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

Order Form

CALL-OFF REFERENCE:

THE BUYER: UK Health Security Agency (UKHSA)

BUYER ADDRESS   UKHSA 10 South Colonnade LondonE14 4PU
THE SUPPLIER: Softcat PLC

SUPPLIER ADDRESS: Solar House, Fieldhouse Lane, Marlow,
                                 Buckinghamshire, United Kingdom, SL7 1LW

REGISTRATION NUMBER: 02174990

DUNS NUMBER: 39-733-3253

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of last signature.
It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):
Lot 3

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) RM6098
3. Framework Special Terms

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6098
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 6 (Key Subcontractors)
    - o Joint Schedule 7 (Financial Difficulties) [including Annex 5 – Optional Terms for Bronze Contracts] – Not Applicable
    - o Joint Schedule 8 (Guarantee) – Not Applicable
    - o Joint Schedule 9 (Minimum Standards of Reliability) – Not Applicable
    - o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data) – Not Applicable
    - o Joint Schedule 12 (Supply Chain Visibility) – Not Applicable

- Call-Off Schedules for RM6098
    - o [Call-Off Schedule 1 (Transparency Reports)] – Not Applicable
    - o [Call-Off Schedule 2 (Staff Transfer)] – Not Applicable
    - o [Call-Off Schedule 3 (Continuous Improvement)] – Not Applicable
    - o Call-Off Schedule 5 (Pricing Details)
    - o [Call-Off Schedule 6 (ICT Services) including Annexes A to E
    - o [Call-Off Schedule 7 (Key Supplier Staff) – Not Applicable
    - o [Call-Off Schedule 8 (Business Continuity and Disaster Recovery) [amended for a Bronze Contract as per paragraph 10 of Part A of that Schedule]] – Not Applicable
    - o [Call-Off Schedule 9 (Security) – Not Used
    - o [Call-Off Schedule 10 (Exit Management) – Not Applicable
    - o [Call-Off Schedule 11 (Installation Works) – Not Applicable
    - o [Call-Off Schedule 12 (Clustering) – Not Applicable
    - o [Call-Off Schedule 13 (Implementation Plan and Testing) – Not Applicable
    - o [Call-Off Schedule 14 (Service Levels) – Not Applicable
    - o [Call-Off Schedule 15 (Call-Off Contract Management) – Not Applicable
    - o [Call-Off Schedule 16 (Benchmarking) – Not Applicable
    - o [Call-Off Schedule 17 (MOD Terms) – Not Applicable
    - o [Call-Off Schedule 18 (Background Checks) – Not Applicable
    - o [Call-Off Schedule 19 (Scottish Law) – Not Applicable
    - o Call-Off Schedule 20 (Call-Off Specification)
    - o [Call-off Schedule 21 (Northern Ireland Law) – Not Applicable [Call-off Schedule 22 (Lease Terms) – Not Applicable
    - o [Call-Off Schedule 23 (HMRC Terms) – Not Applicable

5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

Special Term 1.
a. The Buyer acknowledges that once an order is accepted by the Supplier, it is non-cancellable (unless otherwise permitted by the third-party vendor), and all payments made in connection with such order are non-refundable. Accordingly, the Buyer agrees not to exercise its right to terminate for convenience during the Initial Period of the Call-off Contract.
Special Term 2.
a. The Parties acknowledge that there is no intention for the Supplier to process any Customer Personal Data under this contract for the purpose of providing the deliverables. Any Personal Data Processing necessary for providing the deliverables under this contract is to be done by the relevant third-party vendor, in accordance with such third-party vendor's DPA or Privacy Policy.
Notwithstanding the above, it is acknowledged that the Customer and the Supplier shall both act as independent Controllers of the relevant contact details for the other Party, to the extent necessary to maintain the commercial relationship.

CALL-OFF START DATE: 1st September 2025

CALL-OFF EXPIRY DATE: 31st August 2026

CALL-OFF INITIAL PERIOD: 1 year

CALL-OFF OPTIONAL EXTENSION: Option to extend additional one plus one year.

CALL-OFF DELIVERABLES
Option A:
This Call-off Contract is for the provision of software and services from the following third-party Vendors:

- Infracost
- Snyk
- IriusRisk
- Localstack
- LinearB

Further details are included in Call-off Schedule 20 (Call-off Specification).

