Schedule 3: Call-Off Contract

PART 1 ORDER FORM

UK Research and Innovation UK, Polaris House, North Star Avenue, Swindon, SN2 1FL and

XMA LTD, Unit 44 Wilford Industrial Estate, Ruddington Lane, d, ing m, 7EP, United Kingdom (Registered No. 02051703) 02051703

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Call-Off Contract No. DDaT25015 for the supply of Goods, Services and/or Software

Further to the Framework Agreement dated 16/02/2024, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.

2 The particulars of this Call-Off Contract are set out below:

Ite	escriptio	
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is DDaT25015 .	
Parties	Between:	
	(1) UK Research and Innovation (UKRI) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL (Customer); and	
	(2) XMA LTD, Unit 44 Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham, NG11 7EP, United Kingdom (Registered No. 02051703) 02051703	

Call-Off KPIs			
(Cl. Error! Reference	Performance Target	Key Indicator	Performance Measure
source not o d.)	all Goods covered under this Contract within the lead-times specified to member locations throughout the UK.		delivered on time in full
	Stock availability of products listed in the catalogue throughou the Term (of this Contract)	Product Availability	99% of Goods available at all times
	Product reliability	Failure rate o Goods unde warranty	Less than 1% of Goods provided have reported faults
	Respond to all operational enquiries within ing hours.	Provision of Response	95%
	су	Accuracy	95% of all invoices are submit accurately
	Invoice timeliness.	es	95% of all invoices are submitted on time
	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, e ail,	Availability Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre notified maintenance pe s)
Charge (.1)	arge(s)	8,	ing
Access Date (Cl.1.1)	N/A		

Adjustments to the Charges (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract
Contract End Date (Cl. Error! Reference source not found.)	Means 13/04/2026
Customer Liability ap (Cl. 1.1)	100% of the Order value, to a maximum of £50, Ily ag otherwise by the Customer and the Supplie
Delivery Date(s) (Cl. Error! Reference source not d.)	The Supplier shall deliver the Goods by the following date(s): All delivery dates are estimates.
Defects Rectification Period (Cl. Error! Reference source not d.)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 12 months after the Contract End Date, or in respect of any Goods that are repaired or replaced under [Clause Error! Reference source not found.] of the Call-Off Terms and Conditions, the period ending s repl Good
Goods (Cl. Error! Reference source not found.)	

Installation Date (Cl. Error! Reference source not d.)	N/A
Premises (Cl. Error! Reference source not found.)	STFC - RAL Rutherford Appleton Laboratory Harwell Oxford Didcot,Oxfordshire,OX11 0QX.
Services (Cl. Error! Reference source not fou d.)	The Services (where applicable) to be supplied under this Call-Off Contract are as follows: s per q e
Software (Cl. Error! Reference source not found.)	N/A
Software Specification (Cl. Error! Reference source not found.)	N/A
Software Warranty Period (Cl. Error! Reference source not found.)	N/A
Services Commencemen t Date (Cl. Error! Reference	Supply of the Services (where applicable) is to commence on 14/02/2025

source not found.)			
Service Date (Cl. Error! Reference source o found.)	Supply e Se vices (ere applicable)	3/ 4
Supplier Liability ap (Cl. 1.1)	As stated in the Agreeme Customer and the Supplier		e by e
Instalments (Cl. Error! Reference source not found.)	N/A		
Notices (Clause 19.3)	Any written notice provided I the case of the Custome		sent
Data Protection Particulars (Schedule 4)	The subject ma er a duration of the Processing	Data in the context of: The subject matter and dur the Processing shall be in a with the relevant order for and/or Services.	ccordance

data contained will be deleted or destroyed in automated processes. Purpose of Processing: Personal Data will be processed for the purpose of providing warranty and support- related and/or deployment services, as relevant and defined by the selected service levels and support options. The Agreement and the relevant service descriptions and statements of work shall apply for the specifics and p The type of Personal The Personal Data will include: **Data being Processed** • Contact details: which may include name, address, email address, telephone, fax, other contact details, emergency contact details, associated local time zone information. Customer details: which may include contact details, invoicing and credit related data. • IT systems and operational information: which may include personal identifiers, voice, video and data recordings, user ID and password details, computer name, email address, domain name, use names, passwords, IP address, permission data (according to job roles), account and delegate *information for communication* services, individual mailboxes and directories, chat communication d ta software and hardware inventory, tracking information regarding patterns of software and internet usage (e.g. cookies), and information recorded for operational and/or training purposes). • Data subjects' email content and traffic/transmission data; online

interactive and voice communications

	(such as blogs, chat, webcam and networking sessions); support services (incidental access may include accessing the content of email communications and data relating to the sending, routing and delivery of emails). • Other: Any other Personal Data submitted by Customer to Provider as Customer's Processor.
The categories of Data bje	The Data Subjects will include: • The data subjects are Customer' end users, employees, contractors, suppliers and other third parties relevant to the Services

- This Call-Of Contract incorporates all the terms and conditions of the Framework Ag
- For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of t is C C a Agreement shall apply in respect of such work.
- Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.

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Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights o Third Parties) Act 1999

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

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

