

# SOA Module Order Form 2 – Software

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| INSTRUCTIONS FOR USING THIS DOCUMENT (TO BE DELETED IN FINAL VERSION OF SOA MODULE)This is the SOA Module Order Form for use with SOA Module 2 – Software under the SOA Comprehensive Contract Conditions – ICT Products and/or Services.The yellow highlighted sections need to be completed. |

# SOA Module Order Form 2A – Licensed Software

The following SOA Module Order Form 2A to be completed if the Customer is procuring Licensed Software (refer to clause 3 of SOA Module 2). Note: Licensed Software will include Developed Software where the Supplier (not the Customer) will own the Intellectual Property Rights in that Developed Software.

1. **Licensed Software** Clause 3.1 of SOA Module 2

**Name of Licensed Software (including version number and all applicable SOA Modules/components)**

<<Insert name of Licensed Software to be supplied. This may include reference to version numbers for the Licensed Software and names of applicable SOA Modules/components to be supplied.>>

1. **Requirements**

**Specifications for Licensed Software (or annex specifications to the SOA Module Order Form)**

<<Insert or annex a detailed description of the functional, operational and technical specifications for the Licensed Software. This may include any published specifications of the Supplier or the owner of the Intellectual Property Rights in the Licensed Software.>>

1. **Use of Licensed Software** Clause 3.1 of SOA Module 2

<<Clause 3.1(a)(i) provides that the Customer may install, use and copy the Licensed Software for the Customer’s functions or activities, or such other purposes specified in the SOA Module Order Form. If there are additional purposes for which the Customer requires the use of the Licensed Software, these should be inserted here.>>

1. **Class of Licence** Clause 3.1 of SOA Module 2

<<Clause 3.1(a)(i) provides that the Customer may install, use and copy the Licensed Software in accordance with the terms of the Class of Licence. Insert description of licence to be granted to the Customer. Include as much detail as possible, including whether the licence to the Licensed Software:

* is granted to a specific number of the Customer’s users (and if so, the number of users) or whether the licence is granted on an enterprise-wide basis. Also specify whether the users of the Licensed Software are internal users of the Customer or are third-parties (e.g. students or the general public);
* is able to be used by the Customer’s users concurrently;
* may only be used at a specific Site (and if so, the location of the applicable Site); or
* may only be used on the Designated Environment.>>

1. **Copies of Licensed Software to be provided by Supplier**

Clause 3.1 of SOA Module 2

<<Clause 3.1(b) provides that the Supplier must supply to the Customer the number of copies of the Licensed Software as specified in the SOA Module Order Form. Insert number of copies to be supplied.>>

1. **Licence Period** Clause 3.2 of SOA Module 2

<<Clause 3.2 provides that the Licence Period for the Licensed Software will be the period specified in the SOA Module Order Form, unless the SOA Module Order Form specifies that the Licence Period is perpetual. Specify below whether the Licence Period is perpetual (i.e. not a fixed period).>>

**Is the Licence Period perpetual?**

Yes

No

<<If the Licence Period is not perpetual, specify below the start and end dates for the Licence Period.>>

**Start of Licence Period**

<<Insert start date for Licence Period (such as on the AAD of the Licensed Software).>>

**End of Licence Period**

<<Insert end date for the Licence Period.>>

**Extension options**

<<Insert whether the Customer can elect to extend the Licence Period for an additional period (e.g. 2 x 1 year).>>

**Notice period for extension**

<<Insert the notice the Customer is required to provide the Supplier to extend the Licence Period (e.g. 30 days).>>

1. **Supply through a Reseller** Clause 3.3 of SOA Module 2

<<This item only applies where the Licensed Software is being supplied by the Supplier in the capacity as a Reseller (i.e. where the Supplier is not the Third Party Provider).>>

**Specify whether the Licensed Software is being supplied by the Supplier in the capacity as a Reseller**

Yes

If yes, insert name of the Third Party Provider: <<insert>>

No

**If yes, specify which of the following applies:**

Reseller to supply the Licensed Software from the Third Party Provider to the Customer in accordance with the Contract (except in relation to the Licensed Software warranty provisions set out in SOA Module 2) in accordance with clause 3.3(b) of SOA Module 2.

