

STANDARD FORM OF LICENSING SCHEDULE

SCHEDULE TO THE HEADER LICENCE AGREEMENT REFERENCE 3X/S/1282/1 BETWEEN THE AUTHORITY AND ESKO-GRAPHICS BVBA. DATED 16 SEPTEMBER 2020 Version Number: 1.0

CONTRACT SCHEDULE REFERENCE NUMBER: 700379320

By their respective signatures of this Schedule the Secretary of State For Defence (the "AUTHORITY") undertakes to purchase and ESKO-Graphics BVBA (the "LICENSOR") undertakes to supply the Licensed Software for Use on the Designated Equipment at the Designated Site (all as identified below) under the Standard Conditions set down in the Annex to the Head Agreement and any Special Conditions set down in Part VIII below which may vary or add to those Standard Conditions.

PART I - LICENSED SOFTWARE PROGRAMS

Code	Description of Annual Rental Software Configuration for 12 months	Qty
------	---	-----

Military Sensitive Technical information redacted

PART II - DESIGNATED EQUIPMENT

Not Restricted

PART III - DESIGNATED SITE

Not Restricted

PART IV – ACCEPTANCE PERIOD & TEST

Following the successful installation of all licensed software programs listed in PART 1, the installer will conduct some basic tasking, followed by the Authority who will conduct functional testing for a period of no more than 60 days.

PART V - LICENCE FEES

a. Software Rental

Software Rental - Firm Price in GBP
--

Year 1

Price SW rental/quarter
Total Price SW rental/year

Year 2

Price SW rental/quarter
Total Price SW rental/year

Year 3

Price SW rental/quarter

Total Price SW rental/year

Year 4 (Option Year to be invoked via call-off process)

Price SW rental/quarter

Total Price SW rental/year

Year 5 (Option Year to be invoked via call-off process)

Price SW rental/quarter

Total Price SW rental/year

All Pricing removed -

Commercially sensitive information redacted

Option Years (Years 4 and 5) shall be subject to call-off on a quarterly basis in accordance with Part VIII a. (Option Years), and VIII b. (Call-Off Process - Additional Services).

The annual price includes (EASY) basic support for No 1 AIDU's existing configuration of the rental licenses listed. The process for support is detailed in Part VIII Special Conditions, VIII c. (Support).

Optional Services (subject to call-off in accordance with Part VIII a. Call-Off Process - Additional Services):

b. Installation

Code	Description: Software Installation (Optional)	Qty	Firm Price in GBP
9730096Z	Software Integration/Installation cost on site	2	
9648559	25% training/install. discount for MC cust. on-site per day	2	
9645899	Daily expenses per day	2	
9651260	Travel	1	

Price Installation Services 2 days

Installation estimated to require between 2 to 5 days onsite work. The above price is inclusive of 2 days installation; additional days shall be charged at a daily rate of **Commercially sensitive information redacted (/day)**

c. Training

Code	Description of Training (Optional)	Qty	Firm Price in GBP
9648029	PackEdge Training on site per day	1	
9648078	Automation Engine Training on site per day	2	
9648078	ESKO's Graphic (user) Interface and BackStage Training on site per day	2	
9648559	25% training/install. discount for MC cust. on-site per day	5	
9645899	Daily expenses per day	5	
9651260	Travel	1	

Price Training Services

Commercially sensitive information redacted

Minimum notice period to request training is: one month prior to training requirement.

PART VI - INVOICE ARRANGEMENTS

Schedule 700379320 to Header Agreement Ref 3X/S/1282/1

a. The Authority's address for submission of invoices is detailed below:

Strategic Command
National Centre for Geospatial Intelligence
No.1 AIDU, Building 111
RAF Northolt
West End Road
Ruislip
Middlesex
HA4 6NG

b. Where the Contractor submits an invoice to the Authority in accordance with this PART VI, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause PART VI, and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

PART VII - WARRANTY PERIOD

System support is required for up to five years, as detailed in Part V (Licence Fees).

PART VIII - SPECIAL CONDITIONS

a. Option Years

The initial support period shall run for 3 years, with an additional eight quarterly options up to a maximum duration of 5 years. The Authority shall give written notice to ESKO via the Call-Off process at Part VIII b. if it wishes to take up the first option period quarter no less than 180 days before the Expiry Date of the initial three-year duration, with each subsequent quarterly option period subject to a 60 day minimum notice period.

b. Call-Off Process - Additional Services

1. No 1 AIDU will e-mail the Licensor with a serially numbered and electronically signed PART 1 Call off Tasking Order Form (at Appendix A) for call-off elements of the contract. This will provide details of the call-off task request.
2. On receipt of the PART 1 Order Form, the Licensor shall notify his acceptance by completing PART 2 and providing a price in accordance with this Schedule and returning it to No 1 AIDU.
3. Following completion of the task, the Licensor shall provide an updated copy of the PART 2 to No 1 AIDU detailing the finalised price in accordance with this Schedule.
4. PART 3 of the form will be used by No 1 AIDU to confirm acceptance of the services/output performed under the order. Following distribution of the PART 3 form, Purchase Order details shall be notified to the Licensor.
5. Payment shall be made in accordance with PART VI - INVOICE ARRANGEMENTS.

