

SCHEDULE 2

Order Form

The purpose of the Order Form is to specify the requirements of the Customer for the Services ordered under the Call-Off Contract. The Order Form cannot be used to alter existing terms or add any supplementary terms that materially change the Services offered by the Contractor and defined in the tender documents.

Date	9th January 2026	Order Reference	NOTTS-000386
Lot	Lot 4 Hardware, Software & Associated Services	Framework Reference	ICT Framework 2024/S 000-039511)

FROM:

Contracting Authority	The Police and Crime Commissioner for Nottinghamshire.
Customer	The Police and Crime Commissioner for Nottinghamshire
Customer's Address for Notices	Joint Police and Fire Headquarters, Sherwood Lodge, Arnold, Nottingham NG5 8PP
Invoice Address	Invoicing@notts.police.uk Joint Police and Fire Headquarters, Sherwood Lodge, Arnold, Nottingham, NG5 8PP
Principal Contact	Name: [REDACTED] Address: Joint police and Fire Headquarters, Sherwood Lodge, Arnold, Nottingham NG5 8PP Phone: [REDACTED] e-mail: [REDACTED]

TO:

Contractor	Softcat plc
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Contractor's Address for Notices	C/O Legal Team, Softcat plc, Solar House, Fieldhouse Lane, Marlow, Buckinghamshire SL7 1LW and copied via e-mail to legal@softcat.com
Account Manager	Name: [REDACTED] Address: Softcat plc, Solar House, Fieldhouse Lane, Marlow, Buckinghamshire SL7 1LW Phone: [REDACTED] e-mail: [REDACTED]

1. CONTRACT PERIOD

1.1 This Call-Off Contract shall take effect on 16th **January 2026** (the "Commencement Date").

1.2 The Contract Period shall be: **3 year term**

Year 1 – 16th January 2026 – 15th January 2026

Year 2 – 16th January 2027 – 15th January 2027

Year 3 – 16th January 2028 – 15th January 2029

2. REQUIREMENTS

2.1 Quality Standards

1.1. The Force requires the replacement of ninety- two (92) existing CISCO 3850 Series Edge Switches and Sixty (60) stack kits before these devices reach end of life. For consistency, these will need to be replaced with CISCO 9350 Series Edge Switches.

1.2. Key requirements:

- **Total Quantity:**

- 92 - port switches (24 & 48)
- 92 - 5 term licences
- 60 - Stack Kits

- **Replacement Schedule:** Over a three-year period (Section 3)

- **Licensing:** Each switch must include a 5-year term license

2.3 The Force requires the replacement of six (6) existing NEXUS switches. These should be replaced with CISCO Nexus 9K C93108-TX-E switches, each supplied with

- 7-year Essentials Subscription License
- 24/7 Support

2.2 Relevant Convictions

Where applicable, for the purposes of the Call-Off Terms, a Relevant Conviction is:
Not Applicable

2.3 Premises

The Services shall be performed at: **Joint Police and Fire Headquarters, Sherwood Lodge, Arnold Nottingham, NG5 8PP**

3. CALL OFF TERMS AND CONDITIONS

The following terms and conditions for call off will apply:	(ü)
Goods and Services Call off terms	x
Software licences and support services standard terms and conditions	x
Contractor EULA	

4. DATA HANDLING

The data handling schedule for the following category will apply:	(ü)
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Data Handling Schedule 5 Category 4 Police	X
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5. DELIVERABLES

1.3. The Force requires the replacement of ninety- two (92) existing CISCO 3850 Series Edge Switches and Sixty (60) stack kits before these devices reach end of life. For consistency, these will need to be replaced with CISCO 9350 Series Edge Switches.

1.4. Key requirements:

- **Total Quantity:**

- 92 - port switches (24 & 48)
- 92 - 5 term licences
- 60 - Stack Kits

- **Replacement Schedule:** Over a three-year period (Section 3)
- **Licensing:** Each switch must include a 5-year term license

2.3 The Force requires the replacement of six (6) existing NEXUS switches. These should be replaced with CISCO Nexus 9K C93108-TX-E switches, each supplied with

- 7-year Essentials Subscription License
- 24/7 Support

3. Replacement Schedule.

3.1 CISCO Edge Switches replacements for each contract year.

Description	Yr1 Units	Supply & Delivery of Stock by	Yr2	Supply & Delivery of Stock by	Yr3	Supply & Delivery of Stock by
Catalyst 9300L 24p PoE, Network Essentials, 4x10G Uplink	10	15/01/2026	10	04/05/2027	10	02/05/2028
C9300L Cisco DNA Essentials, 24-port, 5 Year Term license	10	15/01/2026	10	04/05/2027	10	02/05/2028
Catalyst 9300L 48p PoE, Network Essentials, 4x10G Uplink	22	15/01/2026	20	04/05/2027	20	02/05/2028
C9300L Cisco DNA Essentials, 48-port, 5 Year Term license	22	15/01/2026	20	04/05/2027	20	02/05/2028
Stack Kit for C9300L SKUs – Includes 2 Stack Adaptors and 1 Stack Cable	20	15/01/2026	20	04/05/2027	20	02/05/2028