<<If check-box ticked, clause 3.3(b) of SOA Module 2 applies. The Supplier to provide the terms of the Third Party Provider’s warranties which apply to the Licensed Software under clause 3.3(b)(ii).>>

Reseller to facilitate the supply of the Licensed Software from the Third Party Provider to the Customer in accordance with clause 3.3(c) of SOA Module 2.

<<If check-box ticked, clause 3.3(c) of SOA Module 2 applies. The Supplier to provide the terms which apply to the supply of the Licensed Software to the Customer by the Third Party Provider to be attached to the SOA Module Order Form, available for the Customer to accept online or in the form of a shrinkwrap licence.>>

**Specify the assistance to be provided by the Supplier in coordinating warranty claims:**

<<Clauses 3.3(b) and 3.3(c) both provide that where the Licensed Software is being supplied by the Supplier in the capacity as a Reseller the Supplier will co-ordinate any warranty claim that is reported by the Customer to the Supplier and must use best efforts to ensure that all benefits of the warranty to the Customer are utilised to the benefit of the Customer including by providing such assistance set out in the SOA Module Order Form. The assistance to be provided by the Supplier in coordinating warranty claims with the Third Party Provider to be set out in detail below.>>

1. **Sublicensing** Clause 3.4 of SOA Module 2

<<Clause 3.4(a)(ii) provides that the Customer can sublicense its Licence to the Licensed Software to any other entity specified in the Details. If there is any other entity to whom the Customer wishes to sublicense its Licence to the Licensed Software to, this should be specified below.>>

<<If there are any additional costs payable by the Customer for the grant of the sublicence under clause 3.4, these costs to be specified here.>>

1. **Additional licence conditions and restrictions** Clause 3.5 of SOA Module 2

<<Clause 3.5 provides that the Customer must comply with any additional licence conditions and restrictions on use of the Licensed Software specified in the SOA Module Order Form. Insert any additional licence conditions and restrictions in this item.>>

1. **Third Party Software** Clause 3.6 of SOA Module 2

<<Clause 3.6 provides that if any Third Party Software (i.e. any components or plug-ins owned by a third party) is associated with the Licensed Software, the Third Party Software will be licensed to the Customer either as part of the Licensed Software or such other terms specified in the SOA Module Order Form.>>

**Does the Licensed Software include any components of Third Party Software?**

Yes

No

**If yes, specify the details of any Third Party Software (if any) associated with the Licensed Software:**

<<Insert the name and description of the Third Party Software.>>

**If yes, specify the terms and conditions which apply to the Third Party Software (where the Third Party Software is not licensed as part of the Licensed Software:**

<<Insert terms and conditions which apply to the Third Party Software.>>

1. **Open Source Licence** Clause 3.7 of SOA Module 2

<<Clause 3.7 provides that to the extent that the Licensed Software (or any part of it) is licensed under an Open Source Licence, the terms of the Open Source Licence is to be specified in the SOA Module Order Form.>>

**Does the Licensed Software include any components of open source software?**

Yes

No

**If yes, specify the Open Source Licence that governs the use of the open source software:**

<<Insert>>

1. **Delivery and installation requirements** Clause 3.9 of SOA Module 2

**Site**

<<Insert Site where the Supplier is to deliver the Licensed Software (if applicable).>>

**Delivery Date**

<<Insert date by which the Licensed Software must be delivered or made available to the Customer.>>

**Is the Supplier required to install the Licensed Software?**

<<Clause 3.9 provides that unless the SOA Module Order Form specifies that the Supplier is responsible for installing the Licensed Software on the Designated Environment, the Customer is responsible for downloading (if applicable) and/or installing the Licensed Software. Specify below whether the Supplier is required to install the Licensed Software.>>

