

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

SCHEDULE TO THE HEAD AGREEMENT BETWEEN THE AUTHORITY AND FUTURES PLATFORM

DATED 22nd June 2022 Version Number: 1.0

CONTRACT REFERENCE NUMBER: DSTL0000004818

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

Shaper Subscription service. This solution includes the following:

Full access to the platform up to 25 users and a possibility to create the 10 foresight radars. Service also includes the following:

- 3 seats to Futures Academy, an on-line self-learning course on foresight.
- 1 shared link to a radar to be used on-demand basis for collaboration or shared access to the selected radar.
- Dedicated Customer Success Manager to meet regularly with the customer key user team.
- Future Clinics, regular webinars for customers.
- Technical support e-mail, support@futuresplatform.com

PART II - DESIGNATED EQUIPMENT

Not restricted.

PART III - DESIGNATED SITE

Not restricted.

PART IV – ACCEPTANCE PERIOD & TEST

Not applicable – Dstl has had access to 15 day free trial version of the software.

PART V - LICENCE FEES

Redacted under FOIA Section 43 - Commercial Interests

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

Redacted under FOIA Section 43 - Commercial Interests

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

FOR AUTHORITY

Signed

Redacted under FOIA Section 40 - Personal Information

Signed:

Redacted under FOIA Section 40 - Personal Information

Name

Redacted under FOIA Section 40 - Personal Information

Name:

Redacted under FOIA Section 40 - Personal Information

[*Print Name*]

Redacted under FOIA Section 40 - Personal Information

Appointment

Redacted under FOIA Section 40 - Personal Information

Appointment: Dstl Commercial Officer

Date

Date: 22/06/2022