

[Note to drafter: There are 2 ways to make Special Terms available to Suppliers: publish them online or attach them to this schedule. Below are two examples of these approaches]

example 1: list with links]

Schedule 7

Special Terms

Below are the links to the Special Terms that will be used, as applicable, as part of Call Off Agreements:

- a. Special Terms – Hardware [Note to drafter: insert link]
- b. Special Terms – Cloud Services [Note to drafter: insert link]
- c. Special Terms – Software Licence [Note to drafter: insert link]
- d. Special Terms – Software Development [note to drafter: insert link]
- e. Special Terms – Software Maintenance and Support [Note to drafter: insert link]
- f. Special Terms – Professional Services [Note to drafter: insert link]

Supplier will download and review the Special Terms applicable to the services and products they have been appointed to deliver (see Section 2.6 of the Framework Appointment Terms) in advance of any specific Call Off Agreement.

[Note to drafter: example 2 – list with attachments]

Schedule 7

Special Terms

This Schedule contains the Special Terms that will be used, as applicable, as part of Call Off Agreements

- a. **Attachment 1:** Special Terms – Hardware
- b. **Attachment 2:** Special Terms – Cloud Services
- c. **Attachment 3:** Special Terms – Software Licence
- d. **Attachment 4:** Special Terms – Software Development
- e. **Attachment 5:** Special Terms – Software Maintenance and Support
- f. **Attachment 6:** Special Terms – Professional Services

Attachment 1

Special Terms – Hardware

These specific terms will apply to any Call Off Agreement where Supplier is selling Hardware to Customer.

1. Delivery and quality

1.1 Delivery

Supplier will deliver the Hardware to Customer on the date and at the location specified in the Call Off Form, during Customer's working hours. Delivery will be deemed to have taken place when the Hardware is delivered and, where relevant, installed at the site identified in the Call Off Form.

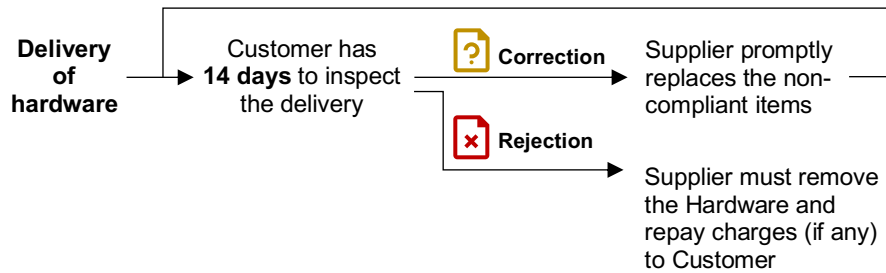
1.2 Quality assurances

Unless otherwise specified in the Call Off Form, Supplier will ensure that:

- a. the Hardware delivered is new, unused and of recent origin,
- b. the Hardware is sufficiently packaged and arrives safely and undamaged,
- c. the Hardware is delivered with a delivery note specifying the order number, type and quantity of Hardware, and
- d. the tools, information and instructions required by Customer to use the Hardware is provided with it.

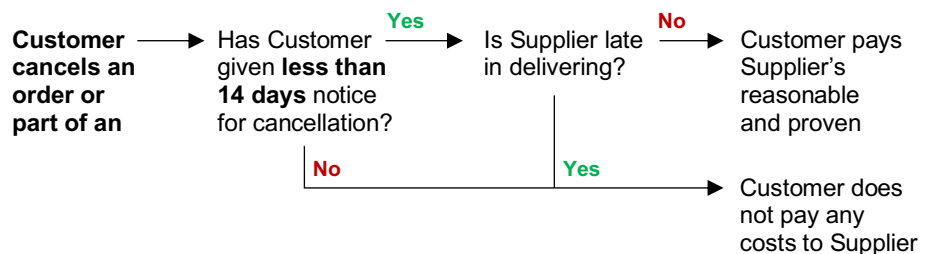
1.3 Acceptance

- 1.3.1. Supplier will perform reasonable tests of the Hardware before it is delivered to confirm that it meets the requirements of this agreement.
- 1.3.2. Customer may inspect and test the Hardware after delivery and if Customer identifies that the Hardware does not meet the requirements of this agreement then Customer may, within 14 days of delivery of the Hardware, either:
 - a. reject the Hardware and Supplier will remove the Hardware and repay any charges paid in respect of the Hardware, or
 - b. require that Supplier promptly replace the non-compliant items with Hardware that meets the requirements of this agreement.



1.4 Cancelling undelivered orders

- 1.4.1. Customer may cancel any order or part order of Hardware that has not been delivered.
- 1.4.2. If the Customer gives less than 14 days' notice, and Supplier is not late in delivering the Hardware at the date the cancellation notice is given, then Customer will pay the Supplier's reasonable and proven costs already incurred on the cancelled order that Supplier has taken reasonable steps to minimise.



