

SOA Module Order Form 3 – As a Service

|  |
| --- |
| 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 3 – As a Service under the SOA Comprehensive Contract Conditions – ICT Products and/or Services. The yellow highlighted sections need to be completed. |

# SOA Module Order Form 3 – As a Service

The following SOA Module Order Form 3 to be completed if the Customer is procuring As a Service (refer to clause 3 of SOA Module 3).

1. **Subscription Period** Clause 3.1 of SOA Module 3

**Start of Subscription Period – where Transition-In Services are not required**

#### <<Insert start date for the supply of the As a Service.>>

**Start of Subscription Period – where Transition-In Services are required**

#### <<If the Supplier is providing Transition-In Services and Acceptance Testing is required for the Transition-In Services, clause 3.6(d) provides that the Subscription Period will commence on the AAD of the Transition-In Services unless otherwise specified in the SOA Module Order Form. Specify whether the Subscription Period will commence on the AAD of the Transition-In Services or another date.>>

#### Will the parties conduct Acceptance Tests for the Transition-In Services?

Yes - Acceptance Tests to be conducted in accordance with clause 9 of the SOA Comprehensive Contract Conditions.

If yes, specify whether the Subscription Period will commence on the AAD of the Transition-In Services or another date: <<insert>>

#### No

#### <<If no, clause 3.6(e) provides that once the Supplier has completed Transition-In Services, the Supplier must notify the Customer in writing that the Transition-In Services are complete and the date that the Subscription Period is to commence. The Subscription Period will commence on the date specified in the notice provided by the Supplier under clause 3.6(e).>>

**Duration of Subscription Period**

<<Insert duration of each Subscription Period (e.g. 1 month, 3 months or 12 months).>>

**Notice period for non-renewal of the Subscription Period**

<<Insert the notice a party is required to provide to the other party to elect not to renew the As a Service (e.g. 30 days). Note the notice period should not be longer than the Subscription Period.>>

**Minimum Subscription Period**

<<Insert the Minimum Subscription Period during which the Supplier must provide the As a Service to the Customer, and may not notify the Customer that it does not wish to renew the As a Service.>>

1. **Description of As a Service** Clause 3.1 of SOA Module 3

**As a Service**

The As a Service being acquired under this SOA Module 3 is:

Software as a Service

Infrastructure as a Service

Platform as a Service

Other: <<insert name>>

**Description of As a Service**

<<Insert description of As a Service to be provided. Include as much detail as possible to clearly describe the As a Service that may be provided, including:

* details of the SaaS, IaaS, PaaS and/or other as-a-service to be provided;
* if SaaS is provided, the name of the SaaS and modules included, the environments SaaS is to be provided (such as production, development and/or testing) and whether the SaaS is provided on a per-user basis, per-device, enterprise wide or some other basis; and
* details of how the SaaS, IaaS or PaaS will be accessed (such as the website and access authorisation).>>

1. **Requirements** Clause 3.2 of SOA Module 3

**Specifications for As a Service (or annex specifications to the Details)**

<<Insert or annex a detailed description of the As a Service.>>

1. **Infrastructure** Clause 3.2 of SOA Module 3

**Is the As a Service to be provided on public infrastructure?**

Yes

No

**Is the As a Service to be provided on private infrastructure?**

Yes

No

**Is the As a Service (including any Customer Data) to be hosted by a third party?**

Yes

If yes, insert name of the third party who will host the As a Service: <<insert>>

No

**Specify the minimum standards for Infrastructure**

<<insert>>

1. **Legal and regulatory compliance** Clause 3.2 of SOA Module 3

<<Specify whether there are any additional legal and/or regulatory compliance obligations which the Supplier must comply with when providing the As a Service.>>

1. **Supply through a Reseller** Clause 3.4 of SOA Module 3

<<This item only applies where the As a Service 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 As a Service is being supplied by the Supplier in the capacity as a Reseller**

