

AWS PROFESSIONAL SERVICES ADDENDUM

This AWS Professional Services Addendum (this “**Addendum**”) is entered into between Amazon Web Services Australia Pty Ltd (“**AWS**”) and the Commonwealth of Australia, as represented by the Digital Transformation Agency (“**Customer**” or “**DTA**”). This Addendum is made pursuant to the AWS Whole of Government Enterprise Agreement dated as of May 1, 2019 (the “**Agreement**”) by and between Customer, Amazon Web Services, Inc. (“**AWS, Inc.**”) and Amazon Web Services EMEA SARL (“**AWS Europe**”). This Addendum is effective as of September 30, 2021 (the “**Addendum Effective Date**”). Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum will have the meanings ascribed to them in the Agreement.

The parties agree as follows:

- 1. AWS Professional Services.** AWS may provide systems implementation and solutions architecture consulting services (“**AWS Professional Services**”) to Customer or any Customer Affiliate covered by Section 1.4 of the Agreement. Specific projects will be further described in statements of work, substantially in the form of Exhibit A, as mutually agreed to from time to time (each, a “**SOW**”). The parties to each SOW may be DTA or a Customer Affiliate (each a “**ProServe Customer**”) and AWS. AWS Professional Services purchased by the ProServe Customer are subject to the applicable terms in: (a) the Agreement, in the case of DTA; or (b) its separate agreement, created by its Affiliate Addendum entered pursuant to Section 1.4 of the Agreement, in the case of Customer Affiliate. For clarity, the contract created by the SOW incorporates the terms referenced in this Section 1. This Addendum does not obligate any ProServe Customer to engage AWS to perform any AWS Professional Services, or AWS to perform any AWS Professional Services.
- 2. SOWs with ProServe Customers.** When a ProServe Customer signs the SOW, such ProServe Customer will be referred to as the Customer in the SOW, and references to Customer in the Agreement (including this Addendum) are deemed to be references to the ProServe Customer for all purposes of such SOW. No other ProServe Customer has any obligations under such SOW. Any SOW made pursuant to this Addendum, incorporates the Agreement (as created by the Affiliate Addendum, if applicable) and the Addendum. Unless otherwise agreed to in the SOW, the Agreement and Addendum takes precedence to the extent the SOW reduces the rights and protections of a ProServe Customer in the Agreement. Any SOW agreed under this Addendum is made between the parties in the SOW and is subject to the terms and conditions described in Section 1 above, as applicable to the ProServe Customer. DTA formal consent is necessary for any Special Conditions in a SOW, pursuant to Section 4.
- 3. Purpose.** This Addendum serves to reduce administrative overhead on the parties by setting out a framework of additional terms and conditions, mutually agreed upon with DTA, under which AWS will provide AWS Professional Services on a time and materials basis to a ProServe Customer, unless otherwise agreed.
- 4. Special Conditions.** The parties acknowledge that AWS and the ProServe Customer entering into a SOW in the form of Exhibit A, may mutually agree Special Conditions to be included in the SOW. These Special Conditions will have no legal effect unless formally approved by the DTA (which may be provided via email, a mutually agreed portal, or as acknowledged by signature in a SOW). The categories of Special Conditions that may be mutually agreed for the purposes of a SOW are:
 - (a) project-specific terms or obligations;
 - (b) terms that vary and/or supplement the terms of any of the Agreement, the Customer Affiliate’s Affiliate Addendum, or this Addendum; or
 - (c) different terms and conditions to purchase AWS Professional Services on a fixed price basis or under a pricing model other than time and materials,(a), (b), and (c) together, (“**Special Conditions**”).
- 5. Terms applicable to all SOWs.** The terms and conditions in Exhibit B (“**Universal SOW Terms**”) are incorporated into all SOWs made pursuant to this Addendum, subject to any Special Conditions that may be mutually agreed in the SOW with the ProServe Customer (and formally consented to by DTA) pursuant to Section 2 and Section 4 of this Addendum.



6. **Discount.** During the Professional Services Discount Term, ProServe Customer will receive a discount for the use of Eligible AWS Professional Services at the applicable Professional Services Discount Rate as defined in Exhibit C). The discounting under this Addendum will only apply to SOWs with a SOW Effective Date within the Professional Services Discount Term. The Professional Services Discount Rate will be determined on the date that the SOW is generated, disregarding any changes to the amount of the Professional Services Discount Rate after that date.
7. **Nondisclosure.** The existence and terms of this Addendum are not publicly known and constitute confidential information under the NDA. This Section is subject to the terms of the Agreement, including the additional rights and obligations in Section 12.9 of the Agreement.
8. **Termination of Addendum.** Either party may terminate this Addendum at any time by providing 30 days' prior written notice to the other party. Upon the termination of this Addendum, existing SOWs will continue in accordance with their terms unless the parties otherwise agree.
9. **Entire Agreement; Conflict.** Except as amended by this Addendum, the Agreement will remain in full force and effect and any termination of this Addendum will not affect the terms of the Agreement. This Addendum and any SOW, together with the Agreement as amended by this Addendum and any SOW: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings (whether oral or written) between the parties with respect to the subject matter hereof.
10. **Counterparts and Electronic Delivery.** This Addendum may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Addendum by facsimile or electronic transmission.

