

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

## Order Form

CALL-OFF REFERENCE: DN646219- ManageEngine ServiceDesk Plus  
Cloud Renewal (MFT22-0033)

THE BUYER: **Manchester University NHS Foundation Trust**

BUYER ADDRESS  
Cobbett House  
Manchester University NHS Foundation Trust  
Oxford Road  
Manchester  
M13 9WL

THE SUPPLIER: **Akhter Computers Limited**

SUPPLIER ADDRESS: 1-3 Marshgate Business Centre, Harlow Business  
Park, Parkway, Harlow, Essex, CM19 5QP

REGISTRATION NUMBER: 02253061

DUNS NUMBER: 399470210

SID4GOV ID: N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 05/12/2022. It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

### CALL-OFF LOT(S):

- Lot 3 Software & Associated 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:

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

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1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6068
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **DN646219**
    - [Call-Off Schedule 9 (Security) Part A- N/A]
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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

CALL-OFF START DATE: **01/12/2022**

CALL-OFF EXPIRY DATE: **30/11/2024**

CALL-OFF INITIAL PERIOD: **2 Years**

CALL-OFF OPTIONAL EXTENSION PERIOD **None**

### CALL-OFF DELIVERABLES

Electronic Delivery of licenses by 23/12/2022

The Supplier shall provide ManageEngine ServiceDesk Plus Cloud support and licenses to be delivered to the buyer's premises/Email

## LOCATION FOR DELIVERY

Informatics  
Trust HQ, Cobbett House  
Oxford Rd, Manchester,  
M13 9WL

Email Details:

[Joe.Walker@mft.nhs.uk](mailto:Joe.Walker@mft.nhs.uk)  
[Dan.Hollands@mft.nhs.uk](mailto:Dan.Hollands@mft.nhs.uk)  
[Jiten.Patel@mft.nhs.uk](mailto:Jiten.Patel@mft.nhs.uk)

## DATES FOR DELIVERY OF THE DELIVERABLES

23/12/2022

## TESTING OF DELIVERABLES

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 stated in Clause 11.2 of the Core Terms.

**The Total contract value is £191,924.18 (Ex Vat) for 2-year period, this figure is payable in the first year of the contract.**

## CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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 a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

## REIMBURSABLE EXPENSES

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None

**PAYMENT METHOD**

BACS transfer

**BUYER'S INVOICE ADDRESS:**

Accounts Payable - Central Invoices  
Finance and Procurement Business Unit  
Trafford General Hospital Davyhulme  
M41 5SL  
Email Invoices to: [accounts.payable@mft.nhs.uk](mailto:accounts.payable@mft.nhs.uk)

**BUYER'S AUTHORISED REPRESENTATIVE**

Karen Flintoft  
Head of Informatics Commercial Services  
[Karen.Flintoft@mft.nhs.uk](mailto:Karen.Flintoft@mft.nhs.uk)  
Trafford General Hospital,  
Davyhulme, Manchester, M41 5SL

**BUYER'S ENVIRONMENTAL POLICY**

**N/A**

**BUYER'S SECURITY POLICY**

**N/A**

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Richard Ennin  
Bid Manager  
[ccsales@akhter.co.uk](mailto:ccsales@akhter.co.uk)  
Akhter Computers Limited, 1-3 Marshgate Business Centre,  
Harlow Business Park, Parkway,  
Harlow, Essex, CM19 5QP

**SUPPLIER'S CONTRACT MANAGER**

Lisa Smyth  
Contracts Manager  
[ccsales@akhter.co.uk](mailto:ccsales@akhter.co.uk)  
Akhter Computers Limited, 1-3 Marshgate Business Centre,  
Harlow Business Park, Parkway,  
Harlow, Essex, CM19 5QP

PROGRESS REPORT FREQUENCY  
**N/A**

PROGRESS MEETING FREQUENCY  
**N/A**

KEY STAFF

Richard Ennin  
Bid Manager  
[ccsales@akhter.co.uk](mailto:ccsales@akhter.co.uk)  
Akhter Computers Limited, 1-3 Marshgate Business Centre,  
Harlow Business Park, Parkway,  
Harlow, Essex, CM19 5QP


KEY SUBCONTRACTOR(S)  
**N/A**

COMMERCIALLY SENSITIVE INFORMATION  
Supplier's pricing information

SERVICE CREDITS  
**N/A**

ADDITIONAL INSURANCES  
**N/A**

GUARANTEE  
**N/A**

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<i>Lisa Smyth</i>	Signature:	
Name:	LISA SMYTH	Name:	DAN PRESCOTT
Role:	Contracts Manager	Role:	Group Chief Informatics Officer
Date:	9-1-2023	Date:	16 January 2023