LOCATION FOR DELIVERY
Not Applicable.
DATES FOR DELIVERY

Option A: Delivery date details: Estimated delivery date of 1st September 2025. Exact delivery dates are to be agreed between the Parties post contract signature.

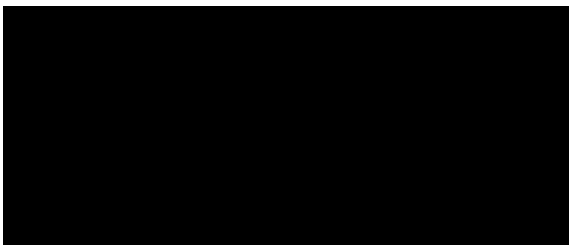TESTING OF DELIVERABLES

Option A: None

WARRANTY PERIOD
The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days

MAXIMUM LIABILITY
The limitation of liability for this Call-Off Contract is amended to ███████ of the total contract value.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

██████████

CALL-OFF CHARGES

████████████████████████████

Total Charges: £492,080.80 exc. VATA detailed breakdown of all pricing, including the relevant quotes, can be found at Call-off Schedule 5 (Pricing Details).

The Parties acknowledge that the pricing in this Call-off Contract is only valid on the condition that the Call-off Contract is signed and the customer has placed the PO with the Supplier by the 29th August. If the Supplier has not received a signed Order Form and Purchase Order from the customer by this date, the pricing shall lapse and the Supplier shall re-quote to the Buyer based on the relevant vendors' then current pricing.

Pricing for any extension(s) utilised shall be agreed between the Parties, prior to the anticipated start date of the relevant extension(s).

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:
- Indexation or other third-party vendor price increases
- Specific Change in Law
- Currency Fluctuation
- Overage (where customer usage has exceeded the purchased quantities)
- Change to amounts or types of products, software or services.

REIMBURSABLE EXPENSES
None

PAYMENT METHOD
BACS

BUYER'S INVOICE ADDRESS:

████████████████████
████████████████
██████████████
██████████████████
██████
████████

BUYER'S AUTHORISED REPRESENTATIVE

████████████████████████████████
████████████████████████████████
████████████████████████

BUYER'S ENVIRONMENTAL POLICY
Environmental policy - GOV.UK (www.gov.uk)

BUYER'S SECURITY POLICY

Information security
policy.pdf

SUPPLIER'S AUTHORISED REPRESENTATIVE

███████████████████

SUPPLIER'S CONTRACT MANAGER

███████████████████
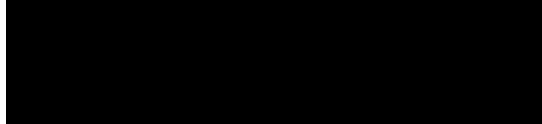
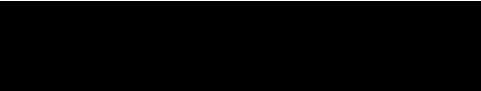## PROGRESS REPORT FREQUENCY
To be agreed between the Parties.

PROGRESS MEETING FREQUENCY
To be agreed between the Parties.

KEY STAFF

███████████████

KEY SUBCONTRACTOR(S)

Software and/or Services to be provided from the following third-party vendors:
- LocalStack
- Infracost
- LinearB
- Synk
- IriusRisk

COMMERCIALLY SENSITIVE INFORMATION
Supplier quote and pricing breakdown.

SERVICE CREDITS
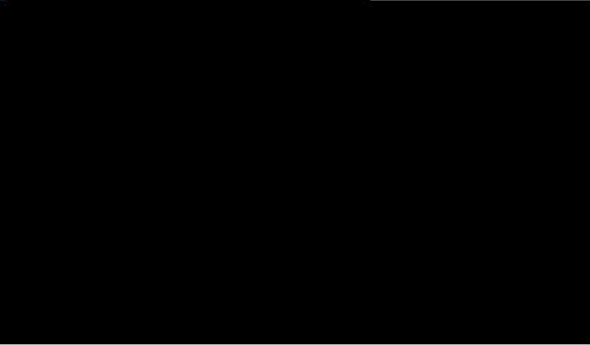Not applicable.

