

Terms and Conditions of Government IT Procurement

SPECIAL TERMS AND CONDITIONS FOR PROCUREMENT OF STANDARD SOFTWARE

Contract date and no.: _____

Annex no.: ____

1 SCOPE OF APPLICATION

(1) These Special Terms and Conditions for Procurement of Standard Software apply to the procurement of standard software applications by central government agencies; by state enterprises; by central government institutions and funds; and by municipalities and municipal federations, provided that these Terms and Conditions are referred to in the contract and unless otherwise agreed in writing.

(2) These Special Terms and Conditions are used in conjunction with the General Terms and Conditions of Government IT Procurement. In case of conflict, these Special Terms and Conditions take precedence over the General Terms and Conditions.

2 RIGHTS

(1) Ownership in the media which contain the standard software specified in the contract and the related documentation (disk, tape, CD-ROM, etc.) is transferred to the customer when the media has been delivered according to the terms of delivery.

(2) Unless otherwise specified in the contract, copyright and other intellectual property rights in the standard software and its documentation remains with the supplier or any third party involved, such as the supplier's client or subcontractor.

(3) The customer is given user rights as per the user rights licence of the standard software.

(4) Unless otherwise agreed, the following terms and conditions apply:

(i) The customer is entitled to transfer the standard software to another platform, operating system or geographical location. The supplier is entitled to bill the customer for reasonable media and delivery expenses involved in supplying

a new version of the software. The right of transfer applies to work done on behalf of the customer at a third-party location.

- (ii) A customer who is part of the central government administration is entitled to assign the software licences freely to any other party who is part of the central government administration in a case where the duties for the performing of which the licence was obtained are transferred.
- (iii) Copying the standard software for private use is only permitted if this is permitted in the licence terms and conditions of the standard software.
- (iv) If the supplier files for bankruptcy or is placed in receivership, or if the supplier even after being notified in writing does not fulfil his support or maintenance obligations within a reasonable period of time, the customer is entitled, without delay upon sending the notification, to be given the source code and documentation of the standard software for his own use, provided that the supplier has the right to transfer these.
- (v) The customer is responsible for making appropriate backup copies.
- (vi) If a standard software application is lost or damaged after the user rights and liability for risk are passed to the customer, the supplier will deliver a new copy of the standard software application if available. The supplier is entitled to bill for mailing, installation and other immediate costs incurred thereby. The customer must, on request, give a reliable account of the loss of or damage to the standard software application.

3 VERSION UPDATES

- (1) The customer is entitled to receive a new version of the standard software either by paying a regular update fee or by paying a one-off price calculated as an agreed percentage of the original purchase price.
- (2) If an interim update of the standard software is required for technical reasons, the price of the interim update is included in the price of the version update.

4 SUPPORT AND MAINTENANCE

(1) The supplier provides support and maintenance services guaranteeing a high level of usability for the standard software, as agreed separately.

(2) The supplier guarantees support and maintenance for a period of at least 24 months from the time when the relevant version of the standard software was brought to market in Finland. The supplier must notify the customer of the discontinuing of support in writing at least 6 months in advance.

5 EXTENSION OF USER RIGHTS

(1) If the user rights for which the customer has paid a one-off price are extended or replaced, the supplier must take the earlier disused user rights held by the customer into account in the pricing.

6 WARRANTY

(1) The warranty for the standard software is that specified by the manufacturer or the supplier, unless otherwise agreed. If the customer has not been informed of the terms of warranty at all, the warranty period is 12 months from delivery.