Yes

No

**If the Supplier is required to install the Licensed Software, specify the requirements for the installation of the Licensed Software:**

<<insert>>

1. **Back-ups** Clause 3.11of SOA Module 2

<<Clause 3.11 provides that unless specified in the SOA Module Order Form, the Customer must take and maintain adequate back-ups of any data that is loaded into the Licensed Software. Specify whether the Supplier is required to take and maintain adequate back-ups of any data that is loaded into the Licensed Software. If so, insert details of the back-ups to be performed (including frequency and format of back-ups).>>

**Specify if the Customer or the Supplier is to maintain back-ups:**

Customer

Supplier

**If Supplier, insert details of the backups to be performed (including frequency and format of back-ups):**

<<insert>>

1. **Updates and New Releases** Clause 3.12 of SOA Module 2

<<Clause 3.12 provides that if the SOA Module Order Form specifies that the Customer is entitled to Updates and/or New Releases for the Licensed Software as part of its Licence (i.e. and is not separately procuring Software Support Services for the Licensed Software), the Supplier must make available to the Customer any Updates and New Releases if and when the Supplier makes them generally available to other customers, at the option of the Customer and at no additional cost to the Customer.>>

**Specify if the Customer is entitled to Updates and/or New Releases for the Licensed Software (as part of the Licence as opposed to part of separate Software Support Services)**

Yes

No

**If yes, insert any installation obligations of the Supplier:**

<<insert>>

1. **Ancillary services** Clause 3.13 of SOA Module 2

<<Insert details of any ancillary services to be provided by the Supplier (if any) in relation to the Licensed Software which are additional to the delivery and installation requirements (specified above) and may include design services.>>

1. **Warranty Period** Clause 3.15 of SOA Module 2

<<The Warranty Period is defined to commence on the AAD of the Licensed Software, unless otherwise specified in the Order Documents. Specify commencement and duration of Warranty Period for the Licensed Software, noting that each item of Licensed Software (if more than one) may have a different Warranty Period.>>

1. **Records of Licensed Software** Clause 3.17 of SOA Module 2

<<Clause 3.17 provides that the Customer must, if and to the extent stated on the SOA Module Order Form, maintain records of the location of all copies of the Licensed Software and the usage of the Licensed Software as measured against the Class of Licence. Specify whether the Customer must maintain records as to the locations of all copies of the Licensed Software and the usage of the Licensed Software.>>

# SOA Module Order Form 2B – Software Support Services

The following SOA Module Order Form to be completed if the Customer is procuring Software Support Services (refer to clause 4 of SOA Module 2).

1. **Support Period** Clause 4.1 of SOA Module 2

**Start of Support Period**

<<Insert start date for the supply of the Software Support Services (such as on the AAD of the Supported Software (if applicable) or the expiry of the Warranty Period for the Supported Software (if applicable).>>

**End of Support Period**

<<Insert end date for the supply of the Software Support Services.>>

**Extension options**

<<Insert whether the Customer can elect to extend the Support Period for an additional period (e.g. 2 x 1 year).>>

**Notice period for extension**

<<Insert the notice the Customer is required to provide the Supplier to extend the Support Period (e.g. 30 days).>>

1. **Requirements** Clause 4.1 of SOA Module 2

**Specifications for Software Support Services (or annex specifications to the SOA Module Order Form)**

1. **Supported Software** Clause 4.2 of SOA Module 2

**Name of Supported Software (including version number and all applicable SOA Modules/components)**

<<Insert name of software for which the Software Support Services are to be supplied. This may include reference to version numbers for the software and names of applicable SOA Modules/components to be supplied. The Supported Software may consist of Licensed Software supplied under SOA Module Order Form 2A, or may be software which is supplied to the Customer under a separate contract.>>

