



Smart Meters Programme Schedule 5.2

(Software) (CSP Central version)

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Amendment History		
Version	Date	Status
v.1	Signature Date	Execution copy

SCHEDULE 5.2 SOFTWARE

1. INTRODUCTION

1.1 This Schedule 5.2 details the various elements of the Software and categorises them into:

- (a) the Contractor Software;
- (b) the Third Party Software; and
- (c) the Specially Written Software.

This Schedule 5.2 also lists which elements of the Software are to be placed into escrow as Deposited Software.

1.2 The Software is licensed in accordance with Schedule 5.1 (Intellectual Property Rights).

1.3 The Contractor shall ensure that, at all times, this Schedule 5.2 is kept fully up-to-date and accurately reflects the Software which is used by any Contractor Person to provide the Services (or is made available to the DCC as part of the Services), including following the implementation of any Change which affects the Software.

1.4 The Contractor shall ensure that, at all times, the description of the Software in Appendices 1 to 3:

- (a) includes a description (in reasonable detail) of the purpose of the relevant Software within the Contractor Solution (and its role within the overall architecture of the Contractor Solution); and
- (b) generally contains sufficient information for the DCC to understand and verify the details of the Software set out in Appendices 1 to 3.

2. CONTRACTOR SOFTWARE

The Contractor Software comprises the items specified in Appendix 1.

3. THIRD PARTY SOFTWARE

The Third Party Software comprises the items specified in Appendix 2.

4. SPECIALLY WRITTEN SOFTWARE

4.1 The Specially Written Software comprises the items specified in Appendix 3.

4.2 The Contractor shall develop the Specially Written Software in accordance with the requirements (including timescales) set out in this Agreement.

5. USE OF OPEN SOURCE SOFTWARE

5.1 If, at any time:

- (a) the Contractor intends to include any Open Source Software in any of the Software (or if any of the Software needs to use or interact with any Open Source Software in order to operate in accordance with the requirements of this Agreement); or
- (b) the Contractor intends to otherwise use any Open Source Software in the performance of the Services (or to make any Open Source Software available to the DCC as part of the Services),

the Contractor shall notify the DCC accordingly in advance of any such use (which shall be subject to the agreement of the DCC in accordance with this paragraph 5).

5.2 Without limiting paragraph 5.4 or 5.5, the Contractor acknowledges and agrees that any Open Source Software that the Contractor intends to use or make available under this Agreement must comply with the requirements of this Agreement, including:

- (a) the relevant provisions of Schedule 2.1 (DCC Requirements), regarding ongoing support and maintenance;
- (b) the relevant provisions of Schedule 2.1 (DCC Requirements) including requirements 4.1 and 4.2 of Part E, and Schedule 2.5 (Security Management Plan), regarding security;
- (c) the DCC's then current policy regarding use of Open Source Software (as issued to the Contractor from time to time); and
- (d) any other requirements of the DCC regarding the use of Open Source Software (as may have been notified to the Contractor by the DCC at any time prior to the implementation of the relevant Open Source Software).

5.3 Any notice from the Contractor under paragraph 5.1 shall specify (in reasonable detail):

- (a) the Open Source Software that the Contractor intends to use or make available under this Agreement;
- (b) the purpose for which the Open Source Software will be used or made available;
- (c) the terms on which the Open Source Software is licensed;
- (d) the manner in which the Open Source Software will comply with the requirements referred to in paragraph 5.2;
- (e) details of any alternative proprietary software solutions which could be used in place of the Open Source Software;
- (f) any advantages (or, if applicable, any disadvantages) of using the Open Source Software instead of the alternative proprietary solutions identified in paragraph 5.3(e); and

- (g) any other information regarding the Open Source Software requested by the DCC.
- 5.4 The DCC shall be entitled to accept or refuse the use of Open Source Software in its absolute discretion.
- 5.5 If the DCC is willing to accept the use of Open Source Software, the parties shall agree on any amendments to this Agreement which are required to reflect such use in accordance with the Change Control Procedure. Except as expressly agreed by the parties in a Change Authorisation Note, the Contractor shall not be relieved of any of its liabilities or obligations under this Agreement as a result of the use of any Open Source Software.
- 5.6 If the DCC refuses to accept the use of Open Source Software, the Contractor shall provide alternative proprietary software solutions to ensure that the DCC suffers no disadvantage, delay or other adverse effect as a result of the refusal to use such Open Source Software. The Contractor shall not be relieved of any of its liabilities or obligations under this Agreement as a result of a refusal by the DCC to accept the use of any Open Source Software.
- 5.7 Except as set out in this paragraph 5, the Contractor shall:
- (a) ensure that the Software does not contain any Open Source Software and does not need to use or interact with any Open Source Software in order to operate in accordance with the requirements of this Agreement; and
 - (b) not use any Open Source Software in the performance of the Services (or to make any Open Source Software available to the DCC as part of the Services).

6. **DEPOSITED SOFTWARE**

The Contractor shall deposit the Software identified in the final column of the tables in each of Appendix 1 (Contractor Software), Appendix 2 (Third Party Software) and Appendix 3 (Specially Written Software) (the "**Deposited Software**") into escrow in accordance with the provisions of Schedule 5.3 (Escrow). Details of the Deposited Software are set out in Appendix 4.

Appendix 1 – Contractor Software



Appendix 2 – Third Party Software



Appendix 3 – Specially Written Software



Appendix 4 – Deposited Software

