

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

Order Form

CALL-OFF REFERENCE: Pega contract ref: CR-84575 (License)
DWP contract ref: _____

THE BUYER: Secretary of State for Work and Pensions (DWP)

BUYER ADDRESS Department for Work and Pensions 6-12 Tothill
Street, London SW1H 9NA

THE SUPPLIER: Pegasystems Limited (Pega)

SUPPLIER ADDRESS: 23 Forbury Road, Reading, Berkshire, RG1 3JH

REGISTRATION NUMBER: 02883981

DUNS NUMBER: 576153621

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated date of last signature.

It's issued under the Framework Contract with the reference number RM6194 for the provision of Back Office Software.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. Where schedules are not listed, those are not being used. If the documents conflict, the following order of precedence applies:

- This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- Joint Schedule 1 (Definitions and Interpretation) RM6194
- The following Schedules in equal order of precedence:

- o CCS Core Terms (version 3.0.10), as updated and amended below.
- o Call-Off Schedule 23 (Supplier-Furnished Terms) - see below.
- o Joint Schedule 3 (Insurance Requirements)
- o Joint Schedule 5 (Corporate Social Responsibility) RM6194, applicable to the extent policy in place and being made available.
Policy available at:
<https://www.pega.com/about/leadership/governance/slavery-andhuman-trafficking-statement>

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.

Parties agree the following:

This Call-Off replaces, terminates and supersedes previous agreement with Pega contract reference CR-38079/CR-38107 as of Start Date.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1.

Core Terms:

Following clauses are deleted; 3.2.3, 3.2.11, 4.9, 4.10, *9.1, *10.2.2, 10.4.3, 10.8, *14.1

*Note: replaced with those detailed below.

Following clauses are added:

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive licence to use the Supplier's Existing IPR to enable it to both:

- (a) receive and use the Deliverables; and,
- (b) make use of the deliverables provided by a Replacement Supplier during the term of this Call-Off.

Supplier owns all right, title and interest to the Supplier Software and permits Buyer to use during the term of this Call-Off.

“Software” means the Supplier software listed in this Call-Off, including any enhancements, updates, upgrades, modifications, or other releases provided to Buyer.

10.2.1a The Call-Off shall survive any termination by CCS of the Framework under clause 10.2.1 and the Call-Off shall continue and does not give Buyer right to terminate because of any termination by CCS under 10.2.1.

- 10.2.2 Buyer has the right to terminate this Call-Off Contract without reason by giving the Supplier not less than 365 days' written notice, provided that Buyer cannot exercise such right prior to the second anniversary of this Call-Off Start Date and therefore cannot be exercised prior to 28 October 2025. Therefore, the initial term of 3 years and associated fees remain committed.
- 12.4 Compliance with Export Controls Laws. The export and re-export of the Pegasystems Software and Technology is subject to the export control and sanctions laws, regulations, and orders of the United States, including but not limited to the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively, "Export Control Laws"). Buyer agrees that it will not export, reexport, transfer, or allow access to the Pegasystems Software and Technology: (a) to or by parties on lists of sanctioned or restricted parties maintained by the U.S. government, including but not limited to OFAC, the U.S. Department of Commerce, or the U.S. Department of State; (b) to or by parties in or relating to certain countries or territories that are the target of U.S. sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea region of Ukraine); or (c) otherwise in violation of Export Control Laws. The export and re-export of the Pegasystems Software and Technology may also be subject to export and import controls under the laws and regulations of other countries. Buyer agrees, at all times, to comply fully with the Export Control Laws and the local export and import controls of other countries.
- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with the DPA.
"DPA" means the Data Processing Addendum, available at the following link:
<https://www.pegasystems.com/data-processing-addendum>.

Following clauses are amended:

- 6.2 Last sentence deleted: "including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1." However, only in respect of Open Book Data.
- 11.6 Data Protection Liability Cap clarified below.

CALL-OFF START DATE: 28 October 2023

CALL-OFF EXPIRY DATE: 27 October 2026

CALL-OFF INITIAL PERIOD: 3 years

CALL-OFF EXTENSIONS: Three (3) optional yearly extensions detailed below

CALL-OFF DELIVERABLES: Software as detailed below.

General Information		
Contact	Billing	Technical Advisor & Delivery
Name & Title	For prior approval: [REDACTED] Delivery Lead Counter Fraud <u>Supplier must then submit them to the follow address as below:</u>	[REDACTED] Deputy Director, Digital Fraud and Error
Email	[REDACTED]	[REDACTED]
Telephone	[REDACTED]	[REDACTED]
Address	Electronic invoices in PDF format are to be sent to: [REDACTED] [REDACTED]	[REDACTED]
Software will be delivered electronically to the delivery contact listed above.		

1. Definitions

The following definitions apply to this Schedule:

- A “User” is a person who uses the Software in a particular month.
- “Client Support Handbook” means the terms for Pegasystems’ provided support, upgrades, and updates located at:
<https://docs.pegasystems.com/supportpega-client-handbook/supportpega-clienthandbook>, as may be periodically updated.

2. Software

Software	<ul style="list-style-type: none"> • Pega Government Platform • Pega Business Intelligence Exchange (BIX)
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3. Scope of Use

Licensed Metric(s)	<ul style="list-style-type: none"> • [REDACTED] • [REDACTED]
Licensed Purpose	<p>Buyer may use the Software for the planning, prevention, detection, investigation and resolution of fraudulent claims and errors made in respect to any welfare benefit, allowance, child maintenance or state pension payments made or likely to be made by the Buyer.</p> <p>As a User based license, use of the Software by means other than Users, for example but not limited to, application programming interfaces (APIs) or robotics, or its use to extend or enhance other applications or services is expressly excluded.</p>
Term and Indexation	<p>The initial term of this Schedule will be three years, beginning on the Call-Off Start Date (the “Initial Term”).</p> <p>The Initial Term may renew up to three (3) additional periods, where each additional period is twelve (12) months (each, a “Renewal Term”) upon the mutual written agreement of the parties. The Initial Term and any Renewal Terms are together referred to as the Term.</p> <p>No indexation shall apply within the Initial Term. From the expiry of the Initial Term, each Renewal Term shall have annual indexation applied (UK CPI + Housing as reported by the UK’s Office for National Statistics) to the lower of either UK CPIH or a cap of 6%. In the event that the CPIH cap is breached as a result of unforeseen and extraordinary events (e.g. a major economic crisis, war, pandemic, or similar), the prevailing rate of CPIH will be applied.</p>

Support and Maintenance	[REDACTED]
Professional Service Allocation	[REDACTED]
Evaluation Software	<ul style="list-style-type: none"> • Each evaluation will be for different Pega Software products. • Evaluation period is up to three (3) months. • Usage must be for evaluation purposes, and not production. • The evaluation is excluded from Client Support. • Usage is subject to Pega standard evaluation agreement provided separately and software product being agreed.

4. Payment and Delivery

Annual Fee	<p>Buyer will pay Pegasystems per annum during the Initial Term as follows:</p> <p>Year 1, of £2,842,324 plus VAT</p> <p>Year 2, of £3,188,935 plus VAT</p> <p>Year 3, of £3,329,248 plus VAT</p>
Payment	<p>Fees will be invoiced annually in advance and will be payable thirty (30) days from the date of the invoice. Once due, all fees are non-refundable and non-cancellable. Fees are exclusive of VAT and VAT is payable in addition.</p>
Delivery & Acceptance	<p>The Software will be accepted upon delivery (“Acceptance”). This Acceptance is not dependent on any remaining services, conditions, or contingencies, and there are no other written or verbal agreements with respect to this acceptance.</p>

5. Additional Purchase Options

During the Initial Term, Buyer may purchase additional usage and capacity as follows:

[REDACTED TABLE]

- a. Purchases of additional usage and/or capacity will be exercised by sending written notice to Pegasystems and entering into a written amendment. The term for any additional usage and/or capacity purchased will be co-terminus with the Term of this Schedule. The terms of the Agreement will govern any purchase order, and any terms that may be printed on the purchase order will be of no force and effect.
- b. If Buyer exceeds any of its usage rights, Pegasystems will have the right to invoice Buyer for all additional usage and/or capacity per the pricing set forth in the table above. If licenses are purchased prior to them being utilised the lower band block pricing rate applies. However, if they are utilised and fees are having to be charged in arrears, then the higher block pricing shall apply. Period will be co-terminus with the Call Off Expiry Date.

6. Notices.

Any notifications from Buyer to Pegasystems related to this Schedule, including additional purchases, changes to Buyer's General Information, or Schedule renewals or termination, will be sent to: [REDACTED]. Buyer Purchase Orders will be sent to: [REDACTED].

7. Buyer Notification of PII Category

In accordance with the terms of the Agreement, if Buyer will include in Buyer Data any PII then Buyer will identify the categories of data subjects and the types of data to be processed in the table below to facilitate each party's compliance with its respective obligations under applicable laws. If Buyer has not yet defined the categories of data subjects or types of data to be processed, Buyer agrees to provide such information in writing to Pegasystems prior to using the Subscription Services to process such data. Buyer will update Pegasystems in writing if there are any changes to the categories of data subjects and the types of data to be processed during the Term.

The following personal information will be processed by the Subscription Services on behalf of Buyer for the purposes described in this Schedule:

Categories of data subjects: []

Types of personal data to be processed: []

8. Usage Reporting and Validation:

a. Establishment of actual usage	<p>Supplier has a right to validate Buyer's usage under this agreement. Buyer shall carry out usage volume reviews and license validations with the Supplier under this Call-Off on a quarterly basis. If not already done so Buyer agrees to implement and enable the use of Usage Validation Utility (UVU) (or successor utility) by 30 April 2024 and run necessary scripts to extract relevant usage data and make the same available to Pegasystems quarterly. Buyer agrees to provide Pegasystems any required credentials so to access usage validation functionality remotely.</p> <p>Where Supplier queries usage or where relevant reports are not provided, the Buyer agrees that Supplier may audit usage via a site visit (timing of visit to be reasonably agreed by both parties), an operational walkthrough or via such other actions as may be reasonably requested to clarify usage.</p>
b. Quarterly Review	<p>Every three (3) months during the Term – beginning with 31 January 2024 (followed by each 30 April, 31 July, 31 Oct) – Buyer shall report the number of Users / usage data of the Pegasystems software utilised under this Call-Off during the immediately preceding 12 months period by way of a monthly breakdown for forecasting purposes. This is to be reported as part of Performance Management (see 9 below).</p>
c. Strategic Review	<p>The parties shall meet annually to discuss and understand Buyer's strategy for the following year around the Software and their wider IT strategy, with a view to ascertaining and aligning on where Supplier may be able to add additional value for Buyer. First meeting intended to take place prior to 31 January 2024.</p>

9. Performance Management

The parties shall meet quarterly to carry out a wider general review of CFEMS with respect to service management, usage (section 7), operational performance, and programme goals.

[REDACTED]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. Provided that, the Data Protection Liability Cap in aggregate shall be limited to £5M under this Call-Off.

CALL-OFF CHARGES

As above.

REIMBURSABLE EXPENSES

Not applicable.

PAYMENT METHOD

By way of invoice. Annual fee payable annually in advance.

BUYER'S INVOICE ADDRESS:

As above.

BUYER'S AUTHORISED REPRESENTATIVE

As above (Technical contact).

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Executive

[REDACTED]

3rd Floor 23 Forbury Road, Reading, Berkshire, RG1 3JH (UK)

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Executive

[REDACTED]

3rd Floor 23 Forbury Road, Reading, Berkshire, RG1 3JH (UK)

PROGRESS REPORT FREQUENCY

As above, para 7 – Usage reporting.

PROGRESS MEETING FREQUENCY

As above para 7, Strategic Review.

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

No.	Item(s)	Duration of Confidentiality
1	Service performance related material, including but not limited to: a) Regular and ad-hoc service and reports b) Results of any benchmarking c) Rectification plans and material related to the conduct and/or outcome of such plans	Term + 5 years
2	Supplier Solution and Software related business know how	Term + 5 years
3	Documents produced or provided for service improvement and value for money produced by the Supplier	Term + 5 years
4	Information and documents provided which set out Suppliers insurance offering and financial standing	Term + 5 years
5	Reports, materials and data provided under any audit	Term + 5 years
6	Amounts detailed relating to compensation on termination (if any)	Term + 5 years
7	Any document or section of a document containing pricing, including but not limited to: a) Impact assessments/Change authorisation notes. b) Change Requests/amendments. c) Estimates, evaluation reports and proposals.	Term + 5 years

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

See below Appendix 1.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	VP, Deputy Chief Business Officer	Role:	DWP Commercial Specialist
Date:	07 November 2023	Date:	15 November 2023

Call-Off Schedule 23 (Supplier-Furnished Terms):

The following terms apply to this Call-Off:

1. Acceptable Use Policy. Buyers use of the Software will comply with the Acceptable Use Policy. "Acceptable Use Policy" means the then current policy as published from time to time at <https://www.pegasystems.com/acceptable-use>.
2. Business Contact Data. Pegasystems and Buyer agree that each party may store, access, and process the other party's Business Contact Data for the purpose of performing any obligations under this Agreement. Each party may share the other party's Business Contact Data with its contractors, partners, assignees and others acting on such party's behalf under this Agreement. "Business Contact Data" means business contact information (the names, titles and roles, business phone and facsimile numbers, business office and email addresses) of Buyers or Pegasystems' employees and contractors.

Appendix 1 - Pega Social Value Statement for Back Office Software Framework – September 2023

Social Impact

Within Pega's UK Government team we have a particular focus on supporting military veterans, including:

- The Pega UK Government team has officially adopted REORG as its nominated charity partner. REORG is a charity for British military veterans that "creates safe environments through functional fitness and jiu-jitsu for veterans, military and emergency services personnel to support their physical and mental wellbeing." REORG works with people who have a whole range of serious, life-altering physical injuries, as well as those suffering debilitating post-traumatic stress disorder (PTSD) and depression.

The Pega team recently held a REORG Public Sector Challenge which involved a team of 19 Pega colleagues undertaking challenges to raise funds and awareness for REORG. Three teams competed to clock up the most miles (and raise funds) by cycling, running, walking and swimming.

The Challenge began with a visit to REORG HQ and a presentation from REORG founder and ex-Royal Marine Sam Sheriff and trustee Mark Ormrod OBE also a former Royal Marine and triple amputee. They shared wonderful, hope-filled stories of some of the people they have helped. So far, they have supported more than 200 veterans and blue light workers to get back on their feet.

- TechVets UK is a non-profit member of the Forces Employment Charity that empowers UK veterans to access job opportunities in the tech sector and enables businesses to capitalize on veterans' skills. We provide free training courses from the Pega Academy online learning platform. Members who have successfully completed the required courses earn free Pega certifications in their desired fields. We work with TechVets UK's partners and clients to promote and create pathways to employment opportunities.

- We're a signatory to the United Kingdom Armed Forces Covenant, a pledge to treat those who serve or have served in the UK Armed Forces, as well as their families, with fairness and respect. We honour the pledge by supporting the employability of military personnel, service leavers, veterans, and their family members through our partnership with TechVets, a member of the Forces Employment Charity.

We also continue to invest in educational and youth development initiatives around the globe, including:

- A new partnership with Chapter One (formerly known as Innovations for Learning/TutorMate) to support its online reading programme in the UK. A team of Pega volunteers from our Reading, UK office virtually meet weekly with students aged five to seven from a local school to provide vital reading support.
- Pega is a strategic partner and supporter of Girls in Tech, a global non-profit focused on eliminating the gender gap in technology. In 2022, we sponsored the annual Girls in Tech Conference and Pega's Chief People Officer, Kate Parente, participated in a panel discussion on Thriving in the New Hybrid Workplace.
- The Pega Scholars Programme provides scholarships to underserved students around the globe who are pursuing a degree in technology or computer science. Recipients receive funding for undergraduate studies, as well as connections to industry mentors and Pega leaders. Administered in partnership with Scholarship America, ten recipients are selected for each annual cycle. Students who received awards in 2022 hail from all undergraduate levels and are studying physics and computer engineering, information technology, and computer science. The program's 2022 cycle saw a 312% growth in the number of applicants compared to the prior year.

Economic Impact

Pega strives to be a responsible corporate citizen and active contributor in the global communities where our employees, clients, and partners live and work. Pega's deep commitment to our communities is brought to life through our global social impact programme, PegaCares. We support local and global non-profit organisations that align with our focus areas: women and girls in technology, youth education and development, and environmental sustainability. To help meet some of the most urgent needs of our communities resulting from the Covid pandemic, we also focus on global relief and recovery efforts.

We are proud to partner with non-profit organisations and programmes around the world that promote opportunity, equitable participation, and better outcomes for all. Pega empowers employees to participate in social impact efforts – and the causes they're passionate about – via giving and volunteering programmes. We provide and encourage all employees to take two days of paid volunteer time to work for their chosen causes, either individually or through Pega-sponsored events.

We launched a global giving and volunteering platform in 2022. The platform, Deed, powers our new global donation match programme in addition to our other employee giving and volunteering initiatives. Pega matches up to US\$500 (or its equivalent outside the US) per employee annually for contributions to more than 1.8 million eligible charities. Employees can use Deed to explore and

sign up for volunteer events and request Pega donate to a charity they support through a team activity for which they're raising funds. In 2022, nearly 2,500 employees visited the Deed platform, 839 participated in the donation match programme, and nearly 400 logged volunteer hours.

Environmental Impact

We're committed to environmental sustainability and our global teams focus on making our operations more efficient and sustainable. Collecting and measuring data on our energy use is a priority, and we track our consumption and emissions at key sites. We've seen how transparency around our carbon footprint and goals can rally people who work at and with Pega.

Pega's pathway to carbon neutrality is multifaceted. While we are at the beginning of this journey, we are focused on measuring, managing, and reporting our footprint, specifically focusing on:

- Expanding our tracking and management of energy consumption and emissions at all global offices and managed spaces.
- Lowering energy consumption and associated carbon emissions throughout our operations.
- Working with third parties to offset remaining carbon emissions, resulting in carbon neutrality in our eight largest Pega offices.
- Reporting environmental data to third parties, such as CDP and Ecovadis, a business sustainability rating company frequently consulted as a procurement tool by client organisations considering products and services.

Additionally, we support our clients through product innovation to help them better track and meet their emissions reduction goals, notably with our Pega Cloud® auto-hibernation capability.

In 2022, Pega joined the Science-Based Targets initiative (SBTi), a collaboration among CDP, the United Nations Global Compact, the World Resources Institute, and the Worldwide Fund for Nature. SBTi asks organizations to set targets for reducing greenhouse gas emissions in accordance with decarbonisation goals of the Paris Agreement. Pega signed SBTi's commitment letter in 2023. We have committed to set a science-based emissions reduction target aligned with SBTi's target-setting criteria. Per SBTi's requirements, we have two years after the signature date to set the target, submit it to SBTi for validation, and publish our approved target on the SBTi website.

Finally, Pega supports One Tree Planted, an environmental non-profit, in global reforestation initiatives. We continued our pledge to plant a tree for each employee and new hire in 2022, in addition to supporting planting projects throughout the year. We helped One Tree Planted plant 12,360 trees in the UK, Mexico, India, and Africa.

Note: Pega Social Values / Statement may change from time to time.