

# MODULE ORDER FORM

## MODULE 3 – LICENSED SOFTWARE

### Box 1 Approved Purpose

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.1)</b>	
Specify what purpose is the Licensed Software used for. If no other purpose is specified in this Box the Approved Purpose is the internal processing of the Customer's own data.	<ul style="list-style-type: none"> <li>• .[Omitted]</li> </ul>

### Box 2 Class of Licence

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.2)</b>	
<p>Specify the specific rights that are granted by the Contractor to the Customer to use the Licensed Software.</p> <p>The Class of Licence defines the Price, e.g. If the Licensed Software is licensed for X "Named Users", the Class of Licence must define what a "Named User" is. Examples of the types of issues that are included in the Class of Licence include:</p> <ul style="list-style-type: none"> <li>(a) the Licence Period;</li> <li>(b) number and type of user;</li> <li>(c) number, type or capacity of Hardware; or</li> <li>(d) any other licence restriction/right.</li> </ul> <p>Also specify whether the Customer is granted the right to transfer the Licensed Software to an outsourcer in accordance with clause 2.17.</p> <p>[Note: If this Box is not completed then the Contractor grants the Customer the default rights to use the Licensed Software and User Documentation as described in clauses 2.2 and 2.9 of Module 3.]</p>	<p>The Customer is granted the 'Right to use' the software detailed in the IBM Annexure A, on the intended devices, as per Module 3 clause 2.7</p> <ul style="list-style-type: none"> <li>a) Perpetual</li> <li>b) Not Applicable</li> <li>c) Capacity as outlined in Annexure A</li> <li>d) Not applicable</li> </ul> <p><b>The Customer is granted the right, as per Module 3 clause 2.17, to sublicense any of the rights granted by the contractor that is providing the outsource services</b></p>

**Box 3 Designated Equipment**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.3)</b>	
<p>Specify the hardware platform/operating system combination upon which the Licensed Software is installed.</p> <p>[Note: Specify the type and version number of the operating system and capacity/model of the Hardware, especially if the Class of Licence is based on type or size of capacity of the Hardware.]</p>	<p>The hardware as detailed in the Copy of Transport - Hardware and Software Final Round (Master) v12.6 0-24 month_ discount bundle _BOM Proposal v2.0 attached as Annexure A is compatible and interoperable with customer's hardware</p>

**Box 4 Third Party Components- Not applicable****Box 5 Extension of Period to Notice to Renew Licence- Not applicable****Box 6 Installation**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Installation (clause 3.1)</b>	
Specify if the Contractor is responsible to install the Licensed Software.	The Contractor is not responsible for installing the Software.
<p>If the Contractor is responsible for installation of the Licensed Software:</p> <p>(a) specify the details of the Installation and the date of installation; and</p>	
<p>(b) specify the Price for the installation, and when the Price is due.</p>	
<b>Installation (clause 3.3)</b>	
<p>Specify the date by which the access codes must be made available, if applicable.</p> <p>If a date is not specified, the access codes must be provided promptly following the date the Parties enter into the Customer Contract.</p>	

**Box 7 First Release**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p><b>First Release (clause 3.9)</b></p> <p>Specify if the Licensed Software or any New Release will be a First Release.</p> <p>If so, specify the any additional terms and conditions that apply to the First Release.</p> <p>If this Box is not completed, the Licensed Software and each New Release is deemed not to be a First Release.</p>	<p>Licensed Software or any New Release will not be a First Release</p>

**Box 8 Right to Receive Updates and/or New Releases**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p><b>Updates and New Release (clause 4.1)</b></p> <p>Specify if the Contractor provides the Customer the rights to receive:</p> <p>(a) Updates;</p> <p>(b) and/or New Releases,</p> <p>as part of the Licence (as opposed to part of a separate Software Support Service under Module 5).</p>	<p>The Customer is granted the rights to receive Updates and New Releases of the software detailed in Annexure A at no extra charge if under existing maintenance contract.</p>
<p><b>Updates and New Release (clause 4.4(c))</b></p> <p>Specify the increased Licence Price when the Customer accepts the Update or New Release.</p> <p>If an increased Price is not specified, the Licence Price must not be increased for any Update or New Release provided during the Licence Period.</p>	

**Box 9 Warranties for Open Source Code- Not used****Box 10 Ancillary Services- Not used****Box 11 Business Models of the Reseller**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Reseller Provision of Licensed Software (clause 7.1)</b>	
<p>Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller?</p> <p>If yes:</p> <p>(a) specify if the Licensed Software is supplied by the Contractor who is acting as Reseller as Facilitator.</p> <p>[Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(a).]</p> <p><b>OR</b></p>	No
<p>(b) specify if the Licensed Software is supplied by the Contractor who is acting as Reseller with Pass Through Warranties.</p> <p>[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(b).]</p>	

**Box 12 Value Add Services- Not used****Box 13 Customer Maintains Records- Not used**