**Software Checklist Notes**

1. The checklist must be completed by an employee of your organization, who is knowledgeable of the software products.
2. List any software applications, along with hardware products with embedded software.
   1. Not all software products are required to be listed on the checklist. Do not include applications such as Windows, iOS, and Adobe. Consult with DDC to determine if an application or product should be listed on the checklist.
3. For hardware purchases, you must review the features of the device to determine if there is embedded software. You can go to the manufacturer’s website or do an online search to review the End User License Agreement (EULA)/Terms and Conditions. Consult with your vendor or manufacturer if you need assistance in verifying this.
   1. If a product runs on firmware and it does not have a EULA, then a written confirmation must be provided from the licensor, acknowledging that any firmware automatically transfers to another user if they were to take possession of the equipment.
4. Software licenses are capitally eligible if they are valid with the initial purchase for at least 5 years from disbursement of City capital funds. Software subscriptions with ongoing monthly or annual fees are not eligible, thus they should not be included on the checklist.
5. If a license is transferable, then do not answer Questions 4 & 5 on the checklist.
6. If the EULA dictates that a software license is non-transferable, then the licensor must complete the **Preliminary Approval Letter of the Software License Agreement**. This letter acknowledges that the licensor will execute the Software License Agreement, upon registration of the funding agreement, which grants the City a transferable license at no additional cost, if the City re-possesses the equipment, due to an Event of Default under the terms of the funding agreement. This letter is not required for any transferable software licenses.
7. For any non-transferable licenses, if the licensor refuses to sign the **Preliminary Approval Letter of the Software License Agreement** or makes substantive changes to the letter template, then any affected products from the licensor will not be eligible for reimbursement.