



G-Cloud 14 Call-Off Contract

This Call-Off Contract for the G-Cloud 14 Framework Agreement (RM1557.14)

includes: **G-Cloud 14 Call-Off Contract**

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Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

Platform service ID number	CCaaS – (Contact Centre as a Service) - 275562563409378
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Call-Off Contract reference	8x8 CCaaS May 2025 – 2028
Call-Off Contract title	IBCA Contact Centre Communications Platform
Call-Off Contract description	Contract for the provision of Contact Centre Communication Platform, and associated set-up costs and training.
Start date	1/05/2025 Service billing start date from 9th May.
Expiry date	8/05/2027
Call-Off Contract value	The Total Contract value for the initial Term [2 Years] is up to £699,996.00 Exc VAT). As detailed within Schedule 2 (Call Off Contract Charges) Spend commitment beyond the initial Two Years (24 months) term is at the sole discretion of the Buyer. The Supplier will not apply indexation, and the price will remain fixed for the duration of the contract.
Charging method	BACS, Electronic Invoice

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Purchase order number	To be provided after contract execution
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This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14). Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	REDACTED TEXT under FOIA Section 40, Personal Information.
To the Supplier	8x8 UK Limited, Oxford House, Bell Business Park, Smeaton Close, Aylesbury, Buckinghamshire, HP19 8JR Company Number: 05083841
Together the 'Parties'	

Principal contact details

For the Buyer:

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REDACTED TEXT under FOIA Section 40, Personal Information.

For the Supplier:
REDACTED TEXT under FOIA Section 40, Personal Information.

Call-Off Contract term

Start date	This Call-Off Contract Starts on 1/05/2025 and is valid for 24 months from the billing start date 9/05/2025 .
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Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier no less than 1 month's written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>For the avoidance of doubt, any extension period will be based on the initial call off period contracted rates.</p>

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under: • Lot 2: Cloud software
G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined in Schedule 2 below.
Additional Services	<p>The Buyer may request additional services within the scope of Supplier's G-Cloud Service Offering:</p> <ol style="list-style-type: none"> 1) Additional Training. 2) Additional support including integration support. 3) Additional licenses,e.g. SMS option.
Location	The Services will be delivered (remotely) to the Buyer's address (as identified further above).

Quality Standards	The quality standards required for this Call-Off Contract are ISO9001 and in alignment with the Supplier's Digital Marketplace listing.
Technical Standards:	The technical standards used as a requirement for this Call Off Contract are ISO 27001 and in alignment with the Supplier's Digital Marketplace listing.
Service level agreement:	The service level and availability criteria required for this Call Off Contract are set out at Annex 1 to Schedule 1.
Onboarding	The onboarding plan for this Call-Off Contract is that the Buyer is responsible for ensuring that any local network equipment, hardware and software used in connection with the Services, and all related configurations (collectively, " Environment "), adhere to the minimum standards and technical requirements specified in applicable Documentation.

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	<p>Documentation means user manuals and technical documentation relating to the Services or equipment, which Supplier makes available to Buyers (whether by posting to www.8x8.com, sending in electronic form or otherwise), but in all cases excluding marketing and promotional materials.</p> <p>Buyer is also referred to the Onboarding information in the Digital Marketplace and Supplier's Service Definition</p>
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Collaboration agreement	Not applicable
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Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed REDACTED TEXT under FOIA Section 43(2), Commercial Interests.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed REDACTED TEXT under FOIA Section 43(2), Commercial Interests. of the annual Charges payable by the Buyer to the Supplier during the Call Off Contract Term.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of REDACTED TEXT under FOIA Section 43(2), Commercial Interests. of the annual Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <p>Ensuring all Buyer's users or agents of the Supplier's Services comply with the Supplier's Virtual Office and Virtual Contact</p>

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	<p>Centre Use Policy which is available to view at https://www.8x8.com/terms-and-conditions.</p> <p>Complying with the Buyer's Responsibility section of the set out in the Statement of Works in Schedule 1 (Where applicable)</p>
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes access equipment such as routers, networks and wireless network, mobile handsets and mobile data used to access the service.</p> <p>Reason: required but not supplied by 8x8</p>

Supplier's information

Subcontractors or partners	Not applicable
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is by Electronic Bank Transfer (BACS).
Payment profile	<p>The Supplier will invoice the Charges (set out within Schedule 2 below) promptly following the Buyer's execution of this Call-Off Contract.</p> <p>The payment profile for this Call-Off Contract with respect to the annually Recurring Charges is annually in advance. Any out of bundle</p>

