

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: [REDACTED]

THE BUYER: **The Secretary of State for the Home Department**

BUYER ADDRESS [REDACTED]

THE SUPPLIER: Softcat plc

SUPPLIER ADDRESS: [REDACTED]
[REDACTED]

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: [REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st October 2023.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- **Lot 1: Hardware & Software & Associated Services**

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068

- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for [REDACTED]
 - Call-Off Schedule 6 (ICT Services) (excludes Annexes A to E)

4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. Annexes A to E Call-Off Schedule 6 (ICT Services)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

The Parties agree that Buyer termination for convenience (as per CCS Core Terms (version 3.0.6) clause 10.3.2 Ending the contract without a reason) shall not apply during the Flexible Consumption Period.

CALL-OFF START DATE: 1st October 2023

CALL-OFF EXPIRY DATE: 30th September 2025

CALL-OFF INITIAL PERIOD: 24 months

CALL-OFF OPTIONAL EXTENSION PERIOD up to 60 months

CALL-OFF DELIVERABLES

Refer to Bill of Materials at Appendix 1 and Call-Off Schedule 6 (ICT Services) Annex E.

LOCATION FOR DELIVERY:

The Hardware is to be delivered to:



DATES FOR DELIVERY OF THE DELIVERABLES

The anticipated delivery date is 15 days following receipt of Purchase Order.

The Supplier's ability to meet dates for the delivery of the deliverables is subject to lead times and any constraints encountered in the supply chain which the Supplier has limited control over.

TESTING OF DELIVERABLES

N/A

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be parts only 36 months following the delivery of the goods.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

CALL-OFF CHARGES

Refer to Supplier's Pricing Template at Appendix 2 and the detailed breakdown provided at Call-Off Schedule 6 (ICT Services) Annex E.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

N/A

PAYMENT METHOD

The payment method for this Call-Off Contract is BACS.

BUYER'S INVOICE ADDRESS:

Invoices will be sent via email as the primary method for delivery to the address below:

[REDACTED]

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Invoices can be submitted in hard copy via post to the address below, however this will significantly delay the processing of the payment to the supplier.

[REDACTED]
[REDACTED]

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.

The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

"Environmental Information Regulations or EIRs"	a) means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Customer;
"Environmental Policy"	a) means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

ENVIRONMENTAL STANDARDS

The Supplier warrants that it has obtained ISO 14000/14001 certification for its environmental management and shall comply with and maintain such certification requirements.

The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements.

The Supplier shall (when designing, procuring, implementing and delivering the Services) comply with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.

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The Supplier shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency and any subsequent replacements. The Supplier shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.

The Supplier shall comply with the Authority and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT Strategy contained in the document "Greening Government: ICT Strategy issue (March 2011)" at <https://www.gov.uk/government/publications/greening-government-ict-strategy>.

ENVIRONMENTAL STANDARDS FOR EQUIPMENT

The Supplier shall ensure compliance of all equipment to all relevant industry and HM Government standards and Good Industry Practice as regards to environmental regulations and standards.

The Supplier shall comply with The Batteries and Accumulators and Waste Batteries and Accumulators Directive (2006/66/EC) or any subsequent replacement.

The Supplier shall comply with the Eco-design for Energy-related Products Regulations 2010 (SI 2010 No. 2617) or any subsequent replacement, to improve the environmental performance of products throughout the Call Off Contract Period.

The Supplier shall ensure compliance to The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS) Directive (2011/65/EU) or subsequent replacements.

BUYER'S SECURITY POLICY

The supplier shall delivery services in line with the below security policies:



Home Office
Security Policy for C

<https://www.gov.uk/government/publications/security-policy-framework>

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]
[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF
N/A

KEY SUBCONTRACTOR(S)
N/A

COMMERCIALLY SENSITIVE INFORMATION
Not Applicable

SERVICE CREDITS
N/A

ADDITIONAL INSURANCES
N/A

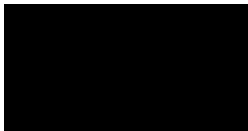
GUARANTEE
N/A

SOCIAL VALUE COMMITMENT
N/A

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	11 September 2023	Date:	11 th September 2023

APPENDIX 1

▪ Bill of Materials



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[REDACTED]

[REDACTED]

[REDACTED]

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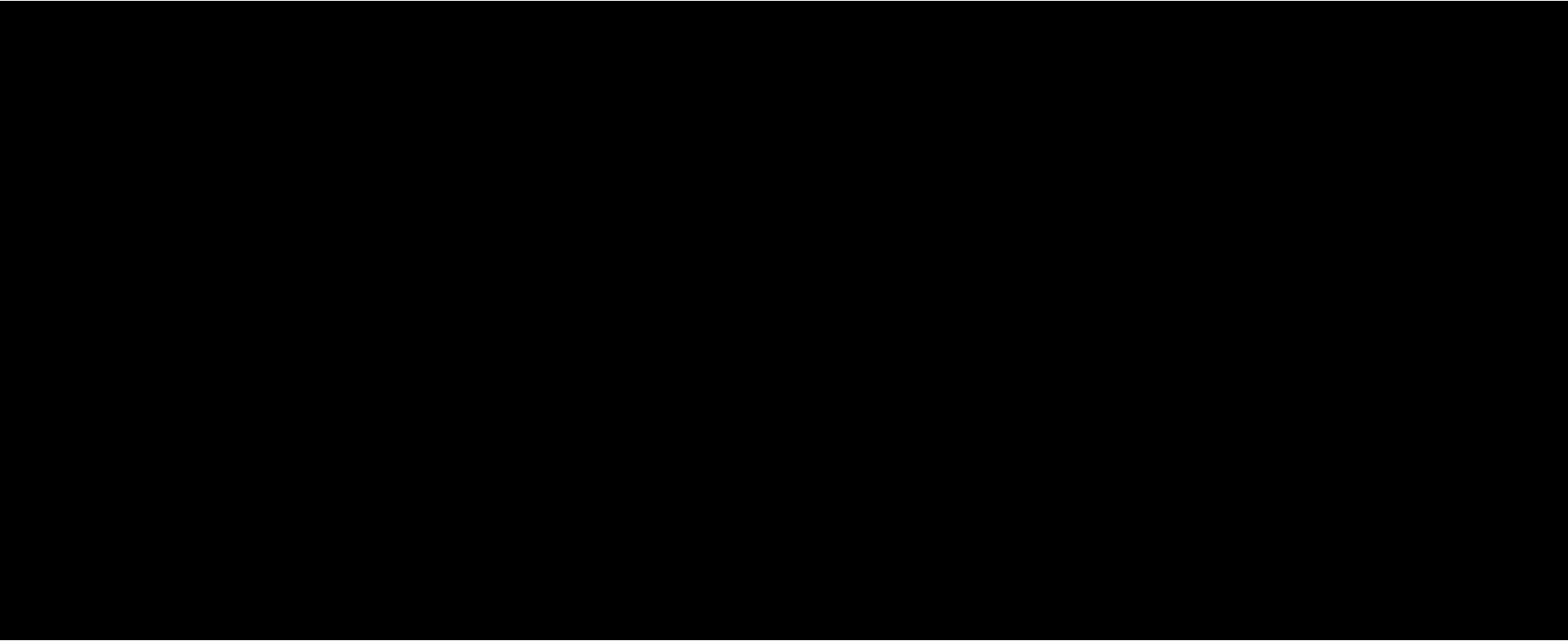
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APPENDIX 2

