

**Software Module (Non-Cloud)**

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| Information | **Guidance note:** This is the Software Module (Non-Cloud). It is to be used to procure:* Licensed Software; and/or
* Software Support Services for Licensed Software.

As with the other Modules, it can also be used to procure additional and ancillary Deliverables and Services. This Module includes provisions that are not otherwise covered by the ICT Agreement, but which are specific to Software (Non-Cloud). If the Customer is procuring software support Services for software other than Licensed Software, the Customer should use the Services (Non-Cloud) Module. If the Customer is procuring software development Services, the Supplier should use the Services Module (Non-Cloud), which includes specific provisions relating to the development of software. Please refer to the Digital.NSW ICT Purchasing Framework User Guide for more details in relation to the use of this Module. |

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Software Module (Non-Cloud)

**Background**

1. This Module forms part of the Digital.NSW ICT Purchasing Framework.
2. The purpose of this Module is to set out the specific terms and conditions which apply to the provision of Licensed Software, Software Support Services and related or ancillary goods and services.
3. The specific Deliverables and Services that the Supplier will provide under the Agreement are described in the Order Form.

PART A: PRELIMINARIES

# General

## Scope

### The Supplier must provide the Licensed Software, Software Support Services and associated Deliverables described in the Order Form on the terms of this Module and the other terms of the Agreement.

## Acknowledgements

The parties acknowledge and agree that the:

### obligations in this Module supplement, and are in addition to, the parties' other rights and obligations under the Agreement. Except to the extent expressly provided in the Agreement, nothing in this Module is intended to limit or restrict any other provision under the Agreement; and

### Customer is relying on the Supplier's expertise in providing the Deliverables and Services under this Module.

PART B: SOFTWARE LICENSING

# Licensed Software

## Provision of Licensed Software

### Except where otherwise specified, this Part B applies where it is specified in the Order Form that the Supplier will provide Licensed Software.

### By the Dates for Delivery (or as otherwise agreed between the parties in writing), the Supplier must deliver or provide the Customer with access to (as applicable):

#### the Licensed Software;

#### User Documentation that:

##### contains sufficient information to enable the Customer and Permitted Users to use the Licensed Software for the Permitted Purpose and in the manner contemplated under the Agreement; and

##### complies with clause 8.4 (User Documentation) of the Agreement; and

#### any Third Party Components or other Deliverables that are specified in the Order Form or are needed to operate the Licensed Software in accordance with the Agreement.

### Unless the Order Form specifies that the Supplier is responsible for installing the Licensed Software, the Customer:

#### is responsible for downloading (if applicable) and/or installing the Licensed Software; and

#### must perform the installation in accordance with any instructions in the User Documentation or other instructions specified in the Order Documents.

### Where the Supplier makes the Licensed Software and User Documentation available for download from a website, the Supplier must provide the Customer with the relevant access codes by the date specified in the Order Form, or where no date is specified, on the Commencement Date.

## Installation by the Supplier

### Where the Order Form specifies that the Supplier is to install the Licensed Software, the Supplier must:

### properly install the Licensed Software within the Customer Environment and at the times, and in accordance with the requirements, specified in the Order Documents (or as otherwise agreed between the parties in writing); and

### following installation, carry out all necessary tests to ensure that the installed Licensed Software complies with the Specifications and operates in accordance with all requirements of the Agreement.

## Backups

### Unless otherwise specified in the Order Form:

#### prior to loading data into the Licensed Software, the Customer must take and maintain adequate backups of the data that is loaded into the Licensed Software; and

#### the Supplier must reasonably assist the Customer in relation to any transfer or restoration of such data and in relation to any backups made by the Customer.

### Where it is specified in the Order Form that it is the Supplier's responsibility to backup any data that is loaded into the Licensed Software, the Supplier must:

#### perform an initial backup of such data;

#### take and maintain adequate and regular backups of such data ; and

#### carry out any other Data Services relevant to data backup specified in the Order Documents.

### A backup undertaken under clause 2.3(b) must be undertaken in a manner which enables the relevant data to be accurately and completely restored, in the event that any failure of the Licensed Software causes damage to, or loss of, that data.

