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SCHEDULE B4.1**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 1.4
3.0	09/07/07	Baseline copy of 2.1
4.0	23/02/09	Baseline copy of 3.1
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all Schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	CCD reference updates and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1427 and updating all Schedules to V11.0 as per CCN1604
12.0	03/07/17	Applying changes as per CCN1610 and moving all schedules to V12.0
13.0		Updating as per CCN1616b and CCN1617a, CCN1647 and moving all Schedules to v13.0

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SCHEDULE B4.1**LICENCES****1. HORIZON THIRD PARTY SOFTWARE**

- 1.1 Table 1 below lists Horizon Third Party Software provided for operational use by End Users in accordance with the applicable provisions of Clause 30 of this Agreement.

Table 1: Horizon Third Party Software

Description and Product Name	Scope & purpose	Class
Office Platform Service		
"Windows NT Workstation"	Operating system	Horizon Third Party Software (Microsoft)
"Riposte"	Riposte desktop, messaging and journal systems.	Horizon Third Party Software (An Post/Escher)
Auditor access to TMS	To provide auditor access to TMS journal records.	Horizon Third Party Software (An Post/Escher) & Fujitsu Services' Software.
WebRiposte	An enhanced version of Riposte providing additional services based upon web-enabled functionality.	Right to use granted to Post Office in accordance with paragraph 2 of this Schedule B4.1.
Asset Manager	A component of Riposte providing mechanisms for managing financial information and accessing transaction data.	Right to use granted to Post Office in accordance with paragraph 2 of this Schedule B4.1.
Framework	A bespoke set of software components facilitating the development of Horizon financial transactions.	Right to use granted to Post Office in accordance with paragraph 2 of this Schedule B4.1.

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Description and Product Name	Scope & purpose	Class
Hypercom PIN Pad Software	The software used to support the operation of PIN Pads.	Horizon Third Party Software (Hypercom).
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.	Right to use granted to Post Office in accordance with paragraph 2 of this Schedule B4.1.
Geller Touch v8.10.12	Retail sales application for use by Post Office on the PostShop Branch Infrastructure.	Horizon Third Party Software.
PC Anywhere v.11	Communication software for use on the PostShop Branch Infrastructure.	Licensed to Post Office by the third party licensor, subject to and solely, notwithstanding anything to the contrary in Clause 30 of this Agreement, on the basis of the licensor's standard terms.
Lexcel Test System Network Enterprise Licence	The software used to emulate Santander, LINK and CAPO within the testing environment.	Horizon Third Party Software for use by Post Office. (Lexcel)

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.

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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
<p>Siemens Metering Ltd</p> <p>Name: "SML Software"</p> <p>Version numbers for the SML Software will initially be agreed between the parties and may be amended from time to time in accordance with the CCD entitled "Software Sub-licence for Smart Card Security Software" (ICL Pathway reference AP/DOC/004).</p>	<p>Smart card security capable of being executed on a personal computer operating Windows 95 or Windows NT.</p> <p>Automated Payment Service for Quantum and SPM smart cards.</p>	SL	<p>There is no right to modify the Software.</p> <p>The specific sub-licensing terms and conditions including any further restrictions are specified in the CCD entitled "Software Sub-licence for Smart Card Security Software" (ICL Pathway reference AP/DOC/004)</p>
<p>QAS Limited</p> <p>Name: "QuickAddress Name Tracer"</p>	<p>Provides name and address capture, recodes postcodes, performs name validation and keyword searching – for integration into Horizon Applications such as the Mails Application and APS.</p>	RTU	<p>The specific terms and conditions including any further rights and restrictions are specified in the CCD entitled "QAS Software Right to Use and Data Sub-Licence" (SU/CON/036)</p>

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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
QAS Limited Name: "QuickAddress Validator"	Provides validation of proof of address documents, address validation and fraud prevention – for integration into Horizon Applications such as Mails and APS.		
QAS Limited Name: "QuickAddress Pro with Welsh PAF"	As "QuickAddress Name Tracer" above but using Welsh postal address data		
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 by Post Office or a third party on behalf of Post Office Service: POL FS 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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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 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	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)
Microsoft Azure Services	Horizon Platform	RTU – as provided in Schedule I5	The terms and conditions of the Customer Agreement

- 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
CACI Limited Name: "Electoral Roll Database"	Purpose: Subject to agreement under the Change Control Procedure, data used to identify names associated with address details Application: PAF Calling Application	The specific terms and conditions including any rights and restrictions are specified in the CCD entitled "QAS Software Right to Use and Data Sub-

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Royal Mail Name: "PAF"	Purpose: Data used to validate postcodes and identify/confirm address details. Application: PAF Calling Application	Licence" (SU/CON/036)
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2. ESCHER UPGRADE SOFTWARE

2.1 General

- 2.1.1 This paragraph 2 specifies the terms on which the Escher Upgrade Software may be used by Post Office and Escher Software Users in connection with the Existing Services. Such rights of use shall cease upon the occurrence of Trigger Point T6 (Counter Application Rollout Complete).