Supplier’s Pricing Template



Call-Off Schedule 6 (ICT Services)

1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Buyer Property" the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;

"Buyer Software" any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;

"Buyer System" the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables

"Defect" any of the following:

- (a) any error, damage or defect in the manufacturing of a Deliverable; or
- (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
- (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance" ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment" the Buyer System and the Supplier System;

"Licensed Software" all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule" has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software" any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"New Release" an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

"Open Source Software" computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

"Operating Environment" means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- (a) the Deliverables are (or are to be) provided; or
- (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- (c) where any part of the Supplier System is situated

"Permitted Maintenance" has the meaning given to it in paragraph 8.2 of this Schedule;

"Quality Plans" has the meaning given to it in paragraph 6.1 of this Schedule;

"Sites" has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

"Software" Specially Written Software, COTS Software and non-COTS Supplier and third party Software;

"Software Supporting Materials" has the meaning given to it in paragraph 9.1 of this Schedule;

"Source Code" computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

"Specially Written Software" any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System" the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2 When this Schedule should be used

2.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT services which are part of the Deliverables.

3 Buyer due diligence requirements

3.1 This paragraph 3 applies where the Buyer has conducted a Further Competition. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
- 3.1.2 operating processes and procedures and the working methods of the Buyer;
- 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
- 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2 The Supplier confirms that it has advised the Buyer in writing of:

- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Deliverables;
- 3.2.2 the actions needed to remedy each such unsuitable aspect; and
- 3.2.3 a timetable for and the costs of those actions.

4 Software warranty

4.1 The Supplier represents and warrants that:

- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
- 4.1.2 all components of the Specially Written Software shall:
 - 4.1.2.1 be free from material design and programming errors;

4.1.2.2 perform in all material respects in accordance with the relevant specifications and Documentation; and

4.1.2.3 not infringe any IPR.

5 Provision of ICT Services

5.1 The Supplier shall:

5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with any interface requirements of the Buyer specified in this Contract and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3 ensure that the Supplier System will be free of all encumbrances;

5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6 Standards and Quality Requirements

6.1 The Supplier shall, where specified by the Buyer as part of their Further Competition, and in accordance with agreed timescales, develop quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

- 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
- 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7 ICT Audit

- 7.1 The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

8 Maintenance of the ICT Environment

- 8.1 If specified by the Buyer undertaking a Further Competition, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9 Intellectual Property Rights in ICT

9.1 Assignments granted by the Supplier: Specially Written Software

- 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and

9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the **"Software Supporting Materials"**).

9.1.2 The Supplier shall:

9.1.2.1 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

9.1.2.2 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3 without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

9.2 Licences for non-COTS IPR from the Supplier and third parties to the Buyer

9.2.1 Unless the Buyer gives its Approval the Supplier must not use any:

(a) of its own Existing IPR that is not COTS Software;

(b) third party software that is not COTS Software

9.2.2 Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the

purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

9.2.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2 only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5 The Supplier may terminate a licence granted under paragraph 9.2.2 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

9.3 Licenses for COTS Software by the Supplier and third parties to the Buyer

9.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.2 Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

9.3.4.1 will no longer be maintained or supported by the developer; or

9.3.4.2 will no longer be made commercially available

9.4 Buyer's right to assign/novate licences

9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1 a Central Government Body; or

9.4.1.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.4.2 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

9.5 Licence granted by the Buyer

9.5.1 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6 Open Source Publication

9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1 suitable for publication by the Buyer as Open Source; and

9.6.1.2 based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2 The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1 are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2 have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3 do not contain any material which would bring the Buyer into disrepute;

- 9.6.2.4 can be published as Open Source without breaching the rights of any third party;
- 9.6.2.5 will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified by the Buyer to the Supplier; and
- 9.6.2.6 do not contain any Malicious Software.
- 9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
 - 9.6.3.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
 - 9.6.3.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7 Malicious Software

- 9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
 - 9.7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 9.7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10 Supplier-Furnished Terms

10.1 Software Licence Terms

10.1.1.1 Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call-Off Schedule 6.

10.1.1.2 Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call-Off Schedule 6.

10.2 Software Support & Maintenance Terms

10.2.1.1 Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call-Off Schedule 6.

10.3 Software as a Service Terms

10.3.1.1 Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call-Off Schedule 6.

