Ministry of JUSTICE

Hosting

Schedule 5.1: Software

TABLE OF CONTENTS

1.   **INTRODUCTION**

1.1   This schedule 5.1 (Software) details the various elements of the Software and categorises them into Specially Written Software, Hosting Supplier Software, and Third Party Software, Commercial Off the Shelf Software and Open Source Software. This schedule 5.1 (Software) also lists which elements of the Software are to be placed into escrow as Deposited Software.

1.2   The Hosting Supplier shall create and maintain complete lists for each type of Software.

1.3   The Software is licensed in accordance with the provisions of Section G (Intellectual Property, Data and Confidentiality) of this Agreement.

1.4   The parties agree that they will update this schedule 5.1 (Software) at least every six (6) months during the Term to record any Software subsequently acquired from third parties or developed for the delivery of the Hosting Services or the FITS Services.

2.   **SPECIALLY WRITTEN SOFTWARE**

2.1   The Specially Written Software shall consist of any programs, codes and software written by or on behalf of the Hosting Supplier for use by the Hosting Supplier specifically in the provision of the Hosting Services or the FITS Services (including any modifications or enhancements made to such Software during the Term) and including (but not limited to) the following items:

REDACTED

2.2   The Hosting Supplier will develop Software to meet the Authority's requirements. The following components will be modified to create the Specially Written Software:

REDACTED

3.   HOSTING SUPPLIER SOFTWARE

The Hosting Supplier Software includes the following items. The parties agree that the licences for the following items shall be licenced for use by the Hosting Supplier only and shall not be subject to the Standard Licence Terms or the Enhanced Licence Terms. For the avoidance of doubt the following items shall not be treated as associated third party licences for the purposes of clause 63.3:

REDACTED

4.   THIRD PARTY SOFTWARE

The Third Party Software used by the Hosting Supplier's Key Sub-contractor REDACTED shall consist of the following items:

REDACTED

The Third Party Software used by the Hosting Supplier shall consist of the following items:

REDACTED

5.   COMMERCIAL OFF THE SHELF SOFTWARE

The Commercial Off the Shelf Software shall consist of the following items. The parties agree that the licences for the following items shall be purchased by the Hosting Supplier through either corporate agreements held by the Hosting Supplier on a corporate wide basis or unique agreements with the relevant software supplier and these items shall be licenced for use by the Hosting Supplier only and shall not be subject to the Standard Licence Terms or the Enhanced Licence Terms. For the avoidance of doubt the following items shall not be treated as associated third party licences for the purposes of clause 63.3:

The Commercial Off the Shelf Software used by the Hosting Supplier shall consist of the following items:

REDACTED

6. **OPEN SOURCE SOFTWARE**

The Open Source Software shall consist of the following items:

REDACTED

7.   DEPOSITED SOFTWARE

The Hosting Supplier shall deposit the Software identified in paragraphs 2, 3, 4, 5 and 6 above as Deposited Software into escrow in accordance with the provisions of clause 41:

REDACTED

8.   AUTHORITY SOFTWARE

8.1   The Authority shall supply the following software and/or services (as has been required by the Hosting Supplier in the Hosting Supplier Solution) (the "**Authority Procured Licences**") and shall ensure that the Hosting Supplier has the right to use the Authority Procured Licences as necessary for the Hosting Supplier to provide the Hosting Services during the Term. The Hosting Supplier acknowledges that the Authority has relied and will continue to rely on the Hosting Supplier to specify the number and type of the Authority Procured Licences and when the Authority Procured Licences are needed from.

8.2   The Authority acknowledges that the Supplier has no access to the Authority's Microsoft Volume Licensing Agreement, and that the supplied Microsoft Product Names included below are based on the assumption that the Authority will procure a Microsoft Open Licence Pack for each item.

