

## Schedule 1: Call-Off Contract

### PART 1 – ORDER FORM

**UK Shared Business Services Limited**  
(Registered No. 06330639)

**Softcat plc,**  
**Fieldhouse Lane,**  
**Marlow,**  
**Bucks,**  
**SL7 1LW**  
(Registered No. 02174990)

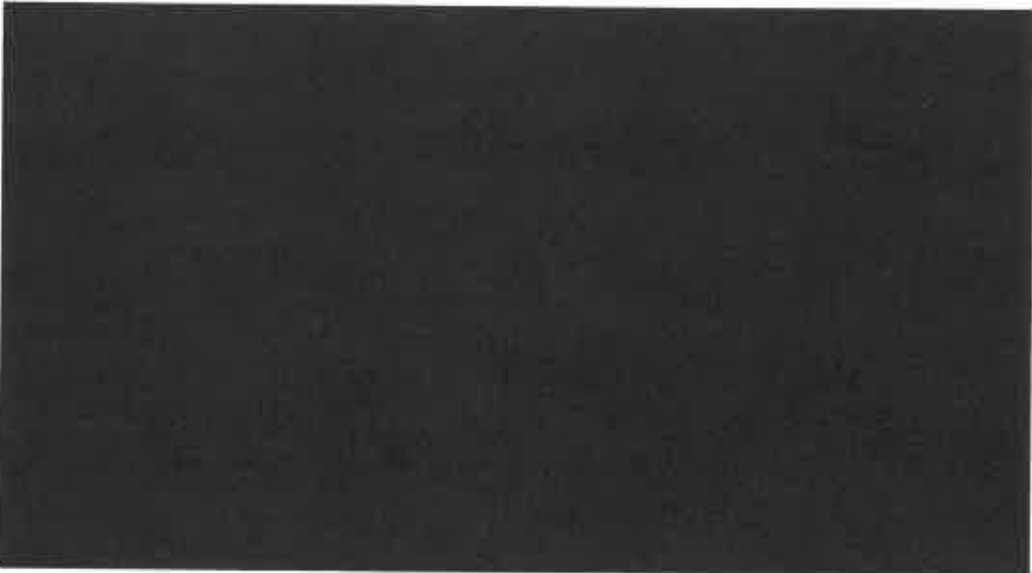
Thursday 21<sup>st</sup> March 2024

Dear Sirs

#### Call-Off Contract No. CC24012 for the supply of Software and/or Services

- 1 Further to the Framework Agreement dated 22/02/2021, we wish to instruct you to supply the Software and/or Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2 The particulars of this Call-Off Contract are set out below:

Item	Description			
<b>Order Form Reference:</b>  (Front page of Call-Off Terms and Conditions)	The Order Form Reference is CC24012			
	Software License Resellers Agreement Lot 1 Microsoft and Associated Services			
<b>Parties</b>	<b>Between:</b>  (1) <b>UK Shared Business Services Limited</b> company number 06330639) whose registered office is at Polaris house, North Star Avenue, Swindon, England, SN2 1FF ( <b>Customer</b> ); and  (2) <b>Softcat plc</b> (company number 02174990) whose registered office is at Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW ( <b>Supplier</b> ).			
<b>Call-Off KPIs</b> (Cl. 1.1)	<b>Performance Target</b>	<b>Key Indicator</b>	<b>Performance Measure</b>	
	Respond to all operational enquiries within four working hours.	Provision of Response	95%	

	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately
	Invoice timeliness.	Timeliness	95% of all invoices are submitted on time
	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)
<b>Charges</b> (Cl.1.1)	<p>The Charge(s) for this Order is: £2,100,823.32 ex VAT (Two million, 100 thousand, eight hundred and twenty three pounds thirty two pence only)</p> 		
<b>Instalments</b> (Cl.9)	This is not applicable to this call-off contract		
<b>Adjustments to the Charges</b>	The Charge(s) are fixed for the duration of the Contract.		
<b>Contract End Date</b> (Cl. 1.1)	<p>Means:</p> <ul style="list-style-type: none"> <li>the End Date of Wednesday 31<sup>st</sup> March 2027</li> </ul>		
<b>Software</b> (Cl. 1.1)	<p>The Software to be supplied under the Contract is as follows:</p> <ul style="list-style-type: none"> <li>The Software that is being provided on an on-premises basis is: Please see Software Specification as detailed in Annex A</li> </ul>		