10.4 Device as a Service Terms

10.4.1.1 Additional terms for provision of a Device as a Service solution are detailed in Annex E to this Call-Off Schedule 6;

10.4.1.2 Where Annex E is used the following Clauses of the Core Terms shall not apply to the provision of the Device as a Service solution:

Clause 8.7

Clause 10.2

Clause 10.3.2

11 CUSTOMER PREMISES

11.1 Licence to occupy Customer Premises

11.1.1 Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call- Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract [and in accordance with Call-Off Schedule 10 (Exit Management)].

11.1.2 The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.

11.1.3 Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the

Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

11.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

11.1.5 The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2 Security of Buyer Premises

11.2.1 The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

11.2.2 The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

12 Buyer Property

12.1 Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

12.2 The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

12.3 The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

12.4 The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.

12.5 The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.

12.6 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with

Call- Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.

- 12.7 The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

13 Supplier Equipment

- 13.1 Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 13.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 13.7 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
- 13.7.1 remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
- 13.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

ANNEX A

Non-COTS Third Party Software Licensing Terms

N/A

ANNEX B

COTS Licensing Terms

As set forth in Annex E.

ANNEX C

Software Support & Maintenance Terms

As set forth in Annex E.

ANNEX D

Software as a Service Terms

As set forth in Annex E.

ANNEX E

Device as a Service Terms

MASTER FLEXIBLE CONSUMPTION AGREEMENT – U.K.

This Flexible Consumption Billing and Payment Agreement (this “**Agreement**”) is made effective as of Call-Off Order Form date (the “**Effective Date**”) between the following parties:

Softcat PLC
(“Reseller”)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

UK Home Office
(“Customer”)

And

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Email for Legal Notices:

Email for Legal Notices:

This Agreement governs Customer's access to and use of a configuration of Products on a Flexible Consumption basis at an agreed Customer location as described in one or more separately executed Flex Consumption Schedules (the “**Schedule(s)**”). This Agreement shall govern each Schedule (including any related purchase order) that references this Agreement.

1. Definitions.

1.1. “Billing Period” means the period of time identified on a Schedule for which Reseller will invoice Customer for its Flexible Consumption.

1.2. “Customer Data” means all data stored on the Products by or on behalf of Customer or its end users and information derived from such data, including all file layouts and records associated therewith).

1.3. “Dell” means Dell Corporation Limited, located at 1st and 2nd Floor, One Creechurch Place, London EC3A 5AF, United Kingdom, or its affiliates. Dell is a third party beneficiary to this agreement.

1.4. “Documentation” means the then-current, generally available, written user manuals and online help and guides provided by Dell for Products.

1.5. “Flexible Consumption” means the amount of Customer’s usage of the Products, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

1.6. “Flexible Consumption Fee” means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by Reseller for Customer’s Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

1.7. “Flexible Consumption Period” means the time period identified as such on a Schedule, and any Reseller approved extension(s) thereto.

1.8. “Installation Site” means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Product, or a subsequent location approved by Reseller.

1.9. “Monthly Committed Capacity” means the amount of capacity the Customer commits to paying for each month as specified in a Schedule regardless of its actual consumption of capacity.

1.10. “Products” means collectively: **“Equipment”** (which is EMC-branded or Dell-branded hardware provided to Customer under this Agreement), and/or **“Software”** (any programming code provided to Customer under this Agreement, as a standard product, also including microcode, firmware and operating system software, all as more specifically identified on a Schedule.

1.11. “Return” of a Product means the earlier to occur of (a) Dell taking possession of the Product at the Installation Site, or (b) Dell receiving and accepting a return of the Product.

1.12. “Support Services” mean services for the support and maintenance of Products as described in the Applicable Schedule.

1.13. “Third Party Products” means hardware, software, or services that are not “Dell” branded, “EMC” branded, or “Dell EMC” branded.

1.14 “Warranty Period” means for a specific Product, the period of warranty coverage listed at: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/h4276-emc-prod-warranty-maint-table.pdf>.

2. Schedules, Ordering, Fees and Payment.

2.1. Schedules. The description of the Products, Support Services, and related pricing are as stated in the applicable Schedule.

2.2. Ordering. Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order to Reseller that references such Schedule. Reseller indicates its approval of Customer’s purchase order by (i) counter-signing a Schedule executed by Customer and (ii) having the applicable Products shipped to Customer.

2.3. Payment; Authorisation to Monitor. Customer shall pay Reseller’s invoices in full and in the same currency as the Reseller invoice within thirty (30) days after the date of Reseller’s invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. Customer’s obligation to pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defence, delay or counterclaim for any reason whatsoever. Customer authorises Dell to periodically monitor the Flexible Consumption in order to calculate the applicable Flexible Consumption Fee. Dell may conduct such activity through the use of electronic means and/or on-site inspection by Dell personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer’s usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilisation scripts and to enable electronic communications between the Products and Dell. Customer authorises Dell or Reseller to store at the Installation Site, or load onto Products used for electronic communications, such equipment and programming as may be needed by Dell or Reseller to track usage levels or perform any Support Services for Products and shall not disable or interfere in the operation thereof. Customer also authorises Dell and Reseller sufficient access to the Installation Site to provide any warranty maintenance or Support Services. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give Dell reasonable access thereto. Dell and Reseller shall cooperate with Customer to minimise the impact of any Dell or Reseller on-site inspection to Customer’s operations.

2.4. Taxes. The charges due hereunder and any other items provided by Reseller are exclusive of, and Customer shall pay or reimburse Reseller for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on Reseller’s net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to Reseller. Unless otherwise provided on Customer’s purchase order, invoices shall be sent to the Customer contact point or Customer’s Accounts Receivable department, as specified on the applicable Schedule.

2.5. Interruption of Monitoring Capabilities. For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any

calendar month, Dell is unable to monitor to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than Dell, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of metering, Reseller shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if Dell is unable to monitor for a period of more than thirty (30) days, Reseller shall invoice, and the Customer shall pay a Flexible Consumption Fee for the affected days during the Billing Period(s) that is based on the maximum capacity of the Products. If Dell is unable to meter the Flexible Consumption due to any failure which is caused by Dell (e.g. failure of the modem, software or other equipment used by Dell to meter Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. Reseller shall promptly notify Customer of an inability to electronically and or physically access the Products, as applicable, and work cooperatively with Customer to reestablish access..

