

April 2015



CALL-OFF FORM TO ENTER INTO A CALL-OFF CONTRACT UNDER THE PSN SERVICES FRAMEWORK AGREEMENT (reference RM1498):

Dated 16th March 2015, Reference number [FD/HM/16.03.2015/ 900159551 /R-00023393]

- (1) HM Treasury whose principal place of business is at 1 Horseguards Road, London, SW1A 2HQ (the "Customer Authority"); and
- (2) Vodafone Limited (Company Number: 1471587) whose registered address is at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN (the "Contractor").

1 DEFINITIONS AND INTERPRETATION

- 1.2 The Commencement Date shall be 1st April 2015 provided Customer Authority signs and returns this Call-Off Order Form no later than 1st April 2015. Where this Call-Off Order Form is received after 1st April 2015, the Commencement Date shall be the date of Vodafone's signature of this Call-Off Order Form.

2 TERMS OF CONTRACT

- 2.1 This Call-Off Form and its appendices, the Sample Call-Off Order Form, together with the Call-Off Terms (including the Schedules to the Call-Off Terms) shall constitute a Call-Off Contract.
- 2.2 The Call-Off Terms are enhanced by and subject to the contents of this Call-Off Form (including any of its appendices) and, where a term of condition is omitted in this Call-Off Form, the contents of the Sample Call-Off Form (including any of its appendices) shall apply.

APPENDIX 2: INFORMATION REQUIRED FOR CALL-OFF TERMS

1 REPRESENTATIVES AND KEY PERSONNEL

- 1.1 For the purposes of Clause 20.1 of the Call-Off Terms, the Customer Authority Representative shall be: TBA -- responsibilities as per sample call-off
- 1.2 For the purposes of Clause 20.1 of the Call-Off Terms, the Contractor Representative shall be: [REDACTED] -- responsibilities as per sample call-off
- 1.3 In accordance with Clause 20.5 of the Call-Off Terms, the Parties have agreed the appointment of the following Key Personnel: TBA and [REDACTED]

2 OTHER CUSTOMER AUTHORITY PERSONNEL

Customer Authority Service Manager: TBA
Customer Authority PSN Services Contract Manager: TBA
Customer Authority's Change Manager: TBA

7 INDIRECT CUSTOMERS

In accordance with Clause 53.4 of the Call-Off Terms, the following Indirect Customers may enforce the benefit of this Call-Off Contract as a third party to the extent that the Services are being provided to that Indirect Customer: N/A

8 CUSTOMER AUTHORITY AGENT(S)

In accordance with Clause 1.7 of the Call-Off Terms, the following agent or agents of the Customer Authority (including, if applicable, a service/system integrator) have been appointed to act in pursuance of any of the Customer Authority's rights or to perform any of the Customer Authority's obligations or functions under this Call-Off Contract: N/A

9 NOTICES

In accordance with Clause 39.4 of the Call-Off Terms, the following addresses and other details for service of notices shall apply:
Customer Authority: 1 Horseguards Road, London, SW1A 2HQ, United Kingdom

APPENDIX 3: SERVICE REQUIREMENTS AND CONTRACTOR SERVICE DESCRIPTIONS

PART A: SERVICE REQUIREMENTS

The Initial Term shall begin on the Commencement Date and finish at the end of the minimum commitment applicable to the particular service utilised by Customer as set out in the Contractor's Service Catalogue.

Customer Authority may submit further orders from Contractor's Service Catalogue pursuant to this Order Form via the Contractor account manager.

- 65 x renewed voice Connections to Mobile Worker Voice only.
- 625 x renewed handheld data email Connections with Mobile Worker Voice (2GB) (4G)
- 26 x new handheld data email Connections with Mobile Worker Voice (2GB) (4G)
- 131 x renewed MBB Professional Connections (5GB) (4G)