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
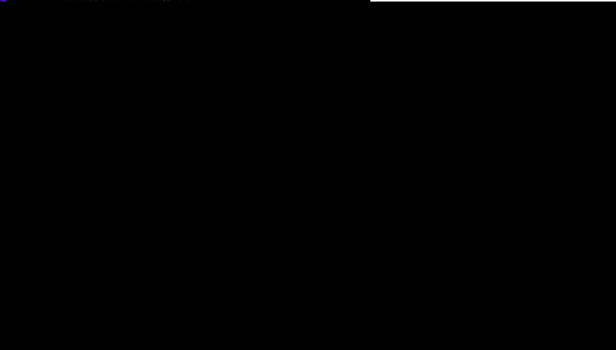Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

Signed by an Authorised Signatory to Sign for and on Behalf of the Supplier:

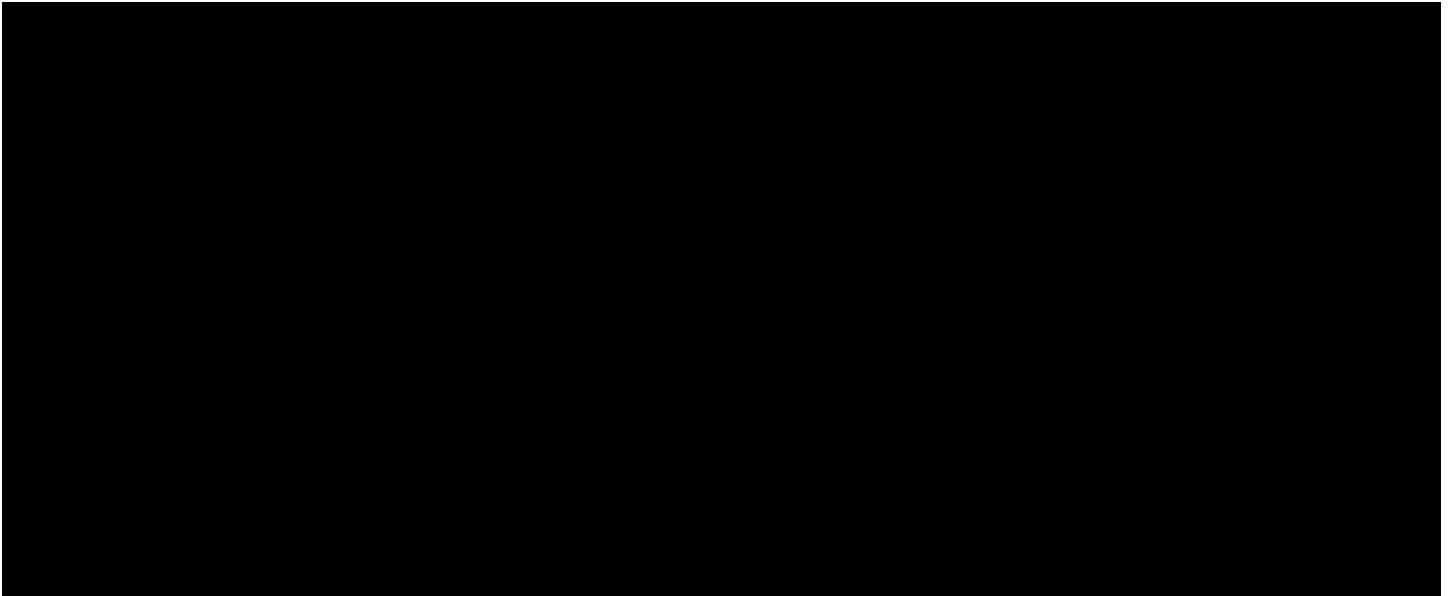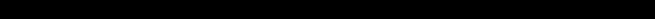**Signed by an Authorised Signatory for and on Behalf of the Buyer:**

Call-Off Schedule 5 (Pricing Details)

