

# Module 1 – Hardware

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## Module 1 – Hardware

### 1 Application of Module

- (a) The Comprehensive Contract Conditions - ICT Products and Services apply to this Module.
- (b) The terms and conditions included in this Module form part of the Contract when the parties state in the Details that Module 1 forms part of the Contract.
- (c) The terms and conditions in:
  - (i) clause 3 apply to the supply of any Hardware; and
  - (ii) clause 4 apply to the supply of any Hardware Maintenance Services, under the Module Order Form.

### 2 Interpretation

- (a) The definitions for this Module are set out in clause 5.
- (b) Other definitions and rules of interpretation applicable to this Module are set out in the Comprehensive Contract Conditions - ICT Products and Services available at <https://publications.qld.gov.au/dataset/qitc-framework>

### 3 Supply of Hardware

#### 3.1 Delivery and installation of Hardware

- (a) The Supplier must deliver the Hardware to the Site by the Delivery Date, in accordance with the Module Order Form and the Customer's instructions.
- (b) The Supplier must adequately pack and protect the Hardware to withstand transit and storage, and provide a packing note or manifest with the Hardware which identifies the items of Hardware and quantities in the delivery package.
- (c) If specified in the Module Order Form, the Supplier must:
  - (i) install; and/or
  - (ii) Integrate,the Hardware at the Site in accordance with the requirements set out in the Module Order Form.
- (d) If specified in the Module Order Form, where the Supplier has installed the Hardware, the Supplier must by the AAD for the Hardware, remove or otherwise dispose of, at its own expense, all packing materials used for the delivery of the Hardware to the Site.
- (e) All items of Hardware must be new, unused and of recent origin unless otherwise specified in the Module Order Form.

#### 3.2 Approved Purpose

If specified in the Module Order Form, the Hardware may only be used by the Customer for the Approved Purpose.

#### 3.3 Risk and title

- (a) Risk in the Hardware will transfer to the Customer when delivered to the Site in accordance with the Module Order Form and the Customer's delivery instructions.

- (b) Unless specified otherwise in the Module Order Form, title in the Hardware will transfer on the earlier of its delivery to the Site or payment of the applicable Price.
- (c) If the Customer rejects an item of Hardware following Acceptance Tests under clause 9.2 of the Comprehensive Contract Conditions, title and risk in that item of Hardware reverts to the Supplier when that item of Hardware is delivered to a carrier for return.

### **3.4 Machine Code**

- (a) The Supplier grants to the Customer, an irrevocable, unconditional (subject to this clause), perpetual, royalty-free, non-exclusive, worldwide and transferable licence to exercise all Intellectual Property Rights in the Machine Code on the Hardware to enable the Hardware in which it is loaded to function in accordance with the Requirements.
- (b) The Customer must use the Machine Code in accordance with any terms and conditions specified in the Module Order Form.
- (c) The Customer must not:
  - (i) distribute, sublicense or otherwise transfer all or any part of the Machine Code to any other person; or
  - (ii) attempt to disassemble, decompile or otherwise reverse engineer the Machine Code, except to the extent permitted by the Contract or applicable Law.

### **3.5 Supply of Hardware through a Reseller**

- (a) This clause 3.5 applies where the Module Order Form specifies that the Hardware will be supplied via a Supplier that is a Reseller.
- (b) If specified in the Module Order Form that this clause 3.5(b) applies, the Supplier will supply the Hardware to the Customer in accordance with all of the provisions of the Contract except that:
  - (i) clauses 3.9 and 3.10 do not apply, and the Supplier must:
    - (A) ensure the Customer receives or is provided access to a copy of and approves the Third Party Provider's warranties prior to any order or commitment being made in respect of any Hardware;
    - (B) assign the Third Party Provider's warranty to the Customer;
    - (C) co-ordinate and manage any warranty claim that is reported by the Customer to the Supplier and must use best efforts to ensure that all benefits of the warranty provided under clause 3.5(b)(i)(B) are used for the benefit of the Customer including by providing such assistance set out in the Module Order Form; and
  - (ii) clause 3.3(b) does not apply, and title in the Hardware will pass to the Customer as specified in the Module Order Form.
- (c) If specified in the Module Order Form that this clause 3.5(c) applies, the Supplier will provide reseller services which facilitate the supply of the Hardware from the Third Party Provider to the Customer, and:
  - (i) the provisions of this Module (other than clauses 1, 2, 3.1(c), 3.5 and 5) and clause 4.1(d) of the Comprehensive Contract Conditions do not apply to the supply of Hardware;
  - (ii) the Supplier must ensure the Customer receives or is provided access to a copy of the terms of the contract for the supply of the Hardware between the Customer and the Third Party Provider prior to any order or commitment being made in respect of any Hardware;

