

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

SCHEDULE TO THE HEAD AGREEMENT BETWEEN THE AUTHORITY AND LEIDOS INNOVATIONS UK

LTD DATED: 10th September 2020 Version Number: 2

CONTRACT REFERENCE NUMBER: ASDT0114

By their respective signatures of this Schedule the Secretary of State For Defence (the “AUTHORITY”) undertakes to purchase and LEIDOS INNOVATIONS UK 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

Renewal of ■ individual eSMART user licenses warranty and support for a period of thirty six (36) months. These are to be supplied by the Licensor as owner.

PART II - DESIGNATED EQUIPMENT

One of the following operating systems will be used in order to install eSMART 8.1 Desktop:

Windows 8.1 (32 bit or 64 bit version)

Windows 10 (32 bit or 64 bit version)

PART III - DESIGNATED SITE

Not restricted.

PART IV – ACCEPTANCE PERIOD & TEST

N/A - Renewal of existing software licences

Licensor does not warrant Licensee's use of the Software will be error free or uninterrupted or that all Software errors will be corrected

PART V - LICENCE FEES

Description	Qty	Total Annual Price 2020-21 (£)	Total Annual Price 2021-22 (£)	Total Annual Price 2022-23 (£)	Total
eSMART Licenses including warranty and support for 36 months - 1 st April	■	£125,493.00	£125,493.00	£125,493.00	£376,479.00

2020 to 31 st March 2023					
	Payment Terms				Per Quarter
	Quarterly in arrears				£31,373.25.00

For the avoidance of doubt, if the AUTHORITY terminates for convenience the agreed licence fees will remain payable by the AUTHORITY to the LICENSOR.

PART VI - INVOICE ARRANGEMENTS

Payment for Licensor deliverables will be made by electronic transfer via CP&F. Where the Licensor submits an invoice the Authority will consider and verify that invoice in a timely fashion. The Authority shall pay the Licensor any sums due under such invoice no later than a period of 30 days on which the Authority has determined that the invoice is valid and undisputed. Where there is a is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed after a reasonable time has passed.

The approval for payment of a valid and undisputed invoice shall not be construed as acceptance by the Authority of the performance of the Licensor's obligations nor as a wavier of its rights and remedies under this contract. Without any prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Licensor to the Authority again at any amount payable by the Authority under the Contract or any other contract with the Authority, or with any Government Department.

PART VII - WARRANTY PERIOD

Thirty six (36) months of customer support will be provided. This includes product, STANAG and ICD updates, all problem investigations and fault clearances for the duration of the licence support.

PART VIII – DEFCONS AND SPECIAL CONDITIONS

Insert here any special conditions. These can add to or vary the Standard Conditions contained in the Annex to the Head Agreement.

Term of the Agreement

eSMART Licence warranty and support for a period of 31 months..

SPECIAL CONDITIONS

DELIVERY

Licensor will deliver on CD ROM or USB marked with the appropriate licence Serial Number to the Project Officer detailed within the DEFFORM 111.

DEFENCE CYBER PROTECTION PARTNERSHIP

This requirement attracts a Defence Cyber risk profile of VERY LOW which is explicitly laid down in RAR - 9V94XHRC. The Licensor is required to comply with the requirements laid down in DEFCON 658 and DEF Stan 05- 138.

SECURITY ASPECTS LETTER

The Security Aspects Letter is included at Annex A to this Attachment.

DEFFORM 539a

The contractor should complete the Tenderer's Commercially Sensitive Information Form if required.

PART IX – LIMITS OF LICENSOR'S LIABILITY

The LICENSOR's limit of liability consequent on matters arising in connection with the Licence (whether arising from contract, negligence or any other basis), other than through death, injury or infringement of third party intellectual property rights shall be limited to ■■■% of the contract value. Under the terms of the Unfair Contract Terms Act 1977, the Authority acknowledges that the liability for death or injury is unlimited for either party.

FOR LICENSOR

FOR AUTHORITY

Signed ■■■

Signed ■■■

Name ■■■

Name ■■■

[Print Name]

[Print Name]

Appointment Contracts Manager

Appointment Commercial Manager

Date 11th September 2020

Date 10th September 2020