Call-Off Schedule 5 (Pricing Details)
Call-Off Ref:
Crown Copyright 2018

Framework Ref: RM6098

Project Version: v1.0
Model Version: v3.1

1

Ref: RM3830
FM Project Version: 1.A

Call-Off Schedule 5 (Pricing Details)
Call-Off Ref:
Crown Copyright 2018

Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Defect"	any of the following:
	a) any error, damage or defect in the manufacturing of a Deliverable; or
	b) any error or failure of code within the Software which causes a Deliverable to

malfunction or to produce unintelligible or incorrect results; or

c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or

d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Buyer System and the Supplier System;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in paragraph 8 of this Schedule;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious

	software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

a) the Deliverables are (or are to be) provided; or
b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
c) where any part of the Supplier System is situated;

"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;

"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirements

3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

3.1.2. operating processes and procedures and the working methods of the Buyer;

      3.1.3.   ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

      3.1.4.   existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

  3.2. The Supplier confirms that it has advised the Buyer in writing of:

      3.2.1.   each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;

      3.2.2.   the actions needed to remedy each such unsuitable aspect; and

      3.2.3.   a timetable for and the costs of those actions.

4. Licensed software warranty

  4.1. The Supplier represents and warrants that:

      4.1.1.   it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

      4.1.2.   all components of the Specially Written Software shall:

            4.1.2.1. be free from material design and programming errors;

            4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and

            4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

  5.1. The Supplier shall:

      5.1.1.   ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3. ensure that the Supplier System will be free of all encumbrances;

5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

7.1. The Supplier shall allow any auditor access to the Supplier premises to:

7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);

      7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

      7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.

8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. **Assignments granted by the Supplier: Specially Written Software**

      9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

            9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and

            9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Supplier shall:

9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

9.2. **Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

a) of its own Existing IPR that is not COTS Software;

b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution,

storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

9.3. **Licenses for COTS Software by the Supplier and third parties to the Buyer**

9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licencee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

9.3.4.1. will no longer be maintained or supported by the developer; or

9.3.4.2. will no longer be made commercially available

9.4. **Buyer's right to assign/novate licences**

9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1. a Central Government Body; or

9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

9.5. **Licence granted by the Buyer**

9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6. **Open Source Publication**

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation,

running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

9.6.2.4. can be published as Open Source without breaching the rights of any third party;

9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6. do not contain any Malicious Software.

9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. **Malicious Software**

9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10. Supplier-Furnished Terms

10.1. Software Licence Terms

10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call Off Schedule 6.

10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call Off Schedule 6.

10.2. Software Support & Maintenance Terms

10.2.1. Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call Off Schedule 6.

10.3. Software as a Service Terms

10.3.1. Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call Off Schedule 6.

10.4. As a Service Terms

10.4.1. Additional terms for provision of a devices, utility and consumption models for technology infrastructure generally described as "As a Service" solutions are detailed in Annex E to this Call-Off Schedule 6.

11. Customer Premises

11.1. Licence to occupy Customer Premises

11.1.1. Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this

Call- Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract [and in accordance with Call-Off Schedule 10 (Exit Management)].

11.1.2. The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.

11.1.3. Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

11.1.4. The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

11.1.5. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2. **Security of Buyer Premises**

11.2.1. The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

11.2.2. The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

12.   Buyer Property

12.1. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

12.2. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

12.3. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

12.4. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.

12.5. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.

12.6. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.

12.7. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

13. Supplier Equipment

13.1. Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

13.2. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.

13.3. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.

13.4. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

13.5. 4.5   Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.