- (iii) the terms of the contract for the supply of the Hardware between the Customer and the Third Party Provider specified in clause 3.5(c)(ii) will be attached to the Contract and will be deemed accepted by the Customer when the Customer enters into the Contract;
- (iv) the Supplier must co-ordinate and manage any warranty claim that is reported by the Customer to the Supplier and must use best efforts to ensure that all benefits of the warranty to the Customer are utilised to the benefit of the Customer including by providing such assistance set out in the Module Order Form, however the Supplier is not liable to the Customer for the supply of the Hardware in any way, including the features, capabilities, performance or other characteristics of the Hardware; and
- (v) the Customer must pay the Price for the Hardware to the Supplier, and the Supplier must pay the Third Party Provider the amount agreed between the Supplier and the Third Party Provider for the Hardware to the Third Party Provider.

### **3.6 Acceptance Testing**

If specified in the Details, Acceptance Tests must be conducted in relation to the Hardware in accordance with clause 9 of the Comprehensive Contract Conditions.

### **3.7 Ancillary services**

The Supplier must provide the ancillary services (if any) in connection with the Hardware as specified in the Module Order Form.

### **3.8 Continued availability of Hardware**

The Supplier must for the Warranty Period:

- (a) continue to supply the Hardware (including spare parts, replacements, upgrades or attachments); or
- (b) supply appropriate substitutes for the Hardware if for any reason the Hardware is no longer available.

### **3.9 Warranties**

The Supplier warrants that:

- (a) the Hardware:
  - (i) will, during the Warranty Period, comply with and perform in accordance with the Requirements;
  - (ii) will, during the Warranty Period, be compatible and inter-operate with, and will not detrimentally affect the operation or performance of, the Designated Environment, when used in accordance with the User Documentation and Bespoke Documentation (as applicable);
  - (iii) may be used in accordance with the User Documentation and Bespoke Documentation (as applicable) without risk to health or safety;
  - (iv) will not be subject to any encumbrance or interest, except for an encumbrance or interest which arises by operation of a Law that cannot be excluded by contract; and
  - (v) will be fully scalable to accommodate the Customer's changing requirements to the extent set out in the Module Order Form.
- (b) the User Documentation will provide adequate instructions on how to enable an appropriately skilled person to operate and use the Hardware without reference to the Supplier.

### **3.10 Defects**

- (a) Subject to clause 3.10(e), during the Warranty Period the Supplier must, at no cost to the Customer:

- (i) remedy all Defects in the Hardware and/or Machine Code either by repair, replacement or modification; and
  - (ii) take all reasonable measures (including providing a Workaround) to enable the Customer to continue to productively use the Hardware while remedying Defects.
- (b) The Customer must:
  - (i) provide reasonable assistance to the Supplier in remedying any Defect; and
  - (ii) where the Supplier requires remote access to the Hardware to repair or modify the Hardware, provide that access subject to the Supplier complying with clauses 6.1 and 6.3 of the Comprehensive Contract Conditions.
- (c) Where the Supplier replaces parts of the Hardware:
  - (i) the replacement parts will be new unless otherwise specified in the Module Order Form;
  - (ii) title and risk in the replacement parts will transfer to the Customer on installation unless otherwise specified in the Module Order Form;
  - (iii) title and risk in the replaced parts will transfer to the Supplier on its removal of the replaced parts;
  - (iv) the replacement Hardware or parts are provided with the same warranties that apply to the Hardware for the remainder of the Warranty Period of the Hardware.
- (d) If the Supplier is unable to rectify a Defect to the reasonable satisfaction of the Customer in a reasonable time and manner, the Customer may itself, or may arrange for a third party to, correct any Defect. In this case:
  - (i) the Supplier must provide the Customer or the relevant third party whatever assistance that may be reasonably required to rectify the Defect;
  - (ii) the Customer will comply, and where the third party is not authorised by the Supplier or manufacturer to be an authorised repairer of the Hardware, ensure that the third party complies with the manufacturer's instructions and any User Documentation in making any repair; and
  - (iii) the Supplier must reimburse the Customer the costs reasonably incurred by the Customer for the rectification work performed.
- (e) The Supplier is not required to remedy any Defects in the Hardware to the extent that the Defect arises as a result of:
  - (i) fair wear and tear;
  - (ii) any failure of the Customer to comply with its obligations under the Contract;
  - (iii) the Customer not allowing the Supplier to implement any Mandatory Engineering Changes under clause 3.12;
  - (iv) damage arising from the re-installation, relocation or decommissioning or recommissioning of the Hardware by a person other than the Supplier, its Personnel or a person authorised by the Supplier;
  - (v) damage arising from changes, alterations, additions or modifications effected or attempted by a person other than the Supplier, its Personnel or a person authorised by the Supplier;
  - (vi) damage caused by the failure of electrical power (other than power from the internal battery of the Hardware), air conditioning, humidity control or any environmental factor;
  - (vii) damage caused by the operation of the Hardware other than in accordance with the User Documentation and Bespoke Documentation (as applicable) and the Contract;

- (viii) damage caused by use of consumables or parts with the Hardware which are not authorised by the Supplier;
- (ix) any Harmful Code that adversely affects the Hardware or any software installed on it or connected to it, except to the extent that:
- (x) the Harmful Code was introduced by the Supplier or its Personnel; or
- (xi) the Requirements include a requirement to protect against Harmful Code, and the Defect is caused by a failure to meet the Requirements; or
- (xii) an Unexpected Event.
- (xiii) Where the Supplier, acting reasonably, determines that the Defect arises as a result of circumstances set out in clause 3.10(e), then if the Customer requests the Supplier to remedy the Defect, the Supplier is entitled to charge the Customer for the costs and expenses (calculated using the rates set out in the applicable Pricing Schedule, or if none are stated, at the Supplier's then current commercial rates subject to clause 10.4 of the Comprehensive Contract Conditions (if applicable)) that arise out of or in connection with identifying and attempting to remedy that Defect.

### **3.11 Product recalls**

For the avoidance of doubt, the Supplier's obligations in this clause 3 do not limit its obligations under applicable Laws including in respect of any product recalls.

### **3.12 Engineering changes**

- (a) During the Warranty Period, the Supplier must, at no additional cost to the Customer, implement any Mandatory Engineering Change to the Hardware.
- (b) Where the Supplier implements a Mandatory Engineering Change during the Warranty Period, the Supplier must perform any tests required by the manufacturer of the Hardware that are necessary to demonstrate the Mandatory Engineering Change has been successfully implemented and, if requested by the Customer prior to completing the implementation, the Supplier must:
  - (i) explain and demonstrate to the Customer the effect of the Mandatory Engineering Change; and
  - (ii) provide the Customer with written confirmation of any test results or such explanation.

## **4 Hardware Maintenance Services**

### **4.1 Maintenance period**

- (a) The Supplier must provide the Hardware Maintenance Services for the Maintenance Period specified in the Module Order Form.
- (b) The Customer may extend the Maintenance Period on the same terms and conditions for the extension period specified in the Module Order Form by giving the Supplier written notice by at least the period as specified in the Module Order Form before expiry of the then current Maintenance Period.

### **4.2 Supply of Hardware Maintenance Services**

- (a) The Supplier must provide the Hardware Maintenance Services to a standard that ensures continuity of performance of the Supported Hardware in accordance with the Contract including the Requirements and the Service Levels.
- (b) The Customer must co-operate with the Supplier by providing reasonable access to the Site during Business Hours or as otherwise agreed as necessary to enable the Supplier to

provide the Hardware Maintenance Services, subject to the Supplier complying with clauses 6.1, 6.2(b) and 6.3 of the Comprehensive Contract Conditions.

- (c) Where the Supplier requires remote access to the Supported Hardware to provide the Hardware Maintenance Services, the Customer must provide that access subject to the Supplier complying with clauses 6.1 and 6.3 of the Comprehensive Contract Conditions.

### **4.3 Replacement parts**

Where specified in the Module Order Form, the Supplier must maintain, or require that its supplier or the Supported Hardware manufacturer maintains a stock of frequently required Supported Hardware parts including as may be necessary to meet the Service Levels.

### **4.4 General support**

The Supplier must provide the general support specified in the Module Order Form during the hours of support specified in the Module Order Form.

