



Crown
Commercial
Service

**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 Ministry Of Defence
Billing address Redacted text
Customer representative name Redacted text
Customer representative contact details Redacted text
Supplier details
Supplier name Software Box Limited
Supplier address Redacted text
Supplier representative name Redacted text
Supplier representative contact details Redacted text
Order reference number CCSO19A77



Section B Overview of the requirement

Framework Lot under which this Order is being placed

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

Customer project reference

CCSO19A77

Call Off Commencement Date

The Call Off Commencement Date is the date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form

01/11/2019

Call Off Contract Period (Term)

The Supplier is required to adhere to all of the below delivery dates for renewal

Becrypt Disk Protect Enhanced Support	Twelve (12) Months 1 st December 2019 – 30 th November 2020
Deepsecure Mailguards co-termed instances 24 Support and Subscription	Twelve (12) Months 15 th December 2019 – 14 th December 2020
Digilink Revelation Offline Client Support and Subscription	Twelve (12) Months 1 st November 2019 – 31 st October 2020
Sophos Endpoint Protection Support and Subscription	Twelve (12) Months 12 th November 2019 – 11 th November 2020

Call Off Period

14 months

Call Off Extension Period (Optional)

There will be no option to extend the contract

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

- 1.1 The scope of this requirement extends to the following provisions:
 - 1.1.1 The provision of the required Software Licences and support outlined in Section D.
- 1.2 This contract does not extend to any;
 - 1.2.1 Maintenance and installation of hardware.
- 1.3 The contract will be for a fourteen (14) month period commencing on the 1st November 2019 and the overall contract will expire on the 14th December 2020. There are no extension options available. The current software expiry dates are as follows:
 - 1.3.1 Bcrypt Disk Protect Enhanced: 1st December 2019
 - 1.3.2 Deepsecure SAFEEmail Mailguards 15th December 2019
 - 1.3.3 Digilink Revelation Offline Client: 1st November 2019
 - 1.3.4 Sophos Endpoint Protection: 12th November 2019
- 1.4 As part of the software subscriptions, the Ministry of Defence requires the following support provisions for all products identified within Section 1.3;
 - 1.4.1 Unlimited number of support requests to be accessed via telephone, twenty-four (24) hours, seven (7) days a week for the duration of the Contract;
 - 1.4.2 Remote Support available twenty-four (24) hours, seven (7) days a week for the duration of the Contract;
 - 1.4.3 Online access to documentation and technical resources and knowledge base and;
 - 1.4.4 Product updates and upgrades are required to be provided and completed by the Vendor throughout the Contract Term.
- 1.5 If any support provision identified within sections 1.4.1 to 1.4.4 is supplied via 3rd parties, appropriate security clearance must be declared.
- 1.6 No alternative products will be accepted.



2. SERVICE LEVELS AND PERFORMANCE

2.1 The Ministry of Defence will measure the quality of Software Box Limited's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Timescales	All support and subscriptions to be renewed in line with the timescales identified within the Key Milestones.	100%
2	Service Delivery	All product updates and upgrades to be received during the contract term.	100%
3	Service Delivery	All support calls resolved within one (1) hour of raising.	100%
4	Service Delivery	Unlimited number of support requests to be accessed via telephone, twenty-four (24) hours, seven (7) days a week for the duration of the Contract.	100%
5	Service Delivery	Remote Support available twenty-four (24) hours, seven (7) days a week for the duration of the Contract.	100%
6	Service Delivery	Online access to documentation and technical resources and knowledge base.	100%

Warranty Period, if applicable

Standard Manufacturer Warranty and Licences

Location/Site for Delivery

Redacted text.

Dates for Delivery of the Goods and/or the Services

KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
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1	Call off agreement signed	Within one (1) working day of the contract award, no later than 31 st October 2019
2	Renewal of the Becrypt licence and support requirement	No later than 1 st December 2019
3	Renewal of the Deepsecure licence and support requirement	No later than 15 th December 2019
4	Renewal of the Digilink licence and support requirement	No later than 1 st November 2019
5	Renewal of the Sophos licence and support requirement	No later than 12 th November 2019
6	Licence certificates to be sent to the Authority	Within week 1 of Contract Award

Software

Supplier Software

Not Applicable

Third Party Software

Standard Manufacturer
Warranty and Licences.

Maintenance Agreement

[Click here to enter text.](#)

Additional Clauses (see Annex 3 of Framework Schedule 4) Tick as required

Alternative Clauses

Scots Law
Or

Northern Ireland Law

Non-Crown Bodies

Non-FOIA Public
Bodies

Additional Clauses

Tick one box below as applicable

A: Termed Delivery – Goods

B: Complex Delivery – Solutions
(includes Termed Delivery – Goods)

**NB Both of the above options
require an Implementation Plan
which should be appended to this
Order Form**

Optional Clauses

Tick any applicable boxes below

C: Due Diligence

D: Call Off Guarantee

E: NHS Coding
Requirements

F: Continuous Improvement
& Benchmarking

G: Customer Premises

H: Customer Property

I: MOD Additional Clauses

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

Not Applicable



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)

£692,053.92

Is a Financed Purchase Agreement being used?

Tick as required

If so, append to Call Off Schedule 2 as Annex A

Estimated Year 1 Call Off Contract Charges (£)

For Orders with a defined Call Off Contract Period

£692,053.92

Section D Supplier response

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

**Commercially Sensitive information
Redacted text**

Total contract value

£692,053.92 (Excluding VAT and including all expenses) – a full breakdown of costs associated with this Contract is detailed below:

Redacted text

Payment Terms

1.1 Payment will be made by CP&F.

1.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

1.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

1.4 Payment will be made thirty (30) days following receipt of a correct and valid invoice.



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	
Job role/title	
Signature	
Date	

For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	



ANNEX A - CALL OFF SCHEDULE 5: SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Description	Details
Subject matter of the processing	Redacted text
Duration of the processing	Redacted text
Nature and purposes of the processing	Redacted text
Type of Personal Data	Redacted text
Categories of Data Subject	Redacted text
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Redacted text