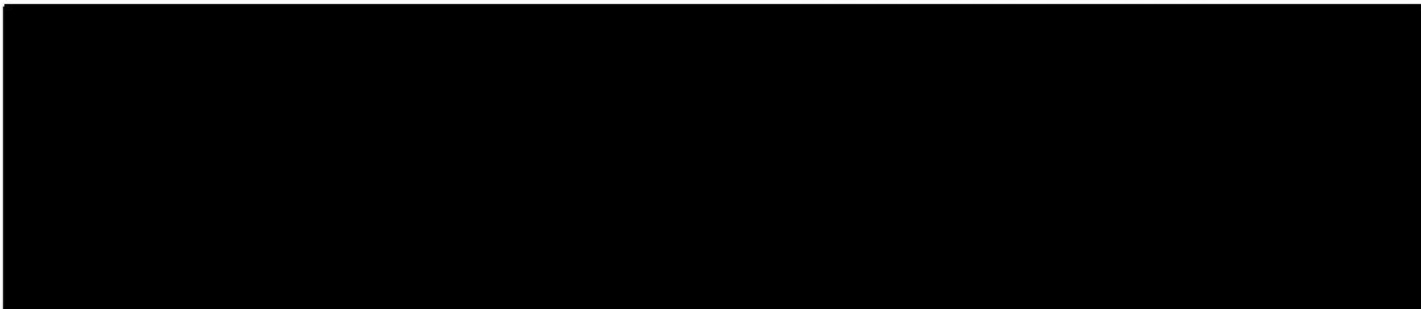
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the Addendum Effective Date:

AMAZON WEB SERVICES AUSTRALIA PTY LTD

COMMONWEALTH OF AUSTRALIA, AS REPRESENTED
BY THE DIGITAL TRANSFORMATION AGENCY



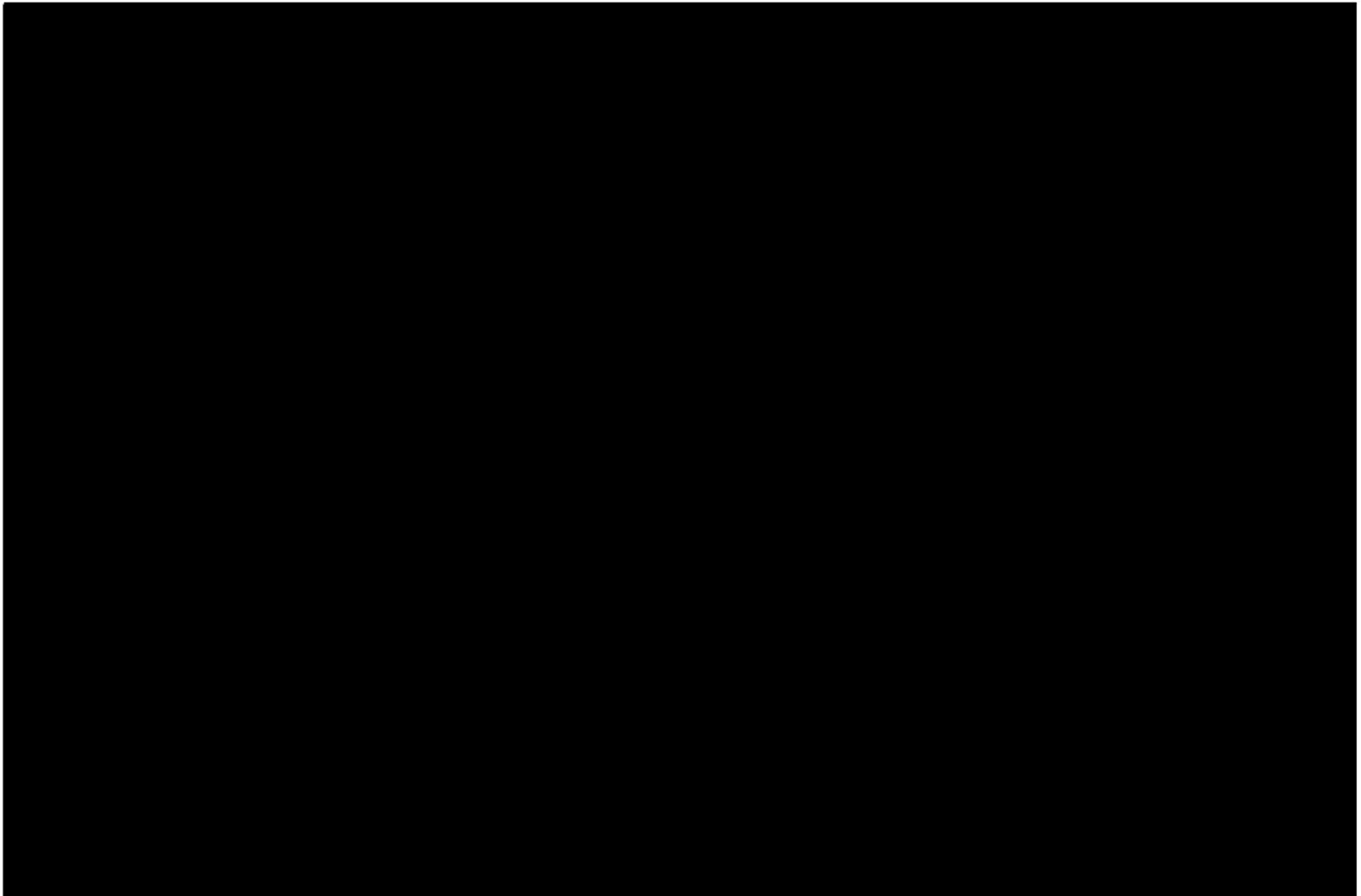
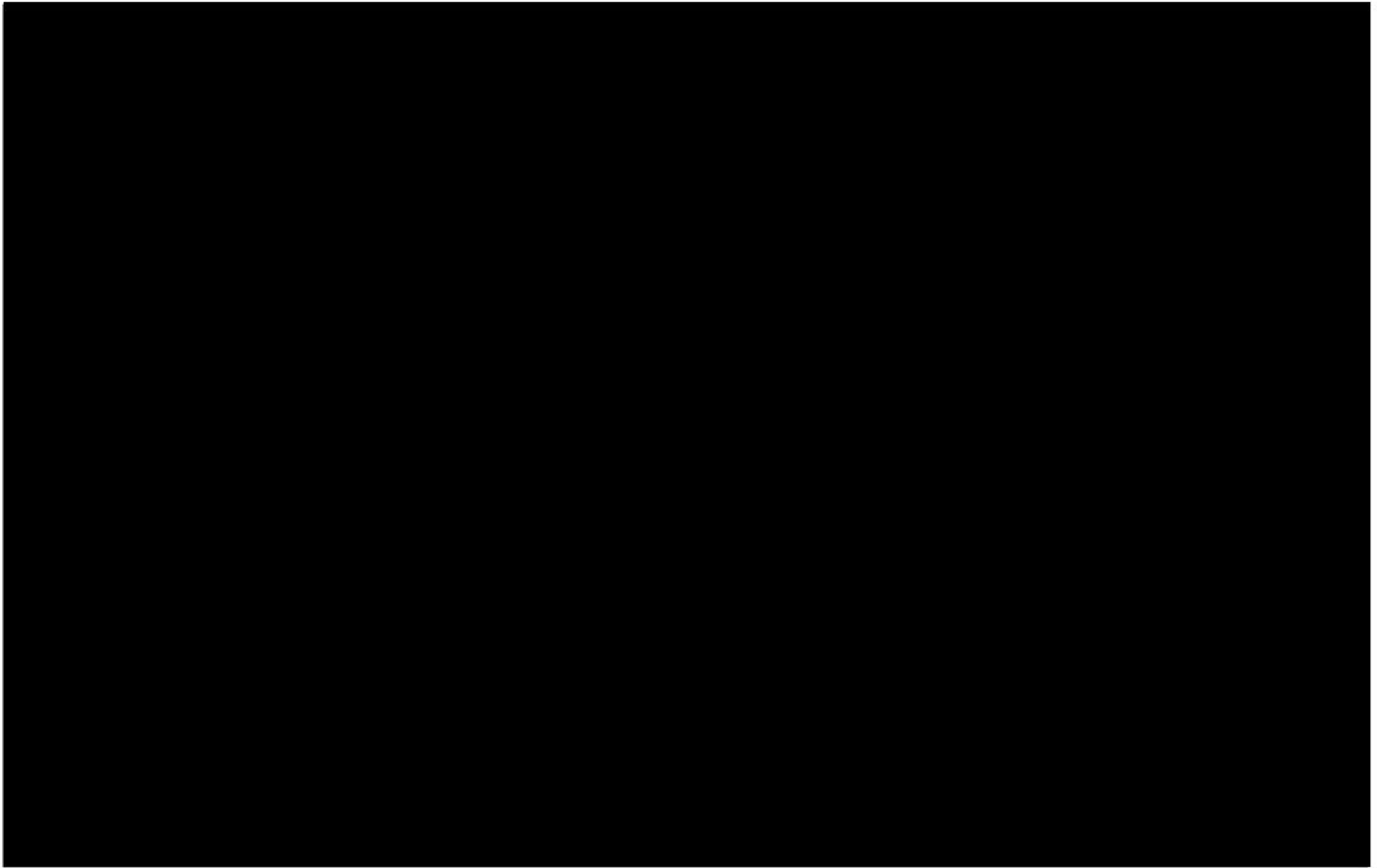