	<ul style="list-style-type: none"> <li>The Software that is being provided on an off-premises basis is: <b>NOT APPLICABLE</b></li> </ul>
<b>Software licence</b> (Cl. 7)	In consideration of the Customer's obligation to pay the Charges, and subject to the further terms of this paragraph, the Supplier hereby grants to the Customer the Software with effect on and from the (i) earlier of the Delivery Date and the Installation Date; and (ii) the Access Date and for the duration of the Term.
<b>Software Specification</b> (Cl. 1.1)	<p>The Software shall meet the following technical/functional specification:</p> <ul style="list-style-type: none"> <li>Please see Software Specification as detailed in Annex A</li> </ul>
<b>Software Warranty Period</b> (Cl. 1.1)	<p>The Software Warranty Period for each item of on-premises Software shall be:</p> <ul style="list-style-type: none"> <li>3 years</li> </ul>
<b>Access Date</b> (Cl.1.1)	<i>"No off-premises Software is being supplied under the Contract – not applicable"</i>
<b>Configuration</b> (Cl.6.14)	<p>In respect of each item of Software that is being provided on an off-premises basis, the Supplier shall carry out the following tasks:</p> <p><i>"No off-premises Software is being supplied under the Contract – not applicable"</i></p>
<b>Delivery Date(s)</b> (Cl. 1.1)	<p>The Supplier shall deliver each item of on-premises Software by the following date(s):</p> <ul style="list-style-type: none"> <li>Tuesday 26<sup>th</sup> March 2024</li> </ul>
<b>Installation Date</b> (Cl. 1.1)	Each item of on-premises Software shall be installed on Tuesday 26 <sup>th</sup> March 2024
<b>Software support</b> (Cl. 6.14)	<p>The following software support shall be provided to the Customer by the Supplier in respect of each item of Software:</p> <ol style="list-style-type: none"> <li>the provision of a technical helpdesk, available during normal business hours, to provide remote assistance; and</li> <li>upon request, the provision of on-site assistance by appropriately qualified technical staff during normal business hours.</li> </ol> <p>See Annex A for Software Support details.</p>
<b>Software availability</b> (Cl. 6.14)	<p>The Supplier shall make each item of off-premises Software available</p> <p><i>"No off-premises Software is being supplied under the Contract – not applicable"</i></p>

	<i>applicable"</i>
<b>Software new versions and maintenance releases</b> (Cl. 6.14)	<p>In respect of each item of on-premises Software, the Supplier shall promptly inform the Customer of any new versions of the Software.</p> <p>In respect of each item of on-premises Software, the Supplier will provide the Customer with all maintenance releases for the Software to be provided direct from Microsoft and in any event no later than when these are generally made available to its other customers.</p> <p>In respect of each item of on-premises Software, the Supplier shall ensure that any new versions of the Software and maintenance releases shall not adversely affect the performance or existing functionality of the Software or the use of the Software by the Customer.</p>
<b>Data storage as part of the provision of off-premises Software</b> (Cl. 6.14)	<p>In respect of each item of Software that is provided on an off-premises basis:</p> <p><i>"No off-premises Software is being supplied under the Contract – not applicable"</i></p>
<b>Supplier terms and conditions that may apply in respect of Software</b> (Cl. 6.14)	Except to the extent that there is any conflict with the terms of the Contract, the following Supplier terms and policies shall apply to the Customer's use of the Software: (i) the Microsoft end user licence agreement.
<b>Software documentation</b> (Cl. 6.14)	Not Applicable
<b>Premises</b> (Cl. 1.1)	The Software is to be supplied at Polaris House, Swindon, SN2 1FF
<b>Services</b> (Cl. 1.1)	<p>The Services to be supplied under the Contract are as follows:</p> <ul style="list-style-type: none"> <li>• Please see the Support Services detailed in Annex A</li> </ul>
<b>Services Commencement Date</b> (Cl. 1.1)	Supply of the Services is to commence on Tuesday 26 <sup>th</sup> March 2024
<b>Services End Date</b> (Cl. 1.1)	Supply of the Services is to end on Wednesday 31 <sup>st</sup> March 2027
<b>Customer Liability Cap</b> (Cl. 1.1)	The Customer liability cap as per clause 22 from the Call-off Terms and Conditions, is limited to 125% from the charges payable by the Buyer to the Supplier during the contract term.

<b>Supplier Liability Cap</b> (Cl. 1.1)	<p>The Supplier liability cap as per clause 22 from the Call-off Terms and Conditions, is limited to 125% from the charges payable by the Supplier to the buyer during the contract term.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>	
<b>Notices</b> (Clause 19.3)	<p>Any written notice provided under Clause 19.1 shall be sent:</p> <p>In the case of the Customer:</p> <p>To: UK SBS Ltd, Polaris House, Swindon, SN2 1FF</p> <p>[REDACTED]</p> <p>In the case of the Supplier:</p> <p>To: Softcat plc, 5<sup>th</sup> Floor, One Creechurch Place, Creechurch Lane, London EC3A 5AY</p> <p>[REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p>	
<b>Data Protection Particulars</b> (Schedule 4)	The subject matter and duration of the Processing	The parties will Process Personal Data in the context of:  Users emails and OneDrive documents are held for 30 days once their accounts are decommissioned, unless on litigation or retention hold.
	The nature and purpose of the Processing	The Processing will be for the purposes of:  HR records, User provisioning, Finance and Procurement.
	The type of Personal Data being Processed	The Personal Data will include:  Names, e-mail addresses, post codes and location, IP Addresses, National Insurance Numbers, Passports, Driving Licenses, Photo ID's, Salary and Pay bands.

	<b>The categories of Data Subjects</b>	<b>The Data Subjects will include:</b>  <b>Contractors, employees and third party consultants who are all UK SBS staff.</b>	
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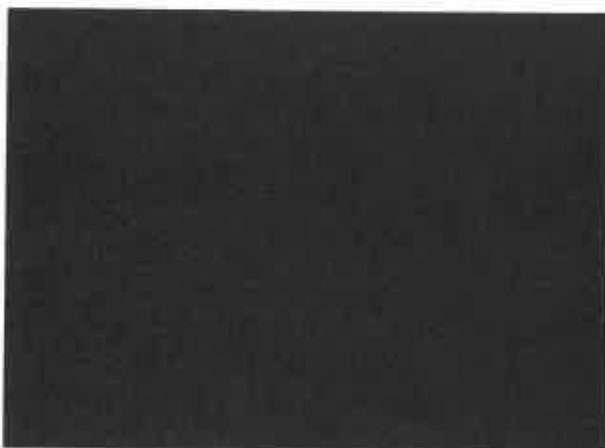
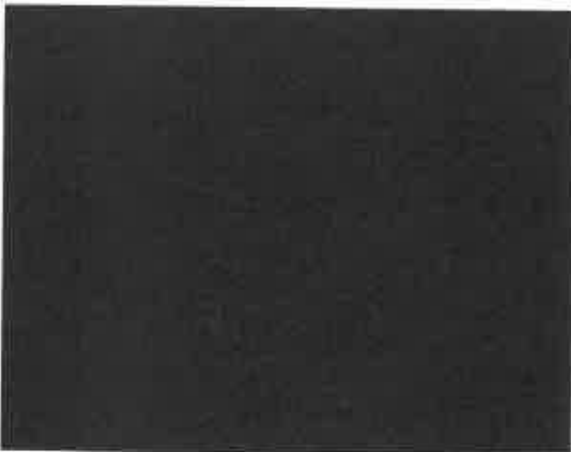
- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Software and/or Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

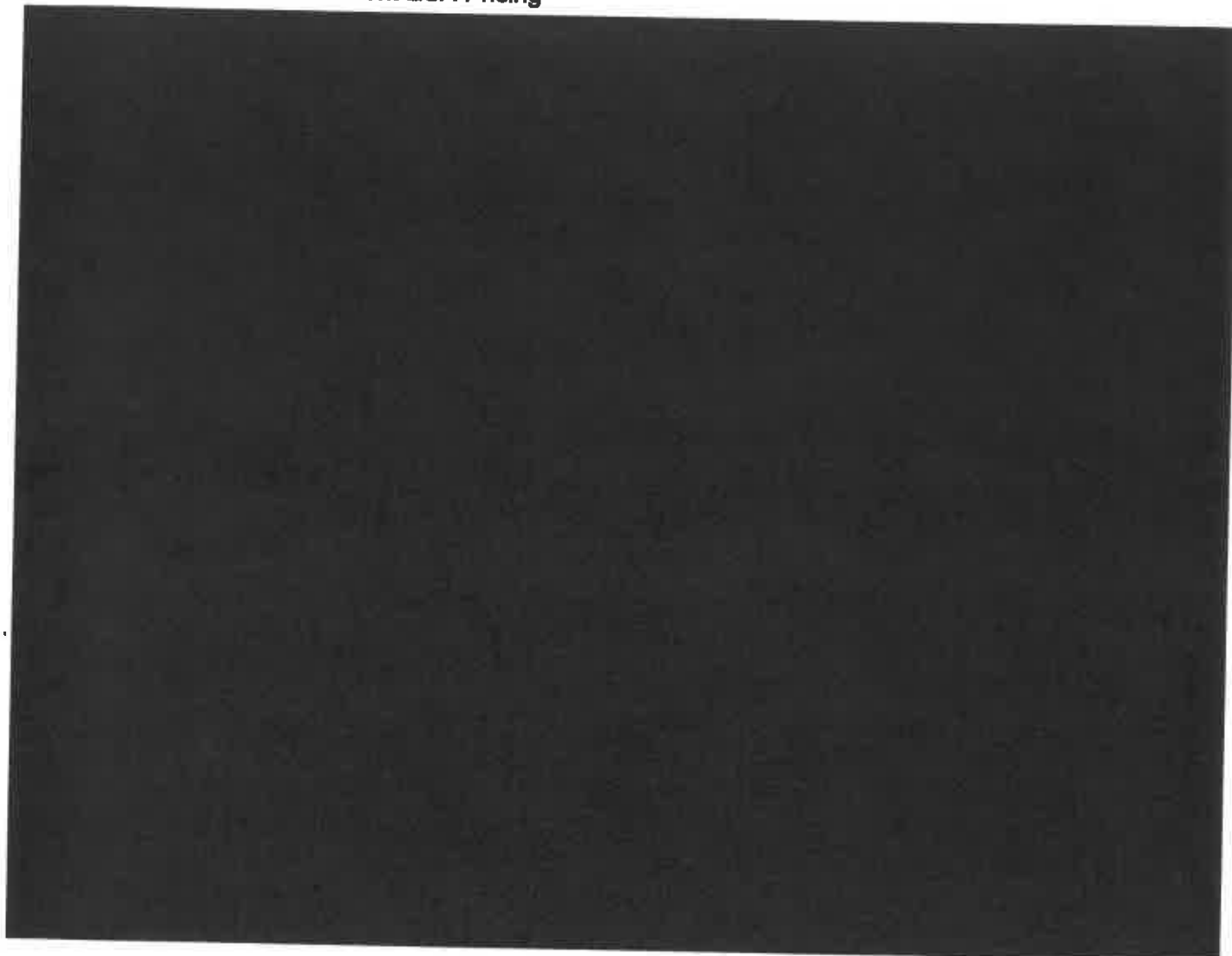
Yours faithfully

Accepted and acknowledged by:

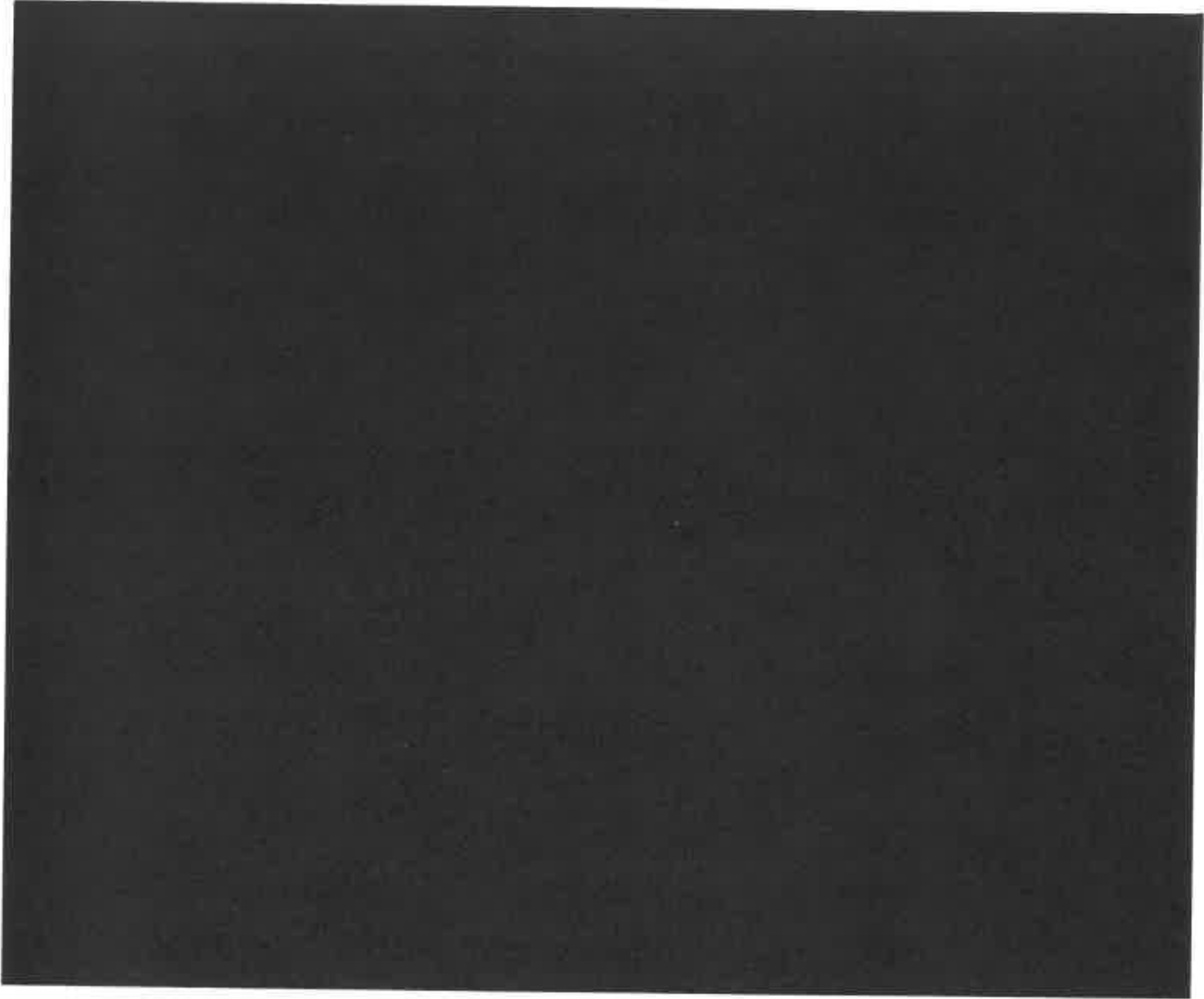


**Annex A: Brief**

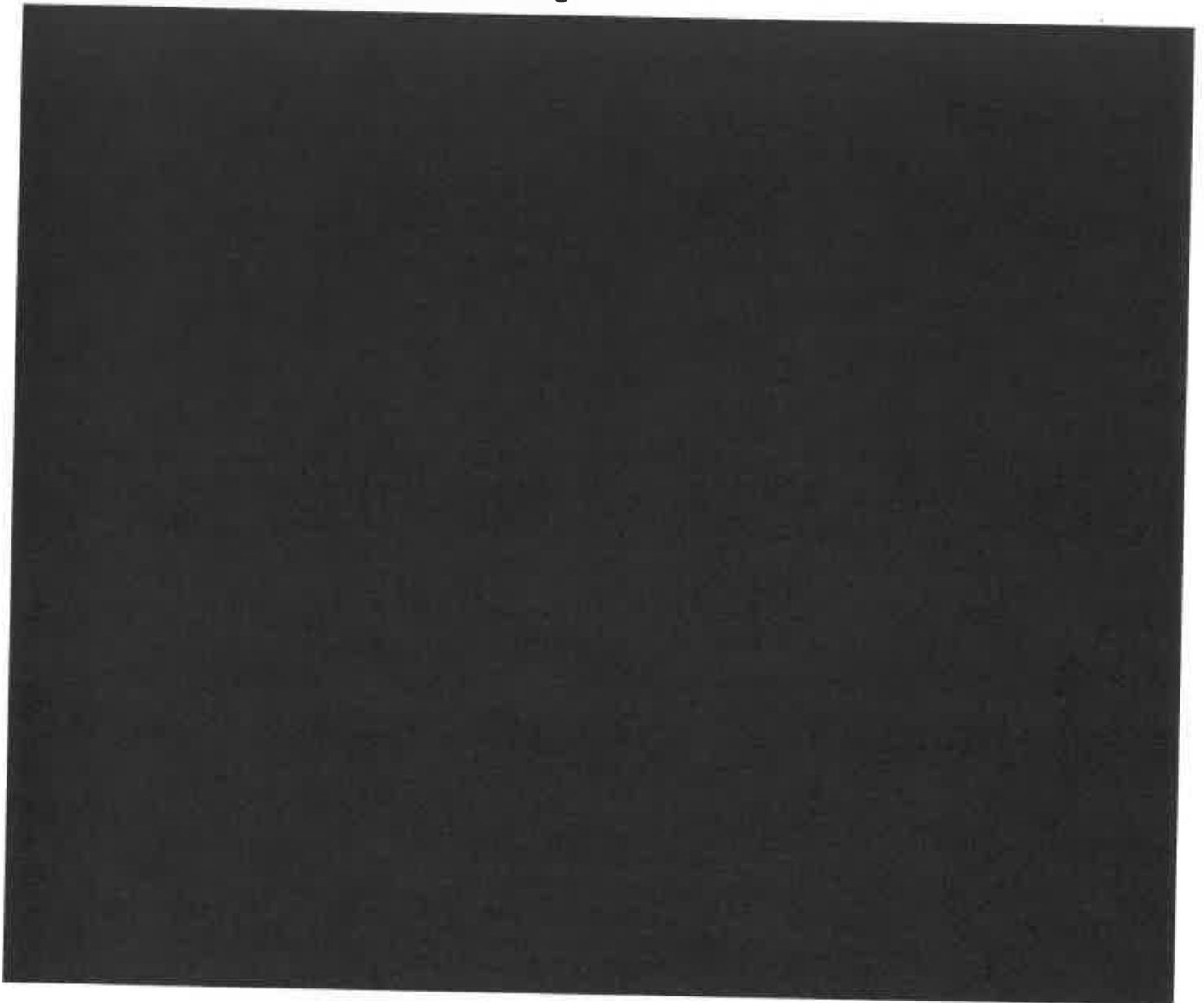
**Year 1 Software Government ESA Pricing**



## Year 2 Software Government ESA Pricing



### **Year 3 Software Government ESA Pricing**



## Support Services