### **4.5 Preventative maintenance**

- (a) The Supplier must provide preventative maintenance services on a scheduled basis as set out in the Module Order Form.
- (b) The Customer may postpone any preventative maintenance on 5 Business Days' notice to the Supplier and reschedule the preventative maintenance to occur as soon as practicable.

### **4.6 Remedial maintenance**

- (a) After being notified of a Defect or possible Defect in the Supported Hardware, the Supplier must provide remedial maintenance services as set out in the Module Order Form. To the extent practical, the Supplier must implement measures to minimise disruption to the Customer's operations during maintenance work (including providing a Workaround) and perform the Hardware Maintenance Services at times likely to cause the least possible disruption to the Customer's business and in all cases only by prior arrangement with the Customer.
- (b) The Supplier must, if the Customer makes such request prior to the completion of the relevant remedial maintenance:
  - (i) test the repaired Supported Hardware by running a diagnostic program and performing any other relevant tests necessary to demonstrate the remedial maintenance has been successful;
  - (ii) otherwise explain and demonstrate to the Customer the effect of the remedial maintenance; and
  - (iii) provide the Customer with written confirmation of such test results or such explanation.
- (c) If the Supplier is unable to rectify a Defect to the reasonable satisfaction of the Customer in accordance with the Service Levels (if any) or, if no Service Levels apply, in a reasonable time and manner, the Customer may itself, or may arrange for a third party to, correct any Defect. In this case:
  - (i) the Supplier must provide the Customer or the relevant third party whatever assistance that may be reasonably required to rectify the Defect;
  - (ii) the Customer will comply, and where the third party is not authorised by the Supplier or manufacturer of the Supported Hardware to be an authorised repairer of the Supported Hardware, ensure that the third party complies, with the manufacturer's instructions and any User Documentation in making any repair; and
  - (iii) the Supplier must reimburse the Customer the costs reasonably incurred by the Customer for the rectification work performed.



- (d) The Supplier must not interchange parts between the Supported Hardware and any other equipment without the prior written consent of the Customer.
- (e) Where the Supplier replaces parts of the Supported Hardware:
  - (i) the replacement parts will be new unless otherwise specified in the Module Order Form;
  - (ii) title and risk in the replacement parts will transfer to the Customer on installation unless otherwise specified in the Module Order Form;
  - (iii) title and risk in the replaced parts will transfer to the Supplier on its removal of the replaced parts; and
  - (iv) the Supplier warrants that the replacement part will be free from defects or omissions in materials, workmanship, design or performance and the Supplier's warranty obligations in respect of the Supported Hardware are not otherwise reduced or extended as a result of the Supplier replacing or repairing any Supported Hardware component during the performance of the Hardware Maintenance Services.

#### **4.7 Costs of carriage and reinstallation of Supported Hardware**

If the Supplier dispatches any of the Supported Hardware away from the Site for preventative maintenance or remedial maintenance then, unless otherwise agreed between the parties and subject to clause 4.9, the Supplier must bear all the costs, including those of packing, carriage and insurance that are incurred in the dispatch, overhaul, repair, return and reinstallation of the Supported Hardware.

#### **4.8 Supply of Hardware Maintenance Services through a Reseller**

- (a) This clause 4.8 applies where the Module Order Form specifies that the Hardware Maintenance Services will be supplied via a Supplier that is a Reseller.
- (b) If specified in the Module Order Form that this clause 4.8(b) applies, the Supplier will supply the Hardware Maintenance Services to the Customer in accordance with all of the provisions of the Contract except that:
  - (i) the warranties set out in clause 4.10 do not apply; and
  - (ii) the Supplier must:
    - (A) ensure the Customer receives or is provided access to a copy of and approves the Third Party Provider's warranties prior to any order or commitment being made in respect of any Hardware Maintenance Services;
    - (B) assign the Third Party Provider's warranty to the Customer; and
    - (C) co-ordinate and manage any warranty claim that is reported by the Customer to the Supplier and must use best efforts to ensure that all benefits of the Third Party Provider's warranty provided under clause 4.8(b)(ii)(B) are used for the benefit of the Customer including by providing such assistance set out in the Module Order Form.
- (c) If specified in the Module Order Form that this clause 4.8(c) applies, the Supplier will provide reseller services which facilitate the supply of the Hardware Maintenance Services by the Third Party Provider to the Customer, and:
  - (i) the provisions of this Module (other than clauses 1, 2, 4.1, 4.2, 4.4, 4.5, 4.6, 4.8, 4.12, 4.14 and 5) and clause 4.1(d) of the Comprehensive Contract Conditions do not apply to the supply of the Hardware Maintenance Services;
  - (ii) the Supplier must ensure the Customer receives or is provided access to a copy of the terms of the contract for the supply of the Hardware Maintenance Services between the

