

# Module 3 – As a Service

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## Module 3 – As a Service

### 1 Application of Module

- (a) The Comprehensive Contract Conditions for 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 3 forms part of the Contract.

### 2 Interpretation

- (a) The definitions for this Module are set out in clause 4.
- (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 As a Service

#### 3.1 Subscription Period

- (a) The Supplier must provide the As a Service to the Customer during the Subscription Period.
- (b) The first Subscription Period will start on the date specified in the Module Order Form.
- (c) Subject to clause 3.1(f), at the end of each Subscription Period, the As a Service will be automatically renewed for a further Subscription Period, unless either party has:
  - (i) exercised a right to terminate the As a Service; or
  - (ii) notified the other party that it does not wish to renew the As a Service. The minimum non-renewal notice period is specified in the Module Order Form.
- (d) Each further Subscription Period will be on the same terms, subject to a change in level of As a Service under clause 3.21.
- (e) Unless otherwise agreed, any non-renewal will take effect, and the last day of the supply of As a Service will be the end of the Subscription Period in which the non-renewal notice is given in accordance with clause 3.1(c).
- (f) The Supplier must provide the As a Service to the Customer for at least the Minimum Subscription Period. The Supplier may not notify the Customer under clause 3.1(c) that it does not wish to renew the As a Service during the Minimum Subscription Period.
- (g) No compensation is payable for non-renewal of the As a Service in accordance with this clause 3.1.
- (h) This clause 3.1 does not limit the termination rights of each party under clause 24 of the Comprehensive Contract Conditions.

#### 3.2 Supply of As a Service

- (a) The Supplier must perform and provide the As a Service:
  - (i) in accordance with the Contract including the Requirements and the Service Levels; and
  - (ii) using the Infrastructure and to a standard as specified in the Module Order Form.
- (b) The Supplier must ensure the As a Service complies with the legal and regulatory compliance requirements specified in the Module Order Form.

### 3.3 Additional Provisions for As a Service

The parties may agree Additional Provisions for the supply of the As a Service in accordance with clause 1.4 of the Comprehensive Contract Conditions.

### 3.4 Supply of As a Service through a Reseller

- (a) This clause 3.4 applies where the Module Order Form specifies that the As a Service will be supplied via a Supplier that is a Reseller.
- (b) If specified in the Module Order Form that this clause 3.4 applies, the Supplier will provide reseller services which facilitate the supply of the As a Service from the Third Party Provider to the Customer, and:
  - (i) the provisions of this Module (other than clause 1, 2, 3.4, 3.13 and 4) and clause 4.1(d) of the Comprehensive Contract Conditions do not apply to the supply of the As a Service;
  - (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 As a Service between the Customer and the Third Party Provider prior to any order or commitment being made in respect of the As a Service;
  - (iii) the terms of the contract for the supply of the As a Service between the Customer and the Third Party Provider specified in clause 3.4(b)(ii) will be:
    - (A) attached to the Contract; or
    - (B) available for the Customer to accept online from a website nominated by the Supplier (including the website of the Third Party Provider);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 service that is 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 on the Module Order Form; and
  - (v) the Customer must pay the Price for the As a Service 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 As a Service to the Third Party Provider.

### 3.5 Minimum System Requirements

The Customer must:

- (a) ensure that the Customer's IT System and Network used by the Customer to access the As a Service complies with the Minimum System Requirements; and
- (b) use the As a Service in accordance with any usage restrictions or guidelines, as specified in the Module Order Form.

### 3.6 Transition-In Services

- (a) If specified in the Module Order Form that Transition-In Services are required, the Supplier must provide the Transition-In Services to transition the Customer to the As a Service in accordance with the Transition-In Plan.
- (b) The Customer must perform all services, functions and tasks assigned to the Customer in the Transition-In Plan.
- (c) The Supplier must use its best endeavours to complete the Transition-In Services by the date specified in the Module Order Form, and must promptly notify the Customer of anything

it becomes aware of that is likely to delay the Supplier in completing the Transition-In Services by that date.