3. Delivery, Risk, Title, Use and Return.

3.1. Installation Site Preparation. On or before arrival of the Products, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Products; and (iii) servers and network connectivity required to support Products.

3.2. Product Shipment. Reseller shall deliver the Products by common carrier to the Installation Site. Software may be provided by (i) shipment of physical media; or (ii) electronic download (when so offered).

3.3. Risk of Loss. As between Reseller and Customer, the entire risk of loss, theft, damage or destruction with respect to the Products and any physical media for Software, transfers to Customer upon delivery of such to Customer until the time Products are Returned. If any loss, theft, damage or destruction to the Products occurs during the time Customer bears such risk, Reseller shall be relieved of its Flexible Consumption obligations to the extent such event impacts Reseller's ability to provide such Flexible Consumption until such time as the Products are repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Products are materially damaged, stolen or destroyed, Customer shall promptly notify Reseller.

3.4. Customer Insurance Coverage. Customer must insure the Products (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Products, and (b) loss or damage to the Products from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Products of the same nature as the Products would normally insure such Products. In regard to (a) and (b), Dell will be named as co-insured and loss payee respectively. Upon Reseller's request Customer must show Reseller evidence that the insurance required under this Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify Reseller of any loss claim and Customer must not settle any claims without Dell's prior written agreement.

3.5. Personal Property and Identification. Title to Products provided pursuant to any Schedule remains with Dell at all times and Customer shall have no right or interest in such Products except as provided in this Agreement, and the related Schedule. All Products shall remain personal property of Dell notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of Reseller, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by Dell; and (ii) not remove such without the prior written consent of Reseller. Customer may not change the Installation Site without Reseller's prior written consent. Customer shall give Reseller immediate written notice of any attachment or judicial process affecting the Products or Dell's ownership of which Customer becomes aware.

3.6. Return of Products. Prior to any Return of Products, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Products) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Products will be Returned. Customer is liable for any Return costs and shall reimburse Reseller for the reasonable value of any Products that are not Returned or are Returned in a condition that evidences damage in excess of reasonable wear and tear.

3.7. Ownership of Customer Data. All Customer Data, shall remain the responsibility and property of Customer. The parties acknowledge and agree that Reseller and/or Dell does not handle, process, or direct the use of Customer Data.

3.8. Telemetry Notice. Dell collects data from the Products relating to Product location, utilisation, configuration, diagnostics and performance, solely for the purpose of providing the Services and forecasting capacity requirements ("**Telemetry Data**"). Telemetry Data does not include, and Dell does not otherwise access, view, process, copy, modify or handle, Customer Data stored on the Products. Notwithstanding the foregoing, Dell will treat any Customer personal data inadvertently collected in accordance with the applicable jurisdiction's Dell Privacy Statement, each of which are available at <http://www.dell.com/localprivacy>, and each of which is hereby incorporated by reference. Customer consents to Dell's collection and use of Telemetry Data for the purposes stated herein.

3.9. Data Protection.

A. Security Measures. Dell will provide the Products and Support Services in compliance with reasonable and appropriate security measures stated in the relevant Schedule(s).

B. Data Processing. Where the provision of the Products and/or Support Services by Dell to Customer involves the processing of Personal Data (any information relating to an identified or identifiable natural person which is Processed by Dell in the performance of the Agreement) which is subject to any data protection and privacy laws to which a party to this Agreement is subject and which are applicable to the Products and/or Support Services (including where applicable, the EU General Data Protection Regulation ("**GDPR**"), UK GDPR, the California Consumer Privacy Act and other similar laws) and Dell acts as Processor (an entity which processes the Personal Data on behalf of the Controller) on behalf of Customer

Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

as Controller (an entity which, alone or jointly with others, determines the purposes and means of the processing of the Personal Data), the Dell [APEX Data Processing Addendum](#), including all updates during the Billing Period, (“**ADPA**”) shall apply as between Dell, as Processor, and the Customer, as Controller. Dell will act as an authorized data processor in respect of the data processing activities related to the Flexible Consumption, as specified in this Agreement, the ADPA and the relevant Support Service Terms.

4. Licence Terms; Use Rights.

Customer is granted a non-exclusive, non-transferable licence to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided under this Agreement during the Flexible Consumption Period are governed by the terms of this Agreement and the terms of the applicable end-user licence agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula for the relevant Software product family and effective as of the date of the applicable quote shall apply taking into account the character of this Agreement. A hard copy of the applicable terms will be provided upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licenced for use solely on such Equipment item.

5. Warranty.

5.1. Product Warranty. During the Warranty Period, Reseller will maintain a Product's ability to perform substantially in accordance with the related Documentation. Customer shall promptly provide Reseller with written notice of any material defect of which it becomes aware. Reseller shall remedy such defect within thirty (30) days of receipt of notice (the “Cure Period”). If Reseller fails to cure such defect within the Cure Period, Reseller's entire liability and Customer's exclusive remedy shall be for Reseller to substitute the defective Product with an identical or equivalent Product model.

5.2. Exclusions. Reseller shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Product related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Reseller's or Dell's control; (iii) installation, operation or use not in accordance with the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Dell or its authorised representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. Reseller has no obligation whatsoever for Software installed or used beyond the licenced use, for Equipment which was moved from the Installation Site without Reseller's consent or whose original identification marks have been altered or removed.

5.3. No Further Warranties; Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, RESELLER (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS

WARRANTIES, WRITTEN OR ORAL, UNDER THIS AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. RESELLER AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

5.4. Customer Operating Environment Warranty. Customer shall, at its expense, operate the Products with reasonable care and in accordance with the Documentation, and keep the Products located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on Customer's production systems.