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	<p>usage shall be charged monthly in arrears with call charges available to view (and updated) monthly at https://www.8x8.com/uk/resources/tools.</p> <p>In the event Buyer orders any additional services throughout the Call Off Contract Term, Buyer shall be invoiced for these additional service on a monthly basis, monthly in advance for Recurring Charges and monthly in arrears for usage.</p> <p>The Parties agree the Supplier will issue invoices with respect to the Charges set out within Schedule 2 from the Call-Off Contract Start Date.</p>
Invoice details	The Supplier will issue electronic invoices annually in advance for Annually Recurring Charges and monthly in arrears for usage. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	<p>Invoices will be sent to accounts payable.</p> <p>REDACTED TEXT under FOIA Section 40, Personal Information.</p>

Invoice information required	All invoices must include the purchase order number, contract reference number CO/IBCA/11223, a summary of the contracted services. All invoices must comply with HMRC requirements for VAT invoices.
Invoice frequency	Invoice will be sent to the Buyer monthly (in advance or arrears – as further detailed within the Payment Profile above).
Call-Off Contract value	As detailed within Schedule 2 (Call-Off Contract Charges).

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Call-Off Contract charges	<p>The total value of this Call-Off Contract for the initial term is £699,996.00 plus VAT.</p> <p>The breakdown of the Charges is set out in Schedule 2.</p>
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Additional Buyer terms

Performance of the Services	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • An Implementation Plan shall be agreed and signed off during the Design and Build stage within a reasonable timescale agreed in good faith between the Parties. • Parties are referred to the Digital Marketplace for more information about offboarding. • Payment milestones (if any) will be set out in Schedule 2 • Subject to the parties agreement of an Implementation Plan, the Supplier shall make available the necessary resources to undertake the activities as further set out within the Statement of Work. • The Supplier shall ensure that it has completed all of the required deployment and user acceptance testing as detailed in the statement of work.
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Guarantee	Not applicable
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Warranties, representations	<p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that:</p> <ul style="list-style-type: none"> • the Supplier will perform its obligations under this Call-Off Contract with all reasonable care, skill and diligence, according to Good Industry Practice. • the Supplier will not intentionally introduce disruptive elements into systems providing services to data, software or Authority Confidential Information held in electronic form. • the Supplier undertakes to the Buyer that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form. • the Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions and Intellectual Property Rights to perform this Call-Off Contract. • the Supplier represents that, in entering into this Call-Off Contract, it has not committed any Fraud. • the Supplier undertakes to pay all taxes due from it to HMRC and will not indulge in "disguised employment" practices when delivering services under this Call-Off Contract, and For the avoidance of doubt, the fact that any provision within this Call-Off Contract is expressed as a warranty shall not preclude any right of termination the Buyer may have in respect of breach of that provision by the Supplier.
Supplemental requirements in addition to the Call-Off terms	<ul style="list-style-type: none"> • The Supplier will comply with Schedule 10: Security Management and ensure compliance of Supplier's Subcontractors as defined in Schedule 10. • Schedule 10 Security Management has been included and covers ISO27001, Cyber Essentials plus, ISO22301 requirements.
Alternative clauses	Not applicable

Buyer specific amendments to/refinements of the Call-Off Contract terms	<ul style="list-style-type: none"> ● Provisioning It is further acknowledged that on the date the Call Off contract is signed, the Subscription Services are provisioned, a tenant and account shall be automatically created for Buyer, and Buyer's designated administrator shall receive email instructions and credentials necessary to access the applicable Subscription Services, assign lines and/or seats to individual users, and otherwise enable Buyer to access and use such Subscription Services. ● Internet REDACTED TEXT under FOIA Section 43(2), Commercial Interests. ● Data Protection REDACTED TEXT under FOIA Section 43(2), Commercial Interests. <p>Security</p> <p>The parties shall adhere to the provisions of Schedule 10 (Security Management)</p>
Personal Data and Data Subjects	<p>Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1</p>
Intellectual Property	<p>Standard Framework and Call-Off contract IPR provisions.</p>
Social Value	<p>Annual donation of £4000 to a UK registered charity on behalf of the Infected Blood Compensation Authority for the duration of the contract. IBCA and 8x8 shall jointly determine the designated charity,</p>

	and the Social Value Manager at 8x8 will be responsible for the management and reporting of the Social Value provision.
Performance Indicators	<p>Data supplied by the Supplier in relation to Performance Indicators is deemed the Intellectual Property of the Buyer and may be published by mutual agreement between the Buyer and the Supplier.</p> <p>[Note required Performance Indicators needed from the Supplier for future publication or otherwise]</p>

1. Formation of contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clauses 8.3 to 8.6 inclusive of the Framework Agreement.

2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.14.

