

Schedule 3: Call-Off Contract

PART 1 – ORDER FORM

UK Shared Business Services Ltd.
(Registered No. 06330639)

Stone Technologies Limited
Granite One Hundred, Acton Gate, Stafford, Staffordshire, ST18 9AA
 (Registered No. 02658501)

Thursday 28th November 2024

To whom it may concern,

Call-Off Contract for the supply of Goods

1 Further to the Framework Agreement dated 01/11/2022, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.

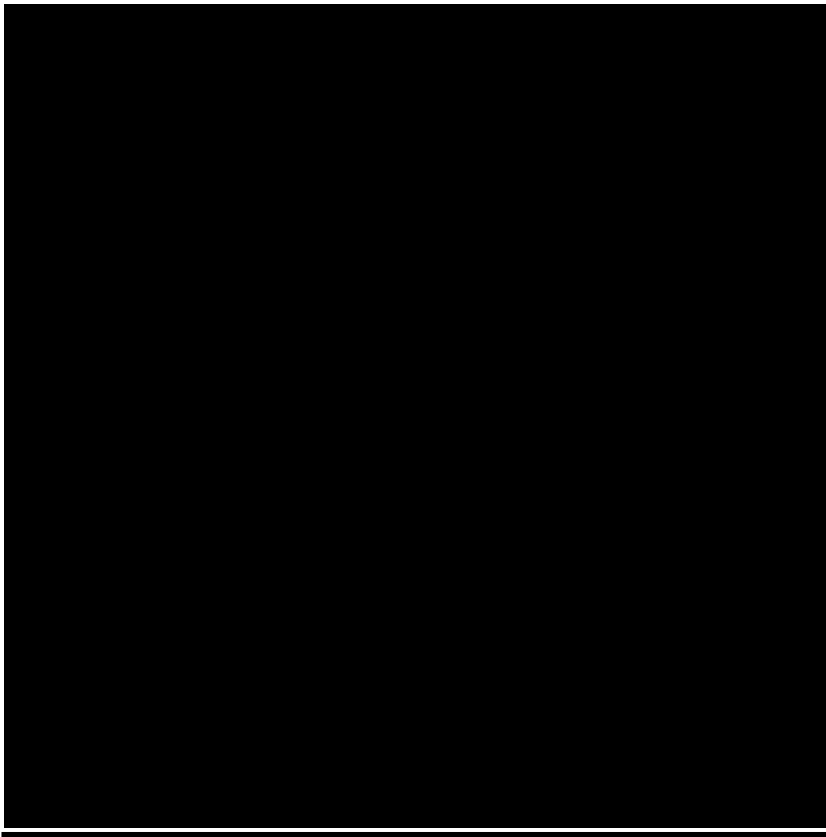
2 The particulars of this Call-Off Contract are set out below:

| Item | Description | | | | | | |
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| Order Form Reference: (Front page of Call-Off Terms and Conditions) | The Order Form Reference is [REDACTED] | | | | | | |
| Parties | Between: (1) UK Shared Business Services Ltd. company number 06330639) whose registered office is at Polaris House, North Star Avenue, Swindon SN2 1FF (Customer); and (2) Stone Technologies Limited (company number 02658501) whose registered office is at Granite One Hundred, Acton Gate, Stafford, Staffordshire, ST18 9AA (Supplier). | | | | | | |
| Call-Off KPIs (Cl. Error! Reference source not found.) | <table><tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td>Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member</td><td>Delivery of Goods</td><td>95% of Goods delivered on time in full</td></tr></table> | Performance Target | Key Indicator | Performance Measure | Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member | Delivery of Goods | 95% of Goods delivered on time in full |
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| Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member | Delivery of Goods | 95% of Goods delivered on time in full | | | | | |
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| | locations throughout the UK. | | |
| | Stock availability of products listed in the catalogue throughout the Term (of this Contract) | Product Availability | 95% of Goods available at all times |
| | Product reliability rectification | In-field failure rate of Goods under warranty | No more than 2% Dead on Arrival (30 days of Delivery) and 2% First Year Failure Rate |
| | Defects rectification within stated times | On-site warranty defects rectified in 2 working days, C&R warranty defects rectified in 10 days | 95% |
| | Written response including all reasonable endeavours towards closure to all urgent issues within 24 hours of notification from Participating Consortia. | Provision of Written Response | 95% |
| | Written response including all reasonable endeavours towards closure to all non-urgent issues within 72 hours of notification from Participating Consortia. | Provision of Written Response | 95% |
| | Invoice accuracy. | Accuracy | 95% of all invoices are submitted accurately |
| | Invoice timeliness. | Timeliness | 95% of all invoices are submitted on time |
| | Resolution of invoice queries | Provision of Response and closure of query | 100% of all invoice queries resolved within 7 days of notification |
| | Reliability of all ordering systems utilised under this | Availability and Down Time | Ordering systems are reliable 97% of the time during |