c. Support

Software Rental Support Plan Services

1. Access to the community portal shall be available 24 hours per day/ 7 days per week, for online case registration and follow-up, chat-based support, access to Esko knowledge base and online documentation. Software Rental Services are to be requested through registering the case in the Esko support portal at <https://www.esko.com/support>, or by placing a call or sending an email to the regional Esko Software Support department. Contact details per region are detailed at <https://www.esko.com/en/Support/ContactSupport>.
2. A unique case number will be assigned to each service request, allowing full status tracking.
3. A qualified Support Engineer shall immediately start the diagnosis, using remote support tools or phone to investigate with the Authority possible causes and implement solutions. Efficient remote support tools (such as telephone) are essential to operation of this service package and are therefore mandatory.
4. Remote support and Working hours are Monday to Friday (8am - 6pm). On all local holidays, (with the exception of Christmas, New Year's Day and Easter Monday), English remote support is available via Esko International Call Centre. Remote support requires the customer to provide access over Teamviewer or equivalent software as determined by Esko.
5. If a remote solution is not available, Esko shall confirm whether an intervention visit onsite is required. The Authority shall initiate a task via the Part VIII - Special Conditions c. (Call-Off Process - Additional Services). A qualified Software Engineer will be scheduled to further diagnose or recover the system with full assistance of the Software Support team. Onsite intervention labour charges shall be subject to the 25% discounted rate. Travel and lodging for an intervention visit are not included. All estimated charges are to be notified by the Licensor under the Part VIII - Special Conditions c. (Call-Off Process - Additional Services) procedure.

PART IX – LIMITS OF LICENSOR'S LIABILITY

This shall be in accordance with Liability clause 8. of Licence Agreement Reference 3X/S/1282/1.

FOR LICENSOR

FOR AUTHORITY

Signed **Personal data redacted**.....

Signed **Personal data redacted**

Name **Personal data redacted**

Name.: **Personal data redacted**

[Print Name]

Print Name]

Appointment Director Inside Sales

Appointment: Strategic Command Comrcl C2-25

Date 8 OCTOBER 2020

Date: 29 SEPTEMBER 2020

Appendix A - Call-off Tasking Form to CONTRACT SCHEDULE REFERENCE NUMBER: 700379320

This form shall be completed in accordance with PART VIII - SPECIAL CONDITIONS b. Call-Off Process - Additional Services

PART 1 TASKING ORDER FORM: AUTHORITY CALL-OFF TASK REQUEST (Authority to complete)

UNIQUE ORDER REFERENCE NO:.....

TO: ESKO-Graphics BVBA.

1. Please proceed with the Task described in this tasking order form in accordance with Contract 700379320.

2. LOCATION; Name and address of Branch at which the Task is required.

Strategic Command
National Centre for Geospatial Intelligence
No.1 AIDU, Building 111
RAF Northolt
West End Road
Ruislip
Middlesex
HA4 6NG

2.2 Details of Task: the Authority is to select Tasking from the following list (please delete items not required) and shall adhere to minimum notice periods where applicable.

Quarterly Options (Years 4 and 5 iaw Part V a.)

Optional Installation Services (iaw Part V b.)

Optional Training (iaw Part V c.)

Software Support Services (iaw Part VIII c.)

3. PERIOD OF TASK

3.1 The Task is to commence on: DD/MMM/YYYY

3.2 The Task is to be completed by: DD/MMM/YYYY

4. OUTPUT

The Authority is to provide further details here of the output required:

--

5. To be completed by the Designated Officer:

Name of Authority Signatory	
Appointment/ Post Title	
Telephone Number	
Date	

Distribution of PART 1 as follows:

- 5.1 one copy to the Contractor;
- 5.2 a control copy is retained by No 1 AIDU;
- 5.3 one copy to Authority Contracts Branch;

Within 3 working days of receipt of PART 1 the Contractor is to respond as indicated at PART 2.

PART 2 TASKING ORDER FORM: CONTRACTOR ACCEPTANCE (Contractor to Complete)

1. The Contractor is to indicate his acceptance of the tasking order as specified at PART 1 by signing below and e-mailing the completed form to the Designated Officer within 3 working days of receipt.
2. The Contractor is to provide an estimated cost in accordance with the applicable line items detailed in the PART V Licence Fees Schedule.

Estimated Cost: £

To: [No1 AIDU - Contractor to complete]

ACCEPTED AS ORDERED AT PART 1

Name of ESKO Signatory	
Appointment/ Post Title	
Telephone Number	
Date	

3. On completion of the Task, the Contractor is to provide an updated version of this Part 2 detailing the final cost in accordance with the Contract to enable generation of the Purchase Order. Further detail is to be provided where costs differ to the original Estimated Cost at paragraph 2.

Final Cost £:

Within 3 working days of receipt of the updated PART 2 providing Final Costs, the Authority shall respond by returning PART 3, or shall request further details.

PART 3 TASKING ORDER FORM: AUTHORITY ACCEPTANCE (Authority to Complete)

Certificate of Acceptance by the Authority

1. It is certified that the Authority accepts the services provided in performance of the unique Order Number under the terms and conditions of Contract Number 700379320.

To be completed by Authority:

Name of Authority Signatory	
Appointment/ Post Title	
Telephone Number	
Date	

Distribution of PART 3 as follows:

- 1.1 one copy to the Contractor;
- 1.2 a control copy is to be retained by No 1 AIDU;
- 1.3 one copy to Designated Officer responsible for Payments (for Purchase Order);
- 1.4 one copy to the Authority Contracts Branch.