**SOFTWARE SCHEDULE #****[NUMBER]**

**to the agr between [parties]**

with an Agreement Effective Date

of [Agreement Effective Date] ("**Agreement**")

BETWEEN

PARTY

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

http://www.infoworld.com/d/applications/review-libreoffice-4-leaves-you-wanting-more-212742

a \_\_\_\_\_\_\_\_\_\_\_ [corporation][company]

with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

("**Customer**")

Software Schedule #[NUMBER] Effective Date: [Date]

(“**Software Schedule Effective Date**”)

By the signatures of their duly authorized representatives below, ### and Customer, intending to be legally bound, agree to all of the provisions of this Software Schedule and agree that the Software Schedule represents a separate contract between the parties that incorporates and is governed by all of the terms of the Agreement.

The parties hereby agree that Customer shall acquire a license to [expand/renew] its use of the Software, on essentially the same terms as those that apply in the Agreement, modified only in accordance with the terms and conditions of this Software Schedule #[NUMBER].

Unless explicitly stated or otherwise follows from this Software Schedule #[NUMBER], including any parts hereto, the terms of the Agreement will fully apply to the Software licensed hereunder. In case of conflict or inconsistencies between this Software Schedule #[NUMBER] and the Agreement, the terms of this Software Schedule #[NUMBER] shall take precedence over the Agreement.

The following clauses are deemed inserted into the Agreement:

**X.X TEST.** Test Text

|  |  |
| --- | --- |
| ### | Customer |
| By: | By: |
| Print Name: | Print Name: |
| Print Title: | Print Title: |
| Date Signed: | Date Signed: |

**PART A TO SOFTWARE SCHEDULE #[NUMBER]**

**DATED [Date]**

**SOFTWARE AND RELATED INFORMATION**

|  |  |  |
| --- | --- | --- |
| **SOFTWARE** | **:** |  |
| **DOCUMENTATION** | **:** |  |
| **THIRD PARTY SOFTWARE** | **:** | [LIST WHERE APPLICABLE, OTHERWISE STATE N/A] |
| **THIRD PARTY DOCUMENTATION** | **:** | [AS ABOVE] |
| **DESIGNATED LOCATION(S)** | **:** | [MUST BE A GEOGRAPHICAL ADDRESS, NOT A PO BOX, NOT AFFILIATES ENTITLED TO USE] |
| **DESIGNATED COMPUTER(S)** | **:** |  |
| **LICENCE TERM** | **:** |  |
| **INITIAL SUPPORT TERM** | **:** | 30 months from this Software Schedule Effective Date. Thereafter, ### shall continue to provide support services at the fees stated in this Software Schedule for an additional [30 month period] ("Renewal Support Term"), unless either party gives the other party notice of its intent to terminate ongoing support services at least 90 days before the end of the Initial Support Term or a Renewal Support Term, provided that ### may not terminate ongoing support services prior to the seventh’s anniversary of this Software Schedule Effective Date.. In the event that Customer subsequently wishes to reinstate ongoing support services, Customer shall pay to ### the support fees that would have been charged during the period between termination and reinstatement. |
| **PLATFORM** | **:** |  |
| **NUMBER OF WORK STATIONS** | **:** |  |
| **NUMBER OF PRODUCTION DATABASES** | **:** |  |
| **NUMBER OF PRODUCTION SERVERS** | **:** |  |
| **NUMBER OF DEVELOPERS** | **:** | [LIST WHERE APPLICABLE, OTHERWISE STATE N/A] |
| **NUMBER OF USERS** | **:** | [Named or Concurrent] |
| **VOLUME LIMIT** | **:** |  |
| **LICENCE FEE** | **:** | Software \_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Third Party Software \_\_\_\_\_\_\_\_\_\_\_\_\_\_]  Total License Fee US$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **PAYMENT OF LICENCE FEE** | **:** | 100% of the License Fee is due upon this Software Schedule Effective Date. |
| **YEARLY SUPPORT FEE** | **:** | \_\_\_\_\_\_\_\_\_\_\_\_, payable upon this Software Schedule Effective Date. |
| **Normal Business Hours** | **:** | Monday through Friday from [\_\_\_\_\_\_\_\_\_\_] through [\_\_\_\_\_\_\_\_], except bank or public holidays in Zurich, Switzerland |
| **INCREASE LIMITATION** | **:** | \_\_% per year |
| **DESCRIPTION OF MINIMUM IMPLEMENTATION SERVICES** | **:** | \_\_\_ days to perform the tasks further described in Part C of this Software Schedule (“**Minimum Implementation Days**”). The Minimum Implementation Days shall be utilized by Customer by [INSERT DATE]. If Customer has not used the full number of Minimum Implementation Days by such date, then ### shall invoice Customer for the sums outstanding in relation to the remaining Minimum Implementation Days. |
| **SCHEDULED INSTALLATION DATE** | **:** | [PUT DATE] or a date to be agreed between the parties which shall be no later than thirty (30) days from this Software Schedule Effective Date. |
| **PROFESSIONAL SERVICES FEES APPLICABLE TO THIS SOFTWARE SCHEDULE**  **[Leave only if different from Standard Fees below DELETE THIS WHOLE ROW IF NOT APPLICABLE]** | **:** | Rates shall be charged at \_\_\_\_\_ per day (a “day” is 7.5 hours, between 9am and 6pm, Monday to Friday, excluding public holidays at the normal place of work of the specific ### consultant providing the services ("Standard Working Hours") including travel time for on-site engagements authorized by Customer) and the applicable hourly rate shall be calculated by daily rate/7.5. Travel time is the time normally taken, assuming a continuous journey using reasonable means of transport, from the regular place of work of the specific ### consultant providing the services to the Customer's designated site. Professional services fee rates for services performed outside Standard Working Hours, as specifically authorized by Customer, are calculated at 150% of the standard professional services fee rates, save for travel time outside Standard Working Hours, for which standard professional services fee rates apply. The rates shall be valid for the duration of the initial Implementation Services only as described in Part C of this Software Schedule. |
| **STANDARD PROFESSIONAL SERVICES FEE RATES IN EFFECT ON DATE OF AGREEMENT** | **:** | Rates shall be charged at \_\_\_\_\_ per day (a “day” is 7.5 hours, between 9am and 6pm, Monday to Friday, excluding public holidays at the normal place of work of the specific ### consultant providing the services ("Standard Working Hours") including travel time for on-site engagements authorized by Customer) and the applicable hourly rate shall be calculated by daily rate/7.5. Travel time is the time normally taken, assuming a continuous journey using reasonable means of transport, from the regular place of work of the specific ### consultant providing the services to the Customer's designated site. Professional services fee rates for services performed outside Standard Working Hours, as specifically authorized by Customer, are calculated at 150% of the standard professional services fee rates, save for travel time outside Standard Working Hours, for which standard professional services fee rates apply. |
| **CUSTOMER’S ADDRESS FOR INVOICES** | **:** | Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  [ADDRESS]  Facsimile:  Email: |
| **CUSTOMER’S ADDRESS FOR NOTICES** | **:** | Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  [ADDRESS]  Facsimile:  Email: |
| **OTHER TERMS** | **:** | [None.] |

**PART B TO SOFTWARE SCHEDULE #[NUMBER]**

**DATED [Date]**

**SPECIFIED CONFIGURATION**

**PART C TO SOFTWARE SCHEDULE #[NUMBER]**

**DATED [Date]**

**IMPLEMENTATION SERVICES**

**PART D TO SOFTWARE SCHEDULE #[NUMBER]**

**DATED [Date]**

**SUPPORT PROCEDURES**

1. **Blabla.**
2. Foo Bar.