**Call-Off Schedule 6 (ICT Services)**

1. **Definitions**
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| **"Buyer Property"** | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract; |
| --- | --- |
| **"Buyer Software"** | any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables; |
| **"Buyer System"** | the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables; |
| **“Commercial off the shelf Software” or “COTS Software”** | Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms |
| **"Defect"** | any of the following:   * 1. any error, damage or defect in the manufacturing of a Deliverable; or   2. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or |
|  | * 1. any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or   2. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; |
| **"Emergency Maintenance"** | ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault; |
| **"ICT Environment"** | the Buyer System and the Supplier System; |
| **"Licensed Software"** | all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software; |
| **"Maintenance Schedule"** | has the meaning given to it in paragraph 8 of this Schedule; |
| **"Malicious Software"** | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| **"New Release"** | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item; |
| **"Open Source Software"** | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge; |
| **"Operating Environment"** | means the Buyer System and any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:   * 1. the Deliverables are (or are to be) provided; or   2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or   3. where any part of the Supplier System is situated; |
| **"Permitted Maintenance"** | has the meaning given to it in paragraph 8.2 of this Schedule; |
| **"Quality Plans"** | has the meaning given to it in paragraph 6.1 of this Schedule; |
| **"Sites"** | has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place; |
| **"Software"** | Specially Written Software COTS Software and non-COTS Supplier and third party Software; |
| **"Software Supporting Materials"** | has the meaning given to it in paragraph 9.1 of this Schedule; |
| **"Source Code"** | computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software; |
| **"Specially Written Software"** | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; |
|  |  |
| **"Supplier System"** | the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System); |
|  |  |

1. **When this Schedule should be used**
   1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.
2. **Buyer due diligence requirements** 
   1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
      1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
      2. operating processes and procedures and the working methods of the Buyer;
      3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
      4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
   2. The Supplier confirms that it has advised the Buyer in writing of:
      1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
      2. the actions needed to remedy each such unsuitable aspect; and
      3. a timetable for and the costs of those actions.
3. **Licensed software warranty**
   1. The Supplier represents and warrants that:
      1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier’s obligations under this Contract including the receipt of the Deliverables by the Buyer;
      2. all components of the Specially Written Software shall:
         1. be free from material design and programming errors;
         2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
         3. not infringe any IPR.
4. **Provision of ICT Services**
   1. The Supplier shall:
      1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
      2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
      3. ensure that the Supplier System will be free of all encumbrances;
      4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
      5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;
5. **Standards and Quality Requirements**
   1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**")**.**
   2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
   3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
   4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
      1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
      2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
      3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.
6. **ICT Audit**
   1. The Supplier shall allow any auditor access to the Supplier premises to:
      1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
      2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
      3. review the Supplier’s quality management systems including all relevant Quality Plans.
7. **Maintenance of the ICT Environment**
   1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
   2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
   3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
   4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.
8. **Intellectual Property Rights in ICT**
   1. **Assignments granted by the Supplier: Specially Written Software** 
      1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
         1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
         2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
      2. The Supplier shall:
         1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
         2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
         3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier’s Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier’s Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
      3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.
   2. **Licences for non-COTS IPR from the Supplier and third parties to the Buyer**
      1. Unless the Buyer gives its Approval the Supplier must not use any:
9. of its own Existing IPR that is not COTS Software;
10. third party software that is not COTS Software
    * 1. Where the Buyer Approves the use of the Supplier’s Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer’s (or, if the Buyer is a Central Government Body, any other Central Government Body’s) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
      2. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
         1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
         2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
      3. Where the Supplier is unable to provide a license to the Supplier’s Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
      4. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days’ notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
    1. **Licenses for COTS Software by the Supplier and third parties to the Buyer**
       1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
       2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
       3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licencee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
       4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
          1. will no longer be maintained or supported by the developer; or
          2. will no longer be made commercially available
    2. **Buyer’s right to assign/novate licences**
       1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
          1. a Central Government Body; or
          2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
       2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.
    3. **Licence granted by the Buyer**
       1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).
    4. **Open Source Publication**
       1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
          1. suitable for publication by the Buyer as Open Source; and
          2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

* + 1. The Supplier hereby warrants that the Specially Written Software and the New IPR:
       1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
       2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
       3. do not contain any material which would bring the Buyer into disrepute;
       4. can be published as Open Source without breaching the rights of any third party;
       5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
       6. do not contain any Malicious Software.
    2. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
       1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
       2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer’s ability to publish such other items or Deliverables as Open Source.
  1. **Malicious Software**
     1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
     2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
     3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
        1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
        2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

1. **General Application**
   1. This Paragraph 10 shall apply if any Services, including Maintenance Services, have been included in Framework Schedule 6 (Order Form Template and Call-Off Schedules).

**Time of Delivery of the Services**

* 1. The Supplier shall provide the Services on the date(s) specified in Framework Schedule 6 (Order Form Template and Call-Off Schedules) and the Milestone Dates (if any) in accordance with the Buyer’s requirements in consideration for the payment of the Charges.
  2. If the Buyer informs the Supplier in writing that the Buyer reasonably believes that any part of the Services does not meet the requirements of the Call-Off Contract or differs in any way from those requirements, and this is other than as a result of an Authority Cause, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Call-Off Contract within such reasonable time as may be specified by the Buyer.
  3. Subject to the Buyer providing Approval timely supply of the Services shall be of the essence of the Call-Off Contract, including in relation to commencing the supply of the Services within the time agreed or on a date specified in Framework Schedule 6 (Order Form Template and Call-Off Schedules) and performing any Milestones by the relevant Milestones Date.

