

Call Off Schedule 5 (Pricing Details)

Call Off Ref: [Redacted]

Call Off Schedule 5 (Pricing Details)

1. Definitions

- 1.1 For the purpose of this Call-Off Schedule 5 (Pricing Details) the following words shall have the following meanings:

Initial Batch means any batch of cases provided by the Buyer to the Supplier for performance of an Initial Bulk Match.

Initial Bulk Match means the Supplier's performance of an initial bulk match on any Initial Batch and the provision of an output from the Supplier to the Buyer in respect of the same;

Initial Batch Fee has the meaning as defined in paragraph 4.2;

Ongoing Cases means the total cases for which the Buyer requests that the Supplier provides (or continues to provide) a monitoring and Alerts service;

Ongoing Monitoring has the meaning as defined in paragraph 4.1.

Ongoing Monitoring Fee has the meaning as defined in paragraph 4.5.

Provisional Initial Batch Fee has the meaning as defined in paragraph 4.3.

Provisional Ongoing Monitoring Fee has the meaning as defined in paragraph 4.6.

2. Pricing

- 2.1 The key pricing element of this Contract is a monthly service fee based on fixed rates applied in accordance with the volume bands specified in Tables 1 and 2 at Annex 1 below. Where the total number of cases for a set period falls within a volume threshold listed in Table 1 or Table 2 of Annex 1 (as applicable) the relevant rate will apply to all of the cases for that period.
- 2.2 The Charges, include all associated costs for running the Services and set up, and exclude VAT.
- 2.3 Charges shall also include all costs and expenses relating to the provision of Deliverables and no further amounts shall be payable in respect of:
- (a) incidental expenses, e.g., travel, subsistence and lodging, document or report production, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; and/or
 - (b) costs incurred prior to the commencement of the Contract.
- 2.4 Charges are fixed for the full Contract Period and not subject to inflation uplift.

3. Volumes

- 3.1 [Redacted].
- 3.2 It is not possible for the Buyer to provide an accurate estimate of [Redacted].
- 3.3 Volumes cannot be guaranteed.

4. Invoicing Requirements

- 4.1 Invoices for the provision of an Initial Bulk Match in respect of any Initial Batch shall be issued in arrears on satisfactory completion of each Initial Bulk Match. Additional monthly invoices shall be issued in arrears on satisfactory completion of the [Redacted] monitoring and Alerts service in respect of Ongoing Cases (**"Ongoing Monitoring"**).

Initial Batch Fee

- 4.2 The invoices for the provision of an Initial Bulk Match shall be charged based on the satisfactory completion of all Initial Bulk Matches in respect of the aggregate volume of cases in all Initial Batches provided during the Contract Period in accordance with Table 1 of Annex 1 (the **"Initial Batch Fee"**).

Invoicing Process for Initial Batch Fee

- 4.3 Where more than one Initial Batch is provided to the Supplier for the provision of an Initial Bulk Match during the Contract Period, the Initial Batch Fee shall be invoiced on a provisional basis in accordance with Table 1 of Annex 1 at the rate applicable to the volume of cases in each Initial Batch (and the total of all such invoices shall be the **"Provisional Initial Batch Fee"**). If at the End Date the Provisional Initial Batch Fee is more or less than the actual Initial Batch Fee, paragraph 4.4 shall apply.
- 4.4 By no later than the 10th Working Day from the start of the Month immediately following the End Date, the Supplier shall issue a final invoice to apply a correction process between the Provisional Initial Batch Fee and the Initial Batch Fee, which shall detail the following:
 - (a) if the Initial Batch Fee is less than the Provisional Initial Batch Fee, that the Supplier is to pay the Buyer an amount equal to the shortfall; or
 - (b) if the Initial Batch Fee is greater than the Provisional Initial Batch Fee, that the Buyer shall pay the Supplier an amount equal to such excess.

Ongoing Monitoring Fee

- 4.5 After the provision of each Initial Bulk Match the Supplier shall charge a monthly service fee for the monitoring of Ongoing Cases (the **"Ongoing Monitoring Fee"**), which shall be charged based on the satisfactory completion of the monitoring and Alerts service in respect of the total

volume of the Ongoing Cases monitored during the Contract Period, in accordance with Table 2 of Annex 1.

Invoicing Process for Ongoing Monitoring Fee

- 4.6 The Ongoing Monitoring Fee shall be invoiced monthly on a provisional basis at the rate of [Redacted] (and the total of all such invoices shall be the “**Provisional Ongoing Monitoring Fee**”).
- 4.7 Subject to paragraph 4.6, and by no later than the 10th Working Day from the start of the Month immediately following the End Date, the Supplier shall issue a final invoice to apply a correction process between the Provisional Ongoing Monitoring Fee and the Ongoing Monitoring Fee which shall detail the following:
- (a) if the Ongoing Monitoring Fee is less than the Provisional Ongoing Monitoring Fee, that the Supplier is to pay the Buyer an amount equal to the shortfall; or
 - (b) if the Ongoing Monitoring Fee is greater than the Provisional Ongoing Monitoring Fee, that the Buyer shall pay the Supplier an amount equal to such excess.
- 4.8 On calculating the actual Ongoing Monitoring Fee at the End Date, the Supplier shall apply a [Redacted] to the Ongoing Monitoring Fee in respect of for any Ongoing Cases monitored by the Supplier for a minimum of 6 months.
- 4.9 Any payments to be made by the Supplier in accordance with paragraph 4.4 and/or paragraph 4.7 shall be made within 30 Days of the issue of an invoice in accordance with that paragraph. Save where the Buyer has terminated the Contract early in accordance with clauses 10.4.1 or 10.4.3 of the Core Terms, the Buyer shall make any payments due to the Supplier under paragraph 4.4 and/or paragraph 4.7 in accordance with clause 4.4 of the Core Terms.
- 4.10 Paragraphs 4.4, 4.7, 4.8 and 4.9 shall survive the expiry or early termination of the Contract.

Worked Example:

[Redacted]

Annex 1: Rate Card

[Redacted]