6. Indemnity.

6.1 IP Indemnity. Reseller will: (a) defend Customer against any third party claim that Products or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or trade secret enforceable in the country where Customer acquired the Product from Reseller ("**Claim**"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by Reseller. In addition, should any Product or Support Service become, or in Reseller's opinion be likely to become, the subject of such a Claim, Reseller may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Product or Support Service; (b) modify the affected Product or Support Service to make them non-infringing; (c) replace the affected Product or Support Service with non-infringing substitutes; or (d) notify Customer to return the Product and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Products or Support Services, and nothing in this Agreement or elsewhere will obligate Reseller to provide any greater indemnity.

6.2 Exclusions from Indemnity. Reseller has no obligation under section 6.1 above: (a) if Customer is in material breach of this Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Product or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Product or Support Service was not designed, or use after Reseller notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Product or Support Service made by any person other than Reseller or its authorised representatives; (4) any modification to the Product or Support Service made by Reseller pursuant to instructions, designs, specifications or any other information provided to Reseller by or on behalf of Customer; (5) use of any version of a Product when an upgrade

or newer iteration of the Product or Support Service made available by Reseller would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilises in connection with the Products or Support Services.

6.3 Indemnification Process. Reseller's duty to defend and indemnify under this Section is contingent upon Customer: (a) sending prompt written notice of the Claim to Reseller and taking reasonable steps to mitigate damages; (b) granting to Reseller the sole right to control the defence and resolution of the Claim; and (c) co-operating with Reseller in the defence and resolution of the Claim and in mitigating any damages.

7. Limitation of Liability.

7.1. Limitation on Direct Damages. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE PRODUCT, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

7.2. No Indirect Damages. NEITHER CUSTOMER NOR RESELLER SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

7.3. Limitation Period. All claims must be made within the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

8. Trade Compliance.

Customer's usage of Products or Services and access to related technology (the "**Materials**") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United Kingdom and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria,

Crimea, Donetsk and Lohansk regions of Ukraine) that is the subject or target of, economic sanctions of the United Kingdom or other applicable jurisdictions.

9. Term; Events of Default; Remedies.

9.1. Agreement Term. This Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive. Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

9.2. Events of Default. The occurrence of any of the following in connection with the Agreement, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay any Flexible Consumption Fee within thirty (30) days of its due date; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) the Customer undergoes an Insolvency Event.

9.3. Remedies. If an Event of Default shall occur, Reseller may exercise any one or more of the following remedies: (i) immediately terminate any or all Schedules; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the Bank of England base rate on the Commencement Date of the applicable Schedule; and (iii) with notice, and in accordance with the applicable law Dell may enter upon Customer's premises where any of the Products are located, free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for Dell to recover such Products. Customer will be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred in retaking possession of the Products and/or seeking to recover amounts due. Each remedy herein is cumulative and not alternative, and able be enforced separately or together.

9.4. Reseller Loss Of Right To Remarket. Customer's access to and use of the Products pursuant to this Agreement is purchased through Reseller and its Distributor (as identified on the Schedule), pursuant to the terms of a Schedule. In some circumstances, the agreement between Reseller and its Distributor which is related to a Schedule (the "**Distributor Agreement**") may provide that in the event that Reseller is in default, or material breach, of the Distributor Agreement ("**Reseller Default**"), Distributor may terminate the Distributor Agreement, and Dell may require End User to Return Products as described herein. Upon the occurrence of a Reseller Default, in order to provide Customer with uninterrupted services, and provided that Customer is not in material breach and/or default of the applicable Schedule,

or this Agreement, Dell and Customer may agree to continue the Schedule (i) provided that the Schedule has been assigned from Reseller to Dell; or (ii) provided, if (1) the payment terms of the Schedule are materially different from the payment terms in the Distributor's agreement with Dell, and/or (2) the fees owed by Customer pursuant to the Schedule do not equal or exceed the fees owed to Dell pursuant to the Distributor's agreement with Dell, then Dell and Customer have entered into mutually agreeable terms and fees for Flexible Consumption, and Reseller has terminated Customer's obligations pursuant to this Agreement. Dell's acceptance of either (i) or (ii) is subject to credit approval at Dell's sole discretion. If, in the event of a Reseller Default, Customer and Dell are unable, or unwilling, to mutually agree to either 9.4(i) or 9.4(ii) above, then such Reseller Default shall also constitute a Customer Event of Default under this Agreement.

10. Miscellaneous.

10.1. Notices. Notice under this Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address noted at the top of this Agreement; or (iii) by electronic mail to the email noted at the top of this Agreement, or as updated, in writing. All such notices will be effective upon receipt.

10.2. Entire Agreement. This Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are in addition to, inconsistent with, or conflict with this Agreement and/or Schedule, shall be null and void and of no legal force or effect.

10.3. Assignment and Change in Control. The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by Reseller or its assignee of the right to receive payments and related rights due by Customer, or (ii) upon the occurrence of an Event of Default, assignment of this Agreement to Dell. Customer agrees that, upon any such assignment to Dell, Customer consents to Dell directly receiving payment from, seeking collections directly from, and exercising and enforcing remedies directly against, Customer pursuant to the terms of this Agreement.

10.4. Governing Law. This Agreement is governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction for disputes arising out of or in connection with this Agreement. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

10.5. Waiver. Failure to enforce a provision of this Agreement will not constitute a waiver.

10.6. Financial Statements. Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as Reseller may from time to time reasonably request.

10.7. Severability. If any part of this Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

10.8. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this Agreement, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); and (b) the terms of this Agreement (as amended).

In Witness Whereof, the parties have caused their duly authorised representatives to execute this Agreement as of the Effective Date.

Reseller Name ("Reseller")

**THE SECRETARY OF STATE FOR
THE HOME DEPARTMENT
("Customer")**

By: _____

By:

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Flexible Consumption Schedule No. 1 (Flex on Demand) – U.K.

