

Schedule 1: General Order Form

Schedule 1 to the Customer Contract (which is Part 2 of the *Procure IT Framework*)

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	NSW Department of Finance, Service & Innovation ABN 81 913 830 179

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	McKell Building, 2-24 Rawson Place, Sydney 2000

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	MuleSoft Inc. (ABN 13 614 231 432)

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	All Notices to the Contractor will be addressed to the attention of the Authorised Representative, Level 8, 141 Walker Street, North Sydney, 2060, Australia.

Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	

Item 7 Head Agreement – Not Applicable

This Item 7 must be completed when the Customer Contract is entered into under a Head Agreement.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	
Specify the Head Agreement number:	
Specify the Head Agreement title:	
Specify the Term of the Head Agreement: Start Date: End Date: If the Term of the Head Agreement has expired, the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.	
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	
The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover. Specify any higher limit of cover that is required by the Head Agreement:	
The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	
Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement. If so, the default insurance requirement is for a limit of cover of \$1,000,000 in respect of the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	
Workers' compensation insurance in accordance with applicable legislation:	
Specify any other type of insurance required under the Head Agreement and the specified amount:	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	

Item 8 Modules that form part of the Customer Contract Formation (clause 3.8(a))

Indicate, by marking with an X, the Modules that apply

Module 1 – Hardware Acquisition and Installation	<input type="checkbox"/>	Module 11 – Telecommunications Services	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 14 – Hosting Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input type="checkbox"/>	Module 15 – Satellite Services	<input type="checkbox"/>
Module 6 – Contractor Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 7 – Professional Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Module 8 – Training Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 9 – Data Migration	<input type="checkbox"/>		<input type="checkbox"/>
Module 10 – X as a Service	<input checked="" type="checkbox"/>		<input type="checkbox"/>

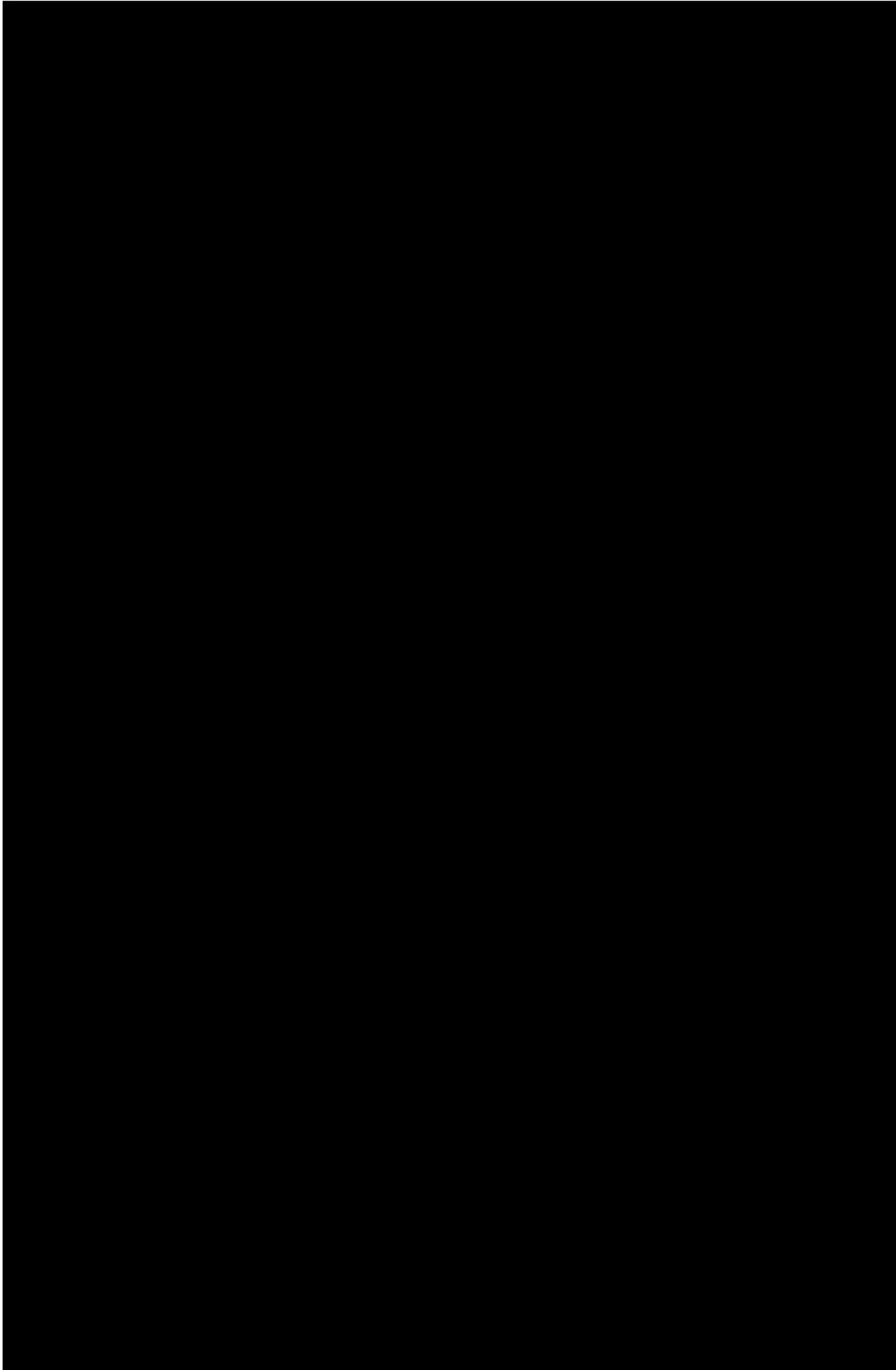
Item 9 Schedules that form part of the Customer Contract in addition to the General Order Form Formation (clause 3.8(b))

