

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

**SCHEDULE [REDACTED] TO THE HEAD AGREEMENT [REDACTED] BETWEEN THE AUTHORITY AND INZPIRE**

**LTD.** DATED (*to be confirmed*) Version Number: -

CONTRACT REFERENCE NUMBER: HELSS/0062 dated (*to be confirmed*)

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] supplied by the LICENSOR as owner as the same is more particularly described within Contract HELSS/0062.

PART II - DESIGNATED EQUIPMENT

[REDACTED]  
[REDACTED]

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

20 Business days from date of delivery.

PART V - LICENCE FEES

£ (*to be agreed*) excluding VAT (and any other applicable customs and excise duties).

PART VI - INVOICE ARRANGEMENTS

As set out within Contract HELSS/0062.

PART VII - WARRANTY PERIOD

Effective from the Start Date of Contract HELSS/0062 for a period of 18 (Eighteen) Months.

PART VIII - SPECIAL CONDITIONS

The Licensed Software under this schedule is provided under Contract HELSS/0062. 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 [REDACTED] shall be varied and / or supplemented as follows:

*(To be agreed)*

PART IX – LIMITS OF LICENSOR’S LIABILITY

In the event that no separate limit of liability is inserted in connection with the Licence the LICENSOR’s liability under this PART IX shall not exceed £ *(to be confirmed)* sterling.

**FOR LICENSOR**

**FOR AUTHORITY**

Signed .....

Signed .....

Name .....

Name .....

*[Print Name]* .....

*[Print Name]* .....

Appointment .....

Appointment .....

Date .....

Date.....