

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

Part A

Order Form Template

CALL-OFF REFERENCE: ITEP0061

THE BUYER: Highways England Company Limited

BUYER ADDRESS: Bridge House
1 Walnut Tree Close
Guildford
Surrey
GU1 4LZ

THE SUPPLIER: ESRI (UK) Limited

SUPPLIER ADDRESS: Millennium House, 65 Walton Street
Aylesbury
Buckinghamshire
HP21 7QG

REGISTRATION NUMBER: 01288342

DUNS NUMBER: 226271518

SID4GOV ID: 213021

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01.02.2021
It's issued under the Framework Contract with the reference number RM3821 for the
provision of Data and Applications Solutions.

CALL-OFF LOT(S):
Lot 2b

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) RM3821
3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3821
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for this Call-Off Contract:
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
4. CCS Core Terms (version 3. 0.3)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
6. Call-Off Schedule 21 (Supplier-Furnished Terms)

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 START DATE: **01.02.2021**

CALL-OFF EXPIRY DATE: **31.01.2022**

CALL-OFF INITIAL PERIOD: **1 year**

CALL-OFF DELIVERABLES

As detailed in the Supplier's quotation/proposal document with reference/title 'Digital Lab Spatial – Onboarding Proposal' dated 11.12.2020 ("**Supplier's Quotation**"); in particular:

Supplier Professional Services: provision of consultancy services for the implementation / configuration of software products (no New IPR will be generated) and COTS training services (including any associated training documentation which may be provided for the purpose of Buyer personnel receiving the Training).

COTS Software: Esri Inc (defined below) Supplier and SAFE Software Inc COTS Software: as specified and licensed in accordance with the terms set out in Call-Off Schedule 21 (Supplier-Furnished Terms).

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Software as a Service (SaaS) Terms: Esri UK online content services and managed cloud services, and provided in accordance with, the terms set out in Call-Off Schedule 21 (Supplier-Furnished Terms).

Software Support and/or Maintenance: such is provided in accordance with the terms set out in Call-Off Schedule 21 (Supplier-Furnished Terms).

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£800,000**

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

BACS, within 30 days of invoice receipt

BUYER'S INVOICE ADDRESS:

Highways England Finance Department

The Cube

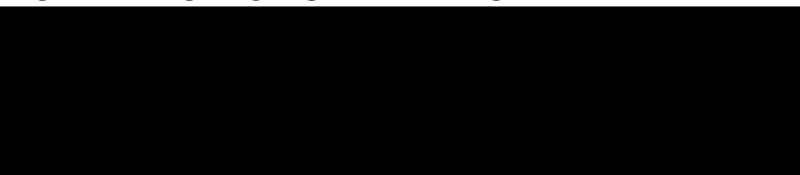
199 Wharfside Street

Birmingham

B1 1RN

invoices@highwaysengland.co.uk

BUYER'S AUTHORISED REPRESENTATIVE



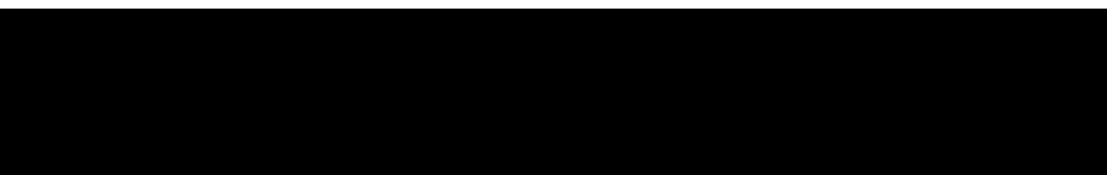
BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER

As above

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF



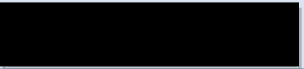
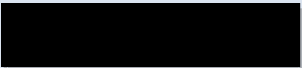
Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Individual unit pricing detailed in the Supplier's Quotation and in this Order Form.
The 'Total' price is not considered commercially sensitive, save where the total quantity of licences is provided together with the total price.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Managing Director	Role:	IT Commercial Category Lead
Date:	23.12.20	Date:	24 December 2020

Part B

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 21 (Supplier-Furnished Terms)
- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing of Data)

The required information for the relevant Schedules to the Call Off Contract is set out below:

- Processing of Data: Annex 1 – a) Authorised Processing Template from the Joint Schedule 11 (Processing of Data), duly populated for this Call-Off Contract.
- Supplier-Furnished Terms: Call Off Schedule 21

Joint Schedule 11 (Processing Data)

Annex 1 – a) Authorised Processing Template (populated for this Call-Off Contract)

Call-Off Contract:	RM 3821
Date:	As above
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS/the Customer is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.
Subject matter of the processing	Provision of the services and/or software as detailed in the Order Form.
Duration of the processing	For the term of the Call Off Contract.
Nature and purposes of the processing	The exchange and use of contact details in the ordinary course of business, for the purpose of contract performance in relation to the subject-matter.
Type of Personal Data	The names of the parties' employees or contractors or representatives, their respective business email and business postal addresses, and business telephone numbers), and/or their IP addresses.
Categories of Data Subject	The parties' employees or contractors or representatives.

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Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	At the choice of the Data Controller, the Data Processor shall delete or return to the Data Controller all of the Personal Data after the end of the provision of services relating to processing.
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Supplier's sub-processors:

Buyer hereby grants Supplier written authorisation for Supplier to use sub-processors to provide the products, software or services (as applicable), including the following sub-processors:

- (i) Environmental Systems Research Institute, Inc. ("Esri Inc") (for the purpose of licensing and administering access, use and support of Esri Inc products);
- (ii) the hosting service providers which Supplier uses for its back office systems;
- (iii) the hosting service providers which Esri UK uses for its online services (where you subscribe to Esri UK's online services);
- (iv) the third party owner or licensor of any third party software and/or third party data (for the purpose of licensing and administering access, use and support of the third party software and/or third party data);
- (v) the providers and/or organisers of training venues which Supplier uses for the provision of external training (where Customer attends Esri UK external training), including Logitrain (UK) Ltd, Imparando City of London Learning Centre, Chartered ICES (Chartered Institution of Civil Engineering Surveyors), Edinburgh Training Centre Ltd, Garsdale Design Ltd;
- (vi) the venue providers, organisers and third parties that Esri UK uses for its conferences and events (where Customer attends Esri UK conferences or events).

Where the Supplier is the Controller of Personal Data and provides Personal Data to the Buyer, the Buyer shall comply with the Data Protection Legislation.

Call-Off Schedule 21 (Supplier-Furnished Terms)

Part 1A Non-COTS Third Party Software

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 9.2.3 are detailed in Annex 1.

Part 1B COTS Software

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 9.3 are detailed in Annex 2

Part 1C Software as a Service (SaaS) Terms

Terms for provision of a Software as a Service solution are detailed in Annex 3.

Part 1D Software Support and/or Maintenance Terms

Terms for provision of Software Support and/or Maintenance services are detailed in Annex 4.

Annex 1

N/A

Annex 2

Environmental Systems Research Institute, Inc. (“Esri” or “Esri Inc”) software products: the ‘Esri Inc License Agreement’ available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.

Supplier software products: the ‘Esri UK Software Licence Agreement’ available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.

Safe Software Inc products: the Software License Agreement at <https://www.safe.com/legal/fme-sla/>

Annex 3

Supplier software as a service / Supplier online content and managed services: the
'Esri UK Managed Cloud and Online Service Terms' available at:
<https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.

Annex 4

Support and maintenance: the 'Esri UK Standard Support Policy' Available at:
<https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.