# Licensing

## Licence Period

### The Supplier provides the Customer with a licence to use the Licensed Software:

#### for the Licence Period (including any Extended Periods); or

#### where a perpetual licence is granted, on a perpetual basis.

### The Customer may, at its sole discretion, exercise one or more options to extend the Licence Period for any Extended Period specified in the Order Form, by giving the Supplier a notice in writing at least 15 Business Days prior to the end of the then-current Licence Period or such other notice period as may be specified in the Order Form.

## Licensing model

### The parties agree that the licensing model specified in the Order Form applies to the Licensed Software being provided under the Agreement.

### Where the Licensed Software is licensed on a User Licensing Model, the following terms apply, unless otherwise expressly stated in the Order Form:

#### there is no cap on the number of Permitted Users who may access and use the Licensed Software, except where otherwise specified in the Order Form; and

#### where the Order Form specifies that there is a cap on the number of Permitted Users, the Customer:

* + - * 1. must ensure that only the number of Permitted Users specified in the Order Form (or as otherwise agreed between the parties in writing) use the Licensed Software; and
				2. may, at its sole discretion, increase the number of Permitted Users at any time during the Licence Period (or while a licence is in place to use the Licensed Software), subject to paying the additional licence fees in accordance with the rates and charges specified in the Payment Particulars.

### Where the Licensed Software is not licensed on a User Licensing Model, the Customer must ensure that it does not exceed any applicable consumption or other ceiling with respect to use of the Licensed Software as specified in the Order Form. The Customer may, at its sole discretion, increase its consumption or ceiling at any time during the Licence Period (or while a licence is in place to use the Licensed Software), subject to paying the additional licence fees in accordance with the rates and charges specified in the Payment Particulars.

## Scope of licence

### Notwithstanding clauses 17.2, 17.4 and 17.5 of the Agreement, the parties agree that the licence rights with respect to the Licensed Software will be on the terms specified in this Module.

### Unless otherwise specified in the Order Form, the Supplier grants (or must procure a grant) to the Customer and its Personnel a non-exclusive licence to access and use the Licensed Software for any purpose in connection with:

#### the Customer performing its obligations, and exercising its rights, under the Agreement;

#### the full use of the Licensed Software as contemplated under the Agreement, including, where applicable, installing, operating, supporting, enhancing, upgrading and maintaining the Licensed Software or integrating it with other software, systems, equipment or infrastructure owned, operated or maintained by the Customer or a Government Agency;

#### the performance of tests and other quality assurance processes, including Acceptance Tests, in relation to the Licensed Software and associated Deliverables or systems that may integrate or interoperate with the Licensed Software;

#### the carrying out, or exercise, of the functions or powers of the Customer, a NSW Government Agency or the Crown; or

#### such other Permitted Purpose specified in the Order Form.

### For clarity, the Customer may use or make such number of copies of the Licensed Software as are reasonably required for:

#### evaluation and training;

#### backup or disaster recovery;

#### archiving or record-keeping;

#### security purposes;

#### the Customer's internal business or operational purposes; or

#### exercising any of the Customer's rights at Law or under the Agreement.

### The Customer may sub-license or transfer its rights under clause 3.3 to any class of Permitted Users. The Customer must use its reasonable endeavours to ensure that Permitted Users only access and use the Licensed Software for the Permitted Purpose and in accordance with this Module.

### The parties acknowledge and agree that:

#### the rights and licences specified in this clause 3.3 are included in the Price and will be provided to the Customer and Permitted Users on a royalty-free basis and at no additional charge to the Customer and Permitted Users, unless otherwise specified in the Order Form;

#### the Customer obtains no right, title or interest with respect to the Licensed Software, except to the extent expressly set out in the Agreement, including in this clause 3.3; and

#### nothing in this Module is intended to exclude or restrict any rights that the Customer has at Law, including under Part III, Division 4A of the *Copyright Act 1968* (Cth).

# Updates and New Releases

## Application

### This clause 4 applies where:

### it is specified in the Order Form that the Customer is entitled to Updates and/or New Releases for the Licensed Software as part of the licence; or

### the Supplier provides Software Support Services and Updates and/or New Releases form part of those Software Support Services.

## Updates and New Releases

### The Supplier must offer and provide the Customer all:

#### Updates applicable to the Licensed Software; and/or

#### New Releases applicable to the Licensed Software,

### at no additional cost and when the Update and/or New Release becomes available, except where otherwise specified in the Order Form (in relation to either Updates or New Releases, or both).

