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SCHEDULE C3

Licences

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	25/01/07	Baseline copy of 1.2
3.0	23/02/09	Baseline copy of 2.1
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	05/01/10	Applying changes as per CNN1272
6.2	29.01.10	Applying changes as per CCN1273
6.3	01/04/10	Applying changes as per CCN1270
6.4	29/03/10	Applying changes as per CCN1276a
7.0	24/05/10	Baseline copy of 6.1,6.2,6.3 and 6.4
8.0	21/02/12	Applying changes in line with CCN1310b, CCN 1296 and CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN 1602a and moving all Schedules to V12.0
13.0		Moving all Schedules to V13.0

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LICENCES

1. HNG-X THIRD PARTY SOFTWARE

1.1 Table 1 below lists HNG-X Third Party Software licensed to Post Office in accordance with the applicable provisions of Clause 30 of this Agreement.

Table 1: HNG-X Third Party Software

Description and Product Name	Scope & purpose	Class	Licence Note
Interstage Java Virtual Machine		HNG-X Third Party Software (Fujitsu Corporation Limited).	
Hypercom PIN Pad Software	The software used to support the operation of PIN Pads.	HNG-X Third Party Software (Hypercom).	
• McAfee Web Gateway	Gateway Security	HNG-X Third Party Software	Where the equipment is moved outside the UK, the party responsible for initiating the move shall be liable for the costs arising from any resultant licensing impact

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Description and Product Name	Scope & purpose	Class	Licence Note
IBM • IBM WebSphere Application Server Processor • IBM Tivoli Workload Scheduler Processor • IBM InfoSphere Datastage Processor • IBM InfoSphere DataStage for non- Production Environments Processor Value Unit • IBM InfoSphere DataStage and QualityStage Designer Concurrent User • IBM InfoSphere FastTrack 10 Authorised Users	Support to Credence (POL MI) Application	HNG-X Third Party Software	IBM Licence terms at: Ibm.com/software /sla (Terminated upon exit of the Credence/MDM Service on 31st March 2016)

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1.2   Table 2 below lists the software which Post Office sub-licenses or grants rights to use to Fujitsu Services in accordance with Clause 31 of this Agreement.

Table 2: Software provided by Post Office

Original supplier and Software product name	Purpose and applicable Service	Sub-licence (SL) or right to use (RTU)	Any additional restrictions on the sub-licence
SAP UK Limited mySAP.com Solution Suite version 4.7 and SAP NetWeaver Master Data Management version 3.0(and any updates to or new versions thereof provided by Post Office for use by Fujitsu Services)	Purpose: Facilitates and supports the configuration of Configured POL FS Services or, from the POLSAP R1 Go Live Date, the POLSAP Services by Post Office or a third party on behalf of Post Office Service: POL FS Services or, from the POLSAP R1 Go Live Date, the POLSAP Services	RTU	The specific terms and conditions including any further rights and restrictions are specified in the CCD entitled: "SAP Software Right to Use and Maintenance Agreement for Fujitsu Services" (CF/CON/001)
SAP UK Limited Name: DB for SAP versions 9.2.04 and 9.2.05 (and any updates to or new versions thereof provided by Post Office for use by Fujitsu Services)	Purpose: the database engine used in conjunction with the SAP Software Service: POL FS Service or, from the POLSAP R1 Go Live Date, the POLSAP Services	RTU	The specific terms and conditions including any further rights and restrictions are specified in the CCD entitled: "SAP Software Right to Use and Maintenance Agreement for Fujitsu Services" (CF/CON/001)

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1.3 Table 2A below lists the Third Party Data that Post Office sub-licenses to Fujitsu Services in accordance with Clause 31 to this Agreement.

Table 2A.

Data source and data product name	Purpose and applicable Service/Application	Any additional restrictions on the sub-licence
Royal Mail Name: "PAF"	Purpose: Data used to validate postcodes and identify/confirm address details. Application: PAF Calling Application	

1.4 Should the Parties agree that the Microsoft NT operating system in use at Counter Positions will be upgraded to an alternative operating system, then whichever Party acquires the licences for that upgrade, the appropriate licensing terms will be agreed by the Parties and the Agreement amended under the Change Control Procedure to reflect these terms.

1.5 In the event that:

1.5.1 the licence terms agreed pursuant to paragraph 1.4 involve Post Office or any other member of the Royal Mail Group (any such member being for the purposes of this paragraph 1.5 "the relevant Post Office company") procuring the operating system third party software listed in table 3 below from the provider of that software;

1.5.2 the terms of the licence agreement provide, or an arrangement between the Parties exists, that Fujitsu Services pays to the software provider the charges payable under the licence agreement; and

1.5.3 the terms of the licence agreement provide that the relevant Post Office company is ultimately responsible or in any way liable for the charges payable under that agreement,

then to the extent that Fujitsu Services determines not to pay, or fails to pay, any amounts in respect of the software provider's charges by the due date for payment ("Unpaid Amounts"), Fujitsu Services shall:

1.5.3.1 forthwith provide to Post Office in writing a reasonably detailed explanation as to why such determination was made and/or such amounts were not paid; and

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1.5.3.2 forthwith upon request by Post Office return to Post Office all such amounts as shall have been paid by Post Office to Fujitsu Services in respect (and to the extent) of the Unpaid Amounts,

and the Parties shall cooperate and agree (acting reasonably) what further action need be taken by each of them with respect to procuring the operating system third party software and the payment or non-payment (as the case may be) of the software provider's charges.

Table 3: Operating system third party software

Description and Product Name	Scope & purpose
To be agreed	

2.   **ESCHER UPGRADE SOFTWARE**

2.1   Table 4 below lists the Escher Upgrade Software which as from Trigger Point T6 (Counter Application Rollout Complete) shall no longer constitute Third Party Software. For the avoidance of doubt, the provisions set out in paragraphs 2.2 to 2.4 of this Schedule C3 shall continue to apply.

Table 4

Description and Product Name	Scope & purpose
WebRiposte	An enhanced version of Riposte providing additional services based upon web-enabled functionality
Asset Manager	A component of Riposte providing mechanisms for managing financial information and accessing transaction data
Framework	A bespoke set of software components facilitating the development of Horizon financial transactions
Mails Product	Escher Mails product (version 3.3) allows the introduction of country specific services and charges and the future implementation of size based pricing for non-standard letters and packets, including track and trace facilities.

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2.2   Confidentiality

2.2.1   Post Office agrees that any information disclosed to it in connection with the Escher Upgrade Software which is designated by Fujitsu Services as "Escher Confidential Information" shall be kept in strictest confidence and not disclosed to any party except as permitted under this paragraph 2 of Schedule C3 and paragraph 2 of Schedule B4.1.

2.2.2   Escher Confidential Information shall not comprise Confidential Information for the purposes of this Agreement and, accordingly, the provisions of Clause 61 shall not apply to Escher Confidential Information.

2.2.3   Post Office shall:

        (a)   take all reasonable precautions to protect the confidentiality of Escher Confidential Information;

        (b)   not duplicate or reproduce Escher Confidential Information except as necessary for the purposes of this Agreement; and

        (c)   upon termination of the Existing Licences, immediately return to Fujitsu Services all documents and other materials which contain or relate to Escher Confidential Information.

2.2.4   The non-disclosure and confidentiality provisions contained in this paragraph 2 of this Schedule C3 will survive the termination of any or all of its other provisions but shall expire 20 years after the expiry or termination of this Agreement. Post Office acknowledges and agrees that Fujitsu Services and any third party are, in addition to other remedies, entitled to seek an injunction to prevent Post Office from disclosing Escher Confidential Information in breach of this paragraph 2 of this Schedule C3 and/or paragraph 2 of Schedule B4.1.

2.2.5   Post Office may with Fujitsu Services' written consent disclose Escher Confidential Information to third parties. If Fujitsu Services agrees to allow Post Office to disclose Escher Confidential Information to a third party, prior to making any such disclosure, Post Office shall first obtain such third party's written agreement to comply with all non-disclosure and confidentiality terms herein.

2.2.6   Post Office shall keep a record of all disclosures by it of Escher Confidential Information to third parties including the names of the persons to whom Escher Confidential Information was disclosed by Post Office and a description of the Escher Confidential Information disclosed.

2.2.7   Post Office may disclose Escher Confidential Information:

        (a)   if and to the extent required by law, regulation or by order of a court of competent jurisdiction provided, however, that Post

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Office shall in each case notify Fujitsu Services in advance of such disclosure;

(b) to its professional advisers for the purposes of audit or receiving professional advice;

(c) to employees and staff of Royal Mail Group plc to the extent that such disclosure is necessary for such employees or staff to perform functions relating to the development, operation, receipt or management of the Existing Services;

(d) where such information was already in the public domain at the time it was disclosed or otherwise received by the other party;

(e) where such information becomes part of the public domain after disclosure by means other than breach of the confidentiality obligations contained in this paragraph 2.2 of this Schedule C3; or

(f) where such information came into a party's possession lawfully from a third party that was, itself, lawfully in possession of that information and entitled to distribute it.

2.2.8 Where Escher Confidential Information is disclosed under paragraphs 2.2.7(b) or 2.2.7(c) of this Schedule C3, Post Office shall procure that the third parties referred to in those paragraphs shall not disclose that Escher Confidential Information without the prior written consent of Fujitsu Services.

2.2.9 The Existing Licences and their contents are deemed Escher Confidential Information and, subject to paragraph 2.2.7 of this Schedule C3, Post Office may not disclose the Existing Licences to a third party without the express written consent of Fujitsu Services, except that Post Office may disclose those elements of the Existing Licences which relate to the use of the Escher Upgrade Software to the operator replacing Fujitsu Services in the event a direct licence is to be granted to that replacement operator under paragraph 2.2.3.4 of Schedule B4.1 provided that such operator has, in advance of such disclosure, entered into substantially equivalent confidentiality provisions with Post Office as are set out in this paragraph 2 of this Schedule C3.

2.2.10 Escher Upgrade Software related documentation, defect reports, and all other non-public information related to the Escher Upgrade Software, are and shall be deemed Escher Confidential Information.

2.3 Breach

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    2.3.1   If either Party believes the other to be in breach of any obligation imposed by paragraph 2 of Schedule B4.1 and/or this paragraph 2 of this Schedule C3, the non-breaching Party shall provide written notice of such breach to the other.

    2.3.2   Upon receipt of such notice, if such breach exists, the recipient shall have twenty (20) days to remedy such breach or provide assurances in a form reasonably acceptable to the non-breaching Party that the breach will be corrected within such longer period as the non-breaching Party may specify.

2.4   Termination

    2.4.1   If a breach by Post Office of any obligation imposed by paragraph 2 of Schedule B4.1 and/or this paragraph 2 of this Schedule C3 has not within the twenty (20) day period provided under paragraph 2.3.2 of this Schedule C3 been remedied or assurances, in a form reasonably acceptable to Fujitsu Services, provided to Fujitsu Services that the breach will be corrected within such longer period as Fujitsu Services may specify, Fujitsu Services may by notice in writing to Post Office terminate the rights granted by paragraph 2.2.1 of Schedule B4.1 and Fujitsu Services shall be relieved of its obligations under paragraph 2.2.3.4 of Schedule B4.1.

    2.4.2   Upon the earlier of (i) termination under paragraph 2.4.1 of this Schedule C3 of the rights granted to Post Office by paragraph 2.2.1 of Schedule B4.1 or (ii) Trigger Point T6 (Counter Application Rollout Complete), Post Office shall cease to use the Escher Upgrade Software and shall, as directed by Fujitsu Services, either return or destroy all copies of such software.

3.   ASSOCIATED DOCUMENTS

3.1   The following CCDs are associated with this Schedule C3:

	Document Reference	Document Title
2	CF/CON/001	SAP Software Right to Use and Maintenance Agreement for Fujitsu Services

3.2   There are no CRDs associated with this Schedule C3.