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
Agreed Terms (clause 1.1)	
Specify what purpose is the Licensed Software used for. If no other purpose is specified in this Box the Approved Purpose is the internal processing of the Customer's own data.	Approved Purpose is the internal processing of the Customer's own data

Box 2   Class of Licence

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.2)	

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:
 	
• the Licence Period;
 	
• number and type of user;
 	
• number, type or capacity of Hardware; or
 	
• any other licence restriction/right.
 	
Also specify whether the Customer is granted the right to transfer the Licensed Software to an outsourcer in accordance with clause 2.17.
 	
[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.]
	License Grant
	
	The Licensed Software program is owned by the Contractor or a supplier to the Contractor, and is copyrighted and licensed, not sold.
	
	The Contractor grants the Customer a nonexclusive licence to 1) use the Licensed Software program up to the Authorised Use specified in the PoE, 2) make and install copies to support such Authorised Use, and 3) make a backup copy, all provided that
	
	a. the Customer has lawfully obtained the Licensed Software program and complies with the terms of this Agreement;
	b. the backup copy does not execute unless the backed-up Licensed Software program cannot execute;
	c. the Customer reproduces all copyright notices and other legends of ownership on each copy, or partial copy, of the Licensed Software program;
	d. the Customer ensures that anyone who uses the Licensed Software program (accessed either locally or remotely)
	   1) does so only on the Customer's behalf and
	   2) complies with the terms of this Agreement;

e. The Customer does not

1) use, copy, modify, or distribute the Licensed Software program except as expressly permitted in this Agreement;

2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Licensed Software program, except as expressly permitted by law without the possibility of contractual waiver;

3) use any of the Licensed Software program's components, files, modules, audio-visual content, or related licensed materials separately from that Licensed Software program; or

4) sublicense, rent, or lease the Licensed Software program; and

f. if the Customer obtains this Licensed Software program as a Supporting Licensed Software program, the Customer uses this Licensed Software program only to support the Principal Licensed Software program and subject to any limitations in the license to the Principal Licensed Software program, or, if the Customer obtains this Licensed Software program as a Principal Licensed Software program, the Customer uses all Supporting Licensed Software programs only to support this Licensed Software program, and subject to any limitations in this Agreement. For purposes of this Item "f," a "Supporting Program" is a Program that is part of another IBM Program ("Principal Program") and identified as a Supporting Program in the Principal Program's LI. (To obtain a separate license to a Supporting Program without these restrictions, the Customer should contact the party from whom the Customer obtained the Supporting Program.)

This license applies to each copy of the Program that the Customer makes.

Appliances

An Appliance is an EP which is any combination of Licensed Software program components, Machine Components (MCs) and any applicable Machine Code Components offered together as a single offering and designed for a particular function. Unless otherwise provided, terms that apply to Licensed Software apply to the Licensed Software component of an Appliance, including under this Module 3. The Customer shall not use an Appliance component

	independently of the Appliance of which it is a part.
	The support and maintenance of Appliances is covered under Module 5.
	With the exception of certain IBM Licensed Software that the Contractor designates as platform or operating system specific, The Customer may use and install IBM Licensed Software in any commercially available national language for any platform or operating system available from the Contractor up to the level of the Customer's authorisations.
	The:
	• the Licence Period;
	• number and type of user;
	• number, type or capacity of Hardware; or
	for the Licensed Software is detailed in Appendix A – Bill of Materials for Software and Appliances to this Module 3.
	See also Box 14 (Additional Licensing Conditions).

Box 3   Designated Equipment

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.3)	
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,	Refer the applicable LI, PoE, and/or Announcement Letter for the applicable IBM Licensed Software product. The Customer shall not use an Appliance component independently of the Appliance of which it is a part

especially if the Class of Licence is based on type or size of capacity of the Hardware.]	

Box 4   Third Party Components

Not Used

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.14)	
Third Party Components Specify if the details of any software components, plug-ins and other programs are owned by third parties. This should include name and version number of each Third Party Component. Specify if the Third Party Components are supplied by the Contractor: as part of the Licensed Software; or as a Reseller (in which case Box 11 must be completed) [Note: See clause 2.7 for details.] [Note: Open source software is not included within the definition of Third Party Component.]	Refer the applicable LI, PoE, and/or Announcement Letter for the applicable IBM Licensed Software product.

Box 5   Extension of Period to Notice to Renew Licence

Not Used

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Licence Period (clause 2.6(a))	
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. If no period is specified in this Box, the period is 30 days.	Refer the applicable LI, PoE, and/or Announcement Letter for the applicable IBM Licensed Software product. ….**[Remainder omitted]**

Box 6 Installation

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Installation (clause 3.1)	
Specify if the Contractor is responsible to install the Licensed Software.	The Contractor is not responsible for installing the IBM Licensed Software programs.
If the Contractor is responsible for installation of the Licensed Software: specify the details of the Installation and the date of installation; and	Not applicable
specify the Price for the installation, and when the Price is due.	Not applicable
Installation (clause 3.3)	
Specify the date by which the access codes must be made available, if applicable. If a date is not specified, the access codes must be provided promptly following the date the Parties enter into the Customer Contract.	Not applicable

Box 7 First Release

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
First Release (clause 3.9)	
Specify if the Licensed Software or any New Release will be a First Release. If so, specify the 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.	Not applicable

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
Updates and New Release (clause 4.1)	
Specify if the Contractor provides the Customer the rights to receive:	Updates and New Releases are available to Customer as part of IBM Software Support Services. See Module 5.

Updates;	
and/or New Releases,	
as part of the Licence (as opposed to part of a separate Software Support Service under Module 5).	
Updates and New Release (clause 4.4(c))	
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.	Not applicable – refer to 4.1 above

Box 9   Warranties for Open Source Code

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Open Source Software (clause 5.2(b))	
If the software is Open Source Software: specify the Open Source Licence that governs the use of the open source software; specify whether the open source software is provided with the warranties that the Contractor provides in respect of Licensed Software, or whether the Contractor provides the open source software without any warranty (to the extent permitted by law)	Refer the applicable LI, PoE, and/or Announcement Letter for the applicable IBM Licensed Software product.

Box 10 Ancillary Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Training (clause 6.1)	
Specify if training services are to be provided.	Training services are not being provided.
If so, specify details, dates and the Prices of the training services, and when payment is due.	Not applicable
Other Services (clause 6.2)	

Specify the details, times, 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.]	Not applicable

Box 11 Business Models of the Reseller

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Reseller Provision of Licensed Software (clause 7.1)	
Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller? If yes: 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 set of responsibilities described in clause 7.1(a).] **OR**	No. The fulfilment of the IBM software products is from the Contractor directly.
specify if the Licensed Software is 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 7.1(b).]	

Box 12 Value Add Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer

Acquisition through a Reseller (clause 7.3)	
Specify if the details of any value add 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
Records (clause 10.1(a))	
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.	**[Omitted]**
Records (clause 10.1(b))	
Specify the frequency that the Customer provides copies of the records under clause 10.1(a). If this Box is not completed the Customer must provide copies of the records ever six months.	Subject to anything else in this Box 13, Customer to produce reports every 90 days but will only be required to submit to Contractor at the Contractors express request.

Box 14 Additional Licensing Conditions

Additional Licensing Conditions	

The following additional licensing terms may be applicable.

1.   **Permissions and security for Licensed Software**

The Customer is responsible for obtaining all necessary permissions to use, provide, store and process content in any services, maintenance, or support, and grants the Contractor permission to do the same. Some of the Customer's content may be subject to governmental regulation or may require security measures beyond those specified by the Contractor for an offering. The Customer will not input or provide such content unless the Contractor has first agreed in writing to implement additional required security measures.

2.   **Monthly Licenses**

Monthly Licensed Software programs ("Monthly Licensed Software programs") are IBM Licensed Software programs provided to the Customer for a monthly licence charge. IBM Monthly Licensed Software programs have a term that begins on the date that Customer's order is accepted by the Contractor and continues for a period the Customer commits to pay the Contractor (a Commitment Term) as specified in the order.

3.   **Fixed Term Licensing**

Fixed Term Licensed Software programs have a term that begins on the date that the Customer's order is accepted by the Contractor; on the calendar day following the expiration of a prior Fixed Term; or on the Anniversary date. A Fixed Term License is for the definite time specified by the Contractor in an order.

4. **Token Licenses**

Where the Customer elects to purchase IBM Licensed Software products which are Eligible Token Products or ETPs, such ETPs are assigned a Token Value. As long as the total Tokens required for all ETPs used concurrently does not exceed the number of Tokens authorised in the Customer's PoE(s), the Customer may use Token(s) for a single ETP or for a combination of ETPs.

Prior to exceeding current Token authorisations or using an Eligible Token Product not authorised, the Customer must acquire sufficient additional Tokens and authorisations.

ETPs may contain a disabling device that will prevent them from being used after the end of the Fixed Term. The Customer agrees not to tamper with this disabling device and take precautions to avoid any loss of data

5. **CEO Product Categories**

Collections of IBM Licensed Software products may be offered by the Contractor on a per user basis subject to a minimum initial user quantity (a CEO Product Category). For Customer's first (primary) CEO Product Category, the Customer must acquire licenses for all users in their enterprise who have been assigned a machine capable of accessing any Licensed Software program in the CEO Product Category. For each additional (secondary) CEO Product Category, the Customer must meet the applicable minimum initial order quantity requirement.

Any installs of any component of a CEO Product Category can only be made and used by or for users for whom licenses have been obtained. All Customer-side Licensed Software programs (used on an end user device to access a Licensed Software program on a server) must be acquired from the same CEO Product Category as the server Licensed Software program they access.

APPENDIX A to MODULE 3 – BILL OF MATERIALS FOR SOFTWARE AND APPLIANCES

TABLE 1: Software				
Product Code	Description	QTY	Coverage From	Coverage To
Software Licenses				
	[Omitted]			
Subscription and Support (1-Jan-16 to 31-Dec-16)				
	[Omitted]			
Subscription and Support 1-Jan-17 to 31-Dec-17)				
	[Omitted]			
Subscription and Support (1-Jan-18 to 31-Dec-18)				
	[Omitted]			
Subscription and Support (1-Jan-19 to 31-Dec-19)				
	[Omitted]			

TABLE 2: Appliances			
Product Code	Description	QTY	Coverage Date
	[Omitted]		