This Flexible Consumption Schedule (the “**Schedule**”) sets forth the terms under which the customer identified below (“**Customer**”) may access and use certain Dell Products from the Reseller identified below (“**Reseller**”). Customer’s use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below. Customer authorises Reseller to disclose the contents of this Schedule and the Governing Agreement to Distributor and/or Dell.

Effective Date: 1 st October 2023	Governing Agreement: Customer’s existing Master Flexible Consumption Agreement with Reseller dated on or about: 1 st October 2023
Name of Reseller: Softcat PLC [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Name of Customer: UK Home Office [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Name of Dell Technologies entity (“Dell”): Dell Corporation Limited [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Name of Distributor: Westcoast Limited [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Reseller and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Reseller and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer’s facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product’s arrival at the Installation Site (as applicable, the “**Commencement Date**”).

2. Listing of Products; Unit of Measure (“UOM”) for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Units of Measure at <https://www.dell EMC.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf>

- 2.3 Support Services.** The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	

- 2.4 Support Services Terms.** Support Services identified in a Schedule relating to Dell-branded and EMC-branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-for-enterprise-sd-en.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC-branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-plus-for-enterprise-sd-EN.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC-branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-one-for-data-center-sd-en.pdf.

3. Billing/Metrics; Purchase Order; Flexible Consumption Period and Renewals.

- 3.1 Billing Metrics and Flexible Consumption Period.** Customer is authorised to use all or a portion of the Products and receive Support Services thereon only during the Flexible Consumption Period as described in Table 3.3 below. During the Flexible Consumption Period, Dell will measure the usage of the Products on a daily basis and Reseller will issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the “**Monthly Committed Capacity**”) plus any usage in excess thereof (use of the “**Monthly Reserve Capacity**”). The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric: “Consumed Useable Storage” shall mean the amount of Storage written or reserved by the Asset(s) to provide Storage to Servers or used for maintaining replicas of Server Storage. This measure does not include storage used for disk formatting or dedicated spare disks and does not include storage used for Protection/RAID and (where appropriate) dynamic or virtual sparing overhead on the System. This measure is after the application of storage reduction techniques performed by the Asset(s) such as compression and de-duplication. This definition means that storage consumed on the Asset(s) that cannot be reused by other means is billed directly.
- 3.2 Capacities and Asset Metering.** Prior to Billing, Reseller will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. “**Metered Total Capacity**” means the reported capacity of the Products based upon Customer’s storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a

Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

- 3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap.** Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Reseller the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Reseller shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Reseller.

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	
Billing Period	
Monthly Committed Capacity as a Percentage of Metered Total Capacity	
Monthly Unit Rate (Charge per GiB per Month)	
Monthly Flexible Consumption Fee for Monthly Committed Capacity	

- 3.4 Purchase Order Requirements.** Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to Reseller in connection with this Schedule. If Reseller reasonably determines that the amount of

Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Reseller will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Reseller and Customer have agreed on the increase, Reseller shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Reseller shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

STORAGE

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Reseller that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Reseller. However, until Customer notifies Reseller that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Reseller.

4. Delivery, Installation and Identification.

4.1 Delivery. Reseller shall deliver all Products to the “Ship-To” address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Reseller will enable any required licence keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Delivery and Installation Site(s).	
Licensed Software Ship-To Address (one address):	Installation Site(s), if any:
<div>██████████ ████████████████████ ████████████████████ ████████████████████ ██████████</div>	<div>██████████ ████████████████████ ████████████████████ ████████████████████ ██████████</div>

5. Miscellaneous.

Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of the right to receive payment under this Schedule by Reseller, the assignee shall have all Reseller’s rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Monthly Committed Capacity portion of that fee, without regard to any set-off, defence or counter claim that Customer may have against Reseller or any third party. Customer and Reseller agree that a signed Schedule may be

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

amended by written notice from Reseller to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorised representatives to sign and this Schedule becomes effective as of the Effective Date.


