FRAMEWORK SCHEDULE 4

TECHNOLOGY PRODUCTS ORDER FORM AND TECHNOLOGY PRODUCTS CALL-

OFF TERMS

**1. Technology Products Order Form**

SECTION A

This Order Form is issued in accordance with the provisions of the Technology Products Framework Agreement RM 1054. The Supplier agrees to supply the Goods specified below on and subject to the Order Form and the Call-Off Terms (together referred to as the Call-Off Contract.

**DATE:** 26/03/2015

**ORDER NUMBER:** TPR295

**FROM:** The Pensions Regulator

 Napier House

 Trafalgar Place

 BN1 4DW

**TO:** Software Box

 East Moor House

 Green Park Business Centre

 Goose Lane, York

 YO61 1ET

**SECTION B**

TERM

**Call Off Commencement Date:** XXXXXXXX

**Call-Off Expiry Date:** XXXXXXXX

**Extension Period:** Not required for this purchase

**2. CUSTOMER CORE GOODS REQUIREMENTS**

**2.1 Goods required (highlighting any items which are considered business critical)**

* X4 - BASIC SUPPORT/SUBSCRIPTION VMWARE VCLOUD SUITE 5 STANDARD FOR 1 YEAR TECHNICAL SUPPORT 12 HOURS/DAY,

PER PUBLISHED BUSINESS HOURS, MON. THRU FRI = XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VCLOUD DIRECTOR CONVERSION (20 VMS PER PROCESSOR) = XXXXXXXX
* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VCLOUD DIRECTOR CONVERSION (20 VMS PER PROCESSOR) = XXXXXXXX
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* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VCLOUD DIRECTOR CONVERSION (20 VMS PER PROCESSOR) = XXXXXXXX
* X2 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUSINESS HOURS, MON. THRU FRI. = XXXXXXXX
* X2 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUSINESS HOURS, MON. THRU FRI. = XXXXXXXX
* X2 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUSINESS HOURS, MON. THRU FRI. = XXXXXXXX
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* X4 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUSINESS HOURS, MON. THRU FRI.

= XXXXXXXX

* X2 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUSINESS HOURS, MON. THRU FRI.

= XXXXXXXX

* X2 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUSINESS HOURS, MON. THRU FRI.

= XXXXXXXX

* X2 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUSINESS HOURS, MON. THRU FRI.

= XXXXXXXX

* X4 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUSINESS HOURS, MON. THRU FRI.

= XXXXXXXX

* X2 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUSINESS HOURS, MON. THRU FRI.

= XXXXXXXX

* X4 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUSINESS HOURS, MON. THRU FRI.

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VIEW 4 PREMIER BUNDLE: 100 PACK FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAY, PER PUBLISHED BUSI NESS HOURS, MON. THRU FRI

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VIEW 4 PREMIER BUNDLE: 100 PACK FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAY, PER PUBLISHED BUSI NESS HOURS, MON. THRU FRI

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VIEW 4 PREMIER BUNDLE: 100 PACK FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAY, PER PUBLISHED BUSI NESS HOURS, MON. THRU FRI

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VIEW 4 PREMIER BUNDLE: 100 PACK FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAY, PER PUBLISHED BUSI NESS HOURS, MON. THRU FRI

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE VIEW 4 PREMIER BUNDLE: 100 PACK FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAY, PER PUBLISHED BUSI NESS HOURS, MON. THRU FRI

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VCENTER SERVER 5 STANDARD FOR VSPHERE 5 FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISHED BUS INESS HOURS, MON. THRU FRI.

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE HORIZON VIEW STANDARD EDITION: 10 PACK FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISH ED BUSINESS HOURS, MON. THRU FRI

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE HORIZON VIEW STANDARD EDITION: 10 PACK FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISH ED BUSINESS HOURS, MON. THRU FRI

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE HORIZON VIEW STANDARD EDITION: 10 PACK FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISH ED BUSINESS HOURS, MON. THRU FRI

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE HORIZON VIEW STANDARD EDITION: 10 PACK FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISH ED BUSINESS HOURS, MON. THRU FRI

= XXXXXXXX

* X1 - BASIC SUPPORT/SUBSCRIPTION FOR VMWARE HORIZON VIEW STANDARD EDITION: 10 PACK FOR 1 YEAR TECHNICAL SUPPORT, 12 HOURS/DAYPER PUBLISH ED BUSINESS HOURS, MON. THRU FRI

= XXXXXXXX

* X2 - PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VCLOUD SUITE 5 STANDARD FOR 1 YEAR TECHNICAL SUPPORT, 24 HOUR SEV 1 SUPPORT7 DAYS A WEEK. = XXXXXXXX
* X2 - PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VCLOUD SUITE 5 STANDARD FOR 1 YEAR TECHNICAL SUPPORT, 24 HOUR SEV 1 SUPPORT7 DAYS A WEEK. = XXXXXXXX
* X2 - PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VCLOUD SUITE 5 STANDARD FOR 1 YEAR TECHNICAL SUPPORT, 24 HOUR SEV 1 SUPPORT7 DAYS A WEEK. = XXXXXXXX
* X1 - PRODUCTION SUPPORT/SUBSCRIPTION VMWARE

VCENTER SERVER HEARTBEAT FOR 1 VCENTER SERVER FOR 1 YEAR TECHNICAL SUPPORT 24 HOUR SEV 1 SUP PORT -- 7 DAYS A WEEK.