Signed	Supplier	Buyer
Name	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information

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Title	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information
Signature	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information
Date	May 1, 2025	May 1, 2025

2.2 The Buyer provided an Order Form for Services to the Supplier.

Buyer Benefits

For each Call-Off Contract please complete a buyer benefits record, by following this

link: [G-Cloud 14 Buyer Benefit Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 36 months.

2. Incorporation of terms

2.1 The following Framework Agreement clauses (including clauses, schedules and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 to 8.6 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 30 (Insurance)
- 31 (Severability)

- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract' 2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer' 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14 digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier

must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on their own due diligence

6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.

6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

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7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

10. Confidentiality

10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

11.2 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on

substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

11.3.2 The Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim: (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law; (b) alleging that the Buyer Data violates, infringes or misappropriate any rights of a third party; (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

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11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgement against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

11.6.1 rights granted to the Buyer under this Call-Off Contract

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

11.7 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.7.1 modify the relevant part of the Services without reducing its functionality or performance

11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.8 Clause 11.6 will not apply if the IPR Claim is from:

11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.8.2 other material provided by the Buyer necessary for the Services

11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including

by: 12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

13.1 The Supplier must not remove any proprietary notices in the Buyer Data. 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.

13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security - Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>

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13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitive-information-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint: <https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

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14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the

Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses • 7 (Payment, VAT and Call-Off Contract charges)

- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

19.4.4 Any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from CDDO under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

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21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

23.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.

23.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Call-Off Contract.

23.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 30 consecutive Working Days, the other Party can End the Call-Off Contract with immediate effect by notice in writing.

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24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause

24.2 will not be taken into consideration.

25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

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25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who is not a Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to end it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

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29.2.1 the activities they perform

29.2.2 age

29.2.3 start date

29.2.4 place of work

29.2.5 notice period

29.2.6 redundancy payment entitlement

29.2.7 salary, benefits and pension entitlements

29.2.8 employment status

29.2.9 identity of employer

29.2.10 working arrangements

29.2.11 outstanding liabilities

29.2.12 sickness absence

29.2.13 copies of all relevant employment contracts and related documents

29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer.

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will cooperate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier

must: 31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract using the template in Schedule 9 if it isn't a material change to the Framework Agreement or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request using the template in Schedule 9. This includes any changes in the Supplier's supply chain.

32.3 If either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days' notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

Schedule 1: Services

1. Service Description

The Services shall be provided in accordance with the below embedded Service



8x8 XCaaS Service
Description - G Cloud

Description:

2. Statement of Work

The Services shall be provided in accordance with the Statement of Work attached at Annex A to this Schedule 1: Services.

3. Service Level Agreement

The Services shall be provided in accordance with the following Service Levels:

SLA-1. SERVICE AVAILABILITY

SLA-1.1. Service Availability Commitment and Remedies. Supplier (hereinafter referred to as “8x8”) commits to achieving monthly uptime (excluding Planned Downtime) of **99.999%** for the Supplier Services (the “**Ordered X Series Services**”). Buyer shall have the following remedies for 8x8’s failure to meet such commitment:

(a) **Service Credit Remedy** – In the event of Unplanned Downtime in excess of 0.001% in a calendar month (“**Excess Unplanned Downtime**”), Buyer shall be eligible to receive a credit in the amount of ten percent (10%) of the total amount of Service Fees incurred by Buyer for the Ordered X Series Services for such calendar month, provided that such percentage shall increase to thirty percent (30%) in the event that such Excess Unplanned Downtime exceeds 1.0% in such calendar month.

(b) **Termination Remedy** – In the event of Excess Unplanned Downtime for three (3) or more calendar months in any period of six (6) or fewer consecutive calendar months, 8x8 shall be considered to have materially breached the Agreement for purposes of Buyer’s right thereunder to terminate such Agreement for 8x8’s material breach thereof, provided that such Buyer’s termination right shall (i) not be subject to any 8x8 right to cure such breach and (ii) forever and irrevocably lapse, expire, and be waived if not exercised by Buyer in accordance with the applicable terms of the Agreement within five (5) days following the end of the calendar month during which termination right arose.

In addition, in the event of Excess Unplanned Downtime and Buyer’s opening of a related ticket with 8x8 Support, 8x8 shall, upon Buyer’s request, provide Buyer with analytics and information regarding such incident.

SLA-1.2. Scheduling of Planned Downtime. 8x8 shall (a) use commercially reasonable efforts to schedule and conduct Planned Downtime between the hours of 9:00 PM and 3:00 AM UK time; *(where Services are subscribed to in any of the Primary Markets the downtime period of 9:00 PM and 3:00 AM will be based on local time)* (b) notify Buyer at least seventy-two (72) hours in advance of any instance of Planned Downtime that 8x8

anticipates will not last longer than one (1) hour, and (c) notify Buyer at least five (5) days in advance of any instance of Planned Downtime that 8x8 anticipates will last longer than one (1) hour. In addition, in no event shall the total amount of Planned Downtime in any calendar month exceed two (2) hours.