## **Call-Off Schedule 4 (Call Off Tender)**



ManageEngine  
ServiceDesk Plus Clo

## **Call-Off Schedule 5 (Pricing Details)**



Price schedule  
table.xlsx

## 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

Product Name	Reference
46299.31S - ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 800 Technicians (3000 nodes) - Portal 1	46299.31S
46239.31S - ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 80 Technicians (250 nodes) - Portal 2	46299.31S
46239.31S - ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 23 Technicians (250 nodes) - Portal 3	46299.31S
46239.31S - ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 31 Technicians (250 nodes) - Portal 4	46299.31S
46239.31S - ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 25 Technicians (250 nodes) - Portal 5	46299.31S
42101.0S1 - ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for 7 Users	42101.0S1
42101.0SD5 - ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for 100 Concurrent viewers pack	42101.0SD5



## End User Licence Agreement (EULA)

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

### SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT, (this “Agreement”), is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between **Zoho Corporation B.V.** having its principal place of business at Beneluxlaan 4B, 3527 HT UTRECHT, The Netherlands including its holding company Zoho Corporation Pvt. Ltd. and affiliates (together hereinafter “Zoho”) and Manchester University NHS Foundation Trust having its principal place of business at Cobbett House Manchester University NHS Foundation Trust Oxford Road Manchester M13 9WL (“Licensee”)

#### 1. License Grant:

Perpetual License: Upon payment of the applicable license fees, Zoho grants Licensee a non-exclusive, non-transferable, perpetual, world-wide license to Use the software products specified in Exhibit A (“Licensed Software”) including user documentation that Licensee has downloaded from or received on media provided by Zoho, including all updates, where applicable, provided that such access and Use of the Licensed Software is in accordance with the Single Installation License granted by Zoho. Minor Releases and major releases to the Licensed Software will be provided as part of maintenance and support. “Use” means installing, executing or displaying the Licensed Software. “Single Installation

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2. **Third Party Products:** The Licensed Software may contain software which originated with third party vendors and without limiting the general applicability of the other provisions of this Agreement, Licensee agrees that (a) the title to any third party software incorporated in the Licensed Software shall remain with the third party which supplied the same; and (b) Licensee will not distribute any such third party software available with the Licensed Software, unless the license terms of such third party software provide otherwise.
3. **Restrictions on Use:** In addition to all other terms and conditions of this Agreement, Licensee shall not:
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  - (ii) remove any copyright, trademark or other proprietary notices from the Licensed Software or its copies;
  - (iii) make any copies except for one back-up or archival copy, for temporary emergency purpose;
  - (iv) rent, lease, license, sublicense or distribute the Licensed Software or any portions of it on a standalone basis or as part of Licensee's application;
  - (v) modify or enhance the Licensed Software;
  - (vi) decompile or disassemble the Licensed Software.
  - (vii) allow any third parties to access, use or support the Licensed Software except employees, contractors, consultants or other third parties engaged by Licensee to do any of the foregoing on behalf of or for the benefit of Licensee.

#### 4. **Technical Support:**

Perpetual License: Upon payment of annual maintenance and support fee, Zoho provides support that includes email support for problem reporting, product updates, and online access to product documentation.

Subscription License: Zoho provides support that includes email support for problem reporting, product upgrades, updates, and online access to product documentation during the Subscription Period.

5. **Updates and Security Patches:** Zoho provides updates and security patches to the Licensed Software. Licensee shall be responsible to promptly install such updates and security patches for optimal performance of the Licensed Software and to avoid any security exploitations through the Licensed Software. Further, it is the Licensee's responsibility to (a) periodically check and adhere to the security best practices guidelines and configure the Licensed Software as suggested in the security recommendations page for the Licensed Software; and (b) provide correct contact information in order to receive security related alerts and recommendations from Zoho.

In cases where Zoho has announced End of Support for a particular version of the Licensed Software, no updates or security patches will be provided by Zoho after the End of Support date. "End of Support" means that the relevant version of the Licensed Software will no longer be supported by Zoho after the date specified.

**Emergency Mitigation Mechanism:** In order to mitigate critical security vulnerabilities in the Licensed Software, the Licensed Software may periodically check for and download available Emergency Mitigations and automatically apply them for the Licensee. Licensee understands that Zoho will not provide any additional notice or obtain Licensee's prior permission before automatically applying such Emergency Mitigations. "Emergency Mitigations" are temporary interim fixes that modify configuration settings or disable the affected features or functionalities to mitigate security vulnerabilities until the corresponding security patches are installed.