2. Title and risk

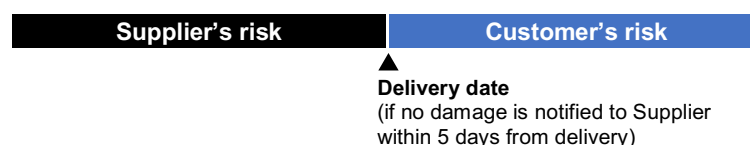
2.1 Transfer of title

Ownership of the Hardware will transfer to Customer upon payment. Supplier states that it will have full and unrestricted ownership of the Hardware at the time of transfer of ownership.



2.2 Transfer of risk

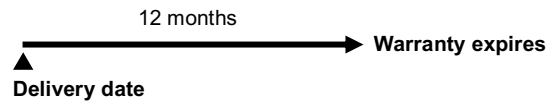
Risk in the Hardware will transfer to Customer on delivery of the Hardware unless Customer notices damage following delivery and notifies Supplier within five working days of delivery in which case Supplier will retain risk in the Hardware.



3. Warranty and recalls

3.1 Warranty

Supplier will provide a 12-month warranty from the date of delivery against any obvious defects in the Hardware.



3.2 Manufacturer's warranty

Supplier will, promptly after transfer of ownership, assign any manufacturer warranties for the Hardware to the Customer.

3.3 Recalls

Supplier will indemnify Customer against the reasonable costs of any recall of the Hardware and will notify Customer of actual or anticipated recalls of the Hardware.

4. Definitions

Hardware: any goods forming part of the Products being sold by Supplier to Customer, as specified in the Call Off Form.

Attachment 2

Special Terms – Cloud Services

These specific terms will apply to any Call Off Agreement where Supplier is providing Cloud Services to Customer.

1. Usage rights

1.1 Usage

- 1.1.1. Supplier will provide the Cloud Services for use by Customer and its authorised users.
- 1.1.2. Customer authorised users may access the Cloud Services in accordance with any authorisation and usage limits set out in the Call Off Form.
- 1.1.3. Customer may use software to be downloaded for use with the Cloud Services in accordance with the licence terms accepted at the time of download.
- 1.1.1. Supplier will provide generally available user guides and documentation to enable Customer to use the Cloud Services.

1.2 Usage limits

If Customer has underpaid any Charges or Customer has used the Cloud Services outside of the usage limits specified in the Call Off Form:

- a. Supplier will notify Customer of the relevant details, and
- b. Supplier may, as its sole remedy, invoice Customer for such usage at the rates set out in the Call Off Form.

2. Rights and obligations

2.1 Customer obligations

- 2.1.1. Customer will not knowingly use the Cloud Services to store, access, disseminate or transmit material, which is unlawful, harmful, threatening, defamatory or discriminatory.
- 2.1.2. Unless permitted under the Call Off Form or allowed by any applicable law, Customer will not:
 - a. modify, adapt, decode, reverse engineer, disassemble or decompile the Cloud Services, or
 - b. remove, alter, or cover any intellectual property rights notices placed on or embedded in the Cloud Services.

- 2.1.3. Customer will use reasonable efforts to keep secure any credentials that Supplier provides to access the Cloud Services and prevent unauthorised use of the Cloud Services.

2.2 Performance and changes

- 2.2.1. Supplier will ensure that the Cloud Services operate in accordance with the service description set out in the Call Off Form and any documentation provided by Supplier describing the Cloud Services. The Cloud Services will be provided on a 24/7 basis except as set out in section 2.3.
- 2.2.2. Supplier will enable Customer to download at any time, in a format reasonably specified by Customer, all of Customer's data held within the Cloud Services.
- 2.2.3. Supplier will discuss its development roadmap and expected updates with Customer every [insert timeframe], use reasonable efforts to accommodate Customer's suggested improvements and keep Customer regularly informed of its implementation progress.
- 2.2.4. Supplier may make changes to the Cloud Services and the associated documentation, provided that the change does not reduce the performance, functionality, security or compatibility with Customer systems of the Cloud Services.

2.3 Maintenance and support

Supplier will support and maintain the Cloud Services during the Term and will:

- a. only make changes to the Cloud Services during the periods specified in the Call Off Form, and if not specified, outside Customer's business hours, other than emergency changes with Supplier having given Customer not less than six hours' notice,
- b. monitor performance of the Cloud Services and promptly notify Customer of, and remediate, any error or performance failure,
- c. make suitably qualified representatives available to respond to technical queries during the periods specified in the Call Off Form, and if not specified, Customer's business hours, and
- d. provide and implement any upgrades, updates, or corrections made available to other customers.

2.4 Security

- 2.4.1. Supplier will:
 - a. document, implement, and maintain an information security program that is appropriate for Customer's use of the Cloud Services,
 - b. promptly resolve any vulnerabilities identified in the Cloud Services,
 - c. operate, monitor, and maintain the Cloud Services in a redundant environment so that it can always operate, and
 - d. back up the Customer data, continuously.

- 2.4.2. Customer data uploaded into the Cloud Services and any derivatives of that data will be Customer Confidential Information.

3. Definitions

Cloud Services: the cloud Services to be provided by Supplier as described in the Call Off Form, including any enabling software, equipment and facilities needed to deliver the Services. Cloud Services are deemed to be a Deliverable under this agreement.