SLA-2. CALL QUALITY

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Subject to Buyer satisfying the following conditions with respect to the network(s) through which the Ordered X Series Services are accessed, Ordered X Series Services shall provide a call quality of at least 3.5 MOS equivalent score for at least ninety-eight percent (98%) of the calls therethrough in a calendar month:

- (a) 8x8 has conducted a network review of the Buyer's LAN and WAN and Buyer has implemented all of 8x8's recommendations arising therefrom;
- (b) the WAN includes either an 8x8-approved MPLS connection combined with a separate DIA connection from two independent vendors or two DIA connections from different independent vendors; and
- (c) upon 8x8's request following any service issue, Buyer fully cooperates with 8x8 to diagnose and address such issue.

Where the foregoing commitment is not met for three (3) separate calendar months within any period of six (6) or fewer consecutive calendar months, 8x8 will be considered to have materially breached the Agreement for purposes of Buyer's right thereunder to terminate such Agreement for 8x8's material breach thereof, provided that such Buyer termination right shall (a) not be subject to any 8x8 right to cure such breach and (b) forever and irrevocably lapse, expire, and be waived if not exercised by Buyer in accordance with the applicable terms of the Agreement within five (5) days following the end of the calendar month during which Buyer termination right arose.

SLA-3. REQUIREMENTS

In order to receive any credit that Buyer is eligible to receive under this Service Level Agreement (this "**SLA**"), Buyer must (a) open a ticket with 8x8 Support regarding the issue giving rise to such credit within two (2) business days of the occurrence of such issue and (b) request such credit via notice to 8x8 within thirty (30) days of the date that Buyer first becomes eligible to receive such credit. Buyer's failure to do both of the foregoing within such timeframes shall result in the waiver and forfeiture of the credit at issue. Each credit to be provided to Buyer under this SLA shall be applied to Buyer's bill for the month following the calendar month during which Buyer requests such credit in accordance with this Section SLA-3 (Requirements). 8x8's records and data shall be the basis for all calculations and determinations under or relating to this SLA. This SLA sets forth Buyer's sole and exclusive remedies with respect to any Unplanned Downtime or outages, downtime, interruptions, or call quality issues with respect to the Ordered SaaS Services or any failure by 8x8 to meet the service levels or commitments set forth in this SLA.

SLA-4. DEFINITIONS

Capitalized terms used and not defined in this SLA shall have the meanings assigned to them in the Agreement to which this SLA applies. When used in this SLA, the following capitalized terms shall have the following meanings:

"Planned Downtime" means any unavailability, interruption, inoperability, or downtime of the Ordered X Series Services resulting from or in connection with scheduled or planned maintenance, care, upgrades, patches, or similar work relating to Ordered X Series Services by 8x8 or its Affiliates or Partners.

"Unplanned Downtime" means the complete unavailability, excluding Planned Downtime and unavailability due to a force majeure event (as described in the Agreement), of substantially all of the Ordered X Series Services. For avoidance of doubt, **"Unplanned Downtime"** does not include any inability to access Ordered X Series Services while they are available to be accessed, including without limitation due to issues with the network,

internet services/connectivity, equipment, and/or devices through which Buyer, Agents, or other parties attempt to access Ordered X Series Services.

