

ITEC Policy 1500S - Attachment B

Intent to Sell or Share Software Code or Intellectual Property

[Entity name] _____ Intends to [Sell or Share] the following
Software code or Intellectual Property: _____ to
[Entity name] _____.

If Software Code or Intellectual Property is being sold:

The terms of the sell are as follows:

Amount selling for _____

The state is not responsible for any maintenance, upgrade, correct performance, error correction, enhancements, or adaptability of this software to Contractor's programs or processes. The use of this software is entirely Contractor's responsibility, including any maintenance, upgrades and adaptability. The state entity selling this software may assist with adaptability provided that arrangements are made in advance for such assistance and for compensation of their time. In no event shall the state be liable to the Contractor or any third party for any incidental or consequential damages, including but not limited to indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, loss of data, or loss of business information, that may arise from the use or implementation of this software in whole or in part, even if the Contractor or third party has been advised of the possibility of such damages.

All transactions for the sale of Software Code and related Intellectual Property shall be documented. The documentation shall include provisions for ownership of Software Code and Intellectual Property and any limitations of use by acquiring parties.

If Software Code or Intellectual Property is being Shared:

The terms of the share are as follows:

The state is not responsible for any maintenance, upgrade, correct performance, error correction, enhancements, or adaptability of this software to Contractor's programs or processes. The use of this software is entirely Contractor's responsibility, including any maintenance, upgrades and adaptability. The state entity sharing this software may assist with adaptability provided that arrangements are made in advance for such assistance and for compensation of their time. In no event shall the state be liable to the Contractor or any third party for any incidental or consequential damages, including but not limited to indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, loss of data, or loss of business information, that may arise from the use or implementation of this software in whole or in part, even if the Contractor or third party has been advised of the possibility of such damages.

All transactions for the sale of Software Code and related Intellectual Property shall be documented. The documentation shall include provisions for ownership of Software Code and Intellectual Property and any limitations of use by acquiring parties.

CITO Approved: _____ Date: _____

CITO Denied: _____ Date: _____

Reason for denial: _____

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