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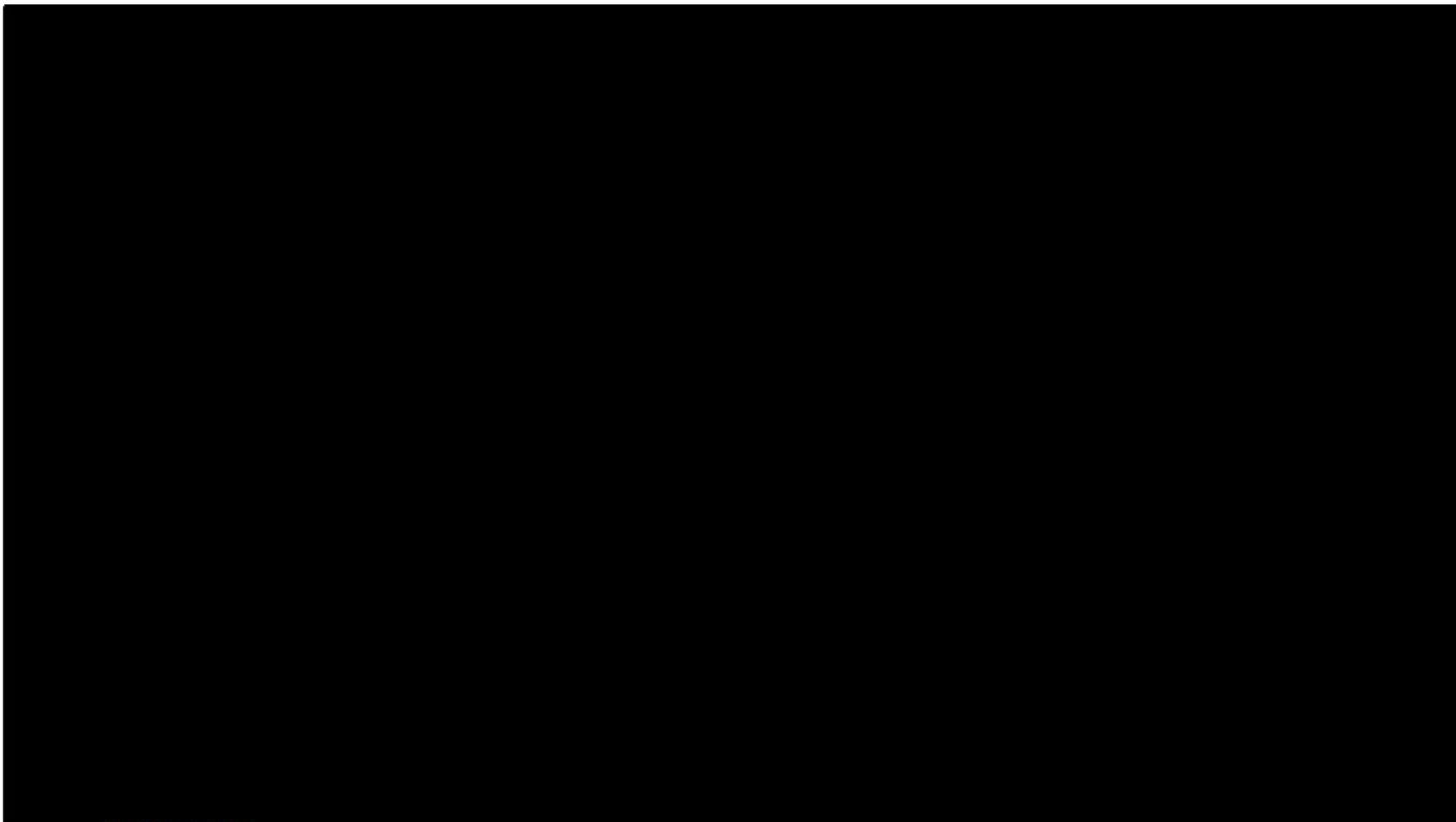
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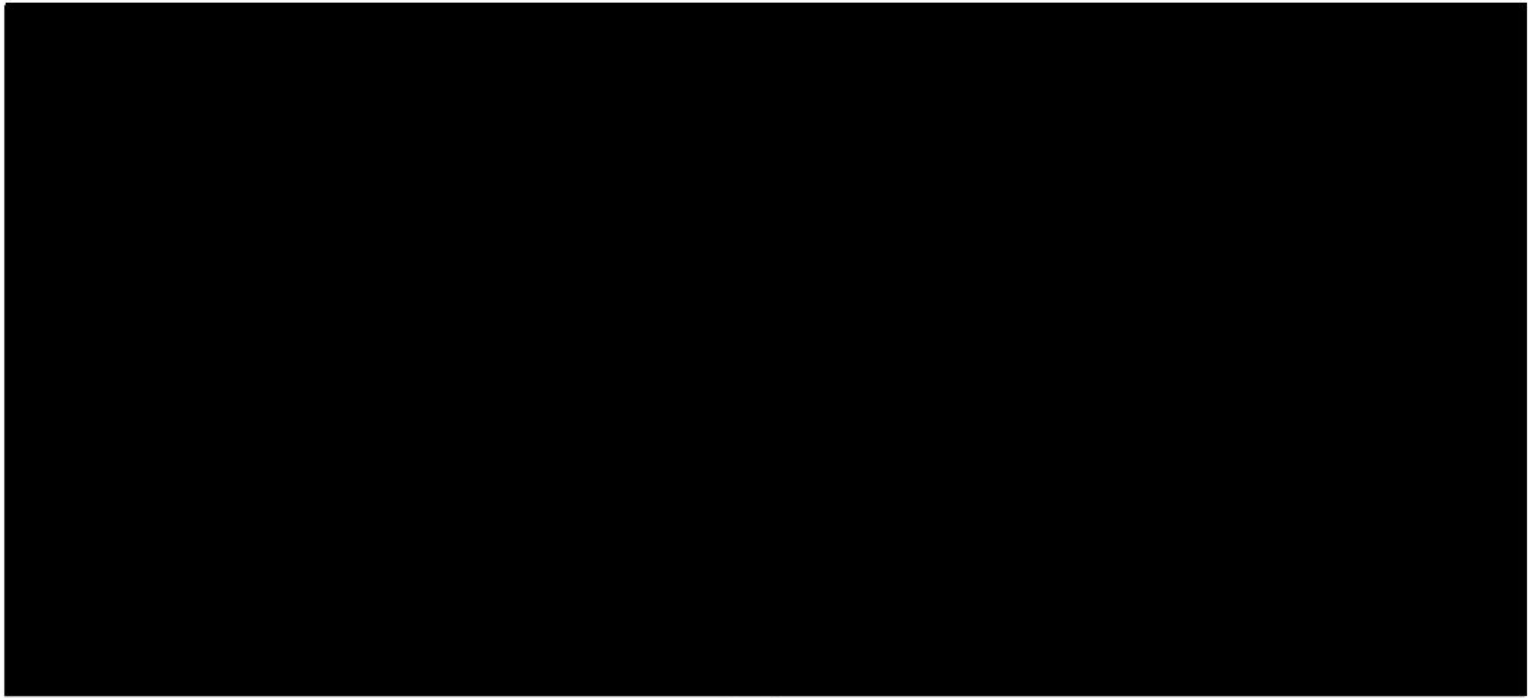