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Annex A: Statement of Work

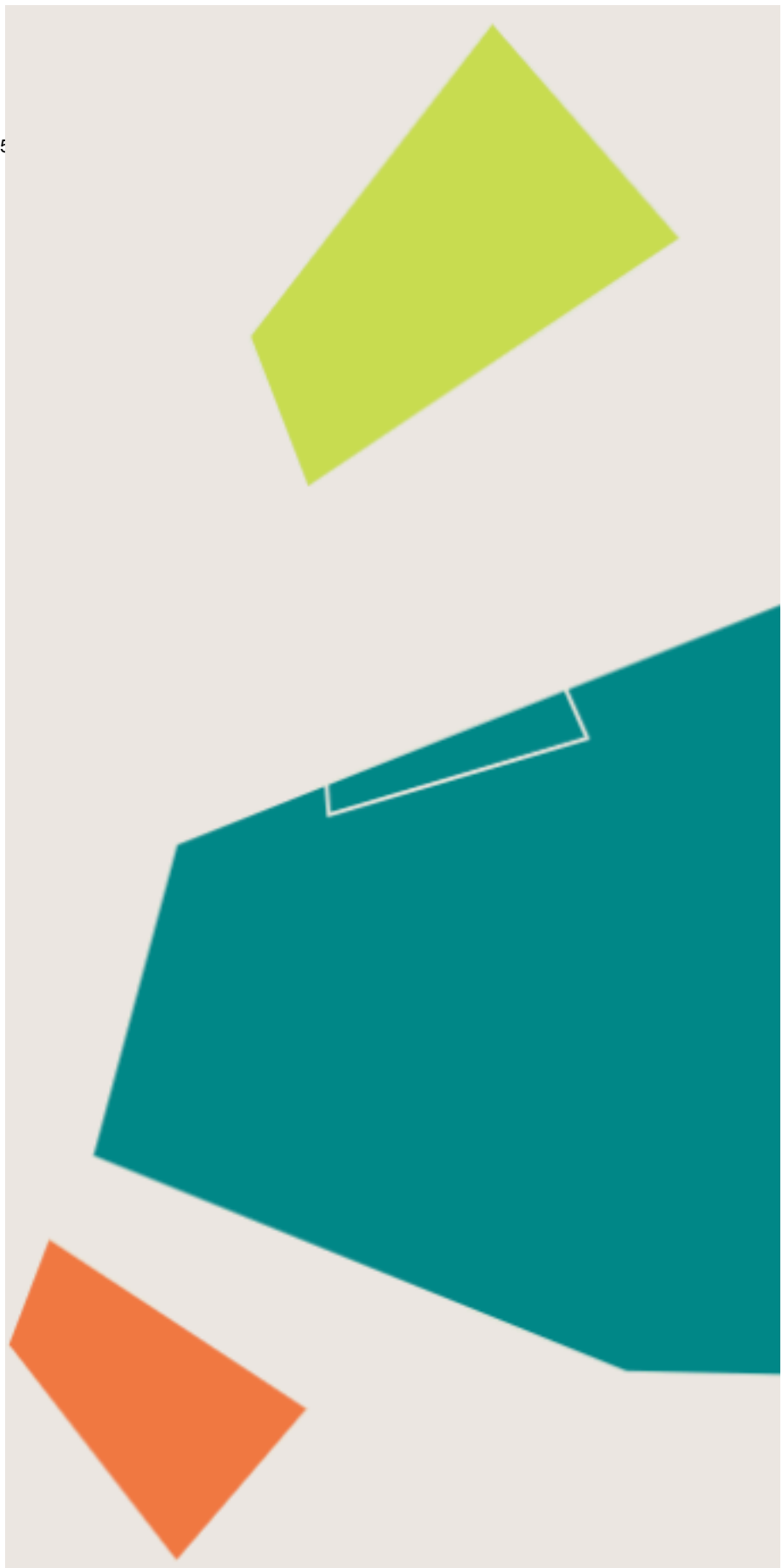
8x8

Infected Blood

Compensation Authority

8x8 Professional Services Statement of Work 8x8

Reference: REDACTED TEXT under FOIA Section 43(2), Commercial



REDACTED TEXT under FOIA Section 40, Personal Information

Infected Blood Compensation Authority | Statement of Work

Professional Services Statement of Work (EMEA)

Docusign Envelope ID: B9402AC1-0F54-45B3-902F-316B5F5D9C8B

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Infected Blood Compensation Authority | Statement of Work**Professional Services Statement of Work (EMEA)**

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About this document

The purpose of this document is to:

- Detail the configuration of the UCaaS and/or XCaaS solution provided by 8x8 for telephony, Contact Centre, Quality Management, and Workforce Management services through X-Series bundles
- Identify risks, gaps, additional feature requests, or out of scope items
- Provide the implementation methodology to be used

8x8 EMEA Professional services delivery overview

REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

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Executive Summary

The goal of this project is to migrate up to 100 customer's agents under account: Cabinet Office to their tenant under account: Infected Blood Compensation Authority.

The parties agree the scope of this SOW and/or 8x8's activities associated with the delivery of the Dedicated Tenancy is limited by the following details; and, 8x8 will not be responsible for any activities and/or tasks that are not otherwise explicitly set out within this SOW.

Customer sites

(Full list of customer sites to be provided to 8x8 Project Team prior to Project Kick-off meeting.)

Site Name	Site Address	Country

No historical data will not be moved across, including but not limited to; call recordings, chat logs, call history, call data, personal contacts and historical reports

REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

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8x8 Resources

The following roles and responsibilities to be filled by 8x8 have been identified as part of this engagement. There may be multiple individuals per role or individuals may play multiple roles on the project. Each role below includes a description of the role.