Yes

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

No

**Specify the assistance to be provided by the Supplier in co-ordinating support claims**

<<Clause 3.4(b)(iv) provides that where the As a Service is being supplied by the Supplier in the capacity as a Reseller the Supplier will co-ordinate any support request that is reported by the Customer to the Supplier and provide such assistance set out in the SOA Module Order Form. The assistance to be provided by the Supplier in co-ordinating support requests with the Third Party Provider to be set out in detail below.>>

1. **Minimum system requirements and usage requirements**

Clause 3.5 of SOA Module 3

**Minimum requirements for Customer’s IT System and Network**

<<Insert the minimum requirements for the Customer’s IT System and Network to access and use the As a Service.>>

**Usage requirements for use of the As a Service**

<<Insert description of any usage restrictions which apply to the As a Service (such as acceptable use requirements).>>

1. **Transition-In Services and Transition-In Plan** Clause 3.6 of SOA Module 3

**Requirement for Transition-In Services**

<<Insert whether Transition-In Services are required.>>

Yes

No

**Transition-In Plan**

<<Insert details of Transition-In Plan (including the Transition-In Services to be performed) or attach to SOA Module Order Form. The Transition-In Plan should include the parties’ agreed criteria for determining that Transition-In Services have been successful.>>

**Date for completion of Transition-In Services**

<<Insert date by which Supplier to use best endeavours to complete the Transition-In Services.>>

1. **Data Migration Services and Data Cleansing Services**

Clause 3.7 of SOA Module 3

**Data Migration Services**

Are Data Migration Services required?

Yes

No

<<If yes, include details of all migration activities to be undertaken by the Supplier in respect of the Customer Data. Specify if the Customer must extract and provide the Customer Data to the Supplier for data migration and conversion into the production environment.>>

**Date for completion of Data Migration Services**

<<Insert date by which Supplier must complete the Data Migration Services.>>

**Data Cleansing Services**

Are Data Cleansing Services required?

Yes

No

<<Specify if the Supplier is to provide Data Cleansing Services, and if so the Data Cleansing Services to be performed. This may include eliminating records that are clearly duplicates, correcting obvious misspellings and errors, ensuring that there are consistent descriptions, punctuation and syntax and resolving any other accuracy, omission and consistency issues.

Specify if the Customer must extract and provide the Customer Data to the Supplier for data cleansing.>>

**Date for completion of Data Cleansing Services**

<<Insert date by which Supplier must complete the Data Cleansing Services.>>

**Data Tools**

<<Clause 3.7(c) provides that if specified in the SOA Module Order Form, the Supplier must perform the data migration and data cleaning using software tools, object libraries, methodologies or other devices owned by the Supplier or any other party (Data Tools). Specify the Data Tools to be provided by the Supplier.>>

1. **As a Service Location and Customer Data**

Clause 3.8 of SOA Module 3

**Will the Supplier store, host or process any Customer Data?**

Yes

If yes, complete the details set out below in this item.

No

**As a Service Location**

Can the Customer select the As a Service Location?

Yes

If yes, specify the As a Service Location selected by the Customer: <<insert>>

No

If no, specify the As a Service Location: <<insert>>

**Requirements for storage and back-up of the Customer Data**

Is the Supplier required to provide storage and back-up of Customer Data?

Yes

If yes, specify the procedures and requirements for the storage and back-up of the Customer Data (including the frequency at which the Supplier is to provide the Customer with back-up copies of the Customer Data and the format in which the Customer Data must be provided to the Customer): <<insert>>

No

**Tools and mechanisms to enable the Customer to access and monitor the Customer Data**

<<Clause 3.8(f)(ii) provides that the Supplier must provide or make available to the Customer at no additional cost, tools and mechanisms on a self-service basis to enable the Customer to access and monitor the Customer Data as further specified in the SOA Module Order Form. Specify the tools and mechanisms to be provided to the Customer.>>

**Requirements for return or extraction of the Customer Data on expiry or termination of the Subscription Period**

<<Clause 3.8 provides that on expiry (and non-renewal) or termination of the Subscription Period the Supplier must either return the Customer Data to the Customer or allow the Customer to extract the Customer Data, in accordance with the procedures and requirements set out in the SOA Module Order Form. In this item specify whether the Supplier must either return the Customer Data to the Customer or allow the Customer to extract the Customer Data.>>

Is the Supplier required to return or allow the Customer to extract all Customer Data to the Customer?

