

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

SCHEDULE TO THE HEAD AGREEMENT BETWEEN THE AUTHORITY AND FUTURES PLATFORM

DATED 24th March 2023 Version Number: 1.0

CONTRACT REFERENCE NUMBER: DSTL0000015304

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

1 x Future Co-Creator Subscription

5 + 20 users

Unlimited viewers

5 active radars

1 scenario set

Customer success team

Collaboration features

Report generator

Academy: 3 seats

PART II - DESIGNATED EQUIPMENT

Not restricted.

PART III - DESIGNATED SITE

Not restricted.

PART IV – ACCEPTANCE PERIOD & TEST

Not applicable

PART V - LICENCE FEES

The Service Fee shall be 24,900.00 EUR in total for the subscription periods of twelve (12) months. Any additional services shall be agreed upon and charged according to the current price list, or as offered in a proposal or quote sent by the LICENSOR.

PART VI - INVOICE ARRANGEMENTS

One-time fees for the Initial Period shall be invoiced at the beginning of the Initial Period. Service Fees for the Initial Period shall be invoiced fully in advance, unless otherwise agreed. Any additional services shall be invoiced monthly on a time and material basis in arrears, unless otherwise agreed upon in writing. Applicable VAT and other applying taxes shall be added to prices. Invoices should be sent electronically to accountspayable@dstl.gov.uk

PART VII - WARRANTY PERIOD

Not applicable.

PART VIII - SPECIAL CONDITIONS

1. The parties agree that in the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Head Agreement and associated Annex with attachment, then the [Futures Platform Service Agreement \(https://www.futuresplatform.com/terms-of-service\)](https://www.futuresplatform.com/terms-of-service) and [Futures Platform Privacy Policy \(https://www.futuresplatform.com/privacy-policy\)](https://www.futuresplatform.com/privacy-policy). Conversely, for any terms not covered by this Head Agreement, the Futures Platform Service agreement shall take precedence.
2. Clause 11.5 Reference Right of the Futures Platform Service Agreement does not apply to this contract.

PART IX – LIMITS OF LICENSOR'S LIABILITY

- (1) Neither Party will be liable for any indirect, incidental, collateral, exemplary, punitive or consequential loss, damage, cost or expense, such as business interruption, or any loss of business, anticipated savings, revenue, goodwill or reputation or loss of data, ("Loss") even if they have been advised of the possibility of such Loss.
- (2) The maximum aggregate amount of compensation for any Loss for which a Party may be liable to the other under the Service Agreement shall in the aggregate be limited to one hundred percent (100%) of Service Fees actually paid by the AUTHORITY to the LICENSOR under the Service Agreement during the twelve (12) month period preceding the incident having caused the Loss.
- (3) The limitation of liability contained in Sections 9(1) and 9(2) shall not apply to any Loss or damage caused by breach of confidentiality obligations, breaches by one Party of the other Party's Intellectual Property Rights or to any damage caused by wilful conduct or gross negligence.

(4) A Party shall notify the other Party of any claim, with detailed explanation, within thirty (30) days of discovering the event causing the Loss, or otherwise the other Party's liability for compensation will lapse.

(5) Both Parties shall use their reasonable endeavours to mitigate any Losses.

FOR LICENSOR

Redacted - FOIA Exemption 40 - Personal Information

FOR AUTHORITY

Redacted - FOIA Exemption 40 - Personal Information

Signed:

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Redacted - FOIA Exemption 40 - Personal Information

Name

[Print Name]

Name

Redacted - FOIA Exemption 40 - Personal Information

Appointment

Redacted - FOIA Exemption 40 - Personal Information

Appointment: Dstl Commercial Officer

Date

Date: 24/03/2023