

<b>SOFTWARE LICENSING CHECKLIST</b>	
<b>Third Party Risk Mitigation</b>	
Is there a warranty that the software does not infringe a third party's intellectual property rights?	
Is there an indemnity against any third party claims of infringement of a third party's intellectual property rights?	
<b>Warranty</b>	
Is there a warranty that the software will materially comply with its description and specifications? Try linking this to documentation provided during the sales pitch for example.	
<b>Licence Scope</b>	
Does the licence grant language cover all the intended recipients and/users of the license? Remember, contractors might also require use.	
Are the restrictions placed on the licence acceptable for its use case?	
<b>Support and Maintenance</b>	
Are there appropriate service levels attached to the software's availability/uptime and the supplier's response and resolution times for incidents?	
Is there a meaningful remedy, such as service credits or the right to terminate for persistent failures (with a refund of upfront fees) where the supplier fails to meet the service levels?	
Do you have express committed maintenance obligations from the supplier? E.g. avoid vague and subjective "reasonable efforts" language related to service level requirements.	
Is the supplier locked into an appropriate maintenance term with no ability to terminate, suspend or end the support?	
Can support be given at all required times (note geographical time differences and supplier's call-centres), in the required manner, for example by phone/chatbot/mail and in English/Spanish etc.?	
<b>Charges</b>	
If implementation is necessary, is associated payment linked to appropriate acceptance by the client or successful "go-live"?	
Do the charges for support and maintenance commence after successful "go-live"/roll out of the software and after the warranty period has run its course?	
Are licence charges clear and predictable? Have potential increases or decreases in user numbers, annual true-ups and annual pricing increases been addressed?	
Are maintenance charges comprehensive, unambiguous and reasonable?	
Are upgrades included in the licence and/or maintenance package?	
Is continued support/maintenance dependent on the procurement of upgrades at an extra fee?	
Are previous versions of the software supported/maintained?	
<b>Installation / Acceptance</b>	
If applicable, is the installation of the licence/software adequately addressed?	
Is there appropriate testing? Are the requirements for acceptance clear and will the testing to be performed mimic real-life use and the customer requirements?	
<b>Refunds</b>	
Is it clear and express that if you terminate for the supplier's breach (or other potentially appropriate scenarios) you're entitled to a refund of any prepaid fees?	
<b>Back-ups</b>	
Are you allowed to make back-up copies for your required purposes?	
<b>Escrow</b>	
If escrow is necessary to ensure you can get access to source code, has this been addressed and is it triggered on acceptable pre-defined events, like the insolvency of the supplier?	