

ATTACHMENT TO ANNEX TO HEAD AGREEMENT – STANDARD FORM OF LICENSING SCHEDULE

SCHEDULE 10 TO THE HEAD AGREEMENT [REDACTED]

CONTRACT REFERENCE NUMBER: HELSS/0090 dated 14th May 2018

By their respective signatures of this Schedule the Secretary of State For Defence (the “AUTHORITY”) undertakes to purchase and Inzpire Ltd. (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

[REDACTED]

PART II - DESIGNATED EQUIPMENT

The 33 (Thirty Three) Tablet PCs and 12 (Twelve) Base Stations provided to the AUTHORITY by the LICENSOR under Contract HELSS/0090 for use on Merlin Mk2 Platform.

PART III - DESIGNATED SITE

Any site owned or operated by the AUTHORITY including, for the avoidance of doubt, temporary sites used during operations.

PART IV – ACCEPTANCE PERIOD & TEST

[REDACTED]

PART V - LICENCE FEES

[REDACTED] excluding VAT (and any other applicable customs and excise duties).

PART VI - INVOICE ARRANGEMENTS

As set out within Contract HELSS/0090.

PART VII - WARRANTY PERIOD

Effective from the Date of Contract Acceptance of Contract HELSS/0090 until 31st March 2023.

PART VIII - SPECIAL CONDITIONS

The Licensed Software under this schedule is provided under Contract HELSS/0090. This licence is without prejudice to any provision of that Contract concerned with delivery, acceptance, payment, warranty or liability in respect of the Licensed Software. The liability for intellectual property rights actions shall be the greater of any specified in this license or under the Contract.

For the avoidance of doubt, this License is non-exclusive.

The Agreed Standard Conditions set out within the Annex to the Head Agreement D/IPR/3X/S/512/1 shall be varied and / or supplemented as follows:

[REDACTED]

PART IX – LIMITS OF LICENSOR’S LIABILITY

[Redacted]

FOR LICENSOR

FOR AUTHORITY

Signed

Signed

Name

Name

[Print Name]

[Print Name]

Appointment

Appointment

Date

Date.....