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| | Contract including online ordering system, telephone, email and punch out from e-marketplace | | the Term (of this Contract) (excluding pre-notified maintenance periods) |
| | Response to Mini-Competition within the time set out by the Customer | Provision of Written Response | Responding to 90% of in-scope Mini-Competitions where a fair and reasonable time to respond has been given |
| Charges (Cl.1.1) | The Charge(s) for this Order is: £76,700.00 GBP excluding VAT. | | |
| Adjustments to the Charges (Cl.1.1) | The Charge(s) are fixed for the duration of this Call-Off Contract. | | |
| Contract End Date (Cl. Error! Reference source not found.) | Means: <ul style="list-style-type: none"> The contract shall expire on 11/12/2027 | | |
| Customer Liability Cap (Cl. 1.1) | 100% of the Order value, to a maximum of [REDACTED] unless mutually agreed otherwise by the Customer and the Supplier. | | |
| Delivery Date(s) (Cl. Error! Reference source not found.) | The Supplier shall deliver the Goods by the following date(s): <ul style="list-style-type: none"> 12/12/2024 And/or as soon as possible | | |
| Defects Rectification Period (Cl. Error! Reference source not found.) | <p>In respect of the Goods to be supplied under this Call-Off Contract, the period ending 36 (thirty-six) months after the Customer has accepted that the Goods as meeting the requirements of the Contract or as otherwise stated under this Call-Off Contract.</p> <p>For clarification, this includes monitors/displays. All remaining accessories will be covered by their underlying manufacturer's warranty unless otherwise agreed by the Customer and Supplier.</p> <p>Remedied Defects shall be covered by this Contract for a period not less than 6 (six) months from acceptance by the Customer.</p> | | |

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| | Laptop batteries are included within the Defects Rectification Period to a maximum of 36 (thirty-six) months and 500 (five hundred) charging cycles, whichever applies first. A Defect battery shall be deemed to be one holding less than a 30% charge against its initial properties. |
| Goods (Cl. Error! Reference source not found.) | <p>The Goods to be supplied under this Call-Off Contract are as follows:</p>  |
| Premises (Cl. Error! Reference source not found.) | The Goods are to be delivered to and/or the are to be supplied at Granite One Hundred, Acton Gate, Stafford, Staffordshire, ST18 9AA, or Polaris House, North Star Avenue, Swindon SN2 1FF. |
| Services (Cl. Error! Reference source not found.) | N/A |
| Supplier Liability Cap (Cl. 1.1) | £92,040 |
| Instalments (Cl. Error! Reference | N/A |

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| | | <p>support screen sharing (e.g. via webex), if the Controller has not closed the relevant programs/software before the connection is established.</p> <ul style="list-style-type: none"> • <i>Trace dump files:</i> For certain products and in certain support situations a trace dump file may be analysed to assess the problem. A trace dump contains the read/write or transfer activity associated with an error. The content is generally written in OS error format and is agnostic to file types. Reconstruction of files and their potential content is not part of the analysis. It is highly unlikely that any personal information will be readable during the analysis. • <i>Data storage devices:</i> Return or refurbishing of hardware storage devices (e.g. HDDs, SSDs, etc.), all data contained will be deleted or destroyed in automated processes. <p>Purpose of Processing:</p> <p><i>Personal Data will be processed for the purpose of providing warranty- and support- related and/or deployment services, as relevant and defined by the selected service levels and support options. The Agreement and the relevant service descriptions and statements of work shall apply for the specifics and possible additional services.</i></p> |
| | The type of Personal Data being Processed | <p>The Personal Data will include:</p> <ul style="list-style-type: none"> • Contact details: which may include name, address, email address, telephone, fax, other contact details, emergency contact details, associated local time zone information. • Customer details: which may include contact details, invoicing and credit related data. |

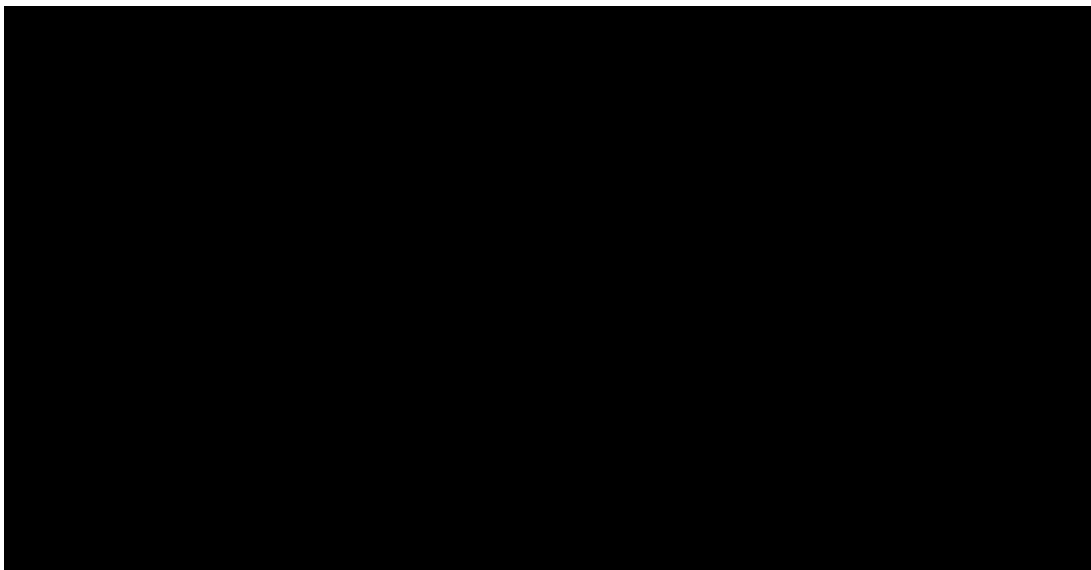
| | | |
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| | | <ul style="list-style-type: none"> • IT systems and operational information: which may include personal identifiers, voice, video and data recordings, user ID and password details, computer name, email address, domain name, user names, passwords, IP address, permission data (according to job roles), account and delegate information for communication services, individual mailboxes and directories, chat communication data, software and hardware inventory, tracking information regarding patterns of software and internet usage (e.g. cookies), and information recorded for operational and/or training purposes). • Data subjects' email content and traffic/transmission data; online interactive and voice communications (such as blogs, chat, webcam and networking sessions); support services (incidental access may include accessing the content of email communications and data relating to the sending, routing and delivery of emails). • Other: Any other Personal Data submitted by Customer to Provider as Customer's Processor. |
| | The categories of Data Subjects | <p>The Data Subjects will include:</p> <p>The data subjects are Customer's end users, employees, contractors, suppliers and other third parties relevant to the Services.</p> |

- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.

- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.



Annex A: Brief

