

**TETRA AIRWAVE TERMINAL PRODUCTS AND SERVICES (TETRA PDS2)**  
**FRAMEWORK AGREEMENT - SCHEDULE 3**

CALL-OFF CONTRACT COVER SHEET		
<b>COMMENCEMENT DATE*</b>		30 June 2023.
<b>THE COMPANY REFERENCE NUMBER*</b>  <i>TO BE QUOTED ON ALL CORRESPONDENCE RELATING TO THIS CALL OFF CONTRACT</i>		XXXXXX
<b>TIME LIMIT FOR ACCEPTANCE</b>		N/A
<b>BETWEEN:</b>	<b>Customer*</b>	Ambulance Radio Programme  PART GROUND FLOOR (SOUTH WING), EQUINOX BUILDING, BRISTOL, GLOUCESTERSHIRE, ENGLAND, BS32 4QL
	<b>Supplier*</b>	Sepura Limited 9000 Cambridge Research Park, Beach Drive, Waterbeach, Cambridge, CB25 9TL

## BACKGROUND

- (A) The Company (as defined in Schedule 1 of the Call-Off Terms and Conditions) placed a contract notice (reference 2022/S 000-015469 on 06 June 2022 in the Find a Tender Service seeking tenders from suppliers for TETRA Airwave Terminal Products and Services to the contracting authorities under a framework agreement.
- (B) A framework agreement was entered into by the Supplier and the Company for the provision of TETRA Airwave Terminal Products and Services with commencement date of 01 January 2023 ("**Framework Agreement**").
- (C) Under the Framework Agreement, the Customer (as defined in the Framework Agreement) may enter into call-off contracts for TETRA Airwave Terminal Products and Services.
- (D) In accordance with the terms of the Framework Agreement, the Customer and the Supplier wish to enter into this call-off contract for the supply of the Goods and Services as referred to in this Call-Off Contract Cover Sheet (and as further defined and described in Schedule 1 of the Framework Agreement).
- (E) This call-off contract (also referred to as 'this Agreement' in the Call-Off Terms and Conditions) is made up of:
- this Call-Off Contract Cover Sheet;
  - the Call-Off Terms and Conditions (which are in Schedule 4 of the Framework Agreement and are hereby incorporated into this call-off contract by reference); the Clauses/paragraphs and Schedules of the Framework Agreement as referred to in the Call-Off Terms and Conditions, and which apply and are hereby incorporated into this call-off contract by reference;
  - the Supplier EULA approved by the Company pursuant to clause 4 of the Framework Agreement. The Supplier must not include or attach (in any way) any additional End User Licence Agreements ("EULA") to the Call-Off Contract Cover Sheet or any subsequent Order Forms that have not been approved by the Company; and
  - Any subsequent Order Forms.
- (F) This call-off contract is entered into under and subject to Schedule 5 of the Framework Agreement.

**IT IS AGREED** as follows:

***(All \* entries are mandatory. Other entries are optional)***

<b>Initial Period*</b>	Eight (8) years
<b>Extension Period</b>	N/A
<b>Goods and Services*</b>	Available Goods and Services as set out in the Framework Agreement Catalogue (current version)
<b>Agreement Charges*</b>	Charges for the Call-Off Contract are based on the prices and method of calculation as set out in the Framework Agreement Schedule 2 (Framework Pricing).
<b>Delivery Location / Customer Premises*</b>	As detailed on each Customer Order Form
<b>Delivery Date*</b>	As agreed with Supplier and detailed on each Customer Order Form
<b>Estimated Year 1 Contract Charges</b>	£XXXXXX excl VAT

<b>Customer Representative*</b> <i>(Contact title, Address, Tel and Email)</i>  <i>(This may refer to the Managing Agent for Customer Call-Off Contracts)</i>	For the attention of: <b>xxxxxx</b> <b>xxxxxx</b>  and/or  <b>xxxxxx</b>  PART GROUND FLOOR (SOUTH WING), EQUINOX BUILDING, BRISTOL, GLOUCESTERSHIRE, ENGLAND, BS32 4QL
<b>Supplier Account Manager* (Contact title, Address, Tel and Email)</b>	For the attention of: Andy Gregory Postal address: 9000 Cambridge Research Park, Beach Drive, Waterbeach, Cambridge, CB25 9TL Email address: <b>xxxxxxx</b>
<b>Additional Key Roles and Key Personnel</b>	N/A
<b>Notices details*</b>	For the attention of: <b>xxxxxx</b>  PART GROUND FLOOR (SOUTH WING), EQUINOX BUILDING, BRISTOL, GLOUCESTERSHIRE, ENGLAND, BS32 4QL
<b>Customer Addressee for Invoices*</b>	<b>ACCOUNTS PAYABLE</b> Department of Health and Social Care Finance & NHS Directorate 1st Floor South, 39 Victoria Street London SW1H 0EU  <b>Email;</b> <b>xxxxxx</b>  <b>For the attention of: xxxxxx</b>
<b>Additional Invoicing Support Information</b>	N/A
<b>Additional Records, Management Information, Reporting and Monitoring requirements</b>	N/A
<b>Additional Standards</b>	N/A
<b>Additional Governance Requirements</b>	N/A
<b>Additional Vetting Requirements</b>	N/A
<b>Additional Business Continuity / Disaster Recovery Requirements</b>	N/A

<b>Customer Specific Key Roles and/or Key Personnel</b>	N/A
<b>Additional Exit Requirements</b>	N/A
<b>Additional Commercially Sensitive Information</b>	N/A
<b>Key Sub-Contractors</b>	N/A
<b>Amendments to the Call-Off Terms and Conditions</b>  <i>Such changes subject to restrictions under the Public Contracts Regulations 2015, and subject to restrictions permitted in the Ordering Procedure</i>	Refer to Annex 1 ( <b>Supplier End User Licence Agreement</b> ) and are hereby incorporated into this call-off contract by reference

**APPENDIX – CALL-OFF STATEMENT OF REQUIREMENTS***(forms part of the Statement of Requirements)*

<b>Customer Specific Deliverables</b>	xxxxxx
<b>Additional Planned Downtime / Maintenance Requirements</b>	N/A
<b>Additional Customer Specific Service Levels</b>	N/A
<b>Implementation Plan</b>	To be subject to Bill and Hold letter accompanying purchase with date of specific delivery to be agreed between the parties.
<b>Customer Specific Milestone(s)</b>	N/A

**APPENDIX - MINI TENDER***(forms part of the Supplier Solution)*

N/A – each Customer Order Form is issued and subject to the direct award procedure as set out in Schedule 5 (Ordering Procedure), Section 3 (Direct Award Without Re-Opening Competition) of the Framework Agreement.

**APPENDIX - DATA PROCESSING\***

1. The contact details of the Authority Data Protection Officer is: Refer to Customer Representative
2. The contract details of the Supplier Data Protection Officer is: Refer to Supplier Account Manager
3. The Supplier shall comply with any further written instructions with respect to Processing provided by the Authority.
4. Any such further instructions shall be incorporated into this Schedule.

Description Of Authorised Processing	Details (All rows are mandatory)
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Laws, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 37.1 (Data Protection) of this Agreement.
Subject matter of the processing	TETRA Airwave Terminal Products and Services
Duration of the processing	Refer to Initial Period above
Nature and purposes of the processing	Refer to Call Off Contract Terms and Conditions Clause 37 (Data Protection)
Type of Personal Data	Refer to Call Off Contract Terms and Conditions Clause 37 (Data Protection)
Categories of Data Subject	Refer to Call Off Contract Terms and Conditions Clause 37 (Data Protection)
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	Refer to Call Off Contract Terms and Conditions Clause 37 (Data Protection)

#### APPENDIX – NOTIFIED SUB-CONTRACTORS

N/A

THE PARTIES HERETO HAVE ENTERED INTO THIS CALL-OFF CONTRACT BY THE SIGNATURE OF THEIR DULY AUTHORISED REPRESENTATIVES, EFFECTIVE FROM THE COMMENCEMENT DATE

SIGNED BY: DHSC

.....(signature)

(print name) .....(title)

FOR AND ON BEHALF OF: .....(date)

THE DEPARTMENT OF HEALTH AND  
SOCIAL CARE

SIGNED BY: SEPURA LTD

xxxxxx .....(signature)

.....  
Xxxxxx ..(title)

(print name) .....(date)

FOR AND ON BEHALF OF  
SEPURA LIMITED

END OF CALL-OFF CONTRACT COVER SHEET

## **Annex 1**

### **Supplier End User Licence Agreement**

#### **SEPURA TETRA Radio Terminal & Application Software**

**Xxxxxx (attachment)**

For convenience the Supplier Software Licence provisions are also reproduced below:

##### **Software Licence**

The software and documentation that accompanies this licence (collectively the "Software") is the property of Sepura and/or its licensors and is protected by copyright law.

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Application Software can enhance operational efficiency. The function(s) of the application Software may be dependent upon, amongst other, the radio detecting a Bluetooth beacon, using GPS data, connecting to a Bluetooth device or Wi-Fi network, or the radio receiving or sending TETRA SDS messages which are reliant on independent infrastructure and / or the radio's Global Positioning System ("GPS"), Bluetooth, Wi-Fi and TETRA services.

Sepura does not warrant the accuracy and/or reliability of data derived by the radio's GPS. The GPS accuracy statistics set out in the specifications can only be achieved under certain conditions, e.g. open space, sufficient number of satellites visible, signal levels above acceptable magnitude, etc. and as such, inaccurate data may be output by the GPS where all relevant conditions are not met. The Customer hereby agrees and acknowledges that data provided by the GPS is for reference only.

Sepura does not warrant the reliability of the radio's Bluetooth. The radio's detection of, or connection to other devices using Bluetooth may be compromised if the radios are not within signal range of the other devices or if signals are blocked by obstacles or other local conditions arise causing signal interference or device failure.

Sepura does not warrant the reliability of the radio's Wi-Fi. The radio's detection of, or connection to other devices or infrastructure using Wi-Fi may be compromised if the radios are not within signal range of the other devices or infrastructure or if signals are blocked by obstacles or other local conditions arise causing signal interference or device / infrastructure failure.

Sepura does not warrant the reliability of TETRA Data Communications. The radio's ability to send and receive data across a TETRA network may be compromised if the radios are not within TETRA network coverage or if coverage is blocked by obstacles or other local conditions arise causing network failure.

Whilst every effort is made to ensure the reliability of the Software, the nature of the technology and the circumstances of use are such that Sepura cannot warrant that it will operate effectively in all circumstances and the customer is hereby advised that users should not entrust their safety to the Software. The application Software should in no way be regarded as a substitute for compliance with appropriate risk assessment and other safety procedures and practices.

As such, and specifically in respect of the application Software:

- (a) All warranties, conditions or other terms implied by statute or common law are excluded by this Licence. For the avoidance of doubt, no term is to be implied as to the fitness for purpose or satisfactory quality of the Software.
- (b) To the fullest extent permitted by law, Sepura shall not be liable for any loss resulting wholly or partly from any failure of, or reliance placed on, the Software, whether caused by the negligence of Sepura or otherwise. The customer recognises, and shall ensure that users of the Software recognise, that the radio may be used in inherently dangerous situations. In these circumstances, the customer hereby waives, and shall ensure that the users waive, any claim that might be suffered as a consequence of such situations where it might otherwise be argued that the Software had caused or contributed to injuries. In any

event, Sepura shall not be held liable for any act, omission, negligence or default of the user, its servants, agents or employees, including without limitation any failure to comply with appropriate safety procedures and/or Sepura's instructions regarding use of the Software.

- (c) The customer shall ensure that all users of the Software fully understand and agree to these conditions and the customer shall take all necessary steps to ensure compliance by all users with such clauses. The customer and all users should seek appropriate assistance should any difficulties arise in the operation of the Software.
- (d) Marketing material issued on behalf of Sepura intended for general guidance only. No warranty is given as to the accuracy of any such material and Sepura shall not be liable for any loss resulting from reliance thereon.

**Limited Warranty:**

Sepura warrants that the media on which the Software is distributed will be free from defects for a period of twelve (12) months from the date of delivery. Sepura does not warrant that the Software will meet any requirements or that operation of the Software will be uninterrupted or that the Software is error free.

In the event of a defect in Software arising within twelve (12) months from the date on which the Software is available for use, Sepura shall use its reasonable endeavours to correct such defects at the earliest opportunity or replace it at its option.

Notwithstanding the aforementioned, Sepura warrants that the Software is free from;

- Viruses that could have been detected by using the latest (at the date of dispatch) standard, commercially available virus detection software; and
- Forms of "electronic possession" and "logic bombs", which expressions shall have meanings as they are generally understood within the computing industry.

Where a defect in Software is discovered and notified to Sepura, Sepura agrees to respond and correct such errors. The manner and speed of the response is dependent upon the Error Priority assigned by Sepura and defined below:

**Error Priority A:**

This priority will be assigned to errors that are recurring, catastrophic failures for which no viable work around exists. Errors given this priority are those that render the Software, or any substantial functionality of the Software, unusable. Sepura shall use its reasonable endeavours to provide a work-around, where possible, within 7 (seven) working days of the report of the error and a code correction within 30 (thirty) working days from the day Sepura has received the notice of the error. After the initial seven day period and until a code correction is delivered, Sepura shall report at reasonable intervals its continuing efforts and progress in producing a code correction.

**Error Priority B:**

This priority will be assigned to those errors that result in serious inconvenience to the users of the Software or that substantially impact the work operation, and for which no viable work around exists. Sepura shall use its reasonable endeavours to provide an avoidance procedure within 30 (thirty) working days of the report of the error and a code correction within 4 (four months) months from the date Sepura received the notice of the error. After the initial thirty day period and until a code correction is delivered, Sepura shall report at reasonable intervals its continuing efforts and progress in producing a code correction.

**Error Priority C:**

Errors given this priority are those that can easily be avoided, worked around or accommodated without any serious loss in functionality. Sepura shall use its reasonable endeavours to provide an error avoidance procedure within a reasonable period of time.

1. *An error with Priority 'C' may be inherently fixed as a result of a software upgrade resulting from the clearance of a Priority 'A' or 'B' error.*
2. *For an error of any Priority identified during the warranty period, Sepura shall resolve it even if resolution continues beyond expiry of the warranty period.*

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