Project Manager	Remote	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Solution Delivery Consultant(s)	Remote	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
LNP Coordinator	Remote	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Training Coordinator	Remote	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Trainer	Remote/ On-Site	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

Deliverables

	Format	
Configuration Workbook	Document	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

Build Capture Document	Document	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
UAT Sign Off	Document	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Project Completion	Document	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Acceptance Into Service	Process	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

Engagement & Rapid Project Duration

REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

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8x8 Responsibilities

Service Name	Service Description
Project Management	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

Network Assessment	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Solution Design	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
System Configuration	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

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User Configuration	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

Testing	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Porting/ Number Transfer	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Remote Go-Live Support and Troubleshooting	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.



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Assumptions

Dependencies

REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

General Customer Dependencies

In addition to Customer Responsibilities identified above, Customer agrees to the following general responsibilities to enable and support 8x8 to successfully deliver on the scope of the project.

Customer Responsibility	
Network Readiness	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Project Management	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Project Delivery	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
System Administrator Readiness	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Audio Recordings	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
Call Forwarding	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
System Readiness	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.
End User Readiness	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

Porting/ Number Transfer	REDACTED TEXT under FOIA Section 43(2), Commercial Interests.

Governance

REDACTED TEXT under FOIA Section 43(2), Commercial Interests.



of
Work

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Available Training Packages

Training costs are not included within the total value of this SOW and will appear as a separate line item within the order if required

Bundle: Premium Bronze Offering (VOSVC0000T-025) - REDACTED TEXT under FOIA Section 43 Commercial Interests.

Features:-

- Adoption Kit
- Seats for 2 Admins in Admin & Config Course
- 5 End User/Agent Sessions (up to 40 attendees each) optional Train the Trainer sessions
- 2 Training Sessions on Go Live or shortly after if preferred
- Periodic Check-ins and Dedicated Trainer Liaison

Bundle: Premium Silver Offering (VOSVC0000T-026) - **REDACTED TEXT under FOIA Section 43 Commercial Interests.**

Features:-

- Customised Adoption Kit
- Seats for 2 Admins in Admin & Config Course
- 5 End User/Agent Sessions (up to 40 attendees each) optional Train the Trainer sessions
- 1 Dedicated Q&A session for End User/Agent & Supervisors (up to 40 attendees)
- Half-Day Go Live Agent Support/Ad Hoc training
- 1 Follow-Up session for End User/Agent & Supervisors
- Periodic Check-ins and Dedicated Trainer Liaison

Bundle: Premium Gold Offering (VOSVC0000T-027) - **REDACTED TEXT under FOIA Section 43 Commercial Interests.**

Features:-

- Customised Adoption Kit
- Dedicated Full-Day Admin Session (up to 12 Admins)
- 5 End User/Agent Sessions (up to 40 attendees each) optional Train the Trainer sessions
- 2 Dedicated Q&A session for End User/Agent & Supervisors (up to 40 attendees)
- Full-Day Go Live Agent Support
- 2 Follow-Up session for End User/Agent & Supervisors
- Periodic Check-ins and Dedicated Trainer Liaison

Glossary

Agent: Agents are Users who handle Buyer interactions channelled through CCaaS agent channels such as voice, chat, email

Agent Group: An agent group is a collection of agents who report to a supervisor. A single group may serve your entire call centre or may be dedicated to one or more products, services, queues, or to a specific communication channel such as phone, email, or chat. Use groups to organise agents based on function, skill set, or media they use.

Administrator Role: The Primary Administrator inherits the Super User Role which has unrestricted access to manage and configure all objects in Configuration Manager

Additional Local Number (ALN): Used to accommodate for spare numbers being ported in or if a customer has multiple channels for main number and call routing

Analog Telephone Adapter (ATA): A device for connecting traditional analog telephones, fax machines and similar CPE to a digital telephone system or a VoIP telephone network

Auto Attendant: Is a way to route inbound calls to your business. Use auto attendant to let your callers interact with the automated voice menus you define, and self-direct the calls without requiring any manual operator or receptionist. You can plan what you want your callers to experience when they call your company, define schedules and rules, and set up professional greetings for your business

Barge-Monitor-Whisper: a tool that allows office managers and supervisors to optionally listen in on any active call in your phone system; whisper exclusively to the user being monitored (without the other party hearing), or actively join the call and make it a three way conference.

Carrier: A communications company that provides services such as telecommunications and internet

Channel: A channel facilitates communication of interactions in and out of a Virtual Contact Centre tenant. When an interaction comes to the channel via phone, email, chat, or social media, it is directed to the appropriate queues via skill-based routing rules. For example, a phone channel directs inbound phone calls from Buyers to contact centre agents, or an email channel is an email address that your Buyers use to send email requests to the contact centre.