Customer and the Third Party Provider prior to any order or commitment being made in respect of any Hardware Maintenance Services;

- (iii) the terms of the contract for the supply of the Hardware Maintenance Services between the Customer and the Third Party Provider specified in clause 4.8(c)(ii) will be:
  - (A) attached to the Contract;
  - (B) available for the Customer to accept online from a website nominated by the Supplier (including the website of the Third Party Provider); or
  - (C) in the form of a shrinkwrap agreement that is provided with the relevant part of the Supported Hardware (a copy of which is provided in advance of delivery under clause 4.8(c)(ii)),

and such contract will be deemed accepted by the Customer when the Customer enters into the Contract;

- (iv) the Supplier must co-ordinate and manage the provision of any support and maintenance services that are to be provided by the Third Party Provider in respect of any Defect or alleged Defect that is reported by the Customer to the Supplier including by providing such assistance set out in the Module Order Form;
- (v) the Supplier must co-ordinate and manage the provision of any services that are to be provided in respect of any movement, addition, change or substitution of the Supported Hardware; and
- (vi) the Customer must pay the Price for the Hardware Maintenance Services to the Supplier, and the Supplier must pay the Third Party Provider the amount agreed between the Supplier and the Third Party Provider for the Hardware Maintenance Services to the Third Party Provider.

#### **4.9 Exclusions from Hardware Maintenance Services**

- (a) The Supplier is not required to provide the Hardware Maintenance Services and is not responsible for any failure to meet the Service Levels to the extent that the Defect or failure to meet the Service Levels arises as a result of:
  - (i) fair wear and tear;
  - (ii) any failure of the Customer to comply with its obligations under the Contract;
  - (iii) the Customer not allowing the Supplier to implement any Mandatory Engineering Changes under clause 4.13;
  - (iv) damage arising from the re-installation, relocation or decommissioning or recommissioning of the Supported Hardware by a person other than the Supplier, its Personnel or a person authorised by the Supplier;
  - (v) damage arising from changes, alterations, additions or modifications effected or attempted by a person other than the Supplier, its Personnel or a person authorised by the Supplier;
  - (vi) damage caused by the failure of electrical power (other than power from the internal battery of the Supported Hardware), air conditioning, humidity control or any environmental factor;
  - (vii) damage caused by the operation of the Supported Hardware other than in accordance with the User Documentation and Bespoke Documentation (as applicable) and the Contract;
  - (viii) damage caused by use of consumables or parts with the Supported Hardware which are not authorised by the Supplier;

- (ix) any Harmful Code that adversely affects the Supported Hardware or any software installed on it or connected to it, except to the extent that:
  - (A) the Harmful Code was introduced by the Supplier or its Personnel; or
  - (B) the Requirements include a requirement to protect against Harmful Code, and the Defect is caused by a failure to meet the Requirements; or
- (x) an Unexpected Event.
- (b) Where the Supplier, acting reasonably, determines that the Defect arises as a result of circumstances set out in clause 4.9(a), then if the Customer requests the Supplier to remedy the Defect, the Supplier is entitled to charge the Customer for the costs and expenses (calculated using the rates set out in the applicable Pricing Schedule, or if none are stated, at the Supplier's then current commercial rates subject to clause 10.4 of the Comprehensive Contract Conditions (if applicable)) that arise out of or in connection with identifying and attempting to remedy that Defect.

#### **4.10 Warranties**

The Supplier warrants that the Hardware Maintenance Services will be performed:

- (a) using appropriate materials of high quality;
- (b) by appropriately qualified and trained Personnel; and
- (c) to a standard that ensures continuity of performance of the Supported Hardware in accordance with the Service Levels (or if no service levels are agreed, within a reasonable time and manner) and the Contract.

#### **4.11 Service Levels and Service Credits**

- (a) The Supplier must measure its performance against the Service Levels and provide a report to the Customer at the frequency specified in the Module Order Form or Schedule 8 – Service Levels.
- (b) Subject to clause 4.9, if the Supplier fails to meet the Service Levels, it must apply the Service Credits against the next invoice issued after the relevant Service Credits accrue, or in accordance with the process set out in the Module Order Form. If the Contract has terminated or expired, the Supplier must promptly pay the amount of the Service Credits to the Customer.

#### **4.12 Product recalls**

For the avoidance of doubt, the Supplier's obligations in this clause 4 do not limit its obligations under applicable Laws including in respect of any product recalls.

#### **4.13 Engineering changes**

- (a) The Supplier must, at no additional cost to the Customer, implement any Mandatory Engineering Changes to the Supported Hardware.
- (b) Where the Supplier implements a Mandatory Engineering Change, the Supplier must perform any tests required by the supplier or the manufacturer of the Supported Hardware that are necessary to demonstrate the Mandatory Engineering Change has been successfully implemented and, if requested by the Customer prior to completing the implementation, the Supplier must:
  - (i) explain and demonstrate to the Customer the effect of the Mandatory Engineering Change; and
  - (ii) provide the Customer with written confirmation of any test results or such explanation.

#### 4.14 Movement of Hardware

- (a) Subject to clause 4.14(c), the Customer must give the Supplier at least 30 days' notice in writing of its intention to relocate from the Site any Supported Hardware, such notice to include the dates of decommissioning and re-commissioning and the new location of the Supported Hardware.
- (b) If the Customer proposes a suspension of the Hardware Maintenance Services in connection with the relocation of the Supported Hardware under clause 4.14(a), the Customer may submit a Change Request in accordance with clause 7.8 of the Comprehensive Contract Conditions.
- (c) Where the Supported Hardware is portable and may be moved without any impact on the cost or difficulty to the Supplier of providing the Hardware Maintenance Services, the Customer may move the Supported Hardware without notice to the Supplier without any reduction of the Supplier's obligations under the Contract. The Supplier is not responsible for any loss or damage that occurs due to such movement.
- (d) If the Supported Hardware is relocated by any person other than the Supplier, then the Customer must inform the Supplier of the new location of the Supported Hardware.

#### 4.15 Maintenance records

- (a) The Supplier must maintain records of all:
  - (i) issues reported by the Customer;
  - (ii) remedial action taken by the Supplier; and
  - (iii) parts replaced by the Supplier,during the performance of the Hardware Maintenance Services.
- (b) The Supplier must make copies of such records available to the Customer at no additional cost promptly following a request.

## 5 Definitions

**Approved Purpose** means the approved purpose (if applicable) for use of the Hardware.

**Firmware** means fixed software code and/or data structures that internally control elements within the Hardware.

**Hardware** means the hardware supplied by the Supplier specified in the Module Order Form.

**Hardware Maintenance Services** means the hardware maintenance services specified in the Module Order Form.

**Integrate** in respect of the Hardware includes the integration and/or implementation of the Hardware with or within the Designated Environment so that it is ready for use by the Customer and complies with the Requirements.

**Machine Code** includes any microcode, basic input/output system code (called BIOS), utility programs, device drivers, diagnostics, Firmware and any other code (all subject to any exclusions in the licence provided with it), delivered with the Hardware for the purpose of enabling the Hardware to function as specified in the Requirements.

**Maintenance Period** means the period specified in the Module Order Form for the supply of the Hardware Maintenance Services.

**Mandatory Engineering Changes** means any changes and upgrades to the Hardware or Supported Hardware (as applicable) which are authorised by the manufacturer as mandatory and

which are designed to improve the safety, performance or reliability of the Hardware or Supported Hardware (as applicable).

**Reseller** means any entity who provides, or facilitates the provision of, the Hardware or Hardware Maintenance Services (as applicable) to the Customer under the Contract as Supplier, but is not the Third Party Provider or a Related Body Corporate of the Third Party Provider.

**Service Credits** means the service credits in respect of Hardware Maintenance Services described in Schedule 8 – Service Levels or such other document referred to in the Module Order Form.

**Service Levels** means the service levels in respect of the Hardware Maintenance Services described in Schedule 8 – Service Levels or such other document referred to in the Module Order Form.

**Supported Hardware** means the hardware in respect of which the Supplier will supply the Hardware Maintenance Services as specified in the Module Order Form.

**Third Party Provider** means any entity who is the manufacturer of the Hardware or Supported Hardware (as applicable). Third Party Provider does not include a Reseller or a Related Body Corporate of the Supplier.

**Workaround** means a fix or alternative procedure to temporarily address a Defect.