The Supplier is required to return all Customer Data to the Customer on expiry or termination of the Subscription Period.

<<Specify the period after expiry or termination that the Supplier is required to return the Customer Data.>>

**OR**

The Supplier is required to allow the Customer to access the As a Service in order to extract the Customer Data.

<<Specify the period after expiry or termination (and non-renewal) that the Supplier will provide the Customer with access to the As a Service in order for the Customer to extract the Customer Data.>>

**Format in which the Customer Data must be returned or made available after termination or expiry (and non-renewal) of Subscription Period**

<<insert>>

**Permanent destruction or secure erasure of Customer Data**

<<After returning Customer Data or allowing the Customer to extract the Customer Data, specify whether the Supplier is **not** required to destroy or securely erase all Customer Data.>>

1. **Limitation of liability for Customer Data**

Clause 3.9 of SOA Module 3

**Supplier’s liability cap**

<<Insert the amount of the Supplier’s liability cap for loss of or damage to Customer Data. Under clause 3.9 the Supplier’s liability for loss of or damage to Customer Data in the Supplier’s provision of the As a Service under this Module is subject to a separate cap. This cap is separate from the Supplier’s liability cap under clause 17.3 of the SOA Comprehensive Contract Conditions. The Supplier’s liability cap for loss of or damage to Customer Data may be by reference to a specified amount, a multiple of the Prices payable under the Contract, by reference to the greater of those two amounts, or using another liability cap model. Under clause 3.9, if no liability cap for loss of or damage to Customer Data is specified, then the Supplier’s liability for loss of Customer Data is not separately limited by the Contract.>>

1. **Security** Clause 3.10 of SOA Module 3

**Specify the applicable security and encryption standards which apply to the As a Service and Customer Data**

<<Insert environmental, safety and facility procedures, data security procedures and other safeguards to protect the Customer Data from destruction, loss and unauthorised access or alteration of the Customer Data. For example these may include:

* physical access controls such as secure swipe card access, biometric or coded access to the As a Service Location
* data security measures such as encryption of data during transit or while at rest; and
* level of data centre certification (such as ISO 27001/27002).>>

**Tools and mechanisms to enable the Customer to log access to and modification of Customer Data**

<<Clause 3.10(b)(iii) provides that the Supplier must provide or make available to the Customer at no additional cost, tools and mechanisms on a self-service basis to enable the Customer to log access to and modification of Customer Data as further specified in the SOA Module Order Form. Specify the tools and mechanisms to be provided to the Customer.>>

1. **Ancillary Services** Clause 3.13 of SOA Module 3

<<Insert description of any ancillary services to be provided by the Supplier which are additional to the As a Service and may include, implementation, training and ongoing system administration.>>

1. **Scheduled Downtime** Clause 3.15 of SOA Module 3

**Is the Supplier required to provide the Customer with notice of all Scheduled Downtime?**

Yes

If yes, specify the period of notice the Supplier is required to provide: <<insert>>

No

1. **General Support** Clause 3.16 of SOA Module 3

<<Insert description of general support services to be provided by the Supplier in relation to the As a Service. Include as much detail as possible to clearly describe the technical 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. **Service Levels** Clause 3.17 of SOA Module 3

**Service Levels**

<<Specify whether the Service Levels applicable to the As a Service 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.>>