### All Updates and New Releases that the Supplier provides must conform to the security and other requirements of the Agreement and must not reduce or diminish the functionality, performance or availability of the Licensed Software.

### To the extent reasonably practicable, the Supplier must:

#### provide the Customer with written notice of all Updates and New Releases prior to installation; and

#### if requested to do so by the Customer, at the Supplier's sole cost (unless otherwise specified in the Order Form), demonstrate the extent to which the relevant Update and New Release is capable of providing the functionality and performance specified in the Specifications and Order Documents (including, where available, through the provision of release notes pertaining to the Update and New Release).

### Subject to clauses 4.2(e) and 4.2(f), the Customer is under no obligation to accept, approve or permit the installation (whether manually or automatically applied) of any Update or New Release offered by the Supplier pursuant to this clause 4.2 and a refusal by the Customer to implement an Update or New Release will not affect the Customer's entitlement to the Deliverables and Services.

### Notwithstanding the above, the Customer must accept any Update that is designed to correct or redress a security vulnerability that is affecting the Licensed Software (**Security Correction**) but only to the extent that the Update complies with clause 4.2(b) and such other conditions specified in the Order Form.

### If the Customer rejects the offer by the Supplier of an Update or New Release (other than any Security Correction), the Supplier must (unless otherwise specified in the Order Form) continue to maintain the version of the Licensed Software that the Customer is using for 18 months (or such other period as specified in the Order Form) from the date that the Customer provides written notice to the Supplier of the rejection of the Update or New Release. After this period, the parties acknowledge and agree that:

#### the Licensed Software may have its usefulness reduced over time;

#### the Supplier may not be able to remedy any Defects in the Licensed Software; and

#### the Supplier is not responsible for any Defect in the Licensed Software, nor any incident, outage or breach of any Service Level, which would not have occurred had the Update or New Release been installed.

### If the Customer accepts an Update or New Release the:

#### Specifications with respect to the Licensed Software will be deemed to be amended to the extent that the specifications for the Update and New Release supersede the existing Specifications;

#### Supplier must promptly update the User Documentation to the extent required to reflect the Update and New Release and, once updated, promptly provide a copy to the Customer;

#### Supplier must deliver the Update and New Release in a timely manner and in accordance with any timeframes agreed between the parties in writing; and

#### Agreement will continue to apply in all respects to the Update and New Release.

## No restriction

Nothing in this clause 4 is intended to reduce or restrict the Supplier's obligations to respond to and redress Defects and Security Incidents (including through the provision of appropriate patches for security vulnerabilities). Such matters must be completed in accordance with any applicable Service Levels and all other requirements of the Agreement.

# Transfer of licences

## Transfer rights

### If the Customer has paid for the Licensed Software in advance and the number of Permitted Users that it has paid for exceeds the Customer's requirements at any time, the Customer may sub-licence and transfer its excess licences and associated licensing rights and obligations under the Agreement to any Government Agency or other Eligible Customer specified in the Order Form.

## Effect of transfer

### Transfers under clause 5.1 will:

### take effect from the effective transfer date as notified by the Customer to the Supplier in writing; and

### be on the same licensing terms and conditions as this Module or such other terms as agreed by the parties in writing. From the effective transfer date, the Government Agency (or, where applicable, other Eligible Customer) will be deemed to be a Permitted User under this Module.

# Additional licensing conditions

## Restrictions

### Except to the extent permitted by Law or by the Agreement, the Customer must not without the Supplier's written consent:

#### remove or alter any copyright or other proprietary notices on the Licensed Software;

#### sell, lease, licence, sub-licence, assign or transfer the Licensed Software to any third party;

#### reverse engineer, decompile, dissemble or otherwise attempt to discover the source code of the Licensed Software other than in accordance with any applicable escrow agreement; or

#### do, or omit to do, any additional things with respect to the Licensed Software as specified in the Order Form.

### Nothing in this clause 6.1 restricts the Customer from:

#### providing the Permitted Users with access to, and use of, the Licensed Software in accordance with these Module Terms; or

#### exercising any of the Customer's rights under clause 5.

## End of Licence Period

### Except where a perpetual licence has been granted to the Customer under the Agreement, within 20 Business Days following the end of the Licence Period (or such later period specified in the Order Form), the Customer must in accordance with the Order Form either destroy or return (as applicable) to the Supplier all copies of the Licensed Software that are in its possession or control.

