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**Technology Products 2 Agreement RM3733
Framework Schedule 4 - Annex 1**

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers post running a Further Competition Procedure under the Technology Products 2 Framework Agreement ref. RM3733.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website at <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3733>



Section A General information

This Order Form is issued in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

Customer details

Customer organisation name

The Ministry of Defence

Billing address

REDACTED

Customer representative name

REDACTED

Customer representative contact details

REDACTED

Supplier details

Supplier name

Software Box Ltd

Supplier address

REDACTED

Supplier representative name

REDACTED

Supplier representative contact details

REDACTED

Order reference number

CCIH20A09



Section B

Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable

- | | |
|---|-------------------------------------|
| 1. HARDWARE | <input type="checkbox"/> |
| 2. SOFTWARE | <input type="checkbox"/> |
| 3. COMBINED SOFTWARE AND HARDWARE REQUIREMENTS | <input checked="" type="checkbox"/> |
| 4. INFORMATION ASSURED PRODUCTS | <input type="checkbox"/> |
| 5. VOLUME HARDWARE REQUIREMENTS (DIRECT FROM OEM) | <input type="checkbox"/> |

Customer project reference

CCIH20A09

Call Off Commencement Date

01/03/2020

Call Off Contract Period (Term)

Call Off Initial Period

Services to be Completed by 20th March 2020

Call Off Extension Period (Optional)

N/A

Specific Standards or compliance requirements

The specification for this requirement is outlined within the Statement of Requirements in Section C. The Customer's populated Schedule 5 in line with GDPR can be found under Annex A - Call-Off Schedule 5 Schedule of Processing, Personal Data and Data Subjects. By signing this Contract the Supplier has accepted the Customer's completed Annex A.



Section C

Customer Core Goods and/or Services Requirements

Please provide details of all Goods and/or Services required (including any items which are considered business critical) including the locations where the supplier will be required to deliver the service/s Ordered.

Goods and/or Services

Software Box are to provide the following parts listed in the table below:

REDACTED

As part of the **Gold Support and Maintenance** required for the Riverbed products, the following are essential:

Access to 24 x 7 website, phone and email support and;

Software Support including maintenance releases and major upgrades throughout the twelve (12) month Contract term.

Software Box Ltd is advised that alternative products and alternative support and maintenance levels shall not be accepted by the Customer for this Contract.

KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Successful delivery of all the hardware and software outlined in Section 6 "The Requirement";	20 th March 2020
2	Successful implementation of Support and Maintenance	20 th March 2020

SERVICE LEVELS AND PERFORMANCE

The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Timescales	Successful delivery of all Goods identified within Section 6 "The Requirement" on or no later than 20 th March 2020;	100%



2	Delivery Timescales	The Customer to receive confirmation that all applicable Support and Maintenance has been implemented for the Goods applicable on or no later than 20 th March 2020;	100%
3	Delivery Notification	The Customer will be provided with two (2) working days' notice of impending delivery.	100%

Where Software Box Ltd fails at any of the above KPIs, the Customer will, in the first instance, seek a mutually agreeable resolution with the Software Box Ltd. However, if this is not possible, the Customer reserves the right to cancel the agreement and seek alternative services from the next ranked Potential Provider identified during the procurement event.

In addition to the DEFCON's enclosed within Attachment 5 Terms & Conditions, the following will apply:

- DEFCON 532B (05/18) - Protection of Personal Data
- DFFCON 534 (06/17) - Subcontracting and Prompt Payment
- DEFCON 538 (06/02) - Severability

Warranty Period, if applicable
N/A

Location/Site(s) for Delivery
REDACTED

Dates for Delivery of the Goods and/or the Services
01/03/2020

Software

Supplier Software

Not Applicable.

Third Party Software

As per section C.

Maintenance Agreement

As part of the **Gold Support and Maintenance** required for the Riverbed products, the following are essential:



Access to 24 x 7 website, phone and email support and;

Software Support including maintenance releases and major upgrades throughout the twelve (12) month Contract term.

Additional Clauses (see Annex 3 of Framework Schedule 4)

Alternative Clauses	Additional Clauses	Optional Clauses
Scots Law Or <input type="checkbox"/>	A: Termed Delivery – Goods <input type="checkbox"/>	C: Due Diligence <input type="checkbox"/>
Northern Ireland Law <input type="checkbox"/>	B: Complex Delivery – Solutions (includes Termed Delivery – Goods) <input type="checkbox"/>	D: Call Off Guarantee <input type="checkbox"/>
Non-Crown Bodies <input type="checkbox"/>	NB Both of the above options require an Implementation Plan which should be appended to this Order Form	E: NHS Coding Requirements <input type="checkbox"/>
Non-FOIA Public Bodies <input type="checkbox"/>		F: Continuous Improvement & Benchmarking <input type="checkbox"/>
		G: Customer Premises <input type="checkbox"/>
		H: Customer Property <input type="checkbox"/>
		I: MOD Additional Clauses <input checked="" type="checkbox"/>

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Background IPR and Customer Data)

N/A.

Call Off Contract Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

£680,135.80 (Ex. VAT)

Is a Financed Purchase Agreement being used? ☐

Estimated Year 1 Call Off Contract Charges (£) £680,135.80 (Ex. VAT)



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Section D

Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

REDACTED



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Section E

Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	REDACTED

For and on behalf of the Customer

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	REDACTED