**Exclusions from Service Levels**

<< Clause 3.19 sets out a number of exclusions from the Supplier’s obligation to perform the As a Service and to meet the Service Levels. Clause 3.19(a)(viii) provides that the Module Order Form may also specify whether there are any other circumstances where the Supplier is not required to meet the Service Levels. If there are any other circumstances which are in addition to the circumstances set out in clause 3.19(a) specify these in this item. These exclusions may also be set out in Schedule 8 – Service Levels or another document referred to above.>>

**Reporting**

#### <<Specify if the Supplier is required to measure its performance against the Service Levels and provide a report to the Customer or provide the Customer with the tools on a self-service basis to enable the Customer to monitor the Supplier’s performance against the Service Levels.>>

#### The Supplier is required to measure its performance against the Service Levels and provide a report to the Customer.

#### <<Specify how frequently the Supplier must report on its performance against the Service Levels.>>

#### The Supplier is required to provide the Customer with the tools on a self-service basis to enable the Customer to monitor the Supplier’s performance against the Service Levels.

1. **Service Credits** Clause 3.17 of SOA Module 3

<<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 As a Service 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 3.17(b) provides that Service Credits will be applied against the next invoice issued after the relevant Service Credits accrue, unless otherwise specified in the 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).>>

1. **Disaster recovery** Clause 3.20 of SOA Module 3

<<Clause 3.20 provides that if specified in the Module Order Form, the Supplier must implement, maintain and comply with disaster recovery procedures, including back-up procedures and facilities, to ensure the Supplier’s provision of the As a Service continues with minimal interruption if a Disaster occurs or affects the Infrastructure or the Supplier.>>

**Is the Supplier required to implement Disaster Recovery Procedures for the As a Service?**

Yes

If yes, insert a description of the Disaster Recovery Procedures or attach to the SOA Module Order Form.

No

1. **Units** Clause 3.21 of SOA Module 3

<<Specify whether the As a Service is provided on a per Unit basis (such as users, devices or storage capacity) and the number of Units initially ordered. Specify the frequency at which the Customer may adjust the number of Units.>>

1. **Changes to As a Service** Clause 3.22 of SOA Module 3

**Specify the notice period the Supplier is required to provide of any discontinuance of the As a Service which may be implemented during the Subscription Period**

<<insert>>

1. **Audit** Clause 3.23 of SOA Module 3

<<Clause 3.23 provides that the Supplier must provide to the Customer the tools and mechanisms on a self-service basis or other assistance to allow the Customer to monitor and audit the Customer’s environment including the Customer Data in the As a Service.>>

The Supplier is required to provide:

Tools and mechanisms to the Customer on a self-service basis to enable the Customer to monitor and audit the Customer’s environment including the Customer Data, in the As a Service.

Other additional assistance to enable the Customer to monitor and audit the Customer’s environment including the Customer Data, in the As a Service.

<<Specify any additional assistance to be provided by the Supplier in connection with the audit of the Customer’s environment.>>

1. **Transition-Out Services** Clause 3.25 of SOA Module 3

**Specify any transition out services to be provided by the Supplier**

<<Insert details of any transition out assistance to be provided such as:

* transferring data and documentation to the Customer or a third party as the Customer directs; and
* continued provision of the As a Service after the Subscription Period ends.>>

**If Transition-Out Services are required, insert the date the Transition-Out Plan must be submitted to the Customer**

<<Insert date.>>

**Period of Transition-Out Services**

<<Insert period which the Transition-Out Services are to be provided for.>>

1. **Customer responsibilities** Clause 3.26 of SOA Module 3

##### <<Specify the responsibilities of the Customer in connection with the use of the As a Service. These may include the following responsibilities set out below (tick as applicable).>>

Configuring, installing, maintaining and obtaining licences to any software, applications or other materials that may be installed, located, hosted or otherwise stored on the Infrastructure as a Service or Platform as a Service (as applicable).

Restoring data or content from back-up media.

Implementing and maintaining security measures to protect the data, software, applications or other materials that are installed, located, hosted or otherwise stored on the As a Service.

Obtaining all third party consents that are necessary to enable the Customer to store the relevant data and content on the As a Service.