# Netcall Order Form for the Supply of Software, Hardware and Services

**Order Ref: 220812** **Date: 06 March 2019**

**Netcall Telecom Limited ("Netcall")** has agreed to supply and **Department of Health and Social Care**, with its place of business at 39 Victoria Street, Westminster, London SW1H 0EU (**"Customer"**) has agreed to purchase the following hardware, software and/or services as specified in this Order Form subject to the terms herein.

1. **Hardware: [Not applicable]**

2. **Software: [Not applicable]**

3. **Services**

3.1 **Implementation Services: [Not applicable]**

3.2 **Hosted Services: [Not applicable]**

3.3 **Support and Maintenance Services (also referred to as SolutionCare):**

3.3.1 Support and maintenance services comprise the following: (i) a helpdesk through which Customer shall report all service requests to Netcall and Customer shall ensure that only Customer's nominated and suitably trained support contacts submit service requests; (ii) Netcall's reasonable endeavours to correct material, reproducible and documented errors in the Supported Software (whether by fix, workaround or new release); and, (iii) as and when available the provision of new releases of the Software (Netcall Owned) (being point releases of the same functionality of that software and shall not include any additional functionality subsequently added by Netcall). The support and maintenance services only provides repair or replacement of the Supported Hardware (on the basis that replacement parts for or units of such hardware remain reasonably commercially available).

3.3.2 Level, Hours and Initial Term of support and maintenance services as follows:

| SolutionCare - Level | Description | Initial Term |
|---|---|---|
| Enhanced | • Service Hours: 7am – 7pm (UK time) x 365 days cover<br>• Helpdesk<br>• 60 minute response time<br>• P1 issues fix/workaround in 2 working hours<br>• P2 issues fix/workaround in 4 working hours<br>• P3 issues fix/workaround in 8 working hours<br>• Software release installations carried out remotely during Service Hours<br>• Supported Hardware faults: 4 working hours onsite response<br>• Remote monitoring during Service Hours<br>• Annual training – 1 attendee for 1 day at Netcall premises in UK<br>• 6 IVR/prompt recordings and configuration (1 half-day session annually) | The Initial Term shall commence on 01 July 2019 and shall continue until 30 June 2020. |

- All response and fix/workaround times are based on time during service availability (Service Hours) and are estimates which Netcall is obliged to use reasonable endeavours to achieve.
- Target fix/workaround hours begin after initial response target.
- Fault classifications:
  - P1 is defined as System inoperable, loss of critical system functionality.
  - P2 is defined as System operable but with loss of significant system functionality.
  - P3 is defined as System operable but with loss of minor system functionality, user inconvenience.
- Delivery of any remote services and support is subject to an IPsec VPN (a strongly secure and persistent remote connection) between Netcall and Customer.
- Remote software installations are to carry out an installations only and are subject to a reasonable amount of effort. Effort relating to installation planning, project management, implementation, testing and other assistance (including any onsite attendance) is not included and must be purchased as additional services.

- IVR/prompt recordings apply only to Software (Netcall owned).
- SolutionCare only covers the Supported Software and does not cover any customisations and/or modifications which are not performed by Netcall or any models created by Netcall's Eden software.

**3.4 Managed Services:**

| Subscription | Description | Initial Term |
|---|---|---|
| Speech Recognition and Tuning | Required for ContactPortal/Operator Services to maintain optimum performance, includes:<br>• quarterly upload of the current custom dictionary<br>• quarterly remote dialler system tuning with activity report<br>• professional rerecording of names | The Initial Term shall commence on 01 July 2019 and shall continue until 30 June 2020. |

- Delivery of remote services is subject to an IPsec VPN (a strongly secure and persistent remote connection) between Netcall and Customer.
- Services applies only to Netcall's standard software and does not cover any other software e.g. customisations, modifications, models created by Netcall's Eden software.
  The Managed Services are only for Customer's internal use.

**4. Special Terms and Conditions:**

Netcall and Customer have agreed the following variations to the provisions of the Agreement that shall apply only to this Order Form.

4.1 For the avoidance of doubt, the SolutionCare services and Managed services detailed in this Order Form relates to the hardware and software previously purchased by Customer via third party reseller [redacted] and detailed in previous Order Form agreed between Netcall and Customer (Ref: 220812) dated 27 June 2018.

**5. Price:**

| Item Ref | Description | Price | Invoiced |
|---|---|---|---|
| 3.3 | SolutionCare services and support (**per annum**) | | |
| | For the period from 01 July 2019 until 30 June 2020 (for the existing hardware and existing software) | [redacted] | **Annually in advance** |
| 3.4 | Managed services (**per annum**) | | |
| | For the period from 01 July 2019 until 30 June 2020 | [redacted] | **Annually in advance** |

- All prices exclude VAT which is additionally payable by the Customer.
- Netcall's working/man day for the purposes of providing services charged on a daily basis is a 7.5 hour period during a Working Day. Travel time to Customer's premises shall be charged on a pro rata hourly basis where this exceeds one hour for the return journey.
- Netcall may without prejudice to its other rights and/or remedies suspend Customer's right to use the Software and/or suspend Netcall's provision of the Services (or any part thereof) and/or the performance of its obligations

under this Agreement if Customer fails to pay any amount due to Netcall on time under any contract between the parties.

- The prices quoted in this Order Form in relation to Implementation Services are inclusive of travelling, accommodation and subsistence expenses incurred by Netcall.
- Netcall may recharge Customer at cost all fees levied by the relevant third party for any changes to the N3 connection used by Customer which are required as a result of the deployment and/or provision the system and services procured by Customer hereunder. Such fees may be invoiced by Netcall monthly in arrears.
- Unless otherwise stated, all prices are applicable if Customer executes this Order Form by 01 July 2019.

**Netcall and Customer agree that this Order Form is subject to the provisions of Netcall's Standard Terms & Conditions for the Supply of Software, Hardware and/or Services (version 250618) which are set out at www.netcall.com/standardterms3, a hard copy of which is available from Netcall on request. For the avoidance of doubt the terms of any Customer purchase order shall be for information purposes only.**

**Please sign below as confirmation that Customer wishes to purchase and Netcall shall supply the hardware, software and/or services as set out in this Order Form on the terms as set out herein.**

Signed as an authorised signatory, for and on behalf of **Customer**

[redacted]

Signed as an authorised signatory, for and on behalf of **Netcall**

[redacted]

NETCALL TELECOM LIMITED, a company registered in England (Company number 02831215) with its registered office at 1st Floor, Building 2, Peoplebuilding Estate, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 4NW, UK