**Location and Manner of Delivery of the Services**

* 1. Except where otherwise provided in this Call-Off Contract, the Supplier shall provide the Services to the Buyer through the Supplier Staff at the Sites.
  2. The Buyer may inspect and examine the manner in which the Supplier provides the Services at the Sites and, if the Sites are not the Buyer Premises, the Buyer may carry out such inspection and examination during normal business hours and on reasonable notice.

**Obligation to Remedy of Default in the Supply of the Services**

* 1. Subject to Paragraph 8 of the Core Terms and without prejudice to any other rights and remedies of the Buyer howsoever arising (including under Clause 3.3.7 of the Core Terms), the Supplier shall, where practicable:

10.9.1 remedy any breach of its obligations in Clause 3 of the Core Terms and Paragraph 5 and 6 of these MFD Operating Lease Terms within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Buyer or within such other time period as may be agreed with the Buyer (taking into account the nature of the breach that has occurred); and

10.9.2 meet all the costs of, and incidental to, the performance of such remedial work.

**11 Continuing Obligation to Provide the Services**

The Supplier shall continue to perform all of its obligations under this Call-Off Contract and shall not suspend the provision of the Services, notwithstanding:

1. (a) any withholding or deduction by the Buyer of any sum due to the Supplier pursuant to the exercise of a right of the Buyer to such withholding or deduction under this Call-Off Contract;

11. (b) the existence of an unresolved Dispute; and/or

11. (c) any failure by the Buyer to pay any Charges,

unless the Supplier is entitled to terminate this Call-Off Contract under Clause 10.5 of the Core Terms for failure by the Buyer to pay undisputed Charges.

# **Provision and Removal of Supplier Equipment**

* 1. Unless otherwise stated in Framework Schedule 6 (Order Form Template and Call-Off Schedules), the Supplier shall provide all the Supplier Equipment necessary for the supply of the Deliverables.
  2. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
  3. All Supplier Equipment brought onto the Buyer Premises shall be at the Supplier's own risk and the Buyer shall have no liability for any loss of or damage to any Supplier Equipment unless and to the extent that the Supplier is able to demonstrate that such loss or damage was caused by or contributed to by an Authority Cause. The Supplier shall be wholly responsible for the haulage or carriage of the Supplier Equipment to the Buyer Premises and the removal thereof when it is no longer required by the Buyer and in each case at the Supplier's sole cost. Unless otherwise stated in this Call-Off Contract, Supplier Equipment brought onto the Buyer Premises will remain the property of the Supplier.
  4. The Supplier shall maintain all items of Supplier Equipment within the Buyer Premises in a safe, serviceable and clean condition.

The Supplier shall, at the Buyer’s written request, at its own expense and as soon as reasonably practicable:

* + - 1. remove from the Buyer Premises any Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with the Call-Off Contract; and
      2. replace such item with a suitable substitute item of Supplier Equipment.
  1. Upon termination or expiry of the Call-Off Contract, the Supplier shall remove the Supplier Equipment together with (for the avoidance of any doubt) the Goods and any other materials used by the Supplier to supply the Goods and Services and shall leave the Buyer Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Buyer Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or Supplier’s Staff.

1. **Upgrades and Improvements**
   1. At any time the Buyer may upgrade or improve the Goods by replacing component parts (but not the Goods in their entirety) with new or used parts or by installing new software with the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed).
   2. If the Buyer upgrades or improves the Goods by replacing component parts of the Goods with new or used component parts or by installing software, such upgrades or improvements shall belong to the Buyer and the Buyer shall have the option to remove any such replacement parts, or uninstall any software that it has installed, before the Supplier collects the Goods on expiry or earlier termination of the Call-Off Contract provided that the removal of such replacement parts shall not damage the Goods and the Buyer shall:
2. reinstate the original component parts or re-install the original software; or
3. substitute component parts or install software (where possible from the same manufacturer) reasonably similar to the removed component parts or software (which will become the property of the Supplier); or
4. offer for acceptance by the Supplier in substitution for the removed parts or uninstalled software (such acceptance not to be unreasonably withheld or delayed) any component parts or software used in upgrading or improving the Goods (which, if accepted, will become the property of the Supplier).
   1. For the purposes of this Paragraph 13.3, ‘X’ shall be the number of Service Failures, and ‘Y’ shall be the period in months, as respectively specified for ‘X’ and ‘Y’ in Framework Schedule 6 (Order Form Template and Call-Off Schedules). If this Paragraph 13.3 has been specified to apply in Framework Schedule 6 (Order Form Template and Call-Off Schedules), and there are no values specified for ‘X’ and/or ‘Y’, in default, ‘X’ shall be two (2) and ‘Y’ shall be twelve (12). Where a failure of Supplier Equipment or any component part of Supplier Equipment causes X or more Service Failures in any Y Month period, the Supplier shall notify the Buyer in writing and shall, at the Buyer’s request (acting reasonably), replace such Supplier Equipment or component part thereof at its own cost with a new item of Supplier Equipment or component part thereof (of the same specification or having the same capability as the Supplier Equipment being replaced).
5. **[Supplier-Furnished Terms**
   1. **Software Licence Terms**
      * 1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in [insert reference to relevant Schedule].
        2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in [insert reference to relevant Schedule].
   2. **Software as a Service Terms**
      * 1. Additional terms for provision of a Software as a Service solution are detailed in [insert reference to relevant Schedule].
   3. **Software Support & Maintenance Terms**
      * 1. Additional terms for provision of Software Support & Maintenance Services are detailed in [insert reference to relevant Schedule]**]**