

## DEDICATED SOFTWARE PRODUCT AGREEMENT

TECH 354 (REV. 06/2015)

[Department Name]  
[Software Product Name]

Effective [date of contract], the [Department Name] understands and agrees to the following conditions for the acquisition and ongoing maintenance of [Software Product Name], dedicated software product, for its use on the Department of Technology mainframe systems:

- [Department Name] has paid the one-time license fee to compensate the Department of Technology for this dedicated software product.
- [Department Name] agrees to pay 100% of the ongoing software maintenance fees, plus tax, and the Department of Technology's administrative overhead, for the duration of this product's use as a dedicated software product.
- [Department Name] agrees to pay 100% of any one-time upgrade fees and/or annual software maintenance increases which may be incurred as the result of an upgrade to the Department of Technology's platform environment. The department further understands that periodic upgrades and configuration changes are necessary to support the general customer workload, and that these upgrades could result in one-time fees and/or maintenance increases, although the customer may not directly benefit from the upgrade to the software product.
- Future one-time upgrade fees will be charged at cost, plus tax, and the current administrative overhead, for that portion not considered an extension of ongoing maintenance. The maintenance component, if any, of upgrade fees and future increases to ongoing maintenance fees will be charged at cost, plus tax, and the Department of Technology's administrative overhead. The Department of Technology will use the revised annual maintenance fees to determine what portion of upgrade fees will be considered as maintenance.
- [Department Name] agrees to pay the direct costs associated with the Department of Technology staff to support the dedicated software through either the Department of Technology rates and/or hourly consulting rates.
- [Department Name] agrees to pay a minimum of 3 hours of Department of Technology staff to troubleshoot or support of the dedicated software through Department of Technology hourly consulting rates. If the cause of the problem is related to activities on the Department of Technology side, a credit will be issued for the 3 hours charge.

This Agreement will remain in force for as long as the software product is in use and categorized as dedicated. If other customers wish to share in the use of this product while it is categorized as a dedicated software package, an adjustment to costs will be made to each agency using the product on an annual basis.

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[Department Name]  
[Software Product Name]

**Approved by:**

\_\_\_\_\_  
Department Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Return by [Date] to:**

Customer Relations Representative  
California Department of Technology  
Office of Technology Services  
P.O. Box 1810  
Rancho Cordova, CA 95741-1810