Configuration Manager: Interface to the 8x8 platform where configuration and management functions are conducted by system administrators

Buyer Premises Equipment (CPE): is equipment located on the Buyer's premises which is to be connected to the 8x8 platform. Examples are telephones, ATA's and paging systems

Dial Plan: A dial plan specifies how to interpret phone number sequences dialled by an Agent or User using the phone tab, click-to-dial (or through API), and how to convert them into an ITU-T E.164 normalised outbound dial string. Dial plans can be used to include country codes and area codes, support extension-based dialling, correct the numbers from an external entity, and more.

DID: Direct Inward Dial is a service of a phone company that provides a single or block of telephone numbers for calling into a company's Private Branch Exchange "PBX" system.

Group Call Pickup: Allows employees to answer incoming calls for other group members, without requiring the user to walk to their colleague's phone

Group Paging: Group intercom paging is used to make real-time announcements to a department, team or work area using the intercom feature on your Polycom and Cisco phones. This feature allows Users to send a one-way message to specific paging groups or broadcast your page to all other Polycom or Cisco phones in your office.

Local Number Portability "LNP": Also referred to as Porting or Number Porting, refers to the ability of a "Buyer of record" of an existing fixed-line or mobile telephone number assigned by a local exchange carrier (LEC), in the example "Losing Carrier", to reassign the number to another carrier ("service provider portability"), move it to another location ("geographic portability"), or change the type of service ("service portability").

MAC Address (MAC): MAC Address is a hardware identification number that uniquely identifies each device on a network

Network to Network Interface (NNI): is an interface that specifies signalling and management functions between two networks. An NNI circuit can be used for interconnection of signalling (e.g., SS7), Internet Protocol (IP) (e.g., MPLS) or ATM networks

Outbound Code: Outbound Phone Codes offer a means to set a unique calling line identifier (caller ID) for outbound calls. You can define outbound phone codes to assign caller ID to outbound calls from your tenant. You can also use outbound phone codes to identify the purpose of each outbound call.

Prompt: a pre-recorded message which is played as a greeting or request for the caller to provide additional information in the form of pressing a key on their phone.

Public Switched Telephone Network (PSTN): is the aggregate of the world's circuit-switched telephone networks that are operated by national, regional, or local telephony operators, providing infrastructure and services for public telecommunication.

Quality Management (QM): Quality Management for 8x8 is a tool to monitor, manage and evaluate Agent performance 52

Queue: A queue is an ordered collection of interactions waiting to be served by agents who are qualified to respond to these interactions. Queues serve to present interactions flowing into Virtual Contact Centre to agents based on skill set and availability. Virtual Contact Centre provides sophisticated logic for matching Buyers to the agent who can best solve their problem. Queues direct interactions based on the skill level of agents serving the queue.

Ring Group: Ring groups allow incoming calls to be distributed efficiently among a group of users and throughout a business. A Ring group allows you to have multiple phones ring when one extension or number is dialled. It is often used to efficiently distribute calls within specific departments such as Sales, Buyer Support and Accounting. You can have all the phones in a ring group ring at once or set up a “round robin” approach where the extensions in the group ring in a specific order until the call is answered. Available ring patterns are: cyclic, cyclic repetitive and simultaneous.

Schedule: Schedules define business hours, holidays, and special events that are followed by your company's departments. For example, if your sales and support teams have different hours of operation, use the Schedules tab to create separate schedules for each team.

Script: IVR scripts define how Virtual Contact Centre processes an inbound and outbound interactions such as phone calls, post call surveys, chat and email through an ordered series of script objects that perform real-time processing of the interaction in response to conditions.

Session Initiation Protocol (SIP): SIP is a signalling protocol used for initiating, maintaining, and terminating real-time sessions that include voice, video and messaging applications. SIP is used for signalling and controlling multimedia communication sessions in applications of Internet telephony for voice and video calls, in private IP telephone systems, in instant messaging over Internet Protocol (IP) networks.

Site: A site in Virtual Office represents the location of your business. As your business grows, you can create additional sites. Sites in Virtual Office simplify administration for all endpoints within a site by applying common properties, such as emergency address, language, dial plan and time zone. Moreover, administrators can manage advanced call handling options such as receptionist dialling for the site.

Skill: The skill level determines the routing of interactions within a queue. Virtual Contact Centre attempts to direct interactions to an agent with a higher skill level before directing them to an agent with a lower skill level.

Speech Analytics: With 8x8 Speech Analytics Audio data is converted to text which can be searched and analysed for compliance, Buyer insights, and agent performance to improve your Buyer experience. With this you can analyse a full spectrum of your Buyer interactions and listen to the most important ones, rather than a random handful that have no predetermined context.

