Service Specific Terms - Software and Software Maintenance

1. DEFINITIONS

Defect: any defect, error or performance failure arising in any Software or physical media on which the Software is delivered

Documentation: user or operating manuals relating to the Software giving accurate, complete and comprehensible information sufficient for a reasonably competent user to install and use the Software and perform basic trouble shooting

Enhancement: any additional or amended software (including a patch or fix) which corrects Defects in Software or improves its performance, security or interoperability, and any other amendment or enhancement to any Software

Licence Term: the period starting on the Start Date (or if later, the date the applicable Software is delivered) and continuing for a perpetual term (or for the period specified in the Call-Off)

Maintenance Term: the period starting on the Start Date and continuing for the period specified in the Call-Off (or, where not specified, for the Warranty Period)

Software: any software to be licensed, developed, provided or made available under this Agreement including (a) any software developed, provided and/or made available in connection with the Services and (b) any Enhancements and Versions

Software Maintenance: in respect of the applicable Software, the maintenance and support services set out in paragraph 5.3 and the Call-Off

Version: any version or release of the Software that is generally made available to licensees of the Software

2. LICENCE AND USAGE

2.1 Unless otherwise stated in the Call-Off, Supplier grants to each HSBC Group Member a non-exclusive, worldwide, irrevocable, royalty-free licence to:

(a) Use the Software and Documentation during the Licence Term; and

(b) decode, reverse engineer, disassemble or decompile the Software solely to integrate or interface it with HSBC systems.

2.2 HSBC Group Members may run copies of the Software in parallel for the purpose of ensuring successful migration of the Software at no additional cost.

2.3 If HSBC has underpaid any Charges and/or any HSBC Group Member has used any Software and/or Documentation outside the scope of this Agreement:

(a) Supplier shall notify HSBC of the relevant details; and

(b) Supplier may, as its sole and exclusive remedy, invoice HSBC for such usage at the rates set out in the Call-Off.

3. DELIVERY

3.1 Supplier shall deliver the Software and Documentation, together with relevant activation codes, licence keys, passwords, in accordance with the reasonable instructions of HSBC.

3.2 Except as permitted under this Agreement or Applicable Laws, HSBC shall not:

(a) modify, adapt, decode, reverse engineer, disassemble or decompile the Software; or

(b) remove, alter or cover any copyright or other proprietary rights notices placed on or embedded in the Software or Documentation.

3.3 Supplier shall:

(a) provide all assistance, code, replacement codes, licence keys, passwords and other information reasonably required for successful integration, migration and operation of the Software;

(b) ensure that the Software not contain:

(i) any software to which separate third party terms apply;

(ii) Open Source Software except as approved by HSBC in writing; or

(iii) anything capable of deleting HSBC Information, restricting access to the Software or otherwise rendering any element incapable of unfettered Use (other than passwords).

4. WARRANTIES

4.1 Supplier warrants, represents and undertakes that during the **Warranty Period** (12 months from acceptance (or if no Acceptance Criteria are set out in the Call-Off from delivery) unless otherwise stated in the Call-Off):

(a) the Software shall operate substantially as described the Documentation and this Agreement; and

(b) any Software or physical media on which the Software is delivered shall be free from material Defects.

4.2 Supplier shall correct any Defects which arise during the Warranty Period in accordance with the relevant Service Levels and in any event within 30 days of Supplier being notified of the same.

5. SOFTWARE MAINTENANCE

5.1 Unless otherwise stated in the Call-Off Supplier shall provide Software Maintenance for the Maintenance Term and successive 12 month periods unless terminated by HSBC on 1 months' notice, such notice to expire no earlier than the end of the Term or applicable 12 month period.

5.2 Supplier may terminate the provision of Software Maintenance on giving HSBC not less than 12 months' prior written notice, such notice to expire no earlier than the end of the Term.

5.3 Supplier shall:

(a) monitor performance of the Software, promptly notify HSBC of any Defect and its root cause, and correct such Defects;

(b) supply, assist upon request with the implementation of, and provide necessary knowledge transfer in respect of, Enhancements and Versions;

(c) make suitably qualified representatives available to respond to technical queries; and

(d) keep current and available the relevant Documentation, provided that no update shall reduce the Software's warranted performance.

6. DEPLOYMENT

6.1 Unless otherwise stated in the Call-Off Enhancements and Versions shall only be deployed on the instructions of HSBC.

7. WITHDRAWN SOFTWARE

7.1 Supplier shall give at least 12 months' prior written notice to HSBC if any Software or Software Maintenance will no longer be generally available.