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

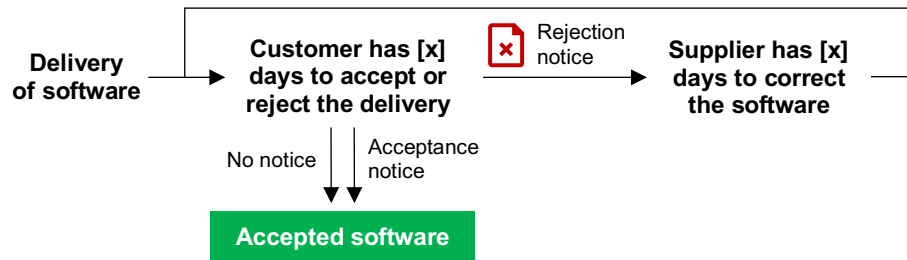
Supplier will ensure that the Licensed Software conforms with the specifications set out in the Call Off Form and the Documentation.

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.

Attachment 4

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

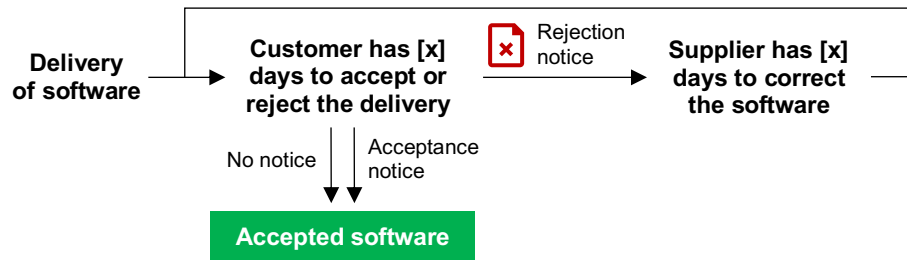
Supplier will not include in the Developed Software any Share-Alike Software without Customer's prior written approval.

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
- any undocumented methods that may adversely affect use of the Developed 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 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.

Attachment 5

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.

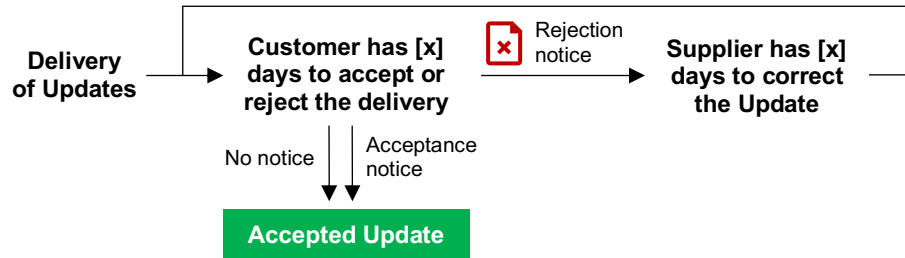
1.2 Share-Alike Software

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.

Attachment 6

Special Terms – Professional Services

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

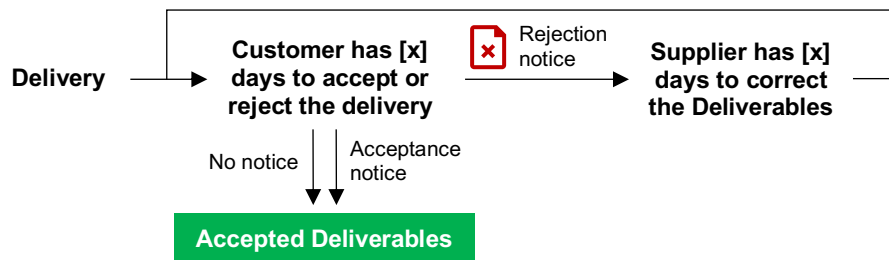
1. Services and Deliverables

1.1 Specifications

Supplier will perform the Services and provide the Deliverables to Customer in accordance with the specifications, milestones and any plan set out in the Call Off Form.

1.2 Acceptance

- 1.2.1. Customer will accept or reject the Deliverables 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 Deliverables). Within **[insert value]** days of receiving a rejection notice, Supplier will correct the deficiencies in the Deliverables so that they comply with this agreement. This procedure will be repeated for the revised Deliverables until Customer either accepts or provides a final rejection.



- 1.2.2. If Customer issues a final rejection, all Charges paid to by Customer to Supplier in respect of developing the Deliverables will be promptly refunded by Supplier to Customer and Customer may terminate this agreement by giving notice.

2. Intellectual Property Rights

2.1 Ownership and licence

- 2.1.1. Customer will own the Deliverables IP and Supplier hereby assigns the Deliverables IP to Customer. Supplier will take reasonable steps requested by Customer to perfect the assignment and Customer's ownership of the Deliverables IP.

- 2.1.2. Supplier states that Supplier has good and clear title to the Deliverables IP, free and clear of liens and encumbrances.

Type of IPR	Supplier	Customer
Deliverables IP	Creates and transfers Deliverables IP to Customer	Obtains ownership of DeliverablesIP

[Note to drafter: see the “IP approaches” alternatives in the playbook]

2.2 Moral rights

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

3. Definitions

Deliverables IP: any Intellectual Property Rights in the Deliverables.