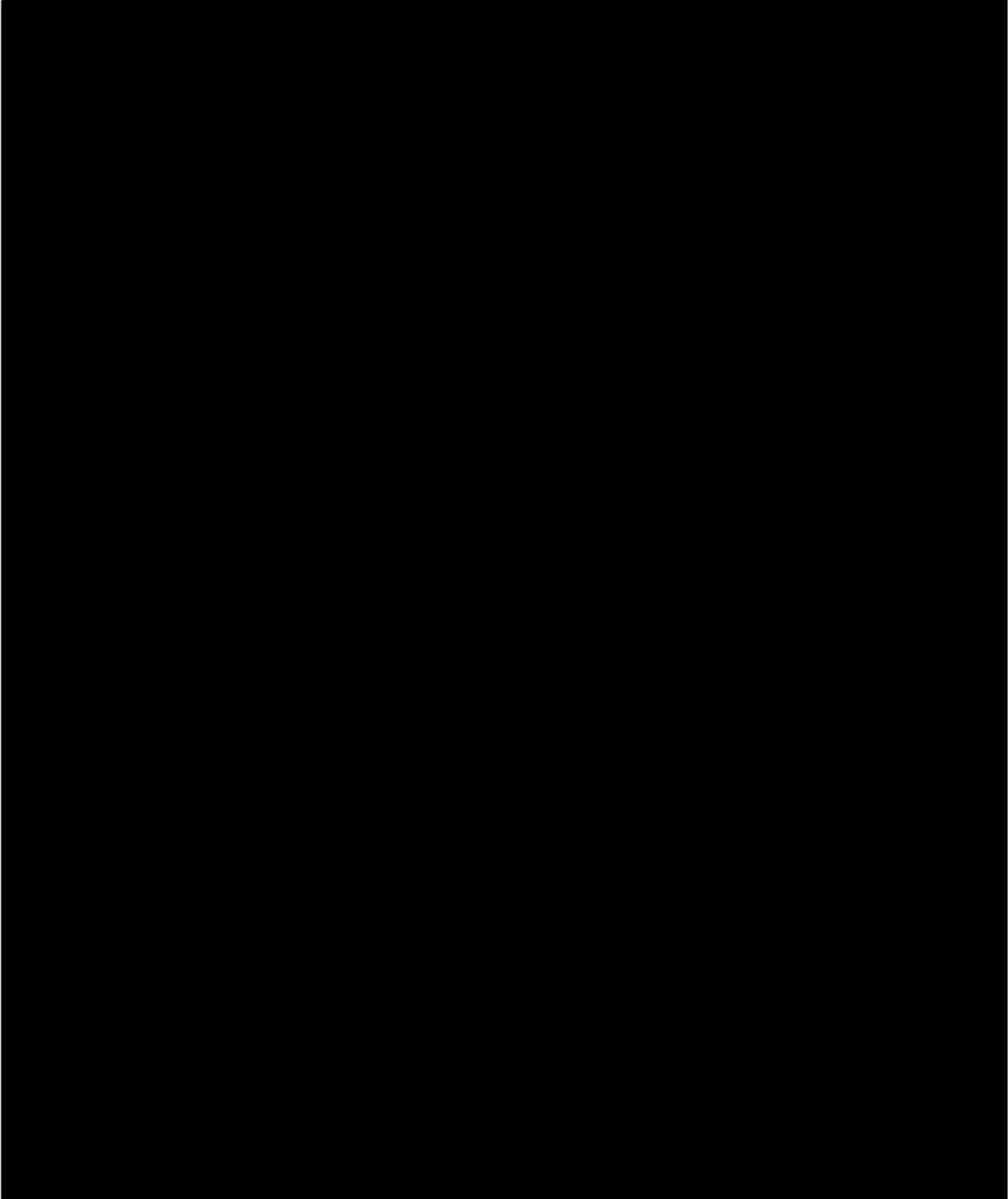
Deliverables

AWS will provide the following deliverables to the Customer during the engagement (“**Deliverables**”):

1. *Deliverable Type (Document | Code | Software) and Description.*

Universal SOW Terms – Selection





Security Clearance (Subject to Section 9 of the Universal Terms) (if applicable)

[Note to Customer/Drafter: Any security clearance requirements should be captured in this section. This should not require DTA approval. Delete this section if security clearance requirements are not agreed.]

Term

This SOW automatically terminates [●] months after the SOW Effective Date, unless otherwise terminated in accordance with Section 23 of the Universal SOW Terms.

