

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	
Call-Off Contract reference	
Call-Off Contract title	Service Partner Toolset – ServiceNow Licences
Call-Off Contract description	 1. Non-Production Instances – Shared Environment 4TB (x1) 2. Agile Team Module (x1) 3. AI Search Starter (x1) 4. Business Stakeholder Licenses (x35) 5. Impact Guided (x1) 6. Integration Hub Starter (x1) 7. Customer Service Management Professional Licenses (x120)
Start date	1 September 2025
Expiry date	31 August 2028

Call-Off Contract value	[REDACTED]						
Charging method	[REDACTED] [REDACTED] [REDACTED] <table border="1" data-bbox="735 1055 1350 1211"> <tr> <td data-bbox="743 1055 935 1099">[REDACTED]</td> <td data-bbox="935 1055 1139 1099">[REDACTED]</td> <td data-bbox="1139 1055 1350 1099">[REDACTED]</td> </tr> <tr> <td data-bbox="743 1133 935 1178">[REDACTED]</td> <td data-bbox="935 1133 1139 1178">[REDACTED]</td> <td data-bbox="1139 1133 1350 1178">[REDACTED]</td> </tr> </table>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]					
[REDACTED]	[REDACTED]	[REDACTED]					
Purchase order number	TBC						

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.

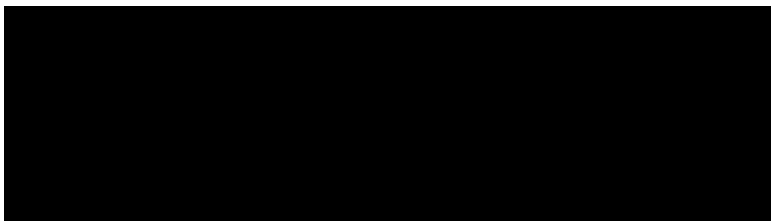
The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

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	
To the Supplier	
Together the 'Parties'	

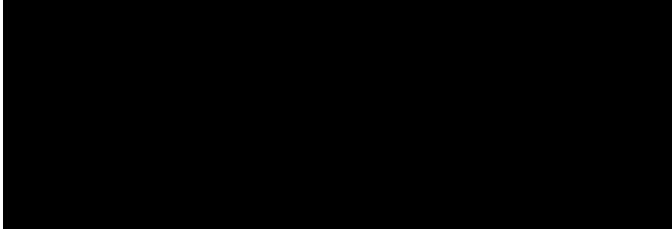
Principal contact details

For the Buyer:





For the Supplier:



Call-Off Contract term

Start date	This Call-Off Contract Starts on 1 September 2025 and is valid for 36 months .
Ending (termination)	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). 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).
Extension period	This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 3 months written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.

Buyer contractual details

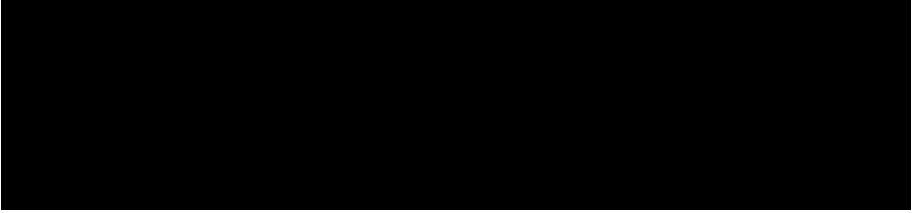
This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

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 with the Framework and outlined below: Information and communication technology (ICT) software development tools
Additional Services	N/A
Location	The Services will be delivered remotely including any meeting that are required.
Quality Standards	The quality standards required for this Call-Off Contract are • ISO 27001 • SSAE 16 SOC 1 Type 1 • SSAE 16 SOC 1 Type 2 • SSAE 16 SOC 2 Type 1 • FISMA • FedRAMP • FDA Quality Management System These are the responsibility of the software provider ServiceNow to provide.
Technical Standards:	N/A
Service level agreement:	The service level and availability criteria required for this Call-Off Contract (between ServiceNow and ARP) is listed in the Customer Support Addendum that can be found here: https://www.servicenow.com/latam/upgrade-schedules.html.
Onboarding	The onboarding plan for this Call-Off Contract