# **Order Form**

CALL-OFF REFERENCE: C385633

THE BUYER: UK Health Security Agency

BUYER ADDRESS Manor Farm Rd, Porton Down, Salisbury SP4 0JG

THE SUPPLIER: ESRI (UK) Limited

SUPPLIER ADDRESS: Millennium House, 65 Walton Street, Aylesbury,

Buckinghamshire HP21 7QG

REGISTRATION NUMBER: 01288342

DUNS NUMBER: 226271518

SID4GOV ID: 213021

Framework Ref: RM6259 Vertical Application Solutions

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#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **27/08/2025** It's issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

# CALL-OFF LOT(S):

Lot 3 - Housing, Environment and Planning Solutions

Product ID: V300144: Government Agency 3 year EA bundle

#### **CALL-OFF INCORPORATED TERMS**

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

- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6259
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6259
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for C385633
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 6 (ICT Services) Option 3 applies, Supplier ownership of New IP with Buyer rights for the current contract only
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6259
- 7. Call-Off Schedule 24 (Supplier-Furnished Terms)

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.

#### **CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract: None

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CALL-OFF START DATE: 01 September 2025

CALL-OFF EXPIRY DATE: 31 July 2028

CALL-OFF INITIAL PERIOD: 35 months

#### **CALL-OFF DELIVERABLES**

As detailed in the Enterprise Agreement between Supplier and Buyer effective **1st** August 2025 (**"EA"**); in particular:

Supplier Professional Services: provision of consultancy services for the implementation / configuration of software products.

Supplier COTS Training Courses: provision of training services in the provision of the identified courses; including any associated training documentation which may be provided for the purpose of Buyer personnel receiving the Training.

COTS Software: Esri Inc (defined below) or Supplier COTS Software: licensed in accordance with the terms set out in Call-Off Schedule 24 (Supplier-Furnished Terms).

Software as a Service (SaaS) / Data as a Service (DaaS) Terms: Esri UK Online Services: licensed in accordance with the terms set out in Call-Off Schedule 24 (Supplier-Furnished Terms).

Software Support and/or Maintenance: such is provided in accordance with the terms set out in Call-Off Schedule 24 (Supplier-Furnished Terms).

## **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is (not including VAT).

# **CALL-OFF CHARGES**

Year 1: Year 2: Year 3:

Total: £1,128,000

#### REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

#### **PAYMENT METHOD**

Monthly in arrears by BACs or alternative payment method as agreed between the Buyer and the Supplier.

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- Submitted invoices must be accompanied by supporting information including: completed timesheets for amounts set out in the relevant invoice;
- such other information as the Buyer (acting reasonably) may require in order to verify the invoiced amounts.

### **BUYER'S INVOICE ADDRESS:**

Accounts Payable UK Health Security Agency (UKHSA) Manor Farm Road Porton Down Salisbury SP4 0JG

Email invoices to

# BUYER'S AUTHORISED REPRESENTATIVE



UK Health Security Agency, 10 South Colonnade, London E14 4PU

# **BUYER'S ENVIRONMENTAL POLICY**

Not applicable

**BUYER'S SECURITY POLICY** 

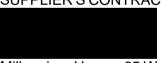
Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE



Millennium House, 65 Walton Street, Aylesbury HP21 7QG

# SUPPLIER'S CONTRACT MANAGER



Millennium House, 65 Walton Street, Aylesbury HP21 7QG

# PROGRESS REPORT FREQUENCY

# Not applicable

#### PROGRESS MEETING FREQUENCY

The Supplier will attend meetings with the contract manager, as required, to discuss any potential risks to contract delivery and any areas where improvements can be made.

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**KEY STAFF** 

Commercial Representative	
Senior Responsible Officer (SRO)	
Operational Contract Manager (OCM)	

# KEY SUBCONTRACTOR(S)

# Not applicable

# COMMERCIALLY SENSITIVE INFORMATION

Individual unit pricing detailed in the EA and in this Order Form. The 'Total' price is not considered commercially sensitive, save where the total quantity of licences is provided together with the total price.

The EA.