= XXXXXXXX

* X1 - BASIC SUPPORT COVERAGE VMWARE VIEW 3 ENTERPRISE = XXXXXXXX
* X2 - PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VCLOUD SUITE 6 STANDARD FOR 1 YEAR TECHNICAL SUPPORT, 24 HOUR SEV 1 SUPPORT 7 DAYS A WEEK. = XXXXXXXX
* X2 - PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VCLOUD SUITE 6 STANDARD FOR 1 YEAR TECHNICAL SUPPORT, 24 HOUR SEV 1 SUPPORT 7 DAYS A WEEK. = XXXXXXXX

**TOTAL COST (EX VAT) - £**XXXXXXXX

**TOTAL COST (INC VAT) - £**XXXXXXXX

**2.2 Packing/Packaging -** non applicable

**2.3 Warranty Period –** N/a

**2.4 Location/Sites of Delivery -** The Pensions Regulator, Napier House, Trafalgar Place, BN1 4DW

**2.5 Dates for Delivery of Goods and/or the Services -** Support/maintenance to run fromXXXXXXXX

**2.6 Implementation Plan** - non applicable

**2.7 Standards and Quality –** All items should be of a new and useable quality. No re-furbished items are to be supplied in relation to this purchase.

**2.8 Security Requirements (including details of security Policy and outline Security**

 **Management Plan) -** non applicable

**2.9 Third Party Software -** non applicable

**2.10 Customer Complaints Handling Escalation Path -** [Customer’s first point of contact for dispu](#contacts61)te resolution purposes is: XXXXXXXX

**3. SUPPLIER’S INFORMATION**

**3.1 Commercially Sensitive Information -** The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the Freedom of Information Act (FOIA). Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for the Customer to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the contract, to the general public.

1. The Customer may consult with the Supplier to inform its decision regarding any exemptions but the Customer shall have the final decision in its absolute discretion.
2. The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Agreement.

**3.2 Termination on Customer cause for Failure to Pay -** non applicable

3.3 Supplier Complaints Handling Escalation Path - Contractor’s first point of contact for dispute resolution is XXXXXXXX

**4. CUSTOMER RESPONSIBILITIES**

**4.1 Customer Responsibilities -** non applicable

**5. CALL OFF CONTRACT CHARGES AND PAYMENT**

**5.1 Call-Off Contract Charges payable by the Customer (including any applicable**

 **Milestone Payments and/or discount(s), but the excluding VAT) and payment**

 **Terms/profile including method of payment (e.g. Government Procurement Card**

 **(GPC) or BACS) -** One-Off Payment at the Total Cost Inc Vat - £ XXXXXXXX

**SECTION C**

**6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS**

**6.1 Call-Off Guarantor -** non applicable

**6.2 Limitations on Liability -** non applicable

**6.3 Insurance -** £10Million Employers Liability, £5 Million Public Liability, £1 Million Professional Indemnity

**6.4 Termination without cause -** non applicable

**7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES**

**7.1 Supplemental requirements to the Call-Off Terms –** not required

* 1. **Amendments to/refinements of the Call-Off Terms -** not required

**7.3 Alternative and/or Additional Clauses (select Annex 1 to the Call-Off Terms) -** not required

**8. FORMATION OF CALL-OFF CONTRACT**

**8.1** BY SIGNING RETURNING THIS ORDER FORM (which may be done by electronic

 Means) the Supplier agrees to enter a Call-Off Contract with the Customer to provide the

 Goods.

**8.2** The Parties hereby acknowledge and agree that they have read the Order Form and the

 Call-Off Terms and by signing below agree to be bound by this Cal-Off Contract.

8.3 In accordance with paragraph 7 of Framework Schedule 5 (Call-Off Procedure), the

 Parties hereby acknowledge and agree that this Cal-Off Contract shall be formed when

 The customer acknowledges (which may be done by electronic means) the receipt of the

 Signed copy of the Order Form from the Supplier within two (2) working Days from

 receipt (the **‘’Call-Off Execution Date’’**).

|  |
| --- |
| For and on behalf of the Supplier: Software BOX |
| Name and Title | XXXXXXXX |
| Signature | XXXXXXXX |
| Date | XXXXXXXX |
| For and on behalf of the Customer: The pensions regulator  |
| Name and Title | XXXXXXXX |
| Signature | XXXXXXXX |
| Date | XXXXXXXX |