

Special Terms – Software Development

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

1. Development

1.1 Specifications

- 1.1.1. Supplier will develop and deliver the Developed Software to Customer in accordance with specifications and the milestones set out in the Call Off Form.
- 1.1.2. Supplier will deliver the Developed Software in the format specified in the Call Off Form.

1.2 Share-Alike Software

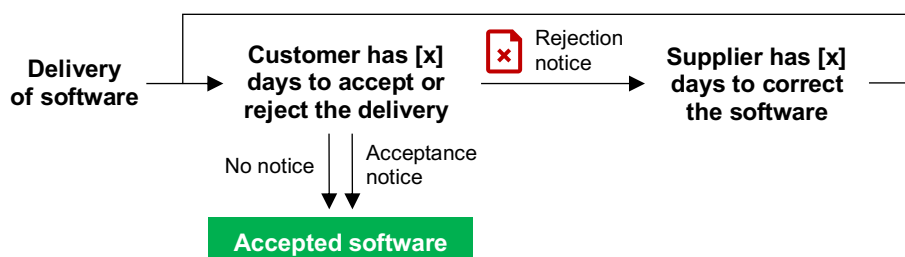
Supplier will not include in the Developed Software any Share-Alike Software without Customer's prior written approval.

1.3 Documentation

Supplier will provide reasonably sufficient Documentation to enable Customer to use the Developed Software.

1.4 Acceptance

- 1.4.1. Supplier will perform reasonable tests on the Developed 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 Developed Software after delivery to confirm that it complies with this agreement.
- 1.4.3. Customer will accept or reject the Developed 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 Developed Software). Within **[insert value]** days of receiving a rejection notice, Supplier will correct the deficiencies in the Developed Software so that it complies with this agreement. This procedure will be repeated for the revised Developed Software until Customer either accepts or provides a final rejection.



- 1.4.4. If Customer issues a final rejection, all Charges paid to by Customer to Supplier in respect of developing the Developed 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 Developed Software is designed, maintained, and updated, as necessary, to reasonably address known risks to Customer's Confidential Information, data and the Developed Software. Supplier will document how the Developed Software meets this section and will perform reasonable security testing, including scanning with industry-standard anti-virus tools, of the updates.
- 1.5.2. Supplier will ensure that the Developed Software does not include
- a. any undocumented methods that may adversely affect use of the Developed Software,
 - b. any software that replicates or otherwise distributes itself or data on the network or system, or
 - c. any undocumented method to remotely control or remotely command access to the Developed 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 Developed Software, if Customer discovers and reports any errors in the Developed Software to Supplier, Supplier will promptly correct the errors at no additional cost.

2.2 Technical assistance

Supplier will perform reasonable ongoing technical assistance with the usage of the Developed Software, including as specified in the Call Off Form.

3. Intellectual Property Rights

3.1 Ownership and licence

- 3.1.1. Nothing in these special terms transfers any ownership in the Background IP.
- 3.1.2. Customer will own the Developed IP and Supplier hereby assigns the Developed IP to Customer. Supplier will take reasonable steps requested by Customer to perfect the assignment and Customer's ownership of the Developed IP.

- 3.1.3. Supplier hereby grants Customer (or will procure the grant of a) non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free, worldwide licence to use in any way the Background IP, including copying, making derivatives of and running the Background IP.
- 3.1.4. Supplier will pay all licence fees and royalties for any third-party proprietary rights and technologies required for the exercise of Customer's rights under this agreement.
- 3.1.5. Supplier states that Supplier has good and clear title to the Developed IP, free and clear of liens and encumbrances and the right to grant the licence of the Background IP.

Type of IPR	Supplier	Customer
Developed IP	Creates and transfers Developed IP to Customer	Obtains ownership of Developed IP
Background IP	Retains ownership	Obtains a licence

3.2 Moral rights

Supplier hereby waives and will procure the waiver of any moral rights in the Developed Software.

4. Definitions

Background IP: any existing Intellectual Property Rights in the Developed Software and Documentation developed by Supplier prior to the date of signature of the Call Off Form or open source software forming part of the Developed Software.

Developed Software: the software to be developed and delivered by Supplier in accordance with the Call Off Form. Developed Software is deemed to be a Deliverable under this agreement.

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

Transferred IP: any Intellectual Property Rights in the Developed Software and Documentation other than the Background IP.