

# ELENPROCURE IT VERSION 3.2

## MODULE ORDER FORM

### MODULE 5 – SOFTWARE SUPPORT SERVICES

#### Box 1 Designated Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.1)</b>	
Specify the Hardware platform/operating system combination upon which the Supported Software is installed. [Note: Specify the type and version number of the operating system and capacity/model of the Hardware.]	As set out in Schedule 12 (PIPP).

#### Box 2 Developed Software

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.2)</b>	
Specify which of the following categories of software to which each of the items of Developed Software applies:  <ul style="list-style-type: none"> <li>(a) an adaptation, translation or derivative of the Licensed Software; or</li> <li>(b) software that has been newly created by the Contractor under Module 4, or any other Module; or</li> </ul> [Note: For example “Payroll application developed under Module 4”.]  <ul style="list-style-type: none"> <li>(c) other software, including software that is already owned by or licensed to the Customer or Open Source Software.</li> </ul> [Note: The definition of Developed Software does not include Licensed Software.]	Developed Software means software other than Licensed Software that is an adaptation, translation or derivative of the Licensed Software, as set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).

**Box 3 Installed on Contractor Equipment**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.6)</b>	
Specify if the Supported Software is to be installed on equipment which is owned or controlled by the Contractor.	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).

**Box 4 Prices of Software Support Services**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.13)</b>	
Specify the fees payable for supplying the Software Support Services, and when they are due. [E.g. This may be on a monthly, quarterly or yearly basis or any other term that is agreed by parties.]	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).

**Box 5 Period of Software Support Services**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Support Period (clause 2.2)</b>	
Specify the Contract Period during which the Software Support Services will be provided.  If this Box is not completed and the Contract Period is not specified on the General Order Form, the Software Support Services will be deemed to start on the AAD of the relevant Supported Software, and continue until terminated by either Party giving the other 30 days Notice in Writing.	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).

**Box 6 Extension of Contract Notification**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Support Period (clause 2.3)</b>	
Specify  (a) the number of days written notice prior to the end of each	As set out in clause 2.4 of the Customer Contract, Schedule 1 (General Order Form) and Schedule 12 (PIPP).

<p>current Contract Period that the Contractor must give of the Price;</p> <p>(b) payment arrangements; and</p> <p>(c) whether the Contract Period will be extended under this Customer Contract, or whether a new Customer Contract will be entered into, after the end of the current Contract Period.</p> <p>If no period is specified in this Box, the period is 30 days.</p>	
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### Box 7 Details of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<p><b>Scope (clause 3.1)</b></p>	
<p>Specify the details of Software Support Services, including:</p> <p>(a) the Contract Period [Note: the default period is 12 months from AAD];</p> <p>(b) the Supported Software that is to be the subject of the Software Support Services, being:</p> <p>(i) Licensed Software; and</p> <p>(ii) details of any Developed Software;</p> <p>(c) whether the Licensed Software is a First Release, or whether the First Release of New Release of any Licensed Software will be provided as part of the Software Support Services;</p> <p>(d) the details relating to any of the following Services that the Contractor is to provide:</p> <p>(i) Help Desk Services, including the hours of operation; and</p> <p>(ii) whether the Customer is entitled to receive Updates and/or New Releases if and when they become available from the</p>	<p>As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).</p>

<p>Contractor during the Contract Period, for:</p> <p>(A) the Licensed Software; and</p> <p>(B) any Developed Software; and</p> <p>(iii) any ancillary services;</p> <p>(e) any applicable Service Levels;</p> <p>(f) the particulars of any access to the Site and the Supported Software, including VPN access to the Supported Software required by the Contractor to effectively perform the Software Support Services; and</p> <p>(g) the Price and any expenses or other charges that apply for each Service.</p> <p>[Note: Each of the items above should be fully detailed in this Box.</p> <p>The version numbers of each item of Support Software should be included.</p> <p>If the Software Support Services are described in another document, such as the Contractor's Software Support policies, this document should be cross-referenced in this Box.]</p>	
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### Box 8 Period of Support for each Release

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Updates and New Releases (clause 3.20(b))</b>	
Specify the period for which the Contractor will continue to offer standard support for each release.	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).
If this Box is not completed the period is 18 months from the date of general release of the New Release.	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).

**Box 9 Transition out Services**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Scope (clause 3.14)</b>	
Specify if transition out services are to be provided.	Yes, as set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).
Specify the details of the transition out services, dates, Price for such transition out services, and when payment is due.	As set out in Schedule 3 (Service Level Agreement).

**Box 10 Business Models of the Reseller**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Reseller Provision of Software Support Services (clause 4.1)</b>	
<p>Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller? If yes:</p> <p>(a) specify if the Software Support Services are 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 4.1(a).]</p> <p><b>OR</b></p>	No
<p>(b) specify if the Software Support Services are 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 4.1(b).]</p>	Not applicable.

**Box 11 Value Added Services**

<b>Details to be included from Module 5</b>	<b>Order Details agreed by the Contractor and the Customer</b>
<b>Acquisition through a Reseller (clause 4.3)</b>	
Specify if the details of any value added services the Contractor is to provide, the Prices and when payment is due.	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).

**Box 12 Ancillary Services**

<b>Details to be included from Module 5</b>	<b>Order Details agreed by the Contractor and the Customer</b>
<b>Ancillary Services (clause 5.1)</b>	
Specify if other services are to be provided during the Contract Period.	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).
Specify the details of these other services, the Prices and when payment is due. [E.g. Ancillary services may include the consulting services needed to implement Updates or New Releases or training services.]	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).