Special Conditions

[Insert any Special Conditions]

[Note to Drafter/Customer:

A SOW may include:

- a variation to any of the terms included in this Addendum, including Exhibits A, B and C, but only if the DTA formally consents (see Section 4 of the Addendum) in addition to the ProServe Customer signing the SOW; and*
- additional provisions to supplement the SOW, but only if mutually agreed by the parties and the DTA formally consents in accordance with Section 4 of this Addendum.*

Examples of Special Conditions that may be specified in this Section of the SOW include:

- Customer ownership of any material that is AWS Content subject to Section 16 of Exhibit B;*
- variations to any of the terms in Exhibit B that the DTA and Customer have formally consented to in accordance with Section 4 of the Addendum.]*



Acceptance and authorization

IN WITNESS WHEREOF, the parties below have executed this SOW as of the SOW Effective Date.

AWS:

CUSTOMER:

AMAZON WEB SERVICES AUSTRALIA PTY LTD

Signature

Signature

Full name

Full name

Title

Title

Date

Date



Exhibit B to AWS Professional Services Addendum – Universal SOW Terms

1. **Deliverables.** In connection with its performance of AWS Professional Services under a SOW, AWS will deliver Deliverables to the Customer as set out in the SOW (individually a “**Deliverable**” and collectively the “**Deliverables**”). Upon receipt of the final form of a Deliverable, Customer may within five (5) business days, unless otherwise agreed in writing between both parties by executing an amendment to the SOW, provide a written statement of issues identifying any Deliverable that does not comply with its description provided in the SOW. Upon receipt of such a written statement of issues, AWS will reperform any non-conforming portions of the Deliverable (at no additional cost to Customer) once, and deliver a revised Deliverable (“**Revised Deliverable**”) within a reasonable time. The previous sentence does not limit remedies for breach of another part of the SOW if the same facts give rise to remedies in this Section and also amount to a breach of another part of the SOW.
2. **Billing.** Customer’s billing details are as set out in the table at the front of the SOW or as notified in writing from time to time by Customer. Customer consents to receiving invoices via email, and will pay correctly rendered invoices in accordance with the Agreement.
3. **Subcontracting.** AWS will not, without Customer’s prior consent (which may be via email), use any Subcontractors to perform any of its obligations under this SOW. If AWS uses Subcontractors, AWS will (i) impose appropriate contractual obligations upon its Subcontractors, and (ii) be responsible if the acts or omissions of its Subcontractors cause AWS to breach any of its obligations under the Agreement or this SOW. The use of Subcontractors will not release AWS from any of its obligations under the Agreement or this SOW. “Subcontractor” means an unaffiliated third party to whom AWS has delegated a material portion of its obligations to provide the Services to Customer under this SOW.
4. **Project Location.** AWS Professional Services may be provided on-site at the Project Location. Other AWS Professional Services under the SOW may be provided remotely or at such other locations as may be mutually agreed.
5. **Performance.** AWS will provide the AWS Professional Services using suitably qualified, appropriately skilled and experienced resources and in a professional manner, and will perform the AWS Professional Services using reasonable efforts and AWS best practices as directed by Customer. If AWS fails to do so then, as Customer’s sole remedy, AWS will reperform the relevant AWS Professional Services or refund the fees for such service (notwithstanding any provisions to the contrary in the Service Terms); provided that Customer notifies AWS of the failure within three months of the date of performance. The previous sentence does not limit remedies for breach of another part of the SOW if the same facts give rise to remedies in this Section and also amount to a breach of another part of the SOW.
6. **Cost Estimate.** AWS may assist Customer with calculating Customer’s estimated total cost of ownership or value realization for AWS Services. The results are based on information provided by Customer. Monthly fees will be based on Customer’s actual usage of AWS, and may vary from estimates.
7. **Background Checks.** AWS (directly or through its affiliates) maintains a policy of conducting background checks on all employment candidates (as permitted by applicable law). All AWS consultants providing AWS Professional Services under a SOW will have met the requirements of the background checks conducted by AWS (directly or through its affiliates) as permitted by applicable law before commencing the AWS Professional Services.
8. **Reasonable Directions On-site.** In performing the Professional Services under this SOW on Customer’s premises, AWS will use reasonable efforts to comply with any reasonable directions or instructions from Customer in relation to health and safety, security and conduct.
9. **Security Clearance.** AWS will use commercially reasonable efforts to provide consultants with the level of security clearance requested by Customer to the extent such security clearance is applicable to the delivery of AWS Professional Services. If AWS is unable to do so, then (a) AWS will not be in breach of contract or otherwise liable for damages, and (b) Customer’s sole and exclusive remedy is to terminate this SOW.
10. **Approach.** AWS is responsible to perform the AWS Professional Services specified in the SOW and in non-production environments only, and will deliver the activities outlined in the SOW at Customer’s direction, and only



in agreement with Customer. AWS will cooperate with any Customer appointed partners associated with the Project. Customer will be responsible for testing, deployment, implementation, operations, ongoing maintenance and support of the solution. Customer is solely responsible for determining the suitability of AWS Professional Services under this SOW for its internal business purposes. This does not limit AWS from providing Customer consulting and advisory services on these tasks to the extent they are mutually agreed to in a SOW.