SERVICE CREDITS

# Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE
Not applicable
SOCIAL VALUE COMMITMENT
Not applicable

Signed for and on behalf of the Supplier:	Signed for and on behalf of the Buyer:
Full Name:	Full Name:
Job Title/Role:	Job Title/Role:
Date Signed: 27/08/2025	Date Signed: 28/08/2025

# Joint Schedule 11 (Processing Data)

# **Definitions**

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Processor Personnel"

all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

#### Status of the Controller

- 2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) "Controller" in respect of the other Party who is "Processor";
- (b) "Processor" in respect of the other Party who is "Controller";
- (c) "Joint Controller" with the other Party;
- (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

# Where one Party is Controller and the other Party its Processor

- 3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing:
- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables:

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- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Personal Data Breach;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

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- UK GDPR Article 46 or LED Article 37) as determined by the Controller:
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract:
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Personal Data Breach.
- 8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

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- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Personal Data Breach; and/or
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
- (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
- (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

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16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

# Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

# **Independent Controllers of Personal Data**

- 18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract:
- (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
- (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
- 23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

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requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

- 24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
  - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
  - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- (b) implement any measures necessary to restore the security of any compromised Personal Data;
- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

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- 27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

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# **Annex 1 - Processing Personal Data**

# A) Template

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
- 1.2 The contact details of the Supplier's Data Protection Officer are East Walton Street, Aylesbury, HP21 7QG
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of	The Relevant Authority is Controller and the Supplier is
Controller for each	Processor
Category of	The Parties acknowledge that in accordance with paragraph 3 to
Personal Data	paragraph 16 and for the purposes of the Data Protection
	Legislation, the Relevant Authority is the Controller and the Supplier
	is the Processor.
Duration of the	For the term of the Call Off Contract.
Processing	
Nature and	The Processor provide the Controller with the provision of the
purposes of the	software and services as detailed in this contract.
Processing	The personal data processed between the Controller and Processor
	is limited to the exchange and use of staff contact details in the
	ordinary course of business, for the purposes of the contract.
Type of Personal	The names of the parties' staff (including contractors, volunteers,
Data	and agents), their business email, business postal addresses, and
	business telephone numbers.
Categories of Data	The parties' staff (including contractors, volunteers, and agents).
Subject	

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	Locations at which	The Supplier use sub-processors to provide the software or	
	the Supplier and/or	services as detailed in this contract, including the following sub-	
	its Sub-processors	proce	ssors:
	process Personal		
	Data under this	(i)	Environmental Systems Research Institute, Inc. ("Esri Inc")
	Contract and		(for the purpose of licensing and administering access, use
	international		and support of Esri Inc products);
	transfers and legal	<i>(</i> )	
	gateway	(ii)	the hosting service providers which Supplier uses for its back
	ganeray		office systems;
		(iii)	the hosting service providers which Esri UK uses for its online
		()	services (where you subscribe to Esri UK's online services;
			,
		(iv)	the third party owner or licensor of any third party software
			and/or third party data (for the purpose of licensing and
			administering access, use and support of the third party
			software and/or third party data);
		(v)	the providers and/or organisers of training venues which
		(*)	Supplier uses for the provision of external training (where
			Customer attends Esri UK external training), including
			Logitrain (UK) Ltd, Imparando City of London Learning Centre,
			Chartered ICES (Chartered Institution of Civil Engineering
			Surveyors), Edinburgh Training Centre Ltd, Garsdale Design
			Ltd;
		(vi)	the venue providers, organisers and third parties that Esri UK
			uses for its conferences and events (where Customer attends
			Esri UK conferences or events)
	services as detailed in this contract, process Personal Data in t		sub-processors used by the Supplier to provide the software or
			ces as detailed in this contract, process Personal Data in the EU
			would only process Personal Data outside the EU where the
requirements under paragraph 6		requir	rements under paragraph 6 (d) of the Joint-Schedule 11 have

Plan for return and destruction of the data once the Processing is complete

The Processor shall return all the Personal Data to the Controller and delete upon expiry of the contract.

Controller and conditions set out being fulfilled.

been fulfilled, which include written consent obtained from the

UNLESS requirement under Union or Member

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State law to	
preserve that type	
of data	

# Supplier's sub-processors:

Buyer hereby grants Supplier written authorisation for Supplier to use sub-processors to provide the products, software or services (as applicable), including the following sub-processors:

- (i) Environmental Systems Research Institute, Inc. ("Esri Inc") (for the purpose of licensing and administering access, use and support of Esri Inc products);
- (ii) the hosting service providers which Supplier uses for its back office systems;
- (iii) the hosting service providers which Esri UK uses for its online services (where you subscribe to Esri UK's online services;
- (iv) the third party owner or licensor of any third party software and/or third party data (for the purpose of licensing and administering access, use and support of the third party software and/or third party data);
- (v) the providers and/or organisers of training venues which Supplier uses for the provision of external training (where Customer attends Esri UK external training), including Logitrain (UK) Ltd, Imparando City of London Learning Centre, Chartered ICES (Chartered Institution of Civil Engineering Surveyors), Edinburgh Training Centre Ltd, Garsdale Design Ltd;
- (vi) the venue providers, organisers and third parties that Esri UK uses for its conferences and events (where Customer attends Esri UK conferences or events).