- (d) If specified in the Details, Acceptance Tests must be conducted for the Transition-In Services in accordance with clause 9 of the Comprehensive Contract Conditions. If Acceptance Tests are conducted for the Transition-In Services, the Subscription Period will commence on the AAD of the Transition-In Services unless otherwise specified in the Module Order Form.
- (e) If specified in the Details that Acceptance Tests are not required for the Transition-In Services, once the Supplier has completed the Transition-In Services, the Supplier must notify the Customer in writing that the Transition-In Services are complete and the date that the Subscription Period will commence. The Subscription Period will commence on the date specified in the Supplier's notice.

### **3.7 Data Migration Services and Data Cleansing Services**

- (a) If the Module Order Form states that Data Migration Services or Data Cleansing Services are to be performed by the Supplier, the Supplier must perform the Data Migration Services or Data Cleansing Services (as applicable) as specified in the Module Order Form and by the date specified in the Module Order Form.
- (b) The Customer will provide the assistance related to the Data Migration Services or Data Cleansing Services (as applicable) as specified in the Module Order Form including extraction of Customer Data to the Supplier for data migration and conversion or data cleansing (as applicable).
- (c) If the Data Migration Services include the Supplier providing to the Customer any software tools, object libraries, methodologies or other devices owned by the Supplier or any other party (**Data Tools**), the Data Tools will be provided to the Customer as Software as a Service in accordance with this Module, or as Licensed Software in accordance with Module 2 – Software (as applicable).

### **3.8 As a Service Location and Customer Data**

- (a) This clause 3.8 applies if the Supplier will process, store or host any Customer Data as part of the provision of the As a Service.
- (b) If specified in the Module Order Form, the Supplier must allow the Customer to specify the As a Service Location, including that it be in Australia. If the Customer specifies a jurisdiction outside of Australia, this will constitute the Customer's consent for the purpose of clause 15.1(c)(iv) of the Comprehensive Contract Conditions for the transfer of any Personal Information included in the Customer Data outside of Australia.
- (c) The Customer acknowledges and agrees that the Supplier may perform certain aspects of the As a Service from locations outside the As a Service Location, and those services may require access to the Customer's account details or the Supplier's logs and data relating to the Customer's use of the As a Service, but will exclude any use of or access to Customer Data or Personal Information (except for the purpose specified in clause 15.1(c)(iv)(B) of the Comprehensive Contract Conditions).
- (d) The Supplier must not change the As a Service Location unless required to comply with applicable Laws or a binding order of a governmental body, in which case:
  - (i) the Supplier must promptly notify the Customer of the required change and new As a Service Location; and
  - (ii) if the new As a Service Location is in a different country to the As a Service Location specified in the Module Order Form, the Customer may, without liability (including payment of early termination fees or fees under clause 24.3 of the Comprehensive Contract Conditions), cancel the As a Service by providing the Supplier 30 days' written notice.

- (e) The Customer acknowledges that it is and remains responsible for the content of the Customer Data.
- (f) The Supplier must:
  - (i) comply with the procedures and requirements set out in the Module Order Form (if any) regarding storage and back-up of the Customer Data;
  - (ii) provide or make available to the Customer at no additional cost, tools and mechanisms on a self-service basis to enable the Customer to access and monitor the Customer Data, as further specified in the Module Order Form; and
  - (iii) if specified in the Module Order Form, provide to the Customer, at the frequencies specified in the Module Order Form or otherwise within 5 Business Days after a Customer request, an up-to-date copy of all Customer Data which is held or used in or by the As a Service in an electronic format specified in the Module Order Form.
- (g) Without limiting clause 14.4 of the Comprehensive Contract Conditions, on expiry (and non-renewal) or termination of the Subscription Period the Supplier must:
  - (i) either:
    - (A) return the Customer Data to the Customer; or
    - (B) allow the Customer to extract the Customer Data,in accordance with the procedures and requirements set out in the Module Order Form; and
  - (ii) unless otherwise specified in the Module Order Form or directed by the Customer, after returning or allowing the Customer to extract the Customer Data, destroy or securely erase all Customer Data from the Infrastructure, and confirm to the Customer when this has been done.
- (h) The Supplier must not refuse to return, or refuse to allow the Customer to extract, Customer Data or delay doing so for any reason.
- (i) In respect of Customer Data that is Metadata, the Supplier's obligations under clause 3.8(g) apply to the extent it is reasonable and practicable for the Supplier to do so.