11. **Time Sheets.** AWS will retain timesheets that substantiate the time spent performing tasks required under this SOW and will not invoice Customer for any time which is not properly recorded in the timesheets.
12. **Confidential Information.** The NDA will apply to all “Confidential Information” (as that term is defined in the NDA) that Customer discloses to AWS personnel under a SOW, except to the extent that such Confidential Information is contained within the Customer Content (in which case Section 3 of the Agreement will apply). This Section is subject to the terms of the Agreement, including additional rights and obligations in Section 12.9 of the Agreement.
13. **Scheduling.** The AWS Professional Services consultants providing AWS Professional Services under the SOW will commence services on such date as agreed between AWS and Customer and will perform the Scope of Work on consecutive Business Days (assuming an 8-hour day) in blocks of not less than three business days, up to the maximum number of days indicated in the Total Consultant Charges. “Business Day” will mean any day which is not a Saturday, Sunday or a public holiday in the Project Location.
14. **Steering Committee.** If a SOW states a Steering Committee will be established for this SOW, within two weeks of commencement of a SOW, the parties will create a program Steering Committee comprising senior Customer leaders, the AWS Professional Services team, other members of the AWS Customer account team, and any additional members required at the discretion of Customer. The Steering Committee will meet at least once per fortnight to review SOW progress, revisit project priorities and manage escalations that could not be resolved in weekly project status meetings between AWS and Customer, or through exception-based escalations. The Steering Committee meetings will cover such areas as are agreed between the parties or reasonably required by the Customer, and may include discussion on the status and progress of the services contemplated under the SOW, billing, Project resource requirements, reviewing deliverables provided under the SOW, and the delivery of the services contemplated by the SOW.
15. **Replacement of Consultants.** If Customer has reasonable concerns about the performance or integrity of a consultant who is providing AWS Professional Services under a SOW, Customer may, by written notice to AWS, request that AWS replace such consultant. If a SOW states that AWS personnel must hold certain certificate authorisations or accreditations (“Credentials”) at all times during the provision of the AWS Professional Services, and such Credentials expire or become invalid during the term of the SOW, then this will be deemed a request by Customer to replace such consultant. The parties will meet to discuss the request and if the parties fail to agree upon measures to address Customer’s concerns, then AWS will remove the consultant from the engagement under the SOW and make reasonable attempts to replace the consultant, subject to the availability, cost and location of AWS consultants with suitable skills. If AWS fails to replace the consultant, then Customer’s sole and exclusive remedy for such failure is termination of the SOW. The previous sentence does not limit remedies for breach of another part of the SOW if the same facts give rise to remedies in this Section and also amount to a breach of another part of the SOW.
16. **IP Assignment.** To the extent any AWS Content is determined under applicable law to be owned in whole or in part by Customer, Customer hereby assigns all rights and title in and to the AWS Content to AWS.
17. **Counterparts and Electronic Delivery.** The SOW may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver the SOW by facsimile or electronic transmission.
18. **Personal Information and Production Environments.** Customer will use best efforts not to disclose or provide AWS access to, and AWS will not attempt to access, “personal data” or “personally identifiable information” (or any similar or equivalent concepts, each as defined in applicable data privacy laws). Customer acknowledges that, despite the previous sentence, if any personal information is disclosed to AWS or put in AWS’ possession or control, Customer agrees to do all things reasonably necessary for AWS to comply with any obligations under applicable privacy laws that are triggered by such disclosure, possession, or control. Customer will not permit AWS, and AWS



will not attempt, to access any of Customer's production environments where software, applications, code, or other products are placed into live operation for their intended use by internal or external end users. Customer will own and manage all aspects of Customer's production environments including, but not limited to, AWS accounts, pipelines, deployment gates, logs and records, and access controls.

19. Migration Activities. The terms below apply to any SOW that includes migration activities, as may be specified in the SOW.

- (a) Customer will create and maintain backup copies of all systems and data before AWS begins work under the SOW. Customer will back up its systems and data as it deems prudent during and after delivery of the AWS Professional Services. Customer is responsible for any data loss in connection with its failure to backup its data, but AWS remains responsible for its privacy and security obligations in the Agreement or as specified in the SOW (for example in relation to personnel access to Customer premises, data and equipment).
- (b) Customer will provide AWS with all product licenses necessary for carrying out the AWS Professional Services described in the SOW, other than licenses provided pursuant to the Agreement.
- (c) Data on the server images is migrated in the form that it resides on the server image, and AWS has no obligation to apply further protections, encryption settings or measures to such data.
- (d) Customer will cooperate with AWS and provide AWS with all access to personnel, documentation, systems and facilities reasonably required for AWS to deliver the AWS Professional Services; provided that Customer will neither disclose nor provide AWS access to "personal data" or "personally identifiable information" (or any similar or equivalent concepts, each as defined in applicable data privacy laws), including, without limitation, masking or de-identifying data.

20. Machine Learning. The terms below apply to any SOW that includes machine learning models and code, as may be specified in the SOW.

