

**HEAD AGREEMENT FOR LICENCE TERMS FOR COMMERCIAL SOFTWARE PURCHASED BY THE SECRETARY OF STATE FOR DEFENCE**

This Agreement is made this 26<sup>th</sup> day of March in the year 2021.

**BETWEEN**

The Secretary of State for Defence, a corporation sole, (afterwards referred to as the AUTHORITY) as represented by DSET, Defence Digital Commercial, Strategic Command (UK StratComf) and the Directorate of Intellectual Property Rights, Poplar 2a #2218, MOD Abbey Wood, Bristol BS34 8JH

**AND**

*Boxxe of Goose Lane, Sutton on the Forest, York YO61 1ET* (afterwards referred to as the COMPANY);  
each being referred to as a "Party" and collectively as the "Parties".

**BACKGROUND**

- I. The AUTHORITY wishes to agree standard terms of licence with the COMPANY which will apply to "Commercial Software" products it procures from the COMPANY in order to avoid the need to negotiate individual terms each time those products are purchased; and
- II. The COMPANY is prepared to agree standard terms of licence with the AUTHORITY in order to facilitate sales of Commercial Software to the AUTHORITY.

For the purpose of this Agreement "Commercial Software" means software available commercially including that software modified on sale to suit the requirements of a customer.

**THE HEAD AGREEMENT**

1. The Parties agree that they will adopt the terms of licence set out in the Annex to this Head Agreement (the "Annex"), as the standard terms of licence for the procurement of Commercial Software by the AUTHORITY from the COMPANY and from any of its wholly owned subsidiaries for which the COMPANY is entitled to make this Head Agreement. This shall not imply that either Party may not propose other conditions for any particular licence or that either Party shall be bound to accept any particular licence in the terms set out in the Annex.
2. Each software licence which is to be procured subject to the standard terms of licence set out in the Annex, shall be established by a schedule (the "Schedule") which incorporates those terms by making reference to this Head Agreement and the Annex. Each licence so concluded shall be legally separate from this Head Agreement.

3. Each Schedule will take the format provided in the Attachment to the Annex. Individual Schedules may include special conditions adding to, varying, or setting aside any condition set out in the Annex and in the event of any conflict between the terms of the Annex and the special conditions of a Schedule the latter shall prevail.
4. Either Party shall be entitled to terminate this Head Agreement at any time on written notice to the other Party but the termination shall not vary the conditions of or terminate any extant Licences.
5. This Head Agreement shall be subject to and construed and interpreted in accordance with the Laws of England and shall be subject to the jurisdiction of the Courts of England. Other jurisdictions may apply solely for the purpose of giving effect to this Agreement and for the enforcement of any judgement, order or award given under English jurisdiction.

Signed for and on behalf of the Secretary of State for Defence

[REDACTED]

[REDACTED]

In the capacity of Defence [REDACTED]

Signed for and on behalf of the COMPANY *Boxxe*

[REDACTED]

[REDACTED]

In the capacity of [REDACTED]



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

**SCHEDULE TO THE HEAD AGREEMENT BETWEEN THE AUTHORITY AND Boxxe**

**DATED:** 26<sup>th</sup> March 2021      Version Number: 1

**CONTRACT REFERENCE NUMBER:** DDSFTW018 701550508 SmartBear Test Complete Licences

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

Quantity	Part Number	Description	Unit Price	Total Price
12	SSD1147846	TestComplete Platform [Commercial - Perpetual Licence With Maintenance (1-Year) (1) Floating User - Electronic *Non-Returnable* Windows] SmartBear Software TCP-VXX-FLC		
12	SSD1147879	TestComplete Desktop Module [Commercial - Perpetual Licence With Maintenance (1-Year) (1) Floating User - Electronic *Non-Returnable* Windows] SmartBear Software TCD-VXX-FLC		
			<b>Total</b>	£54,390.84

To be supplied by the LICENSOR as the Licensor of the license.

PART II - DESIGNATED EQUIPMENT

Not Restricted

PART III - DESIGNATED SITE

Not Restricted

PART IV – ACCEPTANCE PERIOD & TEST

The LICENSOR will ensure that the AUTHORITY will have access to the licenses, as indicated in the Licensing Schedule to the Head Agreement, on the date of Licensing Schedule to the Head Agreement.

PART V - LICENCE FEES

£54,390.84

PART VI - INVOICE ARRANGEMENTS

Contractor to have access and submit invoice using CP&F in order to receive payment from the MOD.

PART VII - WARRANTY PERIOD

As reference in the Agreement.

PART VIII - SPECIAL CONDITIONS

The Authority recognises that this product will be delivered as a Software as a Service.

PART IX – LIMITS OF LICENSOR's LIABILITY

As reference in the Agreement.

**FOR COMPANY**

**FOR AUTHORITY**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

