

Special Terms – Software Maintenance and Support

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

1. Maintenance and support

1.1 Maintenance Services

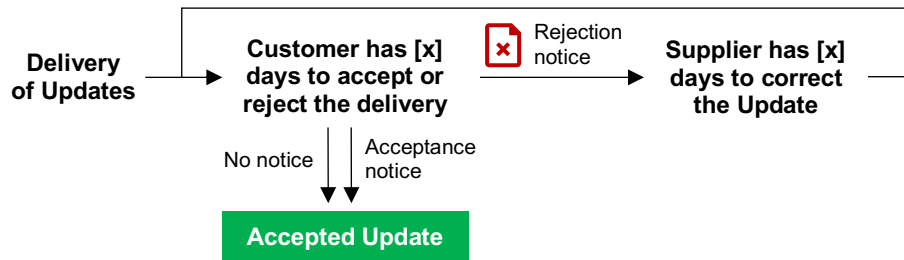
- 1.1.1. Supplier will provide Customer with any upgrades, updates, or corrections to the Software that it provides to its other customers.
- 1.1.2. Supplier will resolve any errors or performance failures in the Software in accordance with the Call Off Form.
- 1.1.3. Supplier will make suitably qualified representatives available to respond to technical queries relating to the Software during the periods specified in the Call Off Form, and if not specified, Customer's business hours.
- 1.1.4. Supplier will discuss its development roadmap and expected updates for the Software with Customer every **[insert timeframe]**, use reasonable efforts to accommodate Customer's suggested improvements and keep Customer regularly informed of its implementation progress.
- 1.1.5. Supplier will update the Documentation to reflect any Updates to the Software that it provides.

1.2 Share-Alike Software

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

1.3 Acceptance

- 1.3.1. Supplier will perform reasonable tests on the Updates before delivering it to Customer, to confirm that they are operating correctly and that they otherwise comply with this agreement, and Customer may attend such tests upon request.
- 1.3.2. Customer will test Updates after delivery to confirm that they comply with this agreement.
- 1.3.3. Customer will accept or reject the Updates 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 Updates so that they comply with this agreement. This procedure will be repeated for the revised Updates until Customer either accepts or rejects the Update.



1.4 Technical assistance

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

1.5 Security measures

- 1.5.1. Supplier will ensure that the Updates are designed, maintained, and updated, as necessary, to reasonably address known risks to Customer's Confidential Information, Data and the Software. Supplier will document how the Updates meet this section and will perform reasonable security testing, including scanning with industry-standard anti-virus tools, of the Updates.
 - a. Supplier will ensure that the Updates do not include
 - b. any undocumented methods that may adversely affect use of the Software,
 - c. any software that replicates or otherwise distributes itself or data on the network or system, or
 - d. any undocumented method to remotely control or remotely command access to the Software.
- 1.5.2. Supplier will promptly notify Customer if it identifies any code specified in section 1.5.1.

1.6 Notice of withdrawn software

Supplier will give at least 12 months' prior written notice to Customer if any Software will no longer be generally available to the public. Any such withdrawal will not affect Supplier's obligations under this agreement.



2. Intellectual Property Rights

2.1 Licence

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 Updates, including copying, make derivatives of and running the Updates.

Type of IPR	Supplier	Customer
Updates licence	Retains ownership of own IP. Procures a licence grant from third-parties.	Obtains a licence

[Note to drafter: if maintenance is associated with development, then it may be appropriate to assign IP for non-background Updates. See the playbook for example language.]

3. Definitions

Documentation: the Supplier documentation relating to the Software.

Software: the software specified in the Call Off Form as being maintained by Supplier.

Updates: any updates to the Software and Documentation provided by Supplier under this agreement. Updates are deemed to be a Deliverable under this agreement.