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8. **Confidentiality:** The Licensed Software contains proprietary information of Zoho and Licensee hereby agrees to take all reasonable efforts to maintain the confidentiality of the Licensed Software. Licensee agrees to reasonably communicate the terms and conditions of this

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

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9. **Warranty Disclaimer:** Zoho does not warrant that the Licensed Software will be error-free. Subject to applicable laws and except as provided herein, the Licensed Software is furnished “as is” without warranty of any kind, including the warranties of merchantability and fitness for a particular purpose and without warranty as to the performance or results Licensee may obtain by using the Licensed Software. Licensee is solely responsible for determining the appropriateness of using the Licensed Software and assumes all risks associated with the use of it, including but not limited to the risks of program errors, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

10. **Limitation of Liability:** In no event will either party be liable to the other or to any third party for any special, incidental, indirect, punitive or exemplary or consequential damages, or damages for loss of business, loss of profits, business interruption, or loss of business information arising under this Agreement even if such party has been advised of the possibility of such damages. To the extent permitted by applicable laws, Zoho's entire liability with respect to its obligations under this agreement or otherwise with respect to the Licensed Software shall not exceed the amounts paid by the Licensee to Zoho in previous 12 months preceding the initiation of such claim.

11. **Indemnification:** Zoho agrees to indemnify and defend Licensee from and against any and all claims, actions or proceedings, arising out of any claim that the Licensed Software infringes or violates any valid U.S. patent, copyright or trade secret right of any third party; so long as Licensee provides; (i) prompt written notice to Zoho of such claim; (ii) cooperate with Zoho in the defense and/or settlement thereof, at Zoho’s expense; and, (iii) allow Zoho to control the defense and all related settlement negotiations. The above is Zoho’s sole obligation to Licensee and shall be Licensee’s sole and exclusive remedy pursuant to this Agreement for intellectual property infringement.

Zoho shall have no indemnity obligation for claims of infringement to the extent resulting or alleged to result from (i) any combination, operation, or use of the Licensed software with any programs or equipment not supplied by Zoho; (ii) any modification of the Licensed Software by a party other than Zoho; and (iii) Licensee’s failure, within a reasonable time frame, to implement any replacement or modification of Licensed Software provided by Zoho.

**12. Termination:** This Agreement is effective until terminated by either party. Licensee may terminate this Agreement at any time by destroying or returning to Zoho all copies of the Licensed Software in Licensee's possession. Zoho may terminate this Agreement in the event that Licensee is in breach of any of the terms of this Agreement and does not cure such breach after thirty (30) days advance written notice. Upon termination, Licensee shall destroy or return to Zoho all copies of the Licensed Software and certify in writing that all known copies have been destroyed. All provisions relating to confidentiality, proprietary rights, non-disclosure, and limitation of liability shall survive the termination of this Agreement.

**13. General:** This Agreement shall be construed, interpreted and governed by the laws of the Netherlands exclusive of its conflicts of law provisions. The parties irrevocably submit to the jurisdiction of Amsterdam and waive any claim in respect of inconvenience thereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior communications, understandings or agreements between the parties. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable, the remainder shall be interpreted so as to reasonably effect the intention of the parties. Licensee shall not export the Licensed Software or Licensee's application containing the Licensed Software except in compliance with United States export regulations and applicable laws and regulations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**ZOHO CORPORATION B.V.**

**LICENSEE**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Software licensed under**

**Subscription/Perpetual License.** 2 Years billing:

46299.31S - ManageEngine Service Desk Plus Enterprise Edition - Subscription Model -2 years  
Subscription fee for 800 Technicians (3000 nodes) - Portal 1

46239.31S - ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - 2 years  
Subscription fee for 80 Technicians (250 nodes) - Portal 2

46239.31S - ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - 2 years  
Subscription fee for 23 Technicians (250 nodes) - Portal 3

46239.31S - ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - 2 years  
Subscription fee for 31 Technicians (250 nodes) - Portal 4

46239.31S - ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - 2 years  
Subscription fee for 25 Technicians (250 nodes) - Portal 5

42101.OS1 - ManageEngine Analytics Plus Professional Edition - Subscription Model - 2years  
subscription fee for 7 Users

42101.OSD5 - ManageEngine Analytics Plus Professional Edition - Subscription Model - 2 years  
subscription fee for 100 Concurrent viewers pack

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**Support Agreement**

**Definitions**

1.1 Business Hours: ZOHO Corp Support shall be available 24/5 Monday through Friday excluding any ZOHO Corp specified list of public holidays in the UK.

1.2 Service Pack (Patch Release): At regular intervals ZOHO Corp will release a Service pack (patch release) that will be the cumulative collection of all workarounds, patches and bug fixes resolved at the time of the Service Pack release.