2.2 Terms of Use

- 2.2.1 Fujitsu Services grants to Post Office and to all Escher Software Users from time to time (together with Post Office the "Licensed Persons") a right to use and (for the purposes only of loading, execution, storage, transmission or display) copy the Escher Upgrade Software to the extent necessary for the Licensed Persons to receive the Existing Services in connection with the system known as "Horizon" currently in use by Post Office and as upgraded by the Escher Upgrade Software.
- 2.2.2 Fujitsu Services warrants that it has the right to grant the rights stated to be granted by it under paragraph 2 of this Schedule B4.1 and that it has the right to make such back-up copies of the Escher Upgrade Software as are reasonably necessary for the provision of the Services.
- 2.2.3 The rights granted by paragraph 2.2.1 of this Schedule B4.1 are subject to the following conditions:
- 2.2.3.1 Post Office shall notify Fujitsu Services of all actual or threatened breaches of Escher's trade secret, patent, copyright, and other ownership rights in the Escher Upgrade Software of which it becomes aware and shall use reasonable endeavours to provide Fujitsu Services with assistance as may be reasonably requested by Fujitsu Services in relation to the prevention and/or challenge of such actual or threatened breaches.
- 2.2.3.2 Notwithstanding paragraph 2.2.3.1 of this Schedule B4.1, Post Office may at its absolute discretion notify Escher directly of such actual or threatened breach in addition to notifying Fujitsu Services.

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2.2.3.3 All use of the Escher Upgrade Software by Post Office and/or Escher Software Users shall take place within the United Kingdom or its territories.

2.2.3.4 On termination of this Agreement, provided such termination occurs prior to Trigger Point T6 (Counter Application Rollout Complete), Fujitsu Services shall at Post Office's request procure the direct licence of the Escher Upgrade Software to either Post Office or a replacement for Fujitsu Services appointed by Post Office (as Post Office requests) at no charge and on substantially the same terms as the Existing Licences. The obligations of Fujitsu Services and the rights of Post Office under this paragraph 2.2.3.4 shall survive termination of this Agreement.

2.2.3.5 Post Office's rights granted by Fujitsu Services by paragraph 2.2.1 of this Schedule B4.1 shall terminate upon the grant of a direct licence in accordance with paragraph 2.2.3.4 of this Schedule B4.1.

2.2.3.6 Save to the extent required under English law, the rights granted by paragraph 2.2.1 of this Schedule B4.1 shall not be construed so as to allow Post Office to modify, reverse engineer, disassemble or reverse compile the Escher Upgrade Software or take any other action to disclose Escher's source code. To the extent that Post Office is permitted by law to take such action for interoperability or otherwise, such reverse engineering or related activity shall be limited to the minimum amount required and may not be undertaken unless Fujitsu Services has refused or is unable to make or procure such adaptations after Post Office requests that it do so. Fujitsu Services shall be entitled, subject to the prior approval of Post Office, to charge Post Office its reasonable costs for making and/or procuring such adaptations as Fujitsu Services makes or procures and Post Office shall pay such charges.

2.3 Intellectual property rights

Post Office and Fujitsu Services each agree that Escher's copyright legend shall be displayed on all software and associated documentation and media under their respective control in a manner consistent with the CCD entitled "*HNGX-UI Style Guide*" (DES/APP/STD/0001) (formerly "*Horizon Office Platform Service Style Guide*", reference SD/STD/001).

2.4 Confidentiality

The provisions of paragraph 2.2 of Schedule C3 shall apply.

2.5 Breach

The provisions of paragraph 2.3 of Schedule C3 shall apply.

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2.6 Termination

The provisions of paragraph 2.4 of Schedule C3 shall apply.

3. LISTED DOCUMENTATION

3.1 Purpose

3.1.1 This paragraph 3 lists the Listed Documentation which Fujitsu Services shall license to Post Office under the provisions of Clause 30.1.

3.1.2 Any copying in part or modification of the Listed Documentation which Post Office is allowed to carry out under Clause 30.1 shall be solely to enable the presentation of information to different groups of readers and shall not materially change or misrepresent the meaning of information set out in the Listed Documentation.

Table 3: Listed Documentation

Reference	Document
SD/DES/005	Horizon OPS Reports and Receipts - Post Office Account Horizon Office Platform Service
SD/STD/001 (Replaced)	Horizon Office Platform Service Style Guide (Replaced)
DES/APP/STD/0001	HNGX-UI Style Guide reference
RS/FSP/001 (Replaced)	Security Functional Specification (Replaced)
ARC/SEC/ARC/0003	HNG-X Technical Security Architecture
CR/FSP/004	Service Architecture Design Document
Various	TMS Technical Documentation, including (without limitation): Generalised API for OPS/TMS Technical Design Standard (TD/STD/004) (excluding its Appendices, to the extent that such use, copying (in whole or in part) and/or modification thereof is regulated, restricted or prohibited by any confidentiality restrictions in force from time to time between the parties);

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Reference	Document
BP/TRN/001	Training and User Awareness Baseline Document
BP/DES/003	Counter Hardware Design Specification
Various	Post Office Site Failure Contingency Procedures
Various	Release Contents Description for each Release
PA/STR/003	Pathway Release Policy
Various	AP Client Specifications
SVM/SDM/SIP/001	HNG-X Business Continuity Framework
SVM/SEC/POL/003	RMGA Information Security Policy
PA/PER/033	Horizon Capacity Management and Business Volumes
CS/SPE/011	Network Banking End to End Reconciliation Reporting
NB/PRO/002	On Line Services Reconciliation & Incident Management
CS/PER/046	Counter Transaction Time Performance- Measurement and Results
SVM/SDM/STD/0001	Fujitsu Services/Post Office Ltd Operational Business Change – HNG-X Branch, Interface Agreement
CR/FSP/006	Audit Trail Functional Specification
VI/STR/064	Testing Approach for the Horizon System
CS/PRD/058	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data
NB/ACS/002	NBS Testing Specifications
NB/ACS/001	NBS Testing Plan
Various	All Processes and Procedures Descriptions (PPDs)

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Reference	Document
NB/PDN/010	PIN Pad Product Specification
NB/SPE/003	Network Banking: Counter Dialogue - Activity & Screen Flows
Withdrawn in CCN1616b	
CS/SER/027	PostShop Service Description
CF/CON/001	SAP Software Right to Use and Maintenance Agreement for Fujitsu Services

4. SPECIALLY WRITTEN SOFTWARE

Specially Written Software shall include, without limitation, all software identified as such in the CCD entitled 'Transfer Asset Register' (COM/MGT/REP/0001). The Commercial Relationship may decide to add original software to the list of Specially Written Software in the Transfer Asset Register from time to time and in any case shall consider whether any software should be added to that list at least once each year.

5. SPECIALLY WRITTEN DOCUMENTATION

Specially Written Documentation shall include, without limitation, all Documentation identified as such in the CCD entitled "Transfer Asset Register" (COM/MGT/REP/0001). The Commercial Relationship may decide to add documentation to the list of Specially Written Documentation in the Transfer Asset Register from time to time and in any case shall consider whether any documentation should be added to that list at least once each year.

6. ASSOCIATED DOCUMENTS

6.1 The following CCDs are associated with this Schedule B4.1:

	Document Reference	Document Title
1	AP/DOC/004	Software Sub-licence for Smart Card Security Software
2	CF/CON/001	SAP Software Right to Use and Maintenance Agreement for Fujitsu Services"
3	COM/MGT/REP/0001	Transfer Asset Register

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	Document Reference	Document Title
4	SU/CON/036	QAS Software Right to Use and Data Sub-Licence
5	SD/DES/005	Horizon OPS Reports and Receipts - Post Office Account Horizon Office Platform Service
6	SD/STD/001 (Replaced) DES/APP/STD/0001	Horizon Office Platform Service Style Guide (Replaced) HNGX-UI Style Guide reference
7	RS/FSP/001 (Replaced) ARC/SEC/ARC/0003	Security Functional Specification (Replaced) HNG-X Technical Security Architecture
8	Not Used.	
9	TD/STD/004	Generalised API for OPS/TMS Technical Design Standard
10	Not Used	Not Used
11	BP/DES/003	Counter Hardware Design Specification
12	CS/SIP/002 (Replaced) SVM/SDM/SIP/0001	Business Continuity Framework (Replaced) HNG-X Business Continuity Framework
13	RS/POL/002 (Replaced) SVM/SEC/POL/0003	Horizon Security Policy (Replaced) RMGA Information Security Policy
14	Not Used	
15	Not Used	Not Used
16	PA/PER/033	Horizon Capacity Management and Business Volumes
17	CS/PRO/128	APS Reconciliation and Incident Management
18	CS/SPE/011	Network Banking End to End Reconciliation Reporting
19	NB/PRO/002	On Line Services Reconciliation & Incident Management
20	Not Used	
21	Not Used	

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	Document Reference	Document Title
22	TI/IFS/008	Horizon to Post Office Technical Interface Specification
23	Not Used	
24	SVM/SDM/STD/0001	Fujitsu Services/Post Office Ltd Operational Business Change – HNG-X Branch, Interface Agreement
25	CR/FSP/006	Audit Trail Functional Specification
26	VI/STR/064	Testing Approach for the Horizon System
27	CS/PRD/058	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data
28	NB/PDN/010	PIN Pad Product Specification
29	NB/SPE/003	Network Banking Counter Dialogue - Activity & Screen Flows
30	Withdrawn in CCN1616b	
31	CS/SER/027	PostShop Service Description
32	Not Used	Not Used
33	Not Used	
34	PA/STR/003	Pathway Release Policy

6.2 There are no CRDs associated with this Schedule B4.1.