The Third Party Software used by the Hosting Supplier's Key Sub-contractor REDACTED shall consist of the following items:

Commercial Off the Shelf Software	Supplier	Purpose	Number of Licences	Need From
Windows 2000 Server	**Microsoft**			
Windows 2003 Server	**Microsoft**			
Windows 2008 Server	**Microsoft**			
Windows 2012 Server	**Microsoft**			
RHEL3 O/S	**Redhat**			
RHEL 4 O/S	**Redhat**			
RHEL 5 O/S	**Redhat**			
RHEL 6 O/S	**Redhat**			
Solaris 10	**Oracle**			

The Third Party Software used by the Hosting Supplier shall consist of the following items:

Commercial Off the Shelf Software	Supplier	Purpose	Number of Licences	Need From
Windows Server Core Data Centre with System Centre and Software Assurance two-core licence **CISSteDCCore LicSAPk OLP 2Lic NL Gov woWinSvrLic CoreLic Qlfd**	**Microsoft**	**Operating System**		
Windows Server Core Standard with System Centre and Software Assurance two-core licence **CISSteStdCore LicSAPk OLP 16Lic NL Gov CoreLic Qlfd**	**Microsoft**	**Operating System**		
Microsoft System Centre Configuration Manager 1607 LTSB **No SKU as no licence to be procured – key issue only.**	**Microsoft**	**Configuration management and software distribution**		
Red Hat Enterprise Linux. Premium Subscription **RH00003 Per-instance licences**	**Red Hat**	**Operating System**		

8.3   The Authority shall nominate and appoint the Hosting Supplier as its proxy for the purposes of managing the software suppliers for the Authority Procured Licences including:

8.3.1   For the Microsoft licences to:

8.3.1.1 allow the Hosting Supplier access to Microsoft Licences keys to activate as either KMS or MAK;

8.3.1.2 allow the Hosting Supplier access to Microsoft to log support calls;

8.3.1.3 allow the Hosting Supplier access to Microsoft to download media and patches, where available;

8.3.1.4 delegate responsibility to the Hosting Supplier for monitoring and downloading upgrades and patches; where available; and

          8.3.1.5 delegate responsibility to the Hosting Supplier for licence management and reporting through the SACM process and tools;

    8.3.2 For the Red Hat Licences to:

          8.3.2.1 allow access to software, updates, upgrades, technical support and security fixes where available;

          8.3.2.2 delegate responsibility to the Hosting Supplier for monitoring and downloading; upgrades and patches where upgrades and patches are available;

          8.3.2.3 allow the Hosting Supplier access to Red Hat to log support calls; and

          8.3.2.4 delegate responsibility to the Hosting Supplier for licence management and reporting through the SACM process and tools.

8.4 The Hosting Supplier shall act as the Authority's proxy and be responsible for managing the software suppliers for the Authority Procured Licences.

8.5 If the Hosting Supplier becomes aware that the software supplier has or is likely to breach the Authority Procured Licence it shall notify the Authority in writing as soon as reasonably practicable and such breach shall constitute Authority Cause.

8.6 Once notified by the Hosting Supplier, the Authority shall be responsible for taking such action under the terms of the Authority Procured Licence to address any breach (or likely breach) of the Authority Procured Licence as appropriate.

8.7 The Authority shall be responsible for supplying and paying for additional Authority Procured Licences required by the Hosting Supplier to provide the Hosting Services that result from changes by the software supplier to the licensing and maintenance provisions.

8.8 Where practicable given the limited tooling available, the Hosting Supplier shall monitor usage of Authority Procured Licences and if it becomes aware that additional or fewer Authority Procured Licences are required it shall notify the Authority in writing as soon as reasonably practicable.

8.9 Once notified by the Hosting Supplier in accordance with paragraph 8.8, the Authority shall be responsible for supplying and paying for any additional Authority Procured Licences provided that the Hosting Supplier has given the Authority a reasonable explanation and details to justify such additional licences and costs.

8.10 The Hosting Supplier shall be responsible for defining the licences required per unit of consumption in accordance with the Service Asset and Configuration Management (SACM) PPPs.

8.11   The Authority shall be entitled on written notice to the Hosting Supplier to obtain accurate and complete details from the Hosting Supplier, as and when required by the software supplier, relating to the Authority Procured Licences so that the Authority can remain compliant with its licencing obligations. The Authority shall set out in its notice details of the information that the Authority is required to provide to the software supplier to enable the licensing requirements and most appropriate licensing model to be determined. The Hosting Supplier shall provide the information requested within 20 Working Days of receipt of the notice.

End of schedule