Indicate, by marking with an X, the Schedules that apply

Schedule 1 – General Order Form	<input checked="" type="checkbox"/>	Schedule 7 – Statutory Declaration - Subcontractor	<input type="checkbox"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input type="checkbox"/>
Schedule 3 – Service Level Agreement	<input checked="" type="checkbox"/>	Schedule 9 – Performance Guarantee	<input type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input type="checkbox"/>
Schedule 5 – Escrow Agreement	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input type="checkbox"/>

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	30 June, 2017
Specify the end of the Contract Period:	29 June, 2019



Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	2-24 Rawson Place, SYDNEY NSW 2000
Specify any delivery instructions:	Not Applicable
Specify the hours during which delivery may be made to the Site:	Not Applicable

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
If the Contract Specifications are the User Documentation leave this Item blank. If the Contract Specifications comprise other documents, list those documents in order of priority:	

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	Payments in advance on an annual basis. Payments for Professional Services as provided for in Annexure 3, Statement of Work.
Invoicing (clause 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	
Specify address to which invoices should be sent:	Department of Finance, Services and Innovation McKell Building, [REDACTED]
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	30 Days after date of invoice for the applicable year's subscription as specified in Item 11 Summary Table and for Professional Services as provided for in Annexure 3, Statement of Work.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify whether the Contract Price is fixed; E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	Contract price is not fixed (see Item 11 and Annexure 2). Professional Services are on a Time and Materials basis provided for in applicable Statement of Work.

Item 15 User Documentation – Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	
Specify the Price of any additional copies of the User Documentation:	

Item 16 Management Committee - Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	
Specify any other details:	

Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Reviews (clause 6.10)	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	Customer and Contractor to meet regularly, not less than quarterly to review the performance and operation of the services.
Specify any specific time intervals for service and performance reviews:	Quarterly or as agreed between the Customer and the Contractor.