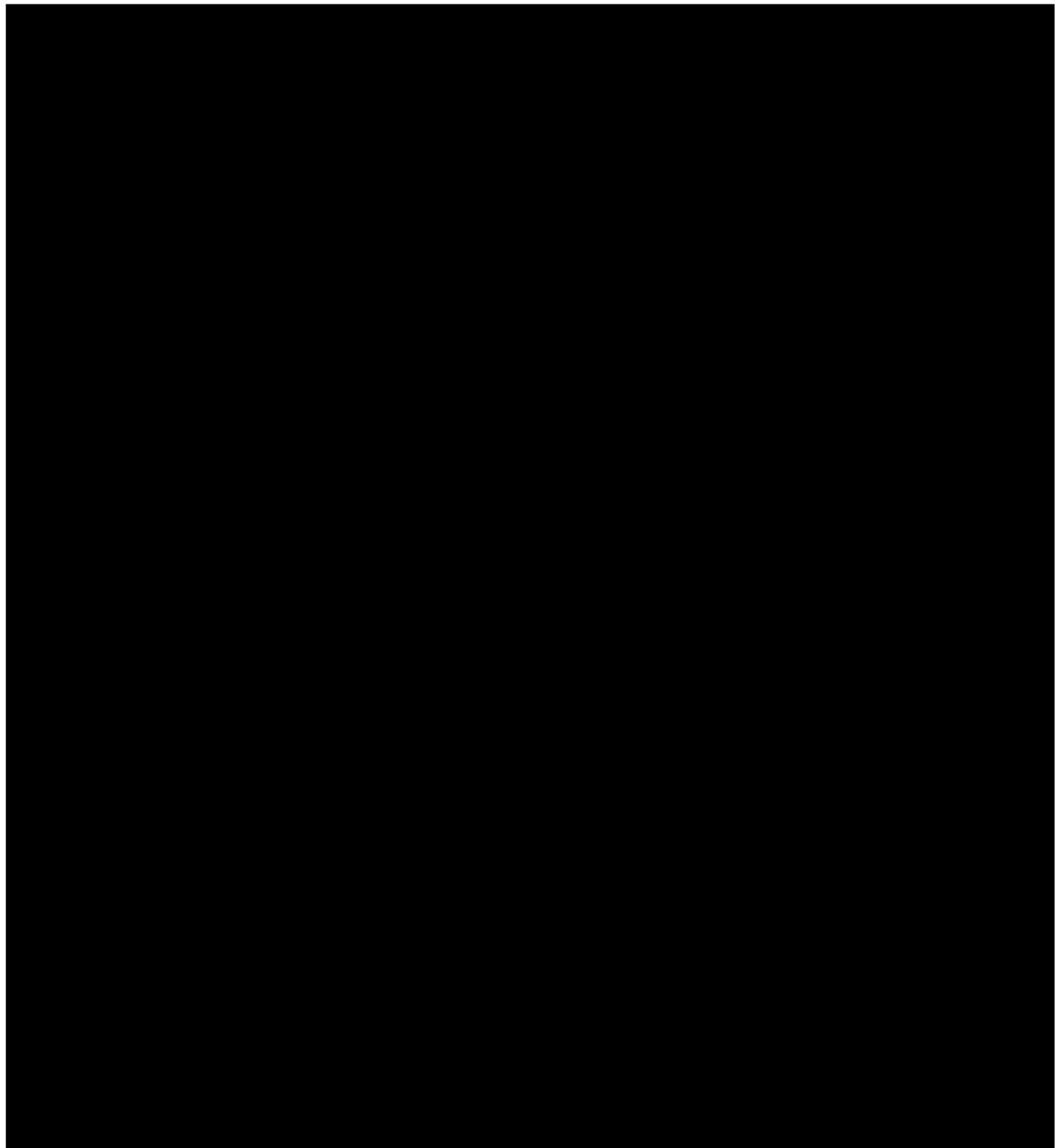
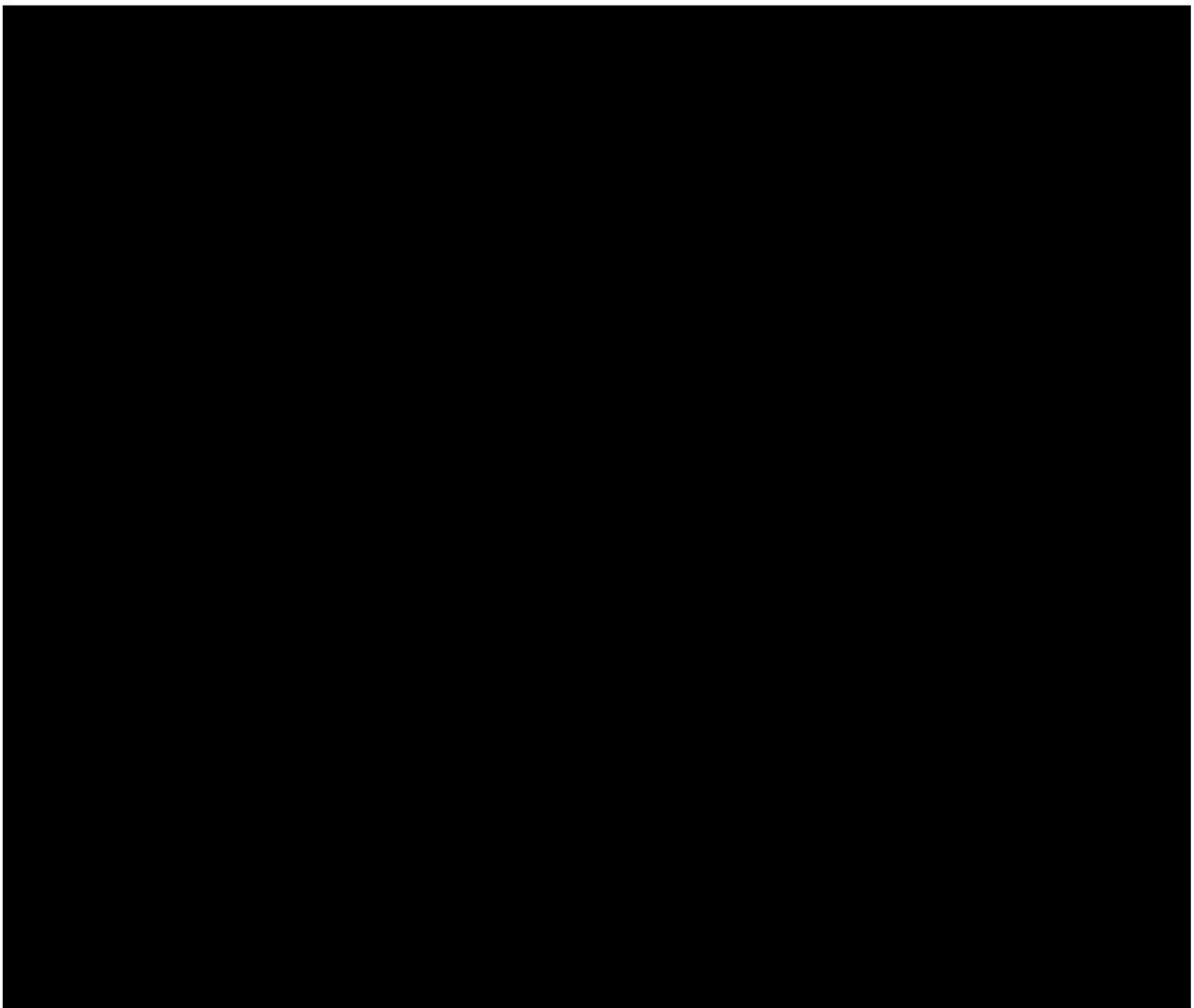
XXXXXXXXXXXX ("Reseller") By (Sign): _____ Name (Print): _____ Title: _____	THE SECRETARY OF STATE FOR THE HOME DEPARTMENT ("Customer")  By (Sign): _____ Name (Print): _____ Title: _____
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EXHIBIT B
Specific Pass Through Terms

Offer-Specific Terms. Reseller understands and agrees that Dell offerings, including third-party branded offerings, identified at www.dell.com/offeringspecificterms that Reseller purchases for resale are subject to additional, specific terms stated at www.dell.com/offeringspecificterms (“**Offer-Specific Terms**”). When selling or providing any such offerings, Reseller shall inform and require the End User to agree to the applicable Offer-Specific Terms and Reseller will provide written evidence of doing so upon receipt of request from Distributor and/or Dell.

In the event of conflict between the terms and conditions required to be “passed-through” to the End User to create terms and conditions directly between End User and Dell as stated under this Exhibit B and the front end of this Agreement, the terms and conditions set out in the front end of this Agreement shall prevail.





Flexible Consumption Schedule No. 2 (Flex on Demand) – U.K.

This Flexible Consumption Schedule (the “**Schedule**”) sets forth the terms under which the customer identified below (“**Customer**”) may access and use certain Dell Products from the Reseller identified below (“**Reseller**”). Customer’s use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below. Customer authorises Reseller to disclose the contents of this Schedule and the Governing Agreement to Distributor and/or Dell.

Effective Date: <u>1st October 2023</u>	Governing Agreement: Customer’s existing Master Flexible Consumption Agreement with Reseller dated on or about: <u>1st October 2023</u>
Name of Reseller: Softcat PLC [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Name of Customer: UK Home Office [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Name of Dell Technologies entity (“Dell”): Dell Corporation Limited [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Name of Distributor: Westcoast Limited [REDACTED] [REDACTED] [REDACTED] [REDACTED]

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Reseller and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Reseller and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer’s facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product’s arrival at the Installation Site (as applicable, the “**Commencement Date**”).

2. Listing of Products; Unit of Measure (“UOM”) for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Units of Measure at <https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf>

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC-branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-for-enterprise-sd-en.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC-branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-plus-for-enterprise-sd-EN.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC-branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-one-for-data-center-sd-en.pdf.

3. Billing/Metrics; Purchase Order; Flexible Consumption Period and Renewals.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorised to use all or a portion of the Products and receive Support Services thereon only during the Flexible Consumption Period as described in Table 3.3 below. During the Flexible Consumption Period, Dell will measure the usage of the Products on a daily basis and Reseller will issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the “**Monthly Committed Capacity**”) plus any usage in excess thereof (use of the “**Monthly Reserve Capacity**”). The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric: “Consumed Useable Storage” shall mean the amount of Storage written or reserved by the Asset(s) to provide Storage to Servers or used for maintaining replicas of Server Storage. This measure does not include storage used for disk formatting or dedicated spare disks and does not include storage used for Protection/RAID and (where appropriate) dynamic or virtual sparing overhead on the

System. This measure is after the application of storage reduction techniques performed by the Asset(s) such as compression and de-duplication. This definition means that storage consumed on the Asset(s) that cannot be reused by other means is billed directly.

- 3.5 Capacities and Asset Metering.** Prior to Billing, Reseller will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **“Metered Total Capacity”** means the reported capacity of the Products based upon Customer’s storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.
- 3.6 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap.** Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Reseller the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer’s actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Reseller shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Reseller.

Flexible Consumption Period begins on	[REDACTED]
Flexible Consumption Period duration is:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Billing Period	[REDACTED]
Monthly Committed Capacity as a Percentage of Metered Total Capacity	[REDACTED]
Monthly Unit Rate (Charge per GiB per Month)	[REDACTED]
Monthly Flexible Consumption Fee for Monthly Committed Capacity	[REDACTED]

_____ total

- 3.7 Purchase Order Requirements.** Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to Reseller in connection with this Schedule. If Reseller reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Reseller will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	

- 3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period.** During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Reseller and Customer have agreed on the increase, Reseller shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Reseller shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

STORAGE

3.7 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Reseller that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Reseller. However, until Customer notifies Reseller that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Reseller.

4. Delivery, Installation and Identification.

4.1 Delivery. Reseller shall deliver all Products to the “Ship-To” address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Reseller will enable any required licence keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Delivery and Installation Site(s).

Licenced Software Ship-To Address (one address):	Installation Site(s), if any:
<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 80px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 180px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px;"></div>	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 80px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 180px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px;"></div>

5. Miscellaneous.

Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of the right to receive payment under this Schedule by Reseller, the assignee shall have all Reseller's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Monthly Committed Capacity portion of that fee, without regard to any set-off, defence or counter claim that Customer may have against Reseller or any third party. Customer and Reseller agree that a signed Schedule may be amended by written notice from Reseller to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorised representatives to sign and this Schedule becomes effective as of the Effective Date.

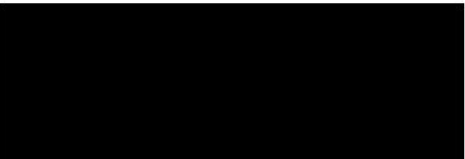
XXXXXXXXXX ("Reseller") By (Sign): _____ Name (Print): _____ Title: _____	The Secretary of State for the Home Department ("Customer")  By (Sign) _____ Name (Print): _____ Title: _____
---	--

EXHIBIT B

Specific Pass Through Terms

Offer-Specific Terms. Reseller understands and agrees that Dell offerings, including third-party branded offerings, identified at www.dell.com/offeringspecificterms that Reseller purchases for resale are subject to additional, specific terms stated at www.dell.com/offeringspecificterms ("**Offer-Specific Terms**"). When selling or providing any such offerings, Reseller shall inform and require the End User to agree to the applicable Offer-Specific Terms and Reseller will provide written evidence of doing so upon receipt of request from Distributor and/or Dell.

In the event of conflict between the terms and conditions required to be "passed-through" to the End User to create terms and conditions directly between End User and Dell as stated under this Exhibit B and the front end of this Agreement, the terms and conditions set out in the front end of this Agreement shall prevail.

Attachment 1