### Notwithstanding clause 6.2(a), the Customer may retain a copy of the Licensed Software for archival or record-keeping purposes or to the extent authorised or required by Law.

# Third parties

## Third Party Components

### This clause applies where the Supplier supplies any Third Party Components.

### Any Third Party Components will be licensed to the Customer on the same terms and conditions as the Licensed Software or pursuant to such other terms as specified in the Order Form.

## Third party warranties

### This clause 7.2 applies where it is specified in the Order Form that pass-through or third party warranties apply.

### Without limiting any other warranty or obligation of the Supplier under the Agreement or this Module, the Supplier must ensure that the Customer receives all relevant third party warranties in relation to the Licensed Software stated or referred to in the Order Form.

# Audits

## Records of usage

If specified in the Order Form, the:

### Customer must maintain records of the location of all copies of the Licensed Software and the usage of the Licensed Software;

### Customer must provide copies of the records kept under this clause 8 to the Supplier at the times and the intervals specified in the Order Form or as otherwise agreed between the parties in writing; and

### Supplier must supply the Customer with reporting and monitoring tools to assist the Customer to verify its compliance with the licensing terms under this Module.

## Audit and verification

### Subject to clause 8.2(c), the Supplier may, acting reasonably, undertake audits in accordance with this clause 8.2 to verify the Customer's compliance with the Licensed Software terms under the Agreement (**Software Audits**). All Software Audits will be conducted at the Supplier's sole cost.

### The Supplier may undertake Software Audits in accordance with the approved Audit Procedure and at the times and the intervals specified in the Order Form or as otherwise agreed between the parties in writing.

### The Supplier must:

#### provide the Customer with at least 90 days' written notice prior to undertaking any Software Audits (or such other notice specified in the Order Form);

#### at the time of providing notice pursuant to clause 8.2(c)(i), provide to the Customer, for its approval, a draft copy of the processes and procedures that will be used to carry out the relevant Software Audit (**Audit Procedure**) and such other information that is reasonably required by the Customer to sufficiently understand the Audit Procedure; and

#### if requested by the Customer, within two Business Days of the Customer's request, provide the Customer with information in relation to the Customer's licences and entitlements under the Agreement.

### The Supplier must not install any tools or applications within the Customer Environment or systems in order to conduct any Software Audits without the Customer's prior written agreement.

## Results and consequences of Software Audit

### Upon completion of each Software Audit, the Supplier must promptly provide the Customer's Representative with a copy of the Software Audit's report or findings.

### If the results of any Software Audit demonstrate that the Customer has exceeded the scope of the licences granted to it under the Agreement and, as a result, the Customer has underpaid the Supplier under the Agreement, then:

#### the Supplier must notify the Customer's Representative of the excess scope and any unpaid licence fees; and

#### if requested by the Supplier, the Customer must pay to the Supplier the unpaid licence fees as calculated in accordance with the then current rates and charges that the Customer is paying for the Licensed Software under the Agreement, unless otherwise set out in the Order Form. The parties agree that this will be the Supplier's sole and exclusive remedy with respect to this matter (to the fullest extent permitted by Law).

PART C: SOFTWARE SUPPORT SERVICES

# Provision of Software Support Services

## Application

This Part C applies where it is specified in the Order Form that the Supplier will provide Software Support Services with respect to the Licensed Software.

## Support Period

### All Software Support Services under this Module must be provided for the Support Period.

## General

### The Supplier must carry out the Software Support Services specified in the Order Form.

### The Supplier must carry out all Software Support Services:

#### in accordance with the requirements in this Part C and any additional requirements specified in the other Order Documents;

#### to meet any applicable Service Levels;

#### in a manner that is consistent with the Customer's operating requirements (if any) and the Specifications; and

#### in a manner that causes minimal disruption to Permitted Users and the Customer's operations.

# Help desk

### If the Order Form specifies that the Supplier will provide help desk Services, the Supplier must provide help desk Services during the times of operation and in accordance with the Specifications and any other requirements of the Agreement.

### The Supplier must:

#### respond to, and investigate, requests to the help desk in a timely and efficient manner and in accordance with any requirements and Service Levels specified in the Order Documents; and

#### ensure the help desk is provided by Personnel who are sufficiently qualified and experienced to resolve and escalate issues.