13.6. The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.

13.7. The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:

13.7.1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and

13.7.2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

ANNEX A

Non-COTS Third Party Software Licensing Terms
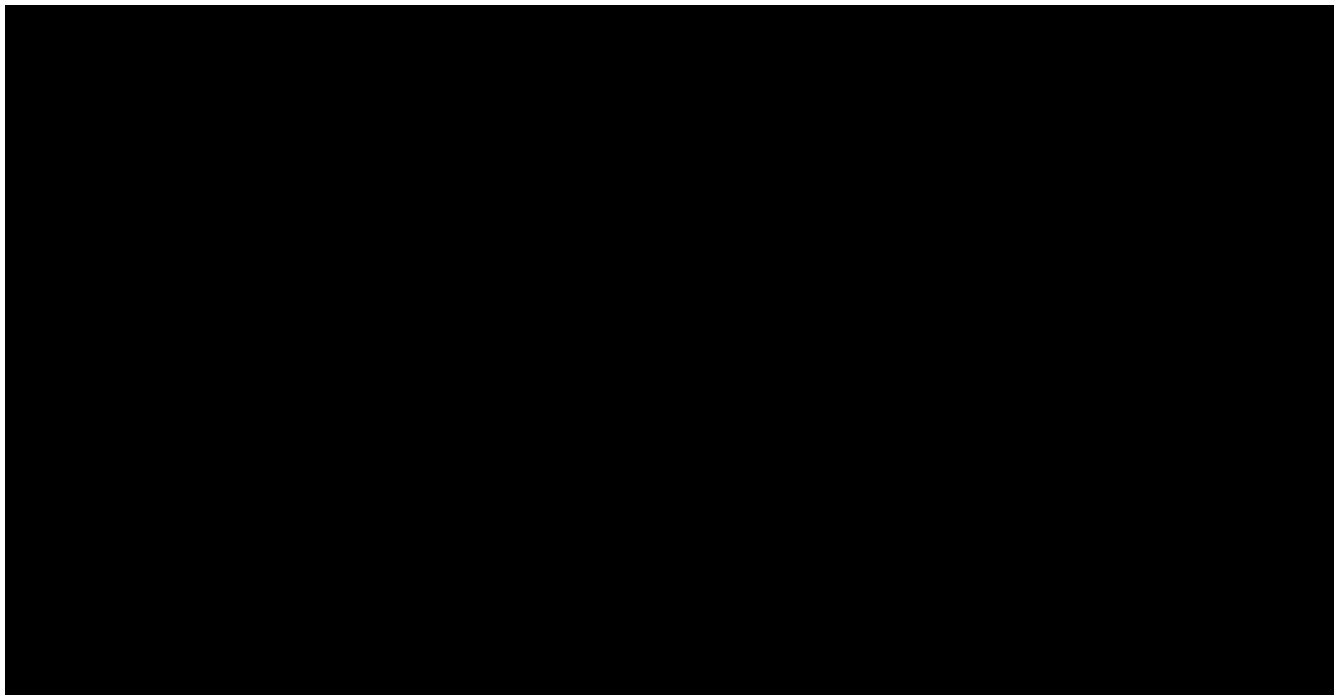
ANNEX B

COTS Third Party Software Licensing Terms and Software as a Service Terms (see further details in Annex E)

a. The Customer acknowledges the presence of the below vendor End User Licence Agreements ("EULAs"). The EULAs are each included as the right to use agreement from the relevant third-party vendor/manufacturer. EULAs are contractual agreements which govern the right to use the third-party products and services, and the Customer acknowledges that their acceptance of the terms of the EULAs is a condition of the sale of the third-party products and services by the Supplier.

Call-Off Schedule 6 (ICT Services)
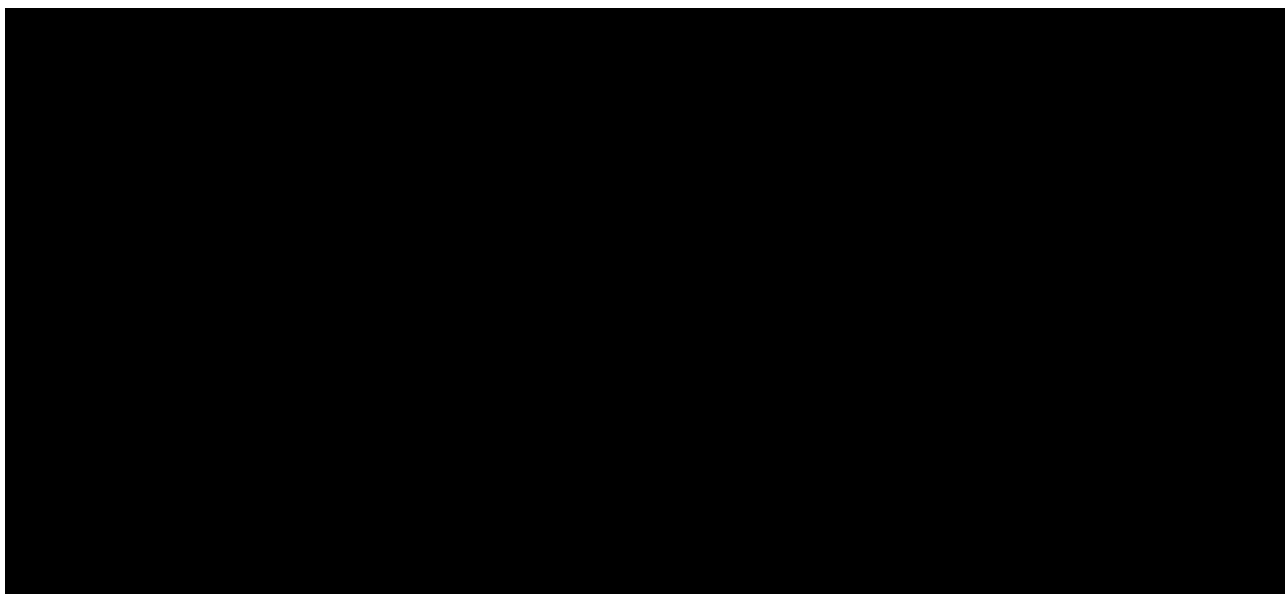Call-Off Ref:
Crown Copyright 2018

