

Direct award (Order Form and Call-Off Schedules)
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02 May 2023 | 15:3

Direct award Order Form

CALL-OFF REFERENCE: RM3808-1625

THE BUYER: UK Export Finance

BUYER ADDRESS: 1 Horse Guards Road, Middlesex, England, SW1A 2HQ

SUPPLIER REFERENCE RM3808-Lot6-VodafoneLtd-#101 - Vodafone
Inclusive Value Price Plans Term and Spend

THE SUPPLIER: Vodafone Limited

SUPPLIER ADDRESS: Vodafone House, The Connection, Newbury,
Berkshire RG14 2FN

REGISTRATION NUMBER: 01471587

DUNS NUMBER: 226488435

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23/03/2023

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 6 Mobile Voice & Data Services

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) RM3808
3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

Framework Ref: RM3808
Project Version: v1.1
Model Version: v3.2 Vodafone Direct Award Version
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- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **RM3808-1625**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)
4. CCS Core Terms (version 3. 0.5)
 5. Joint Schedule 5 (Corporate Social Responsibility)

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**Special Term 1 – COVID 19**

As a result of the COVID-19 pandemic, Vodafone and its subcontractors may be required to implement a number of measures in order to protect its employees, customers and the general UK population.

If in Vodafone's opinion the provisioning, installation, testing, maintenance and/or repair of Services which require access to or working at Customer premises would present a risk to the health and safety of Vodafone's employees (or those of its subcontractors), the Customer, its employees and users, or the public, Vodafone may be obliged to delay such actions in respect of those Services and will adjust the dates included in any project implementation plan (or similar delivery plan) accordingly.

In addition, the COVID-19 pandemic, the actions of the UK Government (and any other governments or official bodies), and the impacts on global supply and distribution, are beyond Vodafone's control and may affect the performance of its obligations.

In every such case, whilst Vodafone will continue to do its best to mitigate the impact on its customers, for the duration of these events, where Vodafone cannot meet any

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(a) delivery dates (for hardware or services) or needs to adjust implementation plans, or (b) relevant Service Levels (or similar Service performance criteria), it is relieved of any accompanying liability or obligations to pay any corresponding service credits or similar payments.

CALL-OFF START DATE **22 May 2023**

CALL-OFF EXPIRY DATE **21 May 2025**

CALL-OFF INITIAL PERIOD 24 Months

CALL-OFF OPTIONAL EXTENSION PERIOD - 12 Months

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Buyer may terminate this Call-Off Contract at any time by giving the Supplier not less than 30 days' prior written notice. If the Buyer terminates this Call-Off Contract prior to the expiry of the Call-Off Initial Period, or any applicable Extension Period, the Buyer shall pay the Supplier the early termination charges as set out in the Supplier's Service Offer.

CATALOGUE SERVICE OFFER REFERENCE: RM3808-Lot6-VodafoneLtd-
#101 - Vodafone Inclusive Value Price Plans Term and Spend

CALL-OFF DELIVERABLES

Deliverable 1: NS2 Inclusive Value 250MB 1m Sharer; Quantity: 450

Deliverable 2: 2000GB Additional Shared Data; Quantity: 1

Deliverable 3: PS MBB Value Unl Data SIMO; Quantity: 1

Deliverable 4: ZTE 5G Mobile Hotspot 2022 (216155); Quantity: 1

Optional Deliverable 5: 1000GB Additional Shared Data; Quantity: 1

Spend Manager

The Buyer has opted into Vodafone Enterprise Spend Manager.

Usage Limits:

Individual UsageCap: Spend Manager 400 inc VAT

The usage limit(s) that the Buyer has applied will be sent by SMS to the Lead Connection and/or the applicable connection(s).