Status Code: Status codes enable contact centre supervisors to track how an agent functions through a workday. When an agent is logged in to Agent Console, the agent accepts or rejects interactions, takes breaks, works offline or logs out. The status codes associate an agent's status change with probable reasons for the change and enable supervisors or managers to track the work pattern of agents.

Telco: A provider of telecommunications services such as telephony and data communications

Tenant: A unique and secure contact centre instance running on an 8x8 platform. Through Configuration Manager create and configure all aspects of a contact centre's resources and operational behaviours, including groups, incoming channels, queues, agents, routing scripts, skills, monitoring, recording, and reporting.

Transaction Code: Transaction codes offer a means to apply call disposition to inbound as well as outbound interactions. Each inbound or outbound interaction in a call centre has some purpose and disposition. Transaction codes can be defined to collect call disposition information from the agents at the time of the call and supervisors

can report on this information for analysis and to determine further processing.

User: A user is any Virtual Office contact assigned with 8x8 services (licences) and permissions

Voice over Internet Protocol (VoIP): Also called IP telephony, is a methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, such as the Internet.

Wallboard: The 8x8 Wallboard for Virtual Contact Centre presents real-time metrics of your contact centre operations on a desktop, display TV, or monitor on a contact centre floor.



Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) cannot be amended during the Term of the Call-Off Contract. The detailed Charges breakdown of Recurring and One-Off Charges for the provision of the Services during Term are set out overleaf.

Year 1

Commitment Period Start Date: 9th May 2025

Ramp-Up Period: 6 months from start date

Licences to be added via draw down request form by month, phased as detailed in the below table.

Payment is annually upfront, ramp licences charges have been calculated based on the month they are drawn down on identified in the below table.

REDACTED TEXT under FOIA Section 43 Commercial Interests.

Year 2

REDACTED TEXT under FOIA Section 43 Commercial Interests.

Year 1 Ramp up Terms;

Ramp-Up Period. The customer is purchasing the Total Committed Services for the Commitment Period that starts when the drawdown request is submitted. However, customers may start services early by submitting Drawdown Orders (via a Drawdown Request Form substantially similar to that attached as

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Appendix 1), which 8x8 may accept by email either from the Customer Representative only or from any Customer personnel (as Customer so elects above). In lieu of a Drawdown Request Form, 8x8 also may accept an email from the Customer Representative specifying the number and type of services being requested (based on the Services Description in the table above), in which case services will be provisioned to the location where the majority of the Total Committed Services have been provisioned, or to Customer's address on file (if no services have been provisioned yet). Any such request becomes a "Drawdown Order" when 8x8 receives it. All drawdown requests (in any form) must be submitted by email to **REDACTED TEXT under FOIA Section 40, Personal Information**

Commitment Period. Any portion of the Total Committed Services not started early during the Ramp-Up Period automatically starts on the Commitment Period Start Date. Those services will be provisioned to the location where the majority of the Total Committed Services have been provisioned, or to Customer's address on file (if no services have been provisioned yet). Total Committed Services become part of the Subscription Commitment when 8x8 receives Drawdown Orders for them or the Commitment Period begins (whichever occurs first).

Optional Additional Services

Optional Services available to the Buyer during the Call Off Contract:

REDACTED TEXT under FOIA Section 43 Commercial Interests.

Recurring Charges

REDACTED TEXT under FOIA Section 43 Commercial Interests.

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One Off Charges

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Schedule 3: Collaboration agreement

Not applicable

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Schedule 4: Alternative clauses

Not applicable

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Schedule 5: Guarantee

Not applicable

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Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> • owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes • created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form, set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.

Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
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Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.

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Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.

Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
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ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
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Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Financial Metrics	The following financial and accounting measures: <ul style="list-style-type: none"> • Dun and Bradstreet score of 50 • Operating Profit Margin of 2% • Net Worth of 0 • Quick Ratio of 0.7

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
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Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.14 together with the Framework Schedules.

Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
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Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.

Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.

Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.

Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Supplier Trigger Event
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Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</p> <p>• (c) all other rights having equivalent or similar effect in any country or jurisdiction</p>
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
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Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.

Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
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.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.

Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
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New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.

Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The performance information required by the Buyer from the Supplier set out in the Order Form.

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Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud

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Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.

Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call Off Contract, whether those services are provided by the Buyer or a third party.

Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data and Performance Indicators data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.

Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.

Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Trigger Event	The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days.
Variation	This has the meaning given to it in clause 32 (Variation process).

Variation Impact Assessment	<p>An assessment of the impact of a variation request by the Buyer completed in good faith, including:</p> <p>a) details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract;</p> <p>b) details of the cost of implementing the proposed variation;</p> <p>c) details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the variation; and</p>
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	such other information as the Buyer may reasonably request in (or in response to) the variation request;
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

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