ANNEX C

Software Support & Maintenance Terms

 ANNEX D

Software as a Service Terms

Annex E

As a Service Terms

ANNEX E ADDITIONAL "AS A SERVICE" TERMS

The Parties acknowledge and agree, that during the period of the Framework Contract, this Annex E of Call Off Schedule 6 (ICT Services) may be subject to amendment/refinement by CCS to reflect changes in technology industry practice and/or processes. Where CCS, at its discretion, deems any amendment is required, it shall publish such amendments on its website and give Suppliers and Buyers no less than one (1) months' notice prior to any amendment taking effect. All Call Off Contracts entered into prior to this shall be unaffected unless the Buyer and Supplier otherwise agree in writing to vary their Call Off Contract in accordance with its terms.
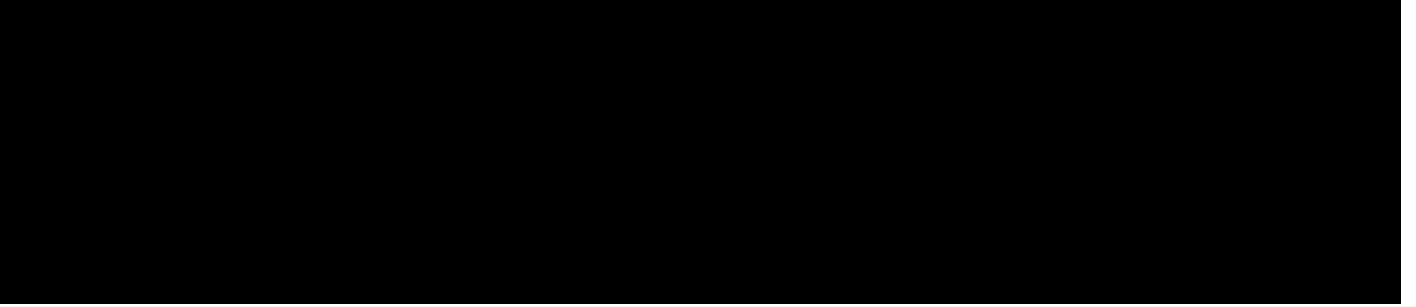
11.   Third Party Software Terms

11.1   In the event delivery of the Services requires the use of or installation of any third-party software, the Supplier shall notify the Buyer of such third-party software terms and afford the Buyer reasonable opportunity to review such third-party software terms. Where the Buyer confirms to the Supplier in writing its acceptance to such third-party software terms, the Supplier is hereby authorised to accept such third-party software terms on behalf of the Buyer, which may be in electronic format, embedded in the software, or contained within the software documentation.

11.2   With the exception of any pass-through warranties and licences of third-party software as set out in Call Off Schedule 6 (ICT Services), the Buyer's use of third-party software will be governed by the third-party software terms and if there is any conflict or inconsistency between the terms of this Call-Off Contract and the third-party software terms with respect to the third-party software only, then the third-party software terms will take precedence.

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract