



8 / OCT 1960

FRAMEWORK SCHEDULE 4

**TECHNOLOGY PRODUCT ORDER FORM AND TECHNOLOGY PRODUCT CALL-OFF
TERMS**

PART 1 – TECHNOLOGY PRODUCT ORDER FORM

SECTION A

This Order Form is issued in accordance with the provisions of the Technology Product Framework Agreement RM 1054. The Supplier agrees to supply the Goods and/or Services specified below on and subject to the Order Form and the Call Off Terms (together referred to as the Call Off Contract).

DATE 27/10/2016

ORDER NUMBER DGC1118

FROM Homes and Communities Agency of Arpley House, 110
Birchwood Boulevard, Birchwood, Warrington, WA3 7QH
"CUSTOMER"

(Contact

TO Phoenix Software Ltd, Blenheim House, York Road, Pocklington,
York, YO42 1NS "SUPPLIER"

Contact buyingsolutions@phoenixs.co.uk

SECTION B

1. TERM

1.1 Call Off Commencement Date:

31/10/2016¹

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

1 year of date of 1.1 ²

End date of Call Off Extension Period

1 year of date of 1.1 ³

2. CUSTOMER CORE GOODS AND/OR SERVICES REQUIREMENTS

2.1 Goods and/or Services required (including any items which are considered business critical)

The services required were set out in the ITQ and are below ⁴

Product Name	Part Number	Description	Qauntity
Serial Key	LESSK0001	LES Serial Key	1
LES Device Control	LDCCL0001	LES Endpoint Security Device Control – device based Perpetual	1000
LES Device Control Maintenance	LDCMT0001	LES Endpoint Security Device Control – device based Maintenance	1000
Consultancy / Training	N/A	Remote consultancy / training with HEAT software technical expert	

2.2 [Packing/Packaging]

Not Applicable

2.3 [Warranty Period (Goods only)]

Same as end date in 1.2 ⁵

2.4 Location/Sites of Delivery

Not Applicable ⁶

2.5 Dates for Delivery of the Goods and/or the Services

Within 72 Hours of receipt of order ⁷

2.6 Implementation Plan

In line with Project Plan which has been agreed with the Project Board ⁸

2.7 Standards and Quality

Not Applicable ⁹

2.8 Service Levels and Service Credits

Not Applicable ¹⁰

2.9 Critical Service Level Failure

Not Applicable ¹¹

2.10 Performance Monitoring

Not Applicable ¹²

2.11 Security Requirements (including details of Security Policy and outline Security Management Plan)

Not Applicable ¹³

2.12 Software

LES Device Control

2.13 Customer Complaints Handling Escalation Path

Complaints will be handled in accordance with HCA procedure as below

[HTTPS://WWW.GOV.UK/GOVERNMENT/ORGANISATIONS/HOMES-AND-COMMUNITIES-AGENCY/ABOUT/COMPLAINTS-PROCEDURE](https://www.gov.uk/government/organisations/homes-and-communities-agency/about/complaints-procedure)

3. SUPPLIER'S INFORMATION

3.1 Commercially Sensitive Information

Phoenix Software deems the individual unit costs to be Commercially Sensitive ¹⁴

3.2 Termination on Customer Cause for Failure to Pay

As per section 33.1 ¹⁵

3.3 Supplier Complaints Handling Escalation Path

Complaints Handling Escalation Path is as follows:

Account Manager, Public Sector Sales Manager, Sales Director/Main Board Director – details can be provided upon request

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsibilities

5. CALL OFF CONTRACT CHARGES AND PAYMENT

5.1 Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

SECTION C

6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS ¹⁶

6.1 Call Off Guarantor

Not Applicable ¹⁷

6.2 Limitations on Liability

Standard framework terms apply ¹⁸

6.3 [Insurance]

Standard framework terms apply ¹⁹

6.4 Termination without cause

Standard framework terms apply ²⁰

7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES ²¹

7.1 Supplemental requirements to the Call-Off Terms

Not applicable

7.2 Amendments to/refinements of the Call-Off Terms

Not applicable

7.3 Alternative and/or Additional Clauses (select from Annex 1 to the Call Off Terms)

Not Applicable

8. FORMATION OF CALL OFF CONTRACT

8.1 BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and the Services.

8.2 The Parties hereby acknowledge and agree that they have read the Order Form and the Call-Off Terms and by signing below agree to be bound by this Call Off Contract.

8.3 In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt (the "Call Off Execution Date").

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	28/9/2016

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

