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END USER COMPUTING

CALL OFF SCHEDULE 9

SOFTWARE AND ASSETS

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1. INTRODUCTION

- 1.1 This Call Off Schedule sets out the assets and the software to be used by the Supplier to deliver the Services. Title to such assets and software shall be held as set out below and may transfer to the Customer on expiry, termination or removal of a Service on the applicable terms set out below.
- 1.2 Annexes 1 to 8 of this Call Off Schedule contain lists of all such assets and software at the Call Off Commencement Date. The Supplier shall ensure that all such lists shall be updated from time to time in accordance with this Call Off Contract and contained within the Registers referred to in Paragraphs 3.1.1 and 3.1.2 of Call Off Schedule 11 (Exit Management).
- 1.3 All Annexes in this Call Off Schedule shall be updated and maintained by the Supplier at an operational level as part of SACM and such operational lists shall be treated as binding in respect of the rights and obligations in respect of the same under this Call Off Contract.

2 CUSTOMER ASSETS

- 2.1 The Customer Assets in connection with which the Services are to be provided are set in Annex 1 to this Call Off Schedule.
- 2.2 Title to the Customer Assets shall remain with the Customer at all times.
- 2.3 The Supplier shall have a right to use such Customer Assets to the extent required in order to deliver the Services.
- 2.4 The Supplier shall at all times, take-on, hold, use, maintain and report on such Customer Assets in compliance at all times with the provisions of Call Off Schedule 14 (Services) and this Call Off Contract.
- 2.5 The Supplier shall at all times whilst the Customer Assets are within the Supplier's possession, custody or control, be liable for and insure against the risk of loss, theft, damage or destruction of such Customer Assets until such time as any Customer Asset is delivered or redelivered to the Customer or any End User. The Supplier shall, at its own expense, obtain and maintain insurance of the Customer Assets within the Supplier's possession, custody or control to a value not less than their full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident and such other risks as the Customer may from time to time nominate in writing and for such amounts as a prudent owner of the Customer Assets would insure for to cover any third party or public liability risks of whatever nature and howsoever arising in connection with the Customer Assets within the Supplier's possession, custody or control.

3 SUPPLIER ASSETS

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- 3.1 The Supplier Assets are the assets that the Supplier uses to provide the Services but not including the Customer Assets. Such Supplier Assets shall include, the Supplier Exclusive Assets and, from the date of procurement in accordance with this Call Off Schedule the Supplier Procured Assets.
- 3.2 Title to the Supplier Assets shall remain with the Supplier at all times except that on expiry, termination or removal of Services the provisions relating to the Customer's right to purchase any Supplier Procured Assets or Supplier Exclusive Assets as set out in Paragraphs 4.3 and 5.3 below shall apply.

4 SUPPLIER PROCURED ASSETS

- 4.1 The Supplier shall procure the Supplier Procured Assets (if any). The Supplier Procured Assets are more particularly identified in Annex 2 to this Call Off Schedule. The list of Supplier Procured Assets as set out in Annex 2 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter such list may be amended from time to time via the Change Control Procedure.
- 4.2 Title to the Supplier Procured Assets shall remain with the Supplier during the Call Off Contract Period and thereafter subject to the provisions of Paragraph 4.3 below. For the avoidance of doubt, once the Supplier Procured Assets transfer to the Supplier in accordance with this Paragraph 4.2 then such Supplier Procured Assets shall become Supplier Assets and the terms and conditions relating to Supplier Assets shall apply.
- 4.3 On expiry, termination or removal of a Service, the Customer shall be entitled to buy back the Supplier Procured Assets relating to such Service at the applicable Net Book Value and title to the same shall subject to Paragraph 4.4 below transfer to the Customer or Replacement Supplier, as directed by the Customer on the date of such expiry, termination or removal.
- 4.4 The Supplier agrees that during the Call Off Contract Period it shall as far as it is reasonably possible ensure that no Supplier Procured Asset is affected by any restriction (including any extra cost) against or relating to its future assignment or novation to either the Customer or Replacement Supplier. The Supplier shall notify the Customer in advance of any such restriction prior to the purchase of any Supplier Procured Assets and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative to which the relevant agreement relates.

5 SUPPLIER EXCLUSIVE ASSETS

- 5.1 The Supplier Exclusive Assets (if any) are more particularly identified in Annex 3 to this Call Off Schedule. The list of Supplier Exclusive Assets as set out in Annex 3 to this Call Off Schedule shall be reviewed and updated in

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accordance with the Detailed Implementation Plan. Thereafter such list may be amended from time to time via the Change Control Procedure.

- 5.2 The Supplier Exclusive Assets shall be used exclusively for the provision of the Services to the Customer.
- 5.3 On expiry, termination or removal of a Service, the Customer shall be entitled to buy back the Supplier Exclusive Assets relating to such Service at a price to be agreed which shall be no higher than Net Book Value and title to the same shall transfer to the Customer or Replacement Supplier, as directed by the Customer on the date of such expiry, termination or removal.

6 CUSTOMER SOFTWARE

- 6.1 At the Call Off Commencement Date the Customer is the owner of, holder of the licenses or authorised user of the Customer Software. The Customer Software is more particularly identified in Annex 4 to this Call Off Schedule. The list of Customer Software as set out in Annex 4 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter, such list may be amended from time to time via the Change Control Procedure.
- 6.2 Such list shall identify the version numbers that such Customer Software is currently operating on.
- 6.3 The Customer Software is proprietary to the relevant third party (or the Customer (as applicable)) and the licences to use such Customer Software shall not transfer to the Supplier.
- 6.4 The Supplier shall have a right to use such Customer Software during the Call Off Contract Period on terms to be notified by the Customer to the Supplier in writing.
- 6.5 The Supplier shall at all times take-on, hold, use, maintain and report on such Customer Software in compliance at all times with the provisions of Call Off Schedule 14 (Services) and this Call Off Contract.
- 6.6 On expiry, termination or removal of a Service, the Supplier shall cease using the Customer Software and return the same to the Customer.
- 6.7 In respect of the Customer Software, the Supplier shall install:
- Microsoft Windows Operating System Feature Updates and Quality Updates; and
 - Software patches and version upgrades for other Customer Software,
- at no additional cost to the Customer in accordance with the Service Requirements set out in Call Off Schedule 14 (Services).

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7 SUPPLIER SOFTWARE

- 7.1 The Supplier Software is the software that the Supplier uses to provide the Services. Such Supplier Software shall include, the Supplier Exclusive Software and, from the date of procurement in accordance with this Call Off Schedule the Supplier Procured Software.
- 7.2 In respect of the Supplier Software, the Supplier shall install Updates, Upgrades (including software patches and service packs (where such service packs are solely a collection of patches) at no additional cost to the Customer in accordance with the Service Requirements set out in Call Off Schedule 14 (Services).

8 SUPPLIER PROCURED SOFTWARE

- 8.1 The Supplier shall procure the licences to the Supplier Procured Software (if any). The Supplier Procured Software is more particularly identified in Annex 5 to this Call Off Schedule. The list of Supplier Procured Software as set out in Annex 5 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter, such list may be amended from time to time via the Change Control Procedure.
- 8.2 The Supplier Procured Software shall be licensed to the Supplier and the Supplier shall procure that on the grant of such licences and at all times thereafter that:
- the Customer has a right to use such Supplier Procured Software during the Call Off Contract Period for the purpose of receiving the Services as envisaged by this Call Off Contract; and
 - the licence terms in respect of such Supplier Procured Software shall, subject to Paragraph 8.3 below, permit such licences to be novated/assigned or otherwise transferred to the Customer on agreement between the Parties.
- 8.3 The Supplier agrees that during the term of this Call Off Contract it shall as far as it is reasonably possible ensure that any licence for Supplier Procured Software shall contain a clause permitting its future assignment or novation to either the Customer or a Replacement Supplier as directed by the Supplier, including on expiry, termination or removal of a Service, at no extra cost to the Customer. The Supplier shall notify the Customer in advance of any such purchase if such a clause is not contained within the relevant licence and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative to which the relevant agreement relates.
- 8.4 On expiry or termination (all or part) of the Call Off Contract, the Supplier shall subject to Paragraph 8.3 above ensure that the Customer is entitled to require that the required licences of the Supplier Procured Software are novated, assigned, or otherwise transferred to the Customer or a Replacement Supplier, as directed by the Customer.

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- 8.5 The Supplier will maintain the Software currency for Supplier Procured Software in accordance with the Service Requirements set out in Call Off Schedule 14 (Services).

9 SUPPLIER EXCLUSIVE SOFTWARE

- 9.1 The Supplier Exclusive Software (if any) is more particularly identified in Annex 6 to this Call Off Schedule. The list of Supplier Exclusive Software as set out in Annex 6 shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter, such list may be amended from time to time via the Change Control Procedure.
- 9.2 Such list shall identify the version numbers that such Supplier Exclusive Software is currently operating on.
- 9.3 Title to the Supplier Exclusive Software or the applicable licences relating thereto shall remain with the Supplier for the Call Off Contract Period.
- 9.4 The Supplier Exclusive Software shall be used exclusively for the provision of the Services to the Customer.
- 9.5 The Supplier agrees that during the Call Off Contract Period it shall as far as it is reasonably possible ensure that any licence for Supplier Exclusive Software shall contain a clause permitting its future assignment, novation or transfer to either the Customer or a Replacement Supplier as directed by the Supplier, including on expiry, termination or removal of a Service, at no extra cost to the Customer. The Supplier shall notify the Customer in advance of any such purchase if such a clause is not contained within the relevant licence.
- 9.6 On expiry or termination (all or part) of the Call Off Contract, the Supplier shall subject to Paragraph 9.5 above ensure that the Customer is entitled to require that the required licences of the Supplier Exclusive Software are novated, assigned, or otherwise transferred to the Customer or a Replacement Supplier, as directed by the Customer.

10 THIRD PARTY SOFTWARE

- 10.1 The Third Party Software is more particularly identified in Annex 7 to this Call Off Schedule. The list of Third Party Software as set out in Annex 7 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter, such list may be amended from time to time via the Change Control Procedure.
- 10.2 The Supplier shall wherever practicable procure that:
- the Customer has a right to use such Third Party Software during the Call Off Contract Period for the purpose of receiving the Services as envisaged by this Call Off Contract; and

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- that the licence terms in respect of such Third Party Software permit such licences to be novated / assigned or otherwise transferred to the Customer on agreement between the Parties.
- 10.3 The Supplier agrees that during the Call Off Contract Period it shall as far as it is reasonably possible ensure that any licence for Third Party Software shall contain a clause permitting its future assignment, novation or transfer to either the Customer or a Replacement Supplier as directed by the Supplier, including on expiry, termination or removal of a Service, at no extra cost to the Customer. The Supplier shall notify the Customer in advance of any such purchase if such a clause is not contained within the relevant licence.
- 10.4 On expiry or termination (all or part) of the Call Off Contract, the Supplier shall subject to Paragraph 10.3 above ensure that the Customer is entitled to require that the required licences of the Third Party Software are novated, assigned, or otherwise transferred to the Customer or a Replacement Supplier, as directed by the Customer.

11 THIRD PARTY CONTRACTS

- 11.1 The Third Party Contracts, including for support and maintenance are more particularly identified in Annex 8 to this Call Off Schedule. The list of Third Party Contracts as set out in Annex 8 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Such list may be amended from time to time via the Change Control Procedure.
- 11.2 The Supplier shall ensure that the Third Party Contracts required for the provision of the Services in accordance with the Call Off Contract are in place prior to the relevant Operational Services Commencement Date, including responsibility for novating, assigning or otherwise transferring such Third Party Contracts to the Supplier prior to the relevant Operational Services Commencement Date.
- 11.3 The Supplier agrees that during the Call Off Contract Period it shall as far as it is reasonably possible ensure that any Third Party Contracts entered into during the Call Off Contract Period shall contain a clause permitting its future assignment or novation to either the Customer or Replacement Supplier, at no extra cost to the Customer. The Supplier shall notify the Customer in advance of any such purchase if such a clause is not contained within the relevant third party agreement.
- 11.4 Where the Supplier is unable to procure that any Third Party Contract or other agreement referred to in this Paragraph 11 of this Call Off Schedule which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier

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seeking an alternative Sub-Contractor or provider of Services to which the relevant agreement relates.

- 11.5 On expiry, termination or removal of a Service, the Supplier shall ensure that subject to Paragraphs 11.3 and 11.4 above the Customer is entitled to require that the relevant Third Party Contracts are novated, assigned, or otherwise transferred to the Customer or a Replacement Supplier, as directed by the Customer.

12 TRANSFERRING ASSETS, TRANSFERRING SOFTWARE AND TRANSFERRING CONTRACTS

- 12.1 This Call Off Schedule provides the Customer with an entitlement to require the transfer of certain Assets, Software and Third Party Contracts on the terms of Paragraphs 1 to 11 above.

- 12.2 Any and all such Assets to be transferred shall be the Transferring Assets. Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the termination or expiry of the relevant Service and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.

- 12.3 Where the Supplier is notified in accordance with Paragraph 9.2 of Call Off Schedule 11 (Exit Management) that the Customer and/or the Replacement Supplier requires continued use of any Supplier Exclusive Assets that are not Transferring Assets or any Supplier Non Exclusive Assets, the Supplier shall as soon as reasonably practicable:

12.3.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or

12.3.2 if the Supplier is unable to procure the licence under Paragraph 12.3.1 above, procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

- 12.4 Any and all such Third Party Contracts to be novated, assigned, or otherwise transferred to the Customer shall be Transferring Contracts. The Supplier shall, in accordance with the Exit Plan, as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.

- 12.5 The Customer shall, in accordance with the Exit Plan:

- accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

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- once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 12.6 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.
- 12.7 The Supplier shall indemnify the Customer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Customer (and/or Replacement Supplier) pursuant to Paragraph 12.4 of this Call Off Schedule in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.
- 12.8 Any and all such Software to be novated, assigned, or otherwise transferred to the Customer shall be the Transferring Software. The Supplier shall, in accordance with the Exit Plan, as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Software. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.
- 12.9 The Customer shall:
- accept assignments from the Supplier or join with the Supplier in procuring a novation of each licence of Transferring Software; and
 - once Transferring Software is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Software and exercise its rights arising under that Transferring Software, or as applicable, procure that the Replacement Supplier does the same.

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ANNEX 1 – CUSTOMER ASSETS

Customer Assets	Reference / ID number, if applicable
<ul style="list-style-type: none"> • Server and storage for Active Directory domain controller(for Supplier Test and Build Centre) • Server and storage for SCCM distribution point (for Supplier Test and Build Centre) • LAN equipment and security equipment (for Supplier Test and Build Centre) • Network link between Customer data centre and Supplier Test and Build Centre • Specimen EUD devices (for Supplier Test and Build Centre) • Server and storage infrastructure (for hosting Supplier Procured Software) 	

ANNEX 2 - SUPPLIER PROCURED ASSETS

Supplier Procured Assets	Reference / ID number, if applicable
<p>The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.</p>	

ANNEX 3 – SUPPLIER EXCLUSIVE ASSETS

Supplier Exclusive Assets	Reference / ID number, if applicable
<p>All Supplier Assets shall be Supplier Exclusive Assets.</p>	

ANNEX 4 – CUSTOMER SOFTWARE

Customer Software	Reference / ID number, if applicable
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As listed in column “C” of the attached spreadsheet.

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.

ANNEX 5 - SUPPLIER PROCURED SOFTWARE

Supplier Procured Software	Reference / ID number, if applicable
<p>As listed in column “D” of the attached spreadsheet.</p> <p>The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.</p>	

ANNEX 6 – SUPPLIER EXCLUSIVE SOFTWARE

Supplier Exclusive Software	Reference / ID number, if applicable
<p>All Supplier Software shall be Supplier Exclusive Software, including without limitation, as listed in column “E” of the attached spreadsheet.</p> <p>The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.</p>	

ANNEX 7 – THIRD PARTY SOFTWARE

Third Party Software	Reference / ID number, if applicable
<p>The Supplier Procured Software and the Supplier Exclusive Software, including without limitation, as listed in column “F” of the attached spreadsheet.</p>	

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ANNEX 8 – THIRD PARTY CONTRACTS

Third Party Contracts	Reference / ID number, if applicable
The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.	