1. **Remote access** Clause 4.2(c) of SOA Module 2

<<Clause 4.2(c) provides that if specified in the SOA Module Order Form, the Customer must provide the Supplier with remote access to the Supported Software to provide the Software Support Services. Specify below whether the Supplier is to be provided remote access to provide the Software Support Services.>>

**The Supplier is to be provided remote access to provide the Software Support Services:**

Yes

No

<<If the Supplier is to be provided remote access to the Supported Software, clause 4.2(c) provides that the Supplier must comply with clauses 6.1, 6.2(b) and 6.3 in relation to such remote access. If there are any additional terms which apply to the Supplier’s remote access, these need to be set out below.>>

**If yes, specify any additional terms which apply to the Supplier’s remote access to the Supported Software (if any):**

<<insert>>

1. **Supply through a Reseller** Clause 4.3 of SOA Module 2

<<This item only applies where the Software Support Services are being supplied by the Supplier in the capacity as a Reseller (i.e. where the Supplier is not the Third Party Provider).>>

**Specify whether the Software Support Services are being supplied by the Supplier in the capacity as a Reseller**

Yes

If yes, insert name of the Third Party Provider: <<insert>>

No

**If yes, specify which of the following applies:**

Reseller to supply the Software Support Services from the Third Party Provider to the Customer in accordance with the Contract (except in relation to the warranty provisions set out in clause 4.7 of SOA Module 2) in accordance with clause 4.3(b) of SOA Module 2.

<<If check-box ticked, clause 4.3(b) of SOA Module 2 applies. The Supplier to provide the terms of the Third Party Provider’s warranties which apply to the Software Support Services under clause 4.3(b)(ii).>>

Reseller to facilitate the supply of the Software Support Services from the Third Party Provider to the Customer in accordance with clause 4.3(c) of SOA Module 2.

<<If check-box ticked, clause 4.3(c) of SOA Module 2 applies. The Supplier to provide the terms which apply to the supply of the Software Support Services to the Customer by the Third Party Provider to be attached to the SOA Module Order Form, available for the Customer to accept online or in the form of a shrinkwrap licence.>>

**Specify the assistance to be provided by the Supplier in coordinating warranty claims:**

<<Clauses clause 4.3(b) and 4.3(c) both provide that where the Software Support Services are being supplied by the Supplier in the capacity as a Reseller the Supplier will co-ordinate any warranty claim that is reported by the Customer to the Supplier and must use best efforts to ensure that all benefits of the warranty to the Customer are utilised to the benefit of the Customer including by providing such assistance set out in the SOA Module Order Form. The assistance to be provided by the Supplier in coordinating warranty claims with the Third Party Provider to be set out in detail below.>>

1. **General Support** Clause 4.4 of SOA Module 2

<<Insert description of general support services to be provided by the Supplier in relation to the Supported Software. Include as much detail as possible to clearly describe the support services that may be provided, including:

* hours of support;
* Supplier’s support contact details (such as help desk phone number and email address); and
* any other requirements for the support services.>>

1. **Updates and New Releases** Clause 4.6 of SOA Module 2

<<Clause 4.6 provides that if the SOA Module Order Form specifies that the Customer is entitled to Updates and/or New Releases for the Supported Software, the Supplier must make available to the Customer any Updates and New Releases if and when the Supplier makes them generally available to other customers, at the option of the Customer and at no additional cost to the Customer.>>

**Updates and New Releases to be provided?**

Yes

No

**If yes, is training to be provided by the Supplier in respect of the Updates and New Releases?**

Yes

If yes, specify the training (if any) to be provided by the Supplier in respect of the Updates and New Releases (e.g. training to enable the Customer to operate the Update or New Release:

<<insert>>

No

**If yes, specify any additional terms which apply to the supply of the Update and New Release:**

<<Clause 4.6 provides that, unless specified in the SOA Module Order Form, the Supplier must make available to the Customer any Updates and New Releases if and when the Supplier makes them generally available to other customers, at the option of the Customer and at no additional cost to the Customer. Specify below whether there are any departures from this position such as a fixed road-map for providing Updates and New Releases to the Customer and if there are any additional costs for the supply of Updates or New Releases.>>