# B) Framework Contract Personal Data Processing

Description	Details

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Identity of	The Relevant Authority is the Controller and the Supplier is
Controller for each	Processor
Category of Personal Data	The Parties acknowledge that in accordance with paragraph 3 to
Personal Data	paragraph 16 and for the purposes of the Data Protection
	Legislation, the Relevant Authority is the Controller and the Supplier
	is the Processor of the following Personal Data.
	le une i recessor er une rememmig i ereemar Data.
Duration of the	Up to five years after the expiry or termination of the Framework
Processing	Contract
Natura and	To to differ the fulfilles out of the Orangian and in the constitutions of the constitution of
Nature and	To facilitate the fulfilment of the Supplier's obligations arising under
purposes of the	this Framework Contract including
Processing	uns i famework contract moldaling
	Ensuring effective communication between the Supplier and the Relevant Authority
	II. Maintaining full and accurate records of every Call-Off
	Contract arising under the Framework Contract in
	accordance with Core Terms Clause 15 (Record Keeping
	and Reporting)
Type of Personal	Includes:
Data	Contact details of, and communications with, Relevant
	Authority staff concerned with management of the
	Framework Contract
	II. Contact details of, and communications with, Buyer staff
	concerned with award and management of Order Call-Off
	Contracts awarded under the Framework Contract,
	III. Contact details, and communications with, Sub-contractor
	staff concerned with fulfilment of the Supplier's obligations
	arising from this Framework Contract

Framework Ref: RM6259 Vertical Application Solutions Project Version: v1.0

Model Version: v3.8

# Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2022

	T
	Contact details, and communications with Supplier staff concerned with management of the Framework Contract
Categories of Data Subject	<ul> <li>Includes:</li> <li>I. Relevant Authority staff concerned with management of the Framework Contract</li> <li>II. Buyer staff concerned with award and management of Call-Off Contracts awarded under Framework Contract</li> <li>III. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract</li> <li>Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract</li> </ul>
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	All relevant data to be deleted 5 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder

Framework Ref: RM6259 Vertical Application Solutions Project Version: v1.0 Model Version: v3.8

# CALL-OFF SCHEDULE 24 (SUPPLIER-FURNISHED TERMS)

# Part 1A Non-COTS Third Party Software

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 10.1.1 are detailed in Annex 1.

#### Part 1B COTS Software

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 10.1.2 are detailed in Annex 2

# Part 1C Software as a Service (SaaS) Terms

Terms for provision of a Software as a Service in accordance with Call-Off Schedule 6 Paragraph 10.2 are detailed in Annex 3.

# Part 1D Software Support and/or Maintenance Terms

Terms for provision of Software Support and/or Maintenance services in accordance with Call-Off Schedule 6 Paragraph 10.3 are detailed in Annex 4.

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Annex 1

N/A

Framework Ref: RM6259 Vertical Application Solutions Project Version: v1.0

Model Version: v3.8

Docusign Envelope ID: 41201D83-50E7-4245-93D1-AC584FB7D4C6

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# Annex 2

Environmental Systems Research Institute, Inc. ("Esri" or "Esri Inc") software products: the EA.

The EA shall be signed by both the Buyer and Supplier

Supplier software products (namely UK Data Loader): the 'Esri UK Software Licence Agreement' available at: https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions.

Framework Ref: RM6259 Vertical Application Solutions

Docusign Envelope ID: 41201D83-50E7-4245-93D1-AC584FB7D4C6

#### **Confidential External**

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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# Annex 3

Supplier software as a service / Supplier online services (namely Maps+): the 'Esri UK Managed Cloud and Online Service Terms' available at: https://www.esriuk.com/engb/legal/uk/terms-and-conditions.

The OS Premium Data is licensed subject to the Buyer's OS Agreement (OS PSGA) with OS.

Framework Ref: RM6259 Vertical Application Solutions

Docusign Envelope ID: 41201D83-50E7-4245-93D1-AC584FB7D4C6

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# Annex 4

Support and maintenance: the 'Esri UK Standard Support Policy' Available at: https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions.

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