Usage and access to the Cisco Technology is subject to the Cisco+ End User Terms and Conditions available at <https://www.cisco.com/c/en/us/products/collateral/nb-06-plus-as-a-service/end-user-terms-conditions.html>

6. MANAGEMENT INFORMATION

Not Applicable

7 (a) PAYMENT & TERMS
<p>The estimated charges in year 1 is £ [REDACTED]</p> <p>Estimated charges over the contract term is £476,355.83</p> <p>Year 1 - £ [REDACTED]</p> <p>Year 2 - £ [REDACTED] (subject to price increase)</p> <p>Year 3 - £ [REDACTED] (subject to price increase)</p> <p>The Customer must pay the Contractor the Charges within 30 days of receipt of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice.</p> <p>A Contractor invoice is only valid if it:</p> <ul style="list-style-type: none">• includes all appropriate references including the Contract reference number and other details reasonably requested by the Customer• includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)• does not include any Management Charge (the Contractor must not charge the Customer in any way for the Management Charge)
7 (b) ADJUSTMENT TO PAYMENT TERMS

1.1. Payment of hardware

Purchase Order (PO) will be raised for hardware after delivery of goods have been received and invoiced.

1.2. Payment of Licences and support.

Purchase order (PO) will be raised each year over the 3 years for the 5 term licences on delivery and installation of the Hardware.

Year 1 cost will be fixed as per Document 4 – Bidders pricing Schedule

The Contractor may increase the charges during the Term of this Contract by giving notice to the Customer at any time to reflect any increase in the cost of the deliverables or otherwise performing its obligations due to any factor beyond Contractor’s control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, logistics and other costs).

The Contractor shall use reasonable endeavours to provide the Customer with as much notice as possible of any price revisions.

8 SPECIAL TERMS

8.1 Required Insurances

Not Applicable

<i>Insurance</i>	<i>Level/cover</i>

8.2 Additional Terms

Not Applicable

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Contract.

For and on behalf of the Contractor:

Name and Title	
Position	Emergency Services Deputy Team Leader Senior Account Manager

Signature	
Date	20.01.2026

For and on behalf of the Customer:

Name and Title	
Position	<i>Deputy Chief Finance Officer</i>
Signature	
Date	20.01.2026

SCHEDULE 3

Call-Off Terms

BACKGROUND

Softcat Plc (the "**Contractor**") entered into an agreement (the "**Framework Agreement**") on [Guidance: Insert date of Framework Agreement] with the Police Fire and Crime Commissioner for Northamptonshire (the "**Commissioner**") relating to the supply of certain goods and services.

The Commissioner created the Framework Agreement on behalf of the Contracting Bodies so that Contracting Bodies could access the Framework for the purchase of certain goods and services as defined in the Framework Agreement.

The Customer placing the Order is one of the Contracting Bodies and it is placing such Order on the basis that the Call-Off Terms shall apply to the resulting contract and the Contractor has agreed (in the Framework Agreement) that these terms shall apply to the supply and purchase of such goods and services.

Formation

Each Order that the Customer places pursuant to the Framework Agreement is subject to and shall be deemed to incorporate these Call-off Terms which shall form part of the Call-Off Contract to the exclusion of any terms and conditions which the Contractor may seek to impose under any quotation, confirmation of order, invoice or similar document. By entering into the Framework Agreement, the Contractor agrees to the application of these Call-off Terms to the Call-Off Contract. The Contractor and the Customer agree that any other terms or conditions (whether or not inconsistent with these Call-off Terms) contained or referred to in any correspondence or any documentation submitted by the Contractor or elsewhere implied by custom, practice or course of dealing shall not apply.

The placing of an Order by the Customer on the Contractor shall create a contract in respect of the Goods and Services and require the Contractor to supply the Goods and perform (or procure the performance of) the Services in accordance with these Call-Off Terms.

For the avoidance of doubt, each Call-Off Contract shall survive the expiration or termination of the Framework Agreement.

Call-Off terms

- Goods and Services call-off terms
- Software Licence and Support Services standard terms and conditions; and
- The following Special Terms
 - Data handling schedule Category 4 Police

Commented [JC1]: Not applicable as there is no grant of licence to Softcat IP. This is third party, Cisco, software.