**Software Contract Requirements Checklist**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **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 | | |  |  |