**Period of support for each New Release**

<<Clause 4.6(e)(ii) provides that if the Customer decides not to use the Update or New Release then the Customer acknowledges and agrees that the Supplier may cease to provide Software Support Services for that release of the Supported Software from the date that is 18 months (or such other period stated in the SOA Module Order Form) from the date of the general release of the New Release. Specify the period for which the Supplier will continue to offer standard support for each New Release (if this is not 18 months from the date of general release of the New Release).>>

<<insert>>

1. **Service Levels** Clause 4.9 of SOA Module 2

<<Specify whether the Service Levels applicable to the Software Support Services are set out in Schedule 8 – Service Levels or another separate document which is annexed to the Contract.>>

The Service Levels are set out in:

Schedule 8 – Service Levels

<<Describe other Service Levels document which is annexed to the Contract.>>

<<If Schedule 8 – Service Levels is not completed, specify frequency the Supplier is required to provide a report to the Customer of its performance against the Service Levels (i.e. monthly, quarterly or such other time).>>

1. **Service Credits** Clause 4.9 of SOA Module 2

<<Specify whether Service Credits are applicable in the event the Supplier fails to meet the Service Levels. If so, specify whether the Service Credits applicable to the Software Support Services are set out in Schedule 8 – Service Levels or another separate document which is annexed to the Contract.>>

The Service Credits are set out in:

Schedule 8 – Service Levels

<<Describe other Service Levels document which is annexed to the Contract.>>

<<If Service Credits are applicable, clause 4.9(b) provides that Service Credits will be applied against the next invoice issued after the relevant Service Credits accrue, unless otherwise specified in the SOA Module Order Form. Specify if another process applies for the application of Service Credits (e.g. different timing for the application of Service Credits to invoices).>>

# SOA Module Order Form 2C – Developed Software

The following SOA Module Order Form to be completed if the Customer is procuring Developed Software (refer to clause 5 of SOA Module 2).

1. **Developed Software and Design Specification**

Clause 5.1 and 5.3 of SOA Module 2

**Description of Developed Software**

<<Insert description of the Developed Software. If any Licensed Software or Third Party Software is to be used or incorporated in the Developed Software, this can be inserted here or the details set out in SOA Module Order Form 2A.>>

**Requirements**

<<Insert or annex a detailed description of the functional, operational and technical specifications for the Developed Software.>>

**Is Supplier required to prepare a Design Specification?**

Yes

No

1. **Delivery Dates** Clause 5.1 and 5.3 of SOA Module 2

**Design Specification**

<<Insert date that the Supplier is required to supply the Design Specification for the Developed Software to the Customer.>>

**Developed Software**

<<Insert date that the Supplier is required to deliver the Developed Software to the Site.>>

1. **Delivery and installation requirements** Clause 5.1 and 5.3 of SOA Module 2

**Site**

<<Insert Site where the Developed Software must be delivered or made available to the Customer.>>

**Is Supplier required to install the Developed Software?**

<<Clause 5.3 provides that if specified in the SOA Module Order Form, the Supplier must install the Developed Software on the Designated Environment.>>

Yes

No

**If the Supplier is required to install the Developed Software, specify the requirements for the installation of the Developed Software:**

<<insert>>

1. **Ancillary services** Clause 5.6 of SOA Module 2

<<Insert details of any ancillary services to be provided by the Supplier (if any) in relation to the Developed Software which are additional to the delivery and installation requirements (specified above).>>

1. **Warranty Period** Clause 5.7 of SOA Module 2

<<The Warranty Period is defined to commence on the AAD of the Developed Software, unless otherwise specified in the Order Documents. Specify commencement and duration of Warranty Period for the Developed Software.>>