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 £52,976

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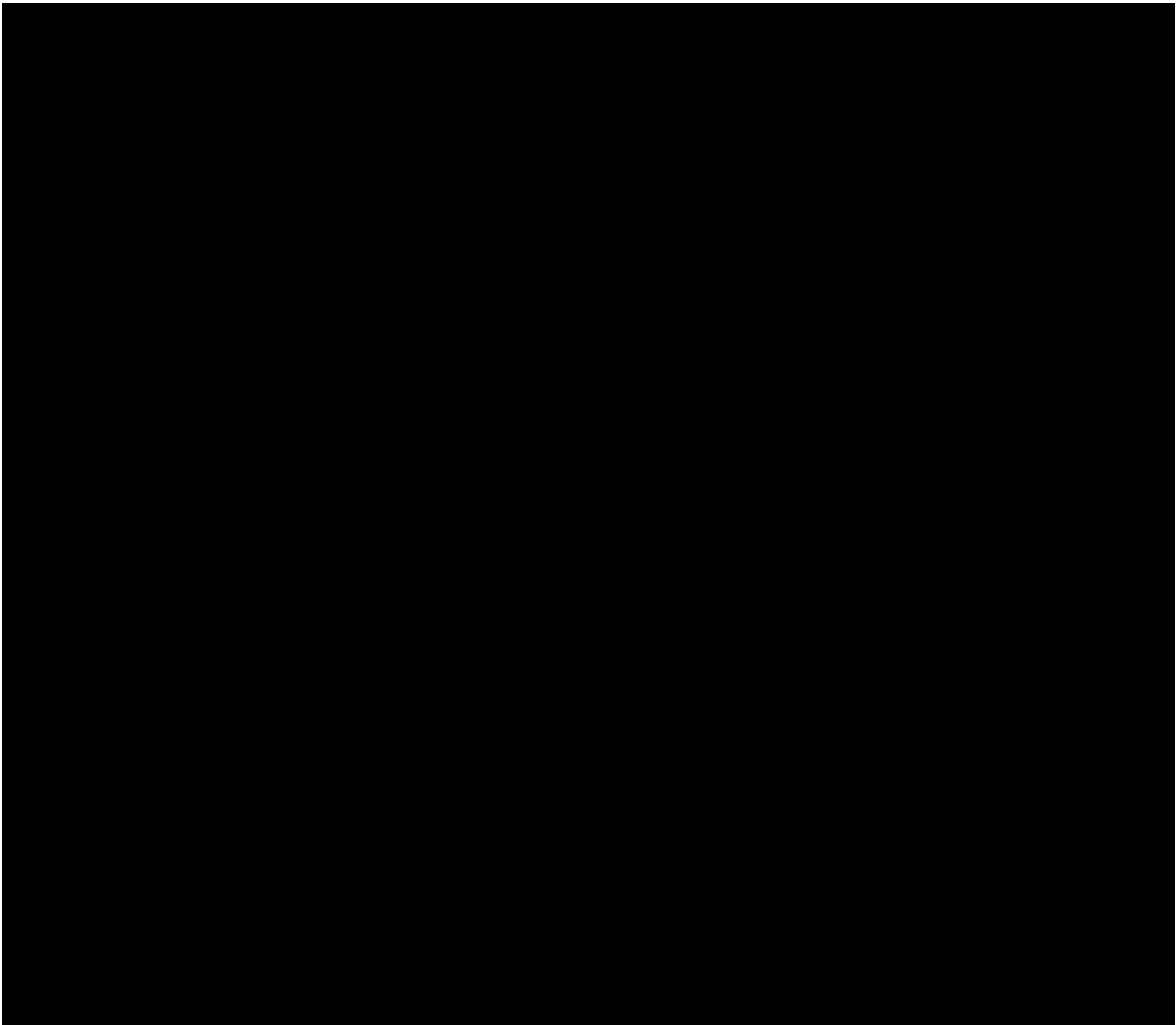
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CALL-OFF CHARGES



Minimum Spend: £89,617.20

Estimated total spend (with optional 1TB and CTN increase to 700): £158,400

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:



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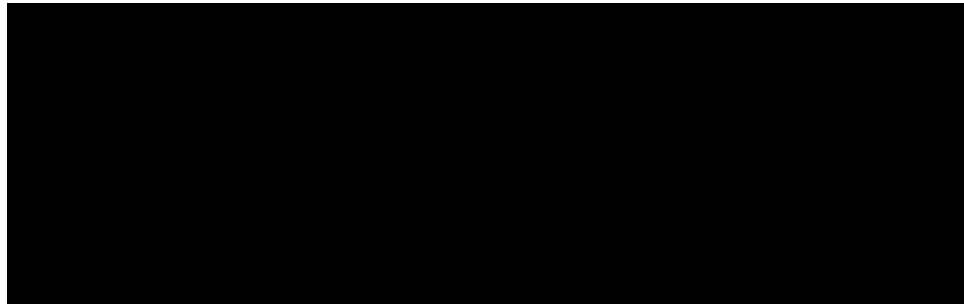
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BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

Not Applicable

ADDITIONAL INSURANCES

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

GUARANTEE

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

SOCIAL VALUE COMMITMENT



STAFF TRANSFER

Not Applicable

QUALITY PLAN

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

MAINTENANCE OF ICT ENVIRONMENT

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

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In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply

BUYER'S SECURITY POLICY

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

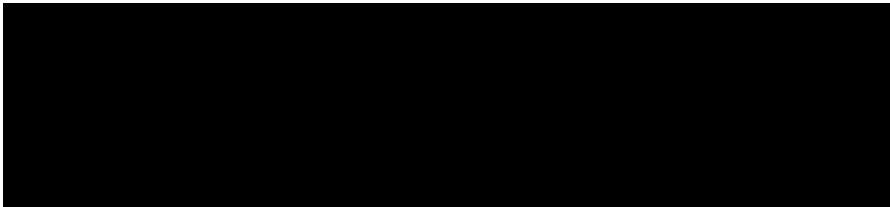
Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits).

The required Service Maintenance Level is Level 1

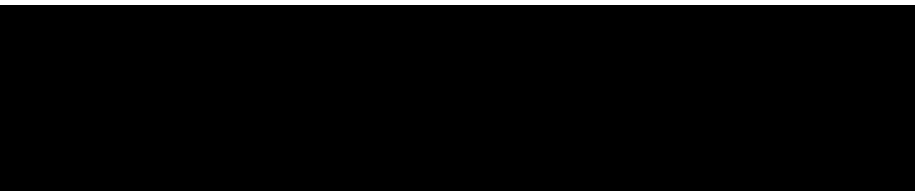
The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is one (1) Month

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

Monthly, 3 days after billing date

PROGRESS MEETING FREQUENCY

Monthly, 3 days after billing date

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OPERATIONAL BOARD

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

KEY STAFF

Not applicable.

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	