

Attachment 3

Special Terms – Software Licence

These specific terms will apply to any Call Off Agreement where Supplier is licensing software to Customer.

1. Provision of software

1.1 Delivery

- 1.1.1. Supplier will deliver the Licensed Software, together with the Documentation and any relevant activation codes in accordance with the Call Off Form.
- 1.1.2. Supplier will provide reasonably sufficient Documentation to enable Customer to use the Licensed Software.

1.2 Software standards

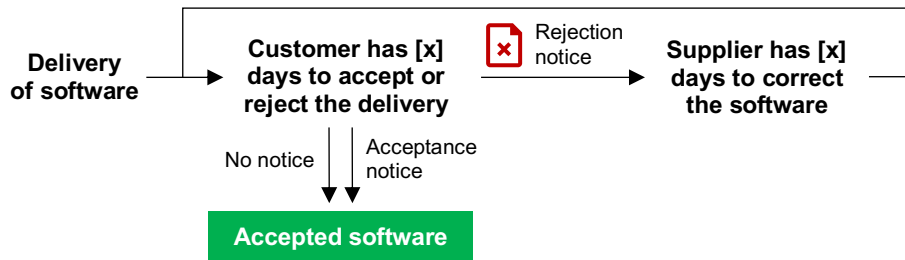
Supplier will ensure that the Licensed Software conforms with the specifications set out in the Call Off Form and the Documentation.

1.3 Share-Alike Software

Supplier will not include in the Licensed Software any Share-Alike Software without Customer's prior written approval.

1.4 Acceptance

- 1.4.1. Supplier will perform reasonable tests on the Licensed Software before delivering it to Customer, to confirm that they are operating correctly and that it otherwise complies with this agreement, and Customer may attend such tests upon request.
- 1.4.2. Customer will test the Licensed Software after delivery to confirm that it complies with this agreement.
- 1.4.3. Customer will accept or reject the Licensed Software by written notice within **[insert value]** days of delivery (and if Customer does not accept within that period, it will be deemed to have accepted the Licensed Software). Within **[insert value]** days of receiving a rejection notice, Supplier will correct the deficiencies in the Licensed Software so that it conforms to this agreement. This procedure will be repeated for the revised Licensed Software until Customer either accepts or provides a final rejection.



- 1.4.4. If Customer issues a final rejection, any Charges paid by Customer to Supplier in respect of licensing the Licensed Software will be promptly refunded by Supplier to Customer and Customer may terminate this agreement by giving notice.

1.5 Security measures

- 1.5.1. Supplier will ensure that the Licensed Software is designed, maintained, and updated, as necessary, to reasonably address known risks to Customer's Confidential Information, data and the Licensed Software. Supplier will document how the Licensed Software meets this section and will perform reasonable security testing of the Licensed Software.
- 1.5.2. Supplier will ensure that the Licensed Software does not include:
- any undocumented methods that may adversely affect use of the Licensed Software,
 - any software that replicates or otherwise distributes itself or data on the network or system, or
 - any undocumented method to remotely control or remotely command access to the Licensed Software.
- 1.5.3. Supplier will promptly notify Customer if it identifies any code specified in section 1.5.2.

2. Support

2.1 Error correction

For 12 months following acceptance of the Licensed Software, if Customer discovers and reports any errors in the Licensed Software to Supplier, Supplier will correct the errors at no additional cost.

2.2 Technical assistance

Supplier will provide reasonable ongoing technical assistance for the use of the Licensed Software, including as specified in the Call Off Form.

3. Licence

3.1 Software ownership

Nothing in these special terms transfers any ownership in the Licensed Software.

3.2 Licence

Subject to any restrictions in the Call Off Form, Supplier grants Customer, a non-exclusive, worldwide, royalty-free (except for the Charges specified in the Call Off Form), perpetual, irrevocable licence to:

- a. use the Licensed Software, including copy, install, and run the Licensed Software and maintain the Licensed Software,
- b. make copies of the Documentation, and
- c. integrate or interface the Licensed Software with Customer's systems.

3.3 Permitted uses

Customer may:

- a. run copies of the Licensed Software in parallel to migrate the Licensed Software between systems without additional charge, and
- b. redistribute rights to use the Licensed Software where Charges are based on usage.

3.4 Prohibitions

Except as permitted in the Call Off Form or applicable laws, Customer will not:

- a. modify, adapt, decode, reverse engineer, disassemble or decompile the Licensed Software other than as necessary to maintain the Licensed Software, or
- b. remove, alter or cover any copyright or other intellectual property notices placed on or embedded in the Licensed Software.

4. Definitions

Documentation: any manuals and other documentation provided by Supplier to operate the Licensed Software.

Licensed Software: the software to be licensed by Supplier in accordance with the Call Off Form. Licensed Software is deemed to be a Deliverable under this agreement.

Share-Alike Software: any open source software that requires under its licence for any connected software to also be open sourced, including on the occurrence of an event such as distribution.