- (a) If AWS makes for Customer under this SOW any files describing the architecture of a machine learning model and parameters or weights trained on Customer's data for configuring the machine learning model (together, a "Trained ML Model"), then, upon delivery, AWS assigns any and all copyrights in and to such Trained ML Model to Customer. If AWS provides to Customer any of its code used to train the Trained ML Model ("Training Code"), then, upon delivery AWS grants to Customer a worldwide, royalty-free, irrevocable (except in the event of Customer's breach of this license), non-exclusive, non-sublicensable, non-transferable, perpetual license to internally, in each case: use, reproduce, display, perform, and prepare derivative works of such Training Code.
- (b) Trained ML Model does not include any (i) software, algorithms, inventions or developments made before the SOW Effective Date; or (ii) improvements made by AWS to its own software, algorithms, inventions, developments, or internal systems as a result of any SOW ("Pre-Existing Work"). To the extent any Pre-Existing Work is embodied in a Trained ML Model, AWS grants to Customer a worldwide, royalty-free, irrevocable, non-exclusive, sublicensable, transferable, perpetual license to use, distribute, reproduce, display, perform, and prepare derivative works of such Pre-Existing Work.
- (c) Customer grants to AWS and its Affiliates a non-exclusive, transferable, sub-licensable, irrevocable, worldwide, perpetual, royalty-free license to copy, access, reproduce, modify, make derivative works of, adapt, publicly perform, and publicly display, distribute and use the Trained ML Model, except to the extent that such Trained ML Model includes Customer's Confidential Information under the NDA.
- (d) Subject to the NDA, this section does not preclude AWS from making, using, or selling machine learning models, services, tools, techniques, code, knowledge or materials provided by AWS that are similar or related to such Trained ML Model.

21. End User. Customer acknowledges that AWS will not perform any work at any End User premises or be given access to any End User accounts or environments.

22. Customer Cooperation. AWS's ability to deliver the AWS Professional Services depends on Customer's reasonable



and timely cooperation and the accuracy and completeness of any information from Customer. Without limiting AWS's obligations, and as requested by AWS in the SOW, Customer will provide all reasonably necessary support to successfully deliver on the Scope of AWS Professional Services described above ("Project") and keep Project on schedule, within budget, and within scope. Lack of Customer cooperation may result in delays, changes to the scope and/or additional cost; any resulting changes to the scope and/or cost must be agreed in writing between both parties by executing an amendment to the SOW. The following expectations are included in a SOW if specified in the SOW:

- (a) Active participation of Customer subject matter experts and mutually agreed staffing of Customer employees, contractors, and third-parties.
 - (b) Customer will provide AWS with timely and appropriate access to personnel, documentation, data, systems, and facilities in connection with the AWS Professional Services set out in the SOW.
 - (c) Customer will make available on a timely basis such Customer personnel who will support AWS in the execution of the tasks described in the SOW.
 - (d) Customer will build internal consensus on standards, requirements and processes. Customer will resolve any internal disagreement in a timely manner and not affect project timelines.
 - (e) Customer will assign a project manager dedicated for a mutually agreed percentage of time for the duration of this SOW to manage applicable tasks and resources.
 - (f) Customer will contiguously manage project activities to maintain the project schedule.
 - (g) Customer will establish a dedicated team to work with the AWS consultants through the term of the SOW.
 - (h) Customer will provide feedback to AWS in a timely manner to allow the AWS Professional Services under this SOW to proceed in accordance with the agreed timeline.
 - (i) Customer will procure and install all necessary hardware and software (including discovery tools) in accordance with the approved project schedule.
 - (j) Customer will provide and secure engagement tools as needed (e.g. Jira, Git Integration, Confluence, Draw.io, Bluescape, etc.) to support the Project and provide for communication, collaboration, and tracking to maintain engagement governance and ongoing Customer operations.
- 23. Termination of SOW.** Customer may terminate this SOW for any reason by providing AWS with at least two weeks' written notice (the "**Notice Period**"), provided that Customer will pay for all fees and charges for the AWS Professional Services already performed, in-progress, and scheduled to occur during the Notice Period, as well as any and all expenses incurred during the Notice Period.
- 24. Third-Party Claims for Intellectual Property in Developed Content.** Subject to the limitations of Section 9 ("Third-Party Claims") of the Agreement, AWS will defend Customer and its employees, officers, and directors against any third-party claim alleging that the Services or Developed Content infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement. For clarity, this Section 24 applies in addition to Section 9.2 ("Intellectual Property") of the Agreement (including the second sentence of Section 9.2(a), which requires AWS to comply with the Direction as referred to in that Section).
- 25. Damages Cap.** For the purposes of this SOW only, and without otherwise amending the limitations of liability in the Agreement, Section 11.2 ("Damages Cap") of the Agreement is deleted and replaced with the following:
- "11.2 Damages Cap.** EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTION 9, DAMAGES FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, BREACH OF THE NDA, OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF EITHER AWS OR CUSTOMER, AND ANY OF THEIR RESPECTIVE AFFILIATES OR LICENSORS WILL NOT EXCEED THE LESSER OF (A) THE AMOUNTS PAID BY CUSTOMER TO AWS UNDER THIS AGREEMENT FOR USE OF THE SERVICES DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE, OR (B) USD \$60,000,000 (THE LESSER OF (A) OR (B), THE "**DAMAGES CAP**"); PROVIDED, HOWEVER THAT (1) FOR THE



FIRST YEAR FOLLOWING THE EFFECTIVE DATE, THE DAMAGES CAP WILL NOT BE LESS THAN US\$1,000,000, AND NOTHING IN THIS SECTION 11 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY AWS FOR CUSTOMER'S USE OF THE SERVICE OFFERINGS PURSUANT TO SECTION 5, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. NOTHING IN THIS SECTION 11.2 WILL LIMIT ANY SERVICE CREDITS THAT MIGHT BE AVAILABLE UNDER THE SERVICE LEVEL AGREEMENTS.