PART D: GENERAL

# Training

## Training Services

### This clause 11 only applies where it is specified in the Order Form that the Supplier will provide training Services or Deliverables.

### Unless otherwise specified in the Order Documents, the Supplier must:

#### provide training Services and any training materials at the times and in accordance with the requirements specified in the Order Documents; and

#### prepare and submit to the Customer's Representative for approval, by the date specified in the Order Documents, a training Plan for carrying out the training Services. The training Plan must:

##### describe the type of training Services to be provided (for example, user training, "train-the trainer" training or awareness training);

##### describe how the training will be delivered;

##### specify the responsibilities of both parties in connection with the training, including any Customer Supplied Items to be provided in connection with the training;

##### specify any maximum and/or minimum number of attendees per training course; and

##### include such other detail as specified in the Order Documents.

### For clarity, the training Plan is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the training Plan, including any updates to it.

### Training will occur at the location(s) specified in the Order Documents or such other location(s) agreed by the Customer in writing.

## Training Reports

### Where specified in the Order Form, the Supplier must provide the Customer's Representative with written reports in relation to the provision of training Services (**Training Reports**). Unless otherwise specified in the Order Form, the Training Reports must cover:

#### the status of the training;

#### any issues that the Supplier has encountered in delivering the training;

#### any "lessons learnt" or areas for future improvement; and

#### such other details as set out in the Order Form.

### The Training Reports must be provided by the Supplier on a fortnightly basis for the duration of the training Services or at such other intervals as set out in the other Order Documents.

# Additional and ancillary Deliverables and Services

## Provision of additional and ancillary Deliverables and Services

### The Supplier must supply:

### any additional or related Deliverables or Services specified in the Order Documents, including (where specified):

#### installation Services;

#### Data Services; and

#### the provision of Non-ICT Services and associated Deliverables; and

### all other goods and services that are incidental or ancillary to the provision of the Deliverables and Services under this Module and that are required to ensure that the Licensed Software and Software Support Services comply with the Specifications and other requirements of the Agreement.

## Requirements

The Supplier must provide all additional, related, incidental and/or ancillary Deliverables and Services specified in clause 12.1 in accordance with all applicable requirements and timeframes under the Agreement.

# Exports

### The parties acknowledge and agree that:

#### certain Export Laws may apply to the supply of the Licensed Software and associated Deliverables and Materials under this Module; and

#### these Export Laws may include Export Laws in Australia as well as the Export Laws in operation in the jurisdiction from which the Licensed Software, Deliverables and Materials are shipped or supplied as specified in the Order Form.

### The parties will take all necessary steps within their control to ensure that no Licensed Software, Deliverables or Materials resulting from the Agreement will be:

#### exported, directly or indirectly, in breach of any applicable Export Laws; or

#### used for any purpose prohibited by such Export Laws, including nuclear, chemical or biological weapons proliferation or development of missile technology.

# Records

### The Supplier must keep and maintain full and accurate records of all Deliverables and Services provided under this Module in accordance with the Agreement and this clause 14.

### Unless otherwise specified in the Order Documents, the records must include the following details:

#### any issues in relation to the Deliverables and Services that have arisen or been reported by the Customer;

#### a record of all Deliverables provided, including:

##### date provided;

##### quantity provided; and

##### name and (where applicable) serial number of the Deliverables;

#### any repairs, replacements or other remedial action taken by the Supplier or its Personnel in relation to any Deliverables (or parts or components);

#### any Delays associated with the provision of the Deliverables and Services and the reason for those Delays;

#### any actions that the parties need to take, or decisions that need to be made, to ensure the provision of the Deliverables and Services in accordance with the requirements of the Agreement;

#### the progress of the Deliverables and Services against any Project Plan; and

#### such other records in relation to the Deliverables and Services that are specified in the Order Form.

### The Supplier must, at its sole cost, provide copies of the records required to be maintained and kept under this clause 14 to the Customer's Representative in accordance with the times set out in the Order Documents or as otherwise reasonably required by the Customer.

