

# PROCURE IT VERSION 3.2

## 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 the Licensed Software is used for. If no other purpose is specified in this Box the Approved Purpose is the internal processing of the Customer's own data.	For Customer's business operations and to receive the benefit of the Print and Imaging as a Service.

#### Box 2 Class of Licence

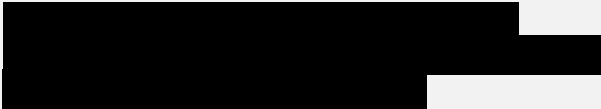
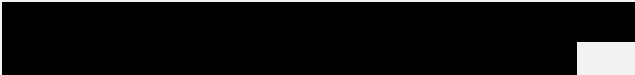
Details to be included from Module 3						Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.2)</b>						
Specify the specific rights that are granted by the Contractor to the Customer to use the Licensed Software.						
The Class of Licence defines the Price, e.g. If the 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:						
(a) the Licence Period;						

<p>(b) number and type of user;</p> <p>(c) number, type or capacity of Hardware; or</p> <p>(d) any other licence restriction/right.</p> <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>				

**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>	
Specify the Hardware platform/operating system combination upon which the Licensed Software is installed. [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.]	See the Module 14 Order Form and Technical Design Document.

**Box 4 Third Party Components**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.14)</b>	
<p>Third Party Components</p> <p>Specify if the details of any software components, plug-ins and other programs are owned by third parties.</p> <p>This should include name and version number of each Third Party Component.</p> <p>Specify if the Third Party Components are supplied by the Contractor:</p> <p style="padding-left: 40px;">(a) as part of the Licensed Software; or</p> <p style="padding-left: 40px;">(b) as a Reseller (in which case Box 11 must be completed)</p> <p>[Note: See clause 2.7 for details.]</p> <p>[Note: Open Source Software is not included within the definition of Third Party Component.]</p>	 

**Box 5 Extension of Period to Notice to Renew Licence**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Licence Period (clause 2.6(a))</b>	
<p>If the Licence is not perpetual, then specify the number of days written notice prior to the end of each current Licence Period that the Contractor must give of the Price, payment arrangements and/or terms for any extended Licence Period or new Licence Period that is to commence immediately after the end of the current Licence Period.</p> <p>If no period is specified in this Box, the period is 30 days.</p>	

### 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.	Contractor is responsible for installation of the Licensed 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>	See Attachment 1 to the Module 14 Order Form.
<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</p>	See Attachment 1 to the Module 14 Order Form.

date the Parties enter into the Customer Contract.

### Box 7 First Release

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

### 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
<b>Updates and New Release (clause 4.1)</b>	
Specify if the Contractor provides the Customer the rights to receive: <ul style="list-style-type: none"> <li>(a) Updates; and</li> <li>(b) New Releases,</li> </ul> as part of the Licence (as opposed to part of a separate Software Support Service under Module 5).	The Customer's rights to receive Updates and New Releases for the Licensed Software is included in Module 5.
<b>Updates and New Release (clause 4.4(c))</b>	
Specify the increased Licence Price when the Customer accepts the Update or New Release.	
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.	

**Box 9 Warranties for Open Source Code**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Open Source Software (clause 5.2(b))</b>	
<p>If the software is Open Source Software:</p> <p>(a) specify the Open Source Licence that governs the use of the Open Source Software; and</p> <p>(b) specify whether the Open Source Software is provided with the warranties that the Contractor provides in respect of the Licensed Software, or whether the Contractor provides the Open Source Software without any warranty (to the extent permitted by law).</p>	

**Box 10 Ancillary Services**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Training (clause 6.1)</b>	
Specify if training services are to be provided.	See Attachment 1 to the Module 14 Order Form.
If so, specify details, dates and the Prices of the training services, and when payment is due.	
<b>Other Services (clause 6.2)</b>	
Specify the details, times and Prices for ad hoc issue resolution or support service for the Licensed Software, and when payment is due. [Note: If Software Support Services are being provided for the Licensed Software under Module 5, do not complete this Box.]	

**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>	
Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller?  If yes:  (a) specify if the Licensed Software is supplied by the Contractor who is acting as Reseller as Facilitator.  [Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular	No

set of responsibilities described in clause 7.1(a).]	
<b>OR</b>	
<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 Added Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Acquisition through a Reseller (clause 7.3)</b>	
Specify the details of any value added services the Contractor is to provide, the Prices and when payment is due.	Not applicable.

### Box 13 Customer Maintains Records

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Records (clause 10.1(a))</b>	
Specify if and, if so, how the Customer must maintain records as to the locations of all copies of the Licensed Software and the usage of the Licensed Software.	Not applicable.
<b>Records (clause 10.1(b))</b>	
<p>Specify the frequency with which the Customer provides copies of the records under clause 10.1(a).</p> <p>If this Box is not completed the Customer must provide copies of the records every six months.</p>	Not applicable.