### **3.9 Limitation of liability for Customer Data**

- (a) Subject to clause 3.9(c), to the extent permitted by Law, the maximum liability of the Supplier to the Customer, whether in contract, tort (including negligence) or otherwise for loss of or damage to Customer Data in the Supplier's provision of the As a Service, is limited to the amount specified in the Module Order Form. If no limitation of liability is specified for loss of or damage to Customer Data in the Module Order Form, the Supplier's liability for loss of or damage to Customer Data is not limited by the Contract.
- (b) Subject to clause 3.9(c), the limitation of liability in clause 3.9(a):
  - (i) applies to the Supplier's liability under the indemnity in clause 18.1(a)(i) of the Comprehensive Contract Conditions for loss of or damage to Customer Data where such loss or damage was caused by or in connection with the Supplier's breach of the Information Privacy Act or the Privacy Act;
  - (ii) applies to the Supplier's liability under the indemnity in clause 18.1(a)(iv) of the Comprehensive Contract Conditions for loss of or damage to Customer Data where such loss or damage was caused by or in connection with the Supplier's breach of clause 14 or 15 of the Comprehensive Contract Conditions; and
  - (iii) does not apply to the Supplier's liability under the indemnity in clause 18.1(a)(i) or 18.1(a)(iv) of the Comprehensive Contract Conditions for any other loss, damage, liability, cost or expense (including legal expenses) suffered or incurred by the

Customer or its Personnel, whether in contract, tort (including negligence), or otherwise in connection with any breach by the Supplier or its Personnel of any obligations under the Information Privacy Act or the Privacy Act or clause 14 or 15 of the Comprehensive Contract Conditions.

- (c) The limitation of liability in clause 3.9(a) does not apply to the Supplier's liability for any loss of or damage to Customer Data to the extent that such loss or damage was caused or contributed to by any fraudulent act or omission of the Supplier or its Personnel.
- (d) For the purposes of clause 17.2 of the Comprehensive Contract Conditions, the Supplier is not liable to the Customer for any Consequential Loss as specified in paragraphs (a) and (b) of the definition of Consequential Loss suffered or incurred by the Customer whether in contract, tort (including negligence) or otherwise in connection with loss of or damage to Customer Data, except that the Supplier remains liable for, and the limitation of liability in clause 3.9(a) applies to, any loss of or damage to data that is Customer Data arising out of any obligation of the Supplier under the Contract with respect to:
  - (i) the hosting, storage, migration, conversion, cleansing or back-up of data for the Customer in providing Products or Services; or
  - (i) Harmful Code.

### 3.10 Security

- (a) The Supplier will take all reasonable steps to ensure that no unauthorised party:
  - (i) is allowed physical or electronic access to the Infrastructure or the Customer Data; or
  - (ii) prevents or can prevent the As a Service from being available.
- (b) If the Supplier will process, store or host any Customer Data in providing the As a Service, the Supplier must:
  - (i) establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards to protect the Customer Data from destruction, loss and unauthorised access or alteration which are industry standard for products and services similar to the As a Service and as otherwise specified in the Module Order Form;
  - (ii) remove all Customer Data from any media taken out of service, and destroy or securely erase such media in accordance with the Supplier's standard security policy; and
  - (iii) provide or make available to the Customer at no additional cost, tools and mechanisms on a self-service basis to enable the Customer to log access to and modification of Customer Data, as specified in the Module Order Form.
- (c) Upon the Customer's request, but no more frequently than once per year, the Supplier will provide the Customer with a SOC 2 Type 2 Report, or equivalent industry recognised assessment for the Infrastructure or the data centre(s) at which the Infrastructure is located.

### 3.11 Electronic Incidents

Upon receipt of a notification by the Supplier of an Electronic Incident under clause 22.6 of the Comprehensive Contract Conditions, in consultation with the Supplier, the Customer may, at its reasonable discretion, require that:

- (a) the Supplier's ability to access, process, or store Customer Data be suspended;
- (b) connectivity with the Supplier be terminated; or
- (c) other appropriate action be taken pending such resolution,

provided that upon any such action by the Customer or required of the Supplier by the Customer, the Supplier will be relieved of its obligations under the Contract to the extent it is unable to perform under such circumstances and so notifies the Customer.

