**Software Contract Requirements Checklist**

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| --- | --- |
| **VENDOR:**  | LINE OF BUSINESS/BUSINESS SPONSER |
| **VENDOR CONTACT INFORMATION:** | **CLIENT CONTACT INFORMATION:**  |
| Vendor Rep: Title: Phone: | IT:Business:  |
|  |  |
|  |  |
| PRICING AND CONTRACT SUMMARY |
| **License cost:** |  |
| **Product License summary:** |  |
| **Maintenance and Support costs:** |  |
| **Implementation cost:** |  |
| **Training cost:** |  |
| **Contract Summary:**  |  |
|  |  |
| Contract Requirements | Status | Contract/Section |
| Product |  |  |
| If Perpetual License – right to use unless breach, etc. |  |  |
| If term license, support and upgrades included. |  |  |
| License type(s) (i.e., concurrent, named, etc) |  |  |
| License Definitions, Definitions for key items |  |  |
| Affiliates usage permitted |  |  |
| Ability to make Backup, DR, TEST, DEV copies of Software at no charge. |  |  |
| Pricing guarantees for incremental purchases |  |  |
| Price increase caps on additional licenses |  |  |
| Electronic delivery of software |  |  |
| Software warranty – time frame, & language including free from time bombs ,etc.  |  |  |
| Acceptance testing |  |  |
| Existing License Trade-In |  |  |
| Inability to change license model w/o approval |  |  |
| Training prices if applicable |  |  |
| Consulting/Prof Services prices if applicable |  |  |
| No “then current” or “then in effect” language |  |  |
| No automatic renewals |  |  |
| Manuals included for all purchases/upgrades |  |  |
| License compliance guaranteed only if software delivered to designated group/dept. |  |  |
|  Installation included with SW price  |  |  |
|  Language re: future product evaluation |  |  |
| **Maintenance and Support** |  |  |
| Operating Systems Upgrade guarantee |  |  |
| Escalation procedures |  |  |
| Severity levels, service level response times |  |  |
| Maintenance %, based on purchase price |  |  |
| Caps on maintenance increases (3% or CPI) |  |  |
| Specific Support Hours |  |  |
| Support on discontinued product |  |  |
| Separate Billing of Maintenance and support |  |  |
| Discount on pre-paid maintenance |  |  |
|  Penalties for missed P1 calls/SLA’s |  |  |
| **Terms and Conditions**  |  |  |
|  Use of name clause  |  |  |
| Payments due net 30 from receipt of invoice |  |  |
|  Protection against assignment of product |  |  |
|  Audit rights – 30 days, 15 business days |  |  |