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
Agreed Terms (clause 1.1)	
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.]	Refer the applicable LI, PoE, and/or Announcement Letter for the applicable IBM Licensed Software product.

Box 2   Developed Software

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.2)	
Specify which of the following categories of software to which each of the items of Developed Software applies: (a) an adaptation, translation or derivative of the Licensed Software; or (b) software that has been newly created by the Contractor under Module 4, or any other Module; or [Note: For example "Payroll application developed under Module 4".] (c) other software, including software that is already owned by or licensed to the Customer or open source software. [Note: The definition of Developed Software does not include Licensed Software.]	Not applicable – Software Support Services are for IBM Licensed Software products.

Box 3   Installed on Contractor Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.6)	
Specify if the Supported Software is to be installed on equipment which is owned or controlled by the Contractor.	None of the Supported Software will be installed on equipment that is owned or controlled by the Contractor.

Box 4   Prices of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.13)	
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.]	Refer to Item 11 Common Details of the General Order. Included in the total price until 31 December, 2019

Box 5   Period of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Support Period (clause 2.2)	
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.	01 January 2015- 31 December 2019

Box 6   Extension of Contract Notification

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Support Period (clause 2.3)	
Specify (a) the number of days written notice prior to the end of each	

current Contract Period that the Contractor must give of the Price; (b) payment arrangements; (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. If no period is specified in this Box, the period is 30 days.	

Box 7   Details of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Scope (clause 3.1)	
Specify the details of Software Support Services, including: (a) the Contract Period [Note: the default period is 12 months from AAD]; (b) the Supported Software that is to be the subject of the Software Support Services, being: (i) Licensed Software; (ii) details of any Developed Software; (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; (d) the details relating to any of the following Services that the Contractor is to provide: (i) Help Desk Services, including the hours of operation; (ii) whether the Customer is entitled to receive Updates and/or New Releases if and when they become available from the Contractor during the Contract	**IBM Software Subscription and Support** Contractor Software Subscription and Support begins on the Licensed Software AAD and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from acquisition. Subject to the payment of the instalments in item 11 of the General Order form, this will be renewed annually up till the end of the Contract Period. IBM Software Subscription and Support includes defect corrections, restrictions, bypasses, and any new versions, releases, or updates Contractor makes generally available. Contractor provides Customer assistance for Customer's i) routine, short duration installation and usage (how-to) questions; ii) code-related questions (together "Support"). Consult the IBM Software Support Handbook for details at http://www.ibm.com/software/support . Support for a particular version or release of an IBM Program is available only until Contractor withdraws Support for that IBM Program's version or release. When Support is withdrawn, Customer must upgrade to a supported version or release of the IBM Program to continue to receive Support. The IBM "Software Support Lifecycle" policy is available at http://www.ibm.com/software/info/supportlifecycle/ . If Customer elects to continue IBM Software Subscription and Support for an IBM Program at a designated Customer Site, Customer must maintain IBM Software Subscription and Support for all uses and installations of the IBM Program at that Site. If Customer requests to renew expiring IBM Software Subscription and Support at a lesser quantity of IBM Program uses and installations than the expiring quantity, Customer must provide a report that verifies current IBM Program usage and installation, and may be required to provide other compliance verification information. Customer shall not use IBM Software Subscription and

Period, for:

    (A)   the Licensed Software:

    (B)   any Developed Software;

(iii)   any ancillary services;

(e)   any applicable Service Levels;

(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;

(g)   the Price and any expenses or other charges that apply for each Service.

[Note: Each of the items above should be fully detailed in this Box.

The version numbers of each item of Support Software should be included.

If the Software Support Services are described in another document, such as the Contractor's Software Support polices, this document should be cross-referenced in this Box.]

Support benefits for IBM Licenced Software for which Customer has not fully paid for IBM Software Subscription and Support. If Customer does, Customer must acquire IBM Software Subscription and Support reinstatement sufficient to cover all such unauthorized use at then current Contractor prices.

Selected Support
Selected Support may be available for (i) Non-IBM Licenced Software or for (ii) Licenced Software licensed under the IBM License Agreement for Non-Warranted Programs (together "Selected Programs").
The IBM Software Subscription and Support section above applies to Selected Programs under Selected Support except that 1) Contractor may provide Customer with assistance in designing and developing applications based on Customer's subscription level; 2) the IBM "Software Support Lifecycle" policy does not apply; and 3) no new versions, releases or updates are provided by Contractor.
IBM Appliance Services Contractor provides Appliance Services for Appliances consisting of Machine maintenance and IBM Software and Support as a single offering as further described in the Appliance Support Handbook at http://www.ibm.com/software/appliance/support . Support for Licensed Software Components will be dealt with under this Module 5. Support for Machine Component and Machine Code will be dealt with under Module 5.

One year of Appliance Services, starting on the Warranty Start Date specified in a TD, is included with the purchase of an Appliance. Thereafter, automatic renewal terms apply. All renewals will be fulfilled with Appliance Services offered at the same level of service, if available, that Customer was entitled to during that first year. Parts removed or exchanged for upgrade, warranty service, or maintenance are Contractor property and must be returned to Contractor within thirty days. A replacement assumes the warranty or maintenance status of the replaced part. When Client returns an Appliance to Contractor, Client will remove all features not supported under Appliance Services, securely erase all data, and ensure that it is free of any legal restrictions that would prevent its return.

Appliance Services cover undamaged and properly maintained and installed Appliances used as authorized by Contractor with unaltered identification labels. Services do not cover alterations, accessories, supply items, consumables (such as batteries), structural parts (such as frames and covers), or failures caused by a product for which Contractor is not responsible.

See below responses to items (a) to (g).

    (a)   December 2014 to 31 December 2019

    (b)   Contractor Software products licensed under Module 3.

    (c)   Not applicable

    (d)   In accordance with IBM Support Handbook (http://www.ibm.com/software/support)

    (e)   In accordance with IBM Support Handbook

(http://www.ibm.com/software/support)

(f)   In accordance with IBM Support Handbook (http://www.ibm.com/software/support)

(g)   Not applicable

Box 8   Period of Support for each Release

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Updates and New Releases **(clause 3.20(b))**	
Specify the period for which the Contractor will continue to offer standard support for each release.	See Scope of Support in Box 7.
If this Box is not completed the period is 18 months from the date of general Release of the New Release.	

Box 9   Transition out Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Scope (clause 3.14)	
Specify if transition out services are to be provided.	Not applicable
Specify the details of the transition out services, dates, Price for such transition out services, and when payment is due.	

Box 10 Business Models of the Reseller

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Reseller Provision of Software Support Services (clause 4.1)	
Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller? If yes: (a) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller as Facilitator.	No

[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).] **OR**	
(b) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller with Pass Through Warranties. [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).]	

Box 11 Value Add Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Acquisition through a Reseller (clause 4.3)	
Specify if the details of any value add services the Contractor is to provide, the Prices and when payment is due.	

Box 12 Ancillary Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Ancillary Services (clause 5.1)	
Specify if other services are to be provided during the Contract Period.	Not applicable
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.]	