# Exceptions

### The Supplier is not liable for any failure of the Licensed Software or Software Support Services to comply with the Agreement to the extent arising as a result of:

#### any Critical CSI not operating in accordance with the Agreement;

#### any misuse of the Licensed Software or the Software Support Services by the Customer;

#### the Customer's combination, operation or use of the Licensed Software with any other product, equipment, software or document of the Customer or a third party except where:

##### such combination, operation or use is authorised under the Agreement;

##### the Supplier supplied the Licensed Software on the basis that the Licensed Software can be combined, operated or used with the Customer's or relevant third party products; or

##### such combination, operation or use should have been reasonably anticipated by the Supplier having regard to the nature and purpose of the Licensed Software;

#### damage caused by the operation of the Licensed Software other than in accordance with any recommended and reasonable operating procedures specified in the Order Form and User Documentation; or

#### any Virus, Denial of Service Attack or other malicious act that adversely affects the Licensed Software, Software Support Services or associated Services and Deliverables (or any software installed on the Deliverables or connected to them), except to the extent that the Virus, Denial of Service Attack or other malicious act was:

##### introduced or carried out by the Supplier or its Personnel;

##### caused or contributed to by any wrongful act or omission of the Supplier or its Personnel; or

##### due to the Supplier or its Personnel breaching the Agreement, including any failure to comply with the security obligations under the Agreement.

### The Customer may, at its sole discretion, request the Supplier to provide Services in respect of correcting or resolving any of the issues set out in clause 15(a) and, if so, the Supplier must provide such Services on a time and materials basis, based on the rates and charges specified in the Payment Particulars or as otherwise agreed between the parties in writing. However, any issue that results from one or more of the circumstances specified in clauses 15(a)(iii)A to 15(a)(iii)C or clauses 15(a)(v)A to 15(a)(v)C must be rectified at the Supplier's sole cost and in accordance with the Agreement.

Annexure A: Definitions and interpretation

* 1. Definitions and interpretation
		1. Definitions

Terms used in this Module have the meaning set out in Schedule 1 (Definitions and interpretation) of the Agreement, unless otherwise defined below:

**Agreement** has the meaning given to it in the ICT Agreement entered into under the NSW Government's Digital.NSW ICT Purchasing Framework, of which this Module forms a part.

**Audit Procedure** has the meaning given to this term in clause 8.2(c)(ii).

**Customer Provided Data** means the Customer Data provided by the Customer to the Supplier (or extracted by the Supplier as part of providing the Supplier's Activities) and in respect of which the Supplier is to provide the Data Services. Customer Provided Data includes any data derived or generated from the Customer Provided Data as a result of the provision of the Supplier's Activities.

**Data Services** means any data Services specified in the Order Form to be provided by the Supplier in respect of the Customer Provided Data.

**Export Laws** means all applicable export and re-export control laws and regulations in Australia and any other jurisdictions nominated in the Order Form.

**Extended Period** means any period(s) specified in the Order Form.

**Licence Period** means the initial licence period specified in the Order Form and any Extended Period exercised by the Customer pursuant to clause 3.1(b).

**Module** means this document (including Annexure A), which is the Software Module (Non-Cloud) under the Agreement.

**Non-ICT Services** means Services that form part of the Supplier's Activities, but which do not comprise ICT Services or Deliverables.

**Permitted Purpose** means the use and purposes specified in clause 3.3 and any other purposes specified in the Order Form.

 **Permitted Users** means:

### Customer Users; and

### such other persons specified in the Order Form or who the Supplier has permitted to access and use the Licensed Software in accordance with the Agreement.

**Security Correction** has the meaning given to this term in clause 4.2(e).

**Software Audit** has the meaning given to this term in clause8.2(a).

**Software Support Services** means the support and maintenance Services to be provided by the Supplier in respect of the Licensed Software and as specified in the Order Form.

**Support Period** means the period during which the Supplier will provide the specific category of Software Support Services as specified in the Order Form or as otherwise agreed between the parties in writing.

**Third Party Components** means software applications, components, plug-ins, products and programs (excluding Open Source Software) that are owned by third parties and are stated in the Order Form or which are otherwise used in the provision of the Deliverables and Services.

**Training Reports** has the meaning given to this term in clause 11.2(a).

**User Licensing Model** means where the Licensed Software is licensed to the Customer on a per-user basis.

* + 1. Interpretation

Unless as otherwise expressly specified, in this Module:

### the rules of interpretation set out in Schedule 1 (Definitions and interpretation) of the Agreement will apply to this Module; and

### a reference to a clause or Part is a reference to a clause or Part in this Module.