Item 18 Site Preparation and Maintenance – Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Site Specifications (clause 6.12)	
Specify if a Site Specification is required:	
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any requirements for the preparation and maintenance of the Site:	

Item 19 Implementation Planning Study -Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Implementation Planning Study (clause 6.14)	
Specify if the Contractor must provide an implementation planning study:	
Specify the implementation planning study objectives and time for provision of study:	
Date for delivery of the implementation planning study to the Customer:	
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	

Item 20 Project Implementation and Payment Plan (PIPP) and Staged Implementation -Not Applicable/ Required

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	
Invoicing (clause 11.7)	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1_1 27/10/11" and Annexure 1 to the Customer Contract.	
Staged Implementation (clause 6.20)	
Specify if there is to be Staged Implementation: If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	

Item 21 Liquidated Damages -Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clause 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will apply:	
Specify the Milestones which are LD Obligations:	
Specify the Due Date for completion of each LD Obligation:	
Specify the calculation and amount of LDs for each LD obligation:	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer Contract
Specify the maximum number of days LDs are to be paid for each LD obligation:	

Item 22 Customer Supplied Items (CSI) and Customer Assistance- Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer Contract
Customer Supplied Items (CSI) (clause 6.36)	
Specify each CSI to be provided by the Customer: CSI may be: <ul style="list-style-type: none"> office access, desks etc (specify location, standards, times of access); Hardware or software (specify equipment, capacity, versions of software and dates of availability); VPN access or other remote access (specify capacity and hours available). [Note: details of any Customer Personnel should be specified in Item 26].	
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractor's rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	
Specify the times when each CSI is to be provided:	
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	
If so, specify the verification check process for each CSI: Include: <ul style="list-style-type: none"> a process to manage satisfactory and unsatisfactory verification checks; a process to manage 'reissued' CSI's; a process to manage repeat CSI verification checks; a process to manage 'draft' or 'incomplete' and 'updated' CSI's; a process to manage rejected CSI's; a process to manage previously satisfactory CSI which becomes defective; a list of required verification check forms and/or registers and a corresponding data entry process; a list of Customer and Contractor nominee/s for responsibility to 	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
undertake verification checks:	
Specify any amount payable by the Contractor to the Customer for any item of CSI:	
Customer Assistance (clause 6.41)	
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided by the Customer to the Contractor:	

Item 23 Escrow - Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Escrow (clause 6.42)	
Specify if an escrow arrangement is required:	
Specify the parties to the escrow arrangement:	
Specify the time for the escrow arrangement to endure:	

Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Business Contingency (clause 6.45)	
Specify if a Business Contingency Plan is required:	Contractor shall, upon Customer's written request, provide a redacted version of its existing corporate Business Continuity Plan as well as a summary of the Business Continuity Plan Test results.
Specify when the Business Contingency Plan is required:	Within 30 days of the Effective Date.
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	Not applicable
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	As set out in the corporate Business Continuity Plan.
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	As set out in the corporate Business Continuity Plan.

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.4)	
Specify any secrecy or security requirements that the Contractor and its Personnel must comply with: E.g. insert a reference to any document that includes a security requirement.	The following requirements are in addition to, and do not vary, clause 15 of the Customer Contract. 1. Privacy Each party will: (a) notify the other party immediately upon becoming aware of a breach or possible breach of any of the obligations in Item 25.1 of this General Order Form, whether by it, its Approved Agents or its Personnel;

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>(b) notify any individual that makes a complaint to it regarding its acts or practices in relation to such individual's Personal Information, that the complaint may be investigated by the Privacy Commissioner;</p> <p>(c) (where it is the Contractor) comply with all reasonable directions of the Customer in relation to the care and protection of Personal Information held in connection with the Customer Contract and take all reasonable measures to ensure that such information is protected against loss, unauthorised access or use, modification or disclosure and other misuse;</p> <p>(d) (where it is the Contractor) ensure that any of the Contractor's Personnel who are required to deal with the Personal Information for the purposes of the Customer Contract are made aware of the obligations of the Contractor under Item 25.1 of this General Order Form; and</p> <p>(e) ensure that any agreement with any Approved Agent or Subcontractor who may be fulfilling a requirement in relation to the Customer Contract which includes the handling of Personal Information, contains the same or equivalent obligations to Item 25.1 of this General Order Form which are enforceable by the Contractor against the Approved Agent or the Subcontractor, as applicable.</p> <p>2. Security</p> <p>(a) All Cloud Offerings will be SSAE 16 SOC 2 Type 2 certified (or appropriate succeeding industry security standard) and the Contractor will provide all reasonable assistance to the Customer or, as directed by the Customer, to any third parties providing services to the Customer to ensure that the Cloud Offerings and the Customer configured components of the Cloud Offerings will be SSAE 16 SOC 2 Type 2 certified (or appropriate succeeding industry security standard), and Contractor must provide reports to Customer upon request.</p> <p>(b) The Contractor will be level-1 PCI-DSS and Hi-Trust (or appropriate succeeding industry security standard) compliant.</p> <p>(c) The Contractor will comply with the security requirements contained in the Security white paper as included as Attachment 2.</p> <p>(d) The Contractor's Cloud Offerings will be compliant with ISO/IEC 27001:2013 standards (or appropriate succeeding industry security standard) The Contractor will provide all reasonable assistance to the Customer or, as directed by the Customer, to any third parties providing services to the Customer to ensure that the Cloud Offerings and the Customer configured components of the Cloud Offerings will be compliant with ISO/IEC 27001:2013 standards (or appropriate succeeding industry security standard)</p> <p>(e) The Contractor will not (a) modify Customer Data or Log Data, (b) disclose Customer Data or Log Data except as compelled by law or as expressly permitted in writing by Customer, or (c) access Customer Data or Log Data, except to access Log Data to address service or technical problems. If the Customer chooses to encrypt the Customer Data or Log Data, the Contractor will ensure that the Customer Data and Log Data is transferred through Cloud Offerings and Licensed Software on an</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>encrypted basis. For Cloud Offerings that do not include a storage component, the Contractor does not explicitly store or maintain any persistent Customer Data. If Customer enables Users to access and use Third Party Solutions Components with Cloud Offerings, Customer authorises the Contractor to permit providers of such Third Party Solutions Components to access Log Data as required for the interoperation of such Third Party Solutions Components with the Cloud Offerings. The Contractor will not be responsible for any disclosure, modification or deletion of Log Data resulting from any such access by providers of Third Party Solutions Components. Any exchange of data (including without limitation Log Data) between Customer and any Third Party Solutions Components (or by Customer between two or more Third Party Solutions Components), is solely between Customer and the applicable provider of the Third Party Solutions Components. If Users create Results using the Cloud Offerings, Customer authorises the Contractor to host, copy, transmit, display and adapt such Results, solely as necessary for the Contractor to provide the Cloud Offerings.</p>

Item 26 Customer’s Personnel –Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Personnel General (clause 8.5)</p> <p>Specify the Customer’s Personnel who will be available to work with the Contractor and their roles and responsibilities:</p> <p>Also specify the times and duration of their involvement as well as their authority levels:</p>	

Item 27 Specified Personnel -Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Specified Personnel (clause 8.8)</p> <p>Specify the identity and roles and responsibilities of any of the Contractor’s Specified Personnel:</p>	

Item 28 Subcontractors -Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Agents and Subcontractors (clause 8.17)</p> <p>Specify which subcontractors are required to provide a Statutory Declaration by Subcontractor, substantially in the form of Schedule 7:</p>	

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Contractor Warranties (clause 9.1(h))</p> <p>Specify any quality standard accreditation arrangements the Contractor must hold during</p>	<p>ings</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
the Contract Period:	

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	Not applicable.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	

Item 31 Customer's Compliance with Standards, Codes and Laws – Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Warranties (clause 9.3(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	
Specify any codes, policies, guidelines or standards the Customer is to comply with:	

Item 32 Acceptance Testing – Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.4)	
<p>Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 2 Business Days:</p>	
<p>Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing.</p> <p>Specify the Acceptance Test Data:</p>	
Acceptance Test Period is the period for the	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>performance of any Acceptance Tests for any Deliverable.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	
Acceptance (clause 10.1)	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing:</p> <p>If not, the Deliverable will be Accepted under clause 10.1(a).</p>	
<p>If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date (AAD) for a Deliverable occurs:</p> <p>If no period is specified, then the period is 2 Business Days.</p>	
Conducting Acceptance Tests (clause 10.3)	
<p>For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:</p>	
<p>Specify the identification of the Deliverables or part of the Deliverables to be tested:</p>	
<p>Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:</p>	
<p>Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources and when the environment and resources must be ready for use:</p>	
<p>Specify the methodology and process for conducting Acceptance Tests:</p>	
<p>Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:</p>	
<p>Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:</p>	
<p>Specify the Acceptance Test Data required:</p>	
<p>If an Acceptance Test document has been created that addresses the above points it can be attached to the General Order Form by identifying the document here:</p>	
Item 33 Credit/Debit Card – Not Applicable	
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clause 11.3)	
Specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:	
Specify any fee that is applicable for payment by credit/debit card	

Item 34 Intellectual Property -Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Existing Material (clauses 13.7 and 13.9)	
Specify any terms and condition applicable for granting a license for Existing Material owned by a third party:	
Specify any fees to be charged for any license to use any of Contractor's Existing Materials:	
Customer Owned New Material (clause 13.10)	
Specify if clause 13.10 applies, and if so, to which items of New Material:	

Item 35 Confidentiality – Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.1)	
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8 – Deed of Confidentiality:	

Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Insurance (clause 16.7)	
Level of indemnity of public liability insurance in respect of each claim for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]	
Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if any higher limit of cover that is required by the Customer Contract:]	
If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
for the total aggregate liability for all claims for the period of cover is \$1,000,000 [Only specify is a higher limit that is required by the Customer Contract:]	
Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:	None

Item 37 Performance Guarantee – Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Guarantee (clause 17.2)	
Specify if the Contractor must arrange for a guarantor to enter into a Performance Guarantee:	
Specify the date by which the Performance Guarantee must be provided to the Customer. If no date is specified the Contractor must provide the Performance Guarantee to the Customer within 30 days of the Commencement Date.	

Item 38 Financial Security -Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Financial Security (clause 17.4)	
Specify if the Contractor must provide a Financial Security: If so, specify the amount of the Financial Security:	
Specify the date by which the Financial Security must be provided to the Customer. If no date is specified, the Contractor must provide the Financial Security within 14 days of the Commencement Date.	

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Limitation of Liability (clause 18)</p> <p>If the Parties cannot agree the amount that is legally payable under the Customer Contract for the:</p> <ul style="list-style-type: none"> • Non-Recurring Service or Product; and/or • Short Term Recurring Service <p>(as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price).</p> <p>Note: It may be necessary to separately identify the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service.</p> <p>(See the definition of Contract Value in Part 3)</p>	<p>The Customer is providing Recurring Services and the limitation of liability in clause 18.1 (b) (iii) of the Customer Contract will apply.</p> <p>For clarity, the Professional Services provided in Annexure 3 are "Non-Recurring Service" for purpose of this Limitation of Liability.</p>
<p>If Services are being provided under any of the following Modules:</p> <p>Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements</p> <p>specify whether the Parties regard the relevant Services as being:</p> <ul style="list-style-type: none"> • the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or • provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability. <p>(See definition of Non-Recurring Services and Recurring Services in Part 3)</p>	<p>The parties agree that the Services provided under Module 7 are Non-Recurring Services.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the alternative cap of liability (clause 18.3):	Not applicable.

Item 40 Performance Management Reports –Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Reporting (clause 21.1)	
Specify the reports required, (if any), the time for provision and the agreed format.	

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24.11)	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	\$150,000
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Any breach of intellectual property and any breach of confidentiality will not be determined by expert determination.

Item 42 Termination for Convenience

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3:	<p>If Customer terminates the Customer Contract in accordance with clause 25.4, Customer shall be responsible for (to the extent not already paid) the full payment of the then current annual payment agreed in this General Order Form and shall not be entitled to refunds of any annual Contract Prices paid or (to the extent not already paid) owing by the Customer.</p> <p>In the event the Customer elects not to renew the annual subscription at the end of Years 2, 3 or 4, and provides written notice to the Contractor of non-renewal during (or at the end of) Years 2, 3 or 4 the Customer will pay to the Contractor the</p> <div style="background-color: black; width: 100%; height: 20px; margin: 5px 0;"></div> <p>This payment is due and payable within 30 days of the subsequent anniversary date of the Customer's subscription term.</p>

Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's and the Director General's NSW Department of Finance and Services consent where an Additional Condition varies a Protected Clause.	<p>Data Centre Region</p> <p>Customer chooses which Data Centre Region to deploy the Services under Module 10 and Contractor will not change the Data Centre Region without the Customer's consent.</p> <p>In the event that the Contractor suffers an insolvency event or is unable to provide the Services, MuleSoft open source software (known as Community Edition) can be downloaded from the</p> <div style="background-color: black; width: 100%; height: 20px; margin: 5px 0;"></div> <p>Termination for Convenience</p> <p>Notwithstanding clause 25.3 of the Customer Contract, the</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>Customer may not terminate the Customer Contract during the first two (2) years of the Contract Period.</p> <p>Consequences of Termination</p> <p>Clause 25.7 of the Customer Contract is deleted and replaced with: In the event of termination under clause 25.2, the Customer may obtain from any other source a replacement product that is materially the same functionality and performance level of MuleSoft Software or Cloud Offerings as defined in the Documentation and/or User Guide in which case the Contractor shall, subject to clause 18, be liable to the Customer for proven price difference (including documentation of good faith effort to mitigate any damages) between the MuleSoft Software or Cloud Offerings and the similar alternative by the Customer.</p> <p>Warranty</p> <p>Limited Warranty.</p> <p>Notwithstanding clause 11 of Module 10, the Contractor warrants with respect of Licensed Software and As A Service as follows:</p> <p>The Contractor warrants, for Customer's benefit only, that during the Warranty Period, the Licensed Software and/or Cloud Offerings shall operate in substantial conformity with the applicable Documentation. If during the Warranty Period the Licensed Software and/or Cloud Offerings does not substantially conform to the description contained in the applicable Documentation, Contractor's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be for Contractor to correct the defects in the Licensed Software and/or Cloud Offerings. Customer acknowledges that the Licensed Software and/or Cloud Offerings is subscription based and that, in order to provide improved customer experience, Contractor may make changes to the Licensed Software and/or Cloud Offerings and that in such event, Contractor will update the Documentation accordingly.</p> <p>The Warranty Period is amended from 90 days to 30 days, and will renew on each anniversary of the Service Commencement Date.</p> <p>With respect to Professional Services covered in Annexure 3 Statement of Work, MuleSoft warrants only that the relevant Professional Services will be performed consistent with generally accepted industry standards. If the Services do not conform to such warranty, MuleSoft will re-perform the non-conforming Services.</p> <p>Piggybacking by other NSW Agencies</p> <p>If any government agency (as defined in the Public Works and Procurement Act 1912 (NSW)) or a public body as defined in clause 6 of the Public Works and Procurement Regulation 2014 requires the Supplier to supply to it the Goods and Services then the Supplier agrees that it will enter into a separate customer contract with that government agency or public body on terms provided in this deed as though the Principal entered into this deed</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>on behalf of that government agency or public body, having regard only to necessary changes to reflect that the Goods and Services are to be supplied to the government agency or public body.</p> <p>Continuous Best Price Notwithstanding any other clause in this Agreement, where the Customer confirms that the pricing being offered to any NSW Government Department for any subscription license included in Annexure 2 Supplier Pricelist is consistently more competitive than under this Agreement, the Customer will provide the Contractor with reasonable evidence of such a situation and request the Contractor vary its Prices to be consistent with the prices offered by Contractor to the NSW Government Department. Such a pricing variation will only be applied by MuleSoft on the Agreement anniversary dates, with the first such eligible date being 24 months after the subscription start date.</p> <p>Support Maintenance Reports Upon Customer request, Contractor will provide a report regarding the key support and maintenance metrics.</p> <p>Status Information Self-service status information will be available to the Customer throughout the Contract Period at: http://status.mulesoft.com/.</p>

This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.

SIGNED AS AN AGREEMENT

Signed for and on behalf of NSW Department of Finance, Service & Innovation

Do not agree to incur personal liability

[Redacted signature area]

27 JUN 2017

Date

Signed for and on behalf of Mulesoft Inc. ABN 13 614 231 432

[Redacted signature area]

Print name

6/28/2017

Date