1.3 Customer Patches: Fixes to S1 Problems, which do not have any acceptable workaround, will be provided as Customer Patches and these patches will be further rolled into one of the subsequent Service Packs.

1.4 Updates (Minor Release): An Update or Minor Release is the digit to the right of the first and subsequent decimal places reading from left to right in the ZOHO Corp Product Number. For instance, in ZOHO Corp Product Number X.a and X.b.c – a, b, and c are Updates or Minor Releases.

1.5 Upgrade (Major Release): An Upgrade or Major Release is the digit to the left of the first decimal place reading from left to right in the ZOHO Corp Product Number. For instance, in ZOHO Corp Product Number X.a and Y.a – X and Y are Upgrades or Major Releases.

1.6 Workaround: Workaround is a temporary resolution for a problem that will enable the ZOHO Corp Program(s) to work without the problem. ZOHO Corp will make all efforts to provide an enhanced and permanent solution to the problem in the Service Pack that is subsequently released.

## **Maintenance and Support Entitlement**

2.1 Licensee is entitled to receive maintenance and support that includes email support for problem resolution, product updates, and online access to technical documentation. The components of this support and maintenance program include:

### **2.2.1 Email Client Support**

ZOHO Corp provides email access to ZOHO Corp product specialists for ZOHO Corp product installation, usage assistance, problem diagnosis and resolution, clarifications in documentation, and technical guidance.

### **2.2.2 Update and Upgrade Releases**

ZOHO Corp Annual Maintenance and Support License Fees is limited to providing updates, upgrades, workarounds, and service packs at no additional cost for a period of one year from the date of purchase.

### 2.2.3 Online Access

ZOHO Corp provides online access to its support knowledge repository that include product documentation, frequently asked questions, release notes, forums, and White Papers via ZOHO Corp website. This service is available 24 hours a day and 7 days a week, subject to occasional unavailability due to scheduled or unscheduled maintenance and Internet or Web site hosting availability.

### 2.2.4 Telephone Support

Telephone support is available to customers that purchase a Support plan that includes this feature. Eligible customers shall contact ZOHO Corp Support by calling the Toll-Free number. While calling Technical Support, customers should be physically at the computer where the issue situation exists.

### 2.2.5 Remote Connect and Scheduled Support Services

These support features are available to customers that purchase a Support plan that includes this feature. By previous scheduled arrangement, customers will be contacted by ZOHO Corp Technical Support. Customers should be available at the determined time and able to accommodate the activity that occurs as part of this service.

## 3. Severity Levels:

- 3.1 Severity Level 1 (S1): The ZOHO Corp Program(s) does not function and the problem has significant effect on the revenues or business operations of the Licensee.
- 3.2 Severity Level 2 (S2): The ZOHO Corp Program(s) can function. However, the ZOHO Corp Program(s) functions providing incorrect results or its performance is inconsistent pursuant to the ZOHO Corp user documentation.
- 3.3 Severity Level 3 (S3): The functionality of the ZOHO Corp Program(s) is not affected by the problem or can be accomplished by using other features of the ZOHO Corp (s). ZOHO Corp may choose to resolve such problems in the following manner: a) ZOHO Corp may provide the resolution in a future release of ZOHO Corp Program(s) if the problem is identified as a feature enhancement, b) ZOHO Corp may resolve the problem using its support process and technical support as a special case.

3.4



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	<b>Technical Support</b>
Business Hours	24/5 ( Mon-Friday )
Acknowledgement (email response)	1 Business Days
Unlimited Email Support	<input type="checkbox"/>
Online Access (documentation, FAQs, release notes and white papers)	<input type="checkbox"/>
Service Pack (cumulative collection of workarounds, patches and bug fixes)	<input type="checkbox"/>
Minor Release (feature releases and service packs, indicated by a change in the decimal)	<input type="checkbox"/>
Telephone Support	<input type="checkbox"/>
Customer Patches (Fixes to severity 1 problems that do not have any acceptable workaround)	<input type="checkbox"/>
Remote Connect and Scheduled Support Services	<input type="checkbox"/>
Upgrade (significant new features, additions to functionalities, indicated by a change in the number to the left of the decimal)	<input type="checkbox"/>

Level	Acknowledge time line	Problem Determination time		Problem Workaround and System Restoration time		Resolution
		for issues related to config. changes in Zoho product	for issues related to config. problems in customer environment	for issues related to ManageEngine product	for issues related to problems in customer environment	
S1 level	12 Business hours	24 Business hours	48 Business hours	36 Business hours	48 Business hours	30 Days
S2 level	24 Business hours	48 Business hours	72 Business hours	48 Business hours	96 Business hours	180 Days
S3 Level	24 Business Hours	72 Business Hours	2 Business Weeks	N A	N A	Within 2 Major releases