### 3.12 Harmful Code

- (a) Subject to clause 3.12(b), if any Harmful Code is found in the Infrastructure which affects the supply of the As a Service or Customer Data, the Supplier must immediately use its best efforts to eliminate the Harmful Code and mitigate any loss of productive use of the As a Service and any loss of Customer Data.
- (b) Where the Supplier, acting reasonably, determines that the Harmful Code was introduced by the Customer, then if the Customer requests the Supplier to eliminate the Harmful Code and mitigate any loss of productive use of the As a Service and any loss of Customer Data, 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 attempting to do so.

### 3.13 Ancillary services

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

### 3.14 Defects

- (a) After being notified of a Defect or possible Defect in the As a Service by the Customer, the Supplier must take all reasonable measures (including providing a Workaround) to enable the Customer to continue to productively use the As a Service in accordance with the Service Levels (if any) or, if no Service Levels apply, in a reasonable time and manner.
- (b) The Customer must provide reasonable assistance and information to the Supplier in order to assist the Supplier to identify and resolve the Defect.

### 3.15 Maintenance and Scheduled Downtime

- (a) The Supplier is, at its cost, solely responsible for maintaining, upgrading and replacing Infrastructure, methodologies, facilities, systems and other resources used in the performance and provision of the As a Service in order to ensure the As a Service continues to meet the Requirements and Service Levels.
- (b) The Supplier must:
  - (i) use its best efforts to minimise interruptions to the Customer's use of the As a Service for Scheduled Downtime; and
  - (ii) if specified in the Module Order Form, give the Customer the specified prior notice of all Scheduled Downtime.

### 3.16 General Support

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

### 3.17 Service Levels and Service Credits

- (a) The Supplier must:
  - (i) measure its performance against the Service Levels and provide a report to the Customer at the frequency specified in the Module Order Form; or
  - (ii) provide or make available to the Customer at no additional cost, tools and mechanisms on a self-service basis to enable the Customer to monitor the Supplier's performance against the Service Levels, as specified in the Module Order Form.



- (b) Subject to clause 3.19, 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 Subscription Period has terminated or expired, the Supplier must promptly pay the amount of the Service Credits to the Customer.

### 3.18 Warranties

- (a) The Supplier warrants that the As a Service will be performed:
- (i) so as to meet or exceed the Service Levels (or if no service levels are agreed, within a reasonable time and manner); and
  - (ii) in accordance with the Contract.
- (b) Without limiting clause 3.18(a), the Supplier does not guarantee that the As a Service will be error-free or will operate without interruption.

### 3.19 Exclusions from As a Service

- (a) The Supplier is not in breach of its obligations to provide the As a Service, and is not responsible for any failure to meet the Service Levels, to the extent that the breach or failure arises as a result of:
- (i) any failure of the Customer to comply with its obligations under the Contract;
  - (ii) a failure of the Customer to ensure that the Customer's IT System and Network complies with the Minimum System Requirements;
  - (iii) any failure of a Customer Input (if applicable) to comply with the requirements specified in the Details;
  - (iv) damage or unavailability caused by the use of the As a Service by the Customer other than in accordance with the User Documentation and Bespoke Documentation (as applicable) and the Contract;
  - (v) an Unexpected Event;
  - (vi) any event or circumstance outside the reasonable control of the Supplier which could not have been prevented or avoided by the Supplier by reasonable diligence or reasonable precautions;
  - (vii) in relation to Service Levels as to Availability, the period of unavailability during Scheduled Downtime; or
  - (viii) such other circumstances specified in the Module Order Form.
- (b) Where the Supplier, acting reasonably, determines that the breach or failure arises as a result of circumstances set out in 3.19(a), then if the Customer requests the Supplier to remedy the breach or failure, 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 breach or failure.

### 3.20 Disaster recovery

If specified in the Module Order Form, the Supplier must implement, maintain and comply with disaster recovery procedures to ensure the Supplier's provision of the As a Service through the Infrastructure continues without interruption if a Disaster occurs or affects the Infrastructure, as specified in the Module Order Form (**Disaster Recovery Procedures**).

### 3.21 Changes to level of As a Service

- (a) Where the As a Service is supplied to the Customer on a Unit basis, the Customer may:

- (i) use additional Units of the As a Service; or
- (ii) reduce the number of Units of the As a Service,

in which case the number of Units for the As a Service will be adjusted as required by the Customer for the As a Service, at the frequency specified in the Module Order Form.

- (b) Notwithstanding clause 3.21(a), if the number of Units of the As a Service actually used by the Customer in a Subscription Period exceeds the number of Units purchased for that Subscription Period, the Customer will pay the Supplier for the actual number of Units consumed (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 always to clause 10.4 of the Comprehensive Contract Conditions).

### **3.22 Changes to As a Service**

- (a) The Supplier may not change any aspect of the As a Service (including the functionality, accessibility, security, Availability or terms of service) except in accordance with this clause 3.22 or with the Customer's consent.
- (b) The Customer acknowledges that the Supplier may provide the same As a Service to other customers of the Supplier, and may:
  - (i) implement changes, additions or deletions to the functions, features, performance, or other characteristics of the As a Service (including Service Levels); and
  - (ii) correct errors or provide upgrades to the As a Service,provided that the functionality, features or Service Levels of the As a Service used by the Customer do not materially decrease during the Subscription Period. Subject to clause 3.22(c), such changes update and become part of the Requirements on and from the date the change is made to the As a Service.
- (c) If the Customer (acting reasonably) considers that any change to the As a Service is a material reduction of any functionality, feature or Service Level of the As a Service, the Customer may, without liability (including payment of early termination fees or fees under clause 24.3 of the Comprehensive Contract Conditions), cancel the As a Service by providing the Supplier 30 days' written notice.
- (d) The Supplier will provide at least 6 months (or such other period specified in the Module Order Form) prior written notice if the Supplier decides to discontinue the As a Service such that the As a Service will no longer be generally available to customers. On the effective date of the discontinuance, the Supplier must refund to the Customer any Price paid by the Customer in respect of any unexpired period of the Subscription Period.
- (e) This clause 3.22 does not limit the termination rights of each party under clause 24 of the Comprehensive Contract Conditions.

### **3.23 Audit**

- (a) If specified in the Module Order Form, the Supplier must provide, or make available, to the Customer:
  - (i) at no additional cost, tools and mechanisms on a self-service basis; and
  - (ii) such additional assistance as specified in the Module Order Form,to enable the Customer to monitor and audit the Customer's environment including the Customer Data, in the As a Service.
- (b) At the Customer's request, the Supplier must provide a copy of any available and relevant audit report prepared by independent external auditors of the Supplier that relates to the Supplier's compliance with the security, privacy and Customer Data requirements of the Contract.

### 3.24 Ownership

- (a) The Customer acknowledges that it has no right, title or interest in the As a Service except its right to access and use the As a Service as set out in this Module.
- (b) All Intellectual Property Rights in:
  - (i) the As a Service remain vested in the Supplier; and
  - (ii) any adaptation, translation or derivative of the As a Service vests in, or is transferred or assigned to, the Supplier immediately on creation.

### 3.25 Transition-Out Services

- (a) If specified in the Module Order Form, the Supplier must provide the Transition-Out Services.
- (b) If Transition-Out Services are required, the Supplier must:
  - (i) prepare and submit to the Customer for the Customer's review and approval a comprehensive Transition-Out Plan by the due date specified in the Module Order Form which sets out:
    - (A) the period during which the Transition-Out Services will be provided and the extent to which the As a Service will continue to be provided during that period;
    - (B) all activities and Deliverables to be provided by the Supplier (including due dates for performance);
    - (C) all Customer Inputs relevant to transition-out, including all inputs to be provided by the Customer's replacement service provider (if applicable);
    - (D) the Price (if applicable) payable for the Transition-Out Services; and
    - (E) such other matters required by the Customer,**(Transition-Out Plan);**
  - (ii) promptly make all changes to the draft Transition-Out Plan reasonably requested by the Customer and resubmit the draft Transition-Out Plan for further review and approval by the Customer;
  - (iii) annually (or at such other frequency agreed by the parties) review the Transition-Out Plan, amend the Transition-Out Plan as necessary, and submit the amended Transition-Out Plan for review and approval by the Customer;
  - (iv) on request, expiry or termination of the Subscription Period, carry out the Transition-Out Services, to facilitate an orderly, prompt and efficient transition-out of the As a Service;
  - (v) continue to provide the As a Service to the extent and during the period specified in the Transition-Out Plan (and otherwise on the terms and conditions of the Contract), until the As a Service is transitioned to the Customer or a replacement service provider;
  - (vi) reasonably cooperate with the Customer and any replacement service provider as reasonably required for the proper performance of the replacement service provider's obligations and provide copies of all work in progress relevant to the As a Service; and
  - (vii) provide other termination or expiration assistance reasonably requested by the Customer.
- (c) The Transition-Out Plan will, when approved by the Customer under this clause 3.25 (as amended under 3.25(b)(ii)), become part of the Requirements, and the Supplier must carry out its obligations as specified in the Transition-Out Plan within the timeframes specified in the Transition-Out Plan.

- (d) If the Contract is terminated under clause 24.1 of the Comprehensive Contract Conditions, the Supplier will bear its own costs of providing the Transition-Out Services. Otherwise, the Customer will pay the Supplier the Price for the Transition-Out Services specified in the Transition-Out Plan in accordance with clause 10 of the Comprehensive Contract Conditions.

### 3.26 Customer responsibilities

The Customer is responsible for:

- (a) all use of the As a Service (as applicable) by its Personnel; and
- (b) such other requirements relating to its use of the As a Service as specified in the Module Order Form.

## 4 Definitions

**As a Service** means the IaaS, PaaS, SaaS or other (as applicable) as specified in the Module Order Form.

**As a Service Location** means the physical location, as specified in the Module Order Form, at which the Customer Data will be stored, hosted and processed as part of the As a Service.

**Available** in relation to the As a Service means all features and functionality of the As a Service are available to the Customer's users in a live production environment in accordance with the Requirements.

**Data Cleansing Services** means the data cleansing services to be performed in respect of the Customer Data as specified in the Module Order Form.

**Data Migration Services** means the data conversion and migration services to be performed in respect of the Customer Data as specified in the Module Order Form.

**Disaster** means an Unexpected Event or other event which has the potential to cause the Customer to be unable to use or receive the benefit of the whole or a substantial part of the As a Service or which has the potential to substantially interfere with the usual operations of the Customer.

**Disaster Recovery Procedures** has the meaning given in clause 3.20.

**Infrastructure** means the hardware, software, communications services and other resources, services and facilities (whether of the Supplier or a third party provider to the Supplier) for the Supplier's provision of the As a Service, as specified in the Module Order Form.

**Infrastructure as a Service (IaaS)** means the service provided by the Supplier to the Customer to provision processing storage, networks and other physical or virtual machines, hardware or other data centre components and which allows the Customer to control the operating systems, Customer Data and applications stored on the IaaS, as specified in the Module Order Form.

**Minimum Subscription Period** means the period commencing on the start date of the Subscription Period as specified in the Module Order Form.

**Minimum System Requirements** means the minimum requirements for the Customer's IT System and Networks to access and use the As a Service in accordance with the applicable Requirements and Service Levels, as specified in the Module Order Form.

**Network** means any network that connects to computers to facilitate electronic exchange of information and includes the Internet, virtual private networks and telecommunications services.

**Platform as a Service (PaaS)** means the hosted environment provided by the Supplier to the Customer to configure, deploy and run applications using programming languages and tools supported by the Supplier and which allows the Customer to control the deployed applications on the PaaS as specified in the Module Order Form.

**Reseller** means any entity who provides, or facilitates the provision of, the As a Service 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.

**Scheduled Downtime** means a planned period of non-Availability of the As a Service.

**Service Credits** means the service credits in respect of As a Service described in the Module Order Form.

**Service Levels** means the service levels in respect of the As a Service described in the Module Order Form.

**Software as a Service (SaaS)** means the provision of software or an application which is delivered as an online service by the Supplier as specified in the Module Order Form.

**Subscription Period** each period during which the Supplier will provide the As a Service to the Customer as specified in the Module Order Form.

**Third Party Provider** means any entity who owns the Intellectual Property Rights in the As a Service. Third Party Provider does not include a Reseller or a Related Body Corporate of the Supplier.

**Transition-In Plan** means the plan set out in or attached to the Module Order Form.

**Transition-In Services** means the transition-in services set out in the Transition-In Plan.

**Transition-Out Plan** means the plan prepared by the Supplier in accordance with clause 3.25(b).

**Transition-Out Services** means the assistance reasonably requested by the Customer to transition the provision of the As a Service to the Customer or its nominee and such other services as may be further specified in the Transition-Out Plan.

**Unit** means, where applicable, each unit of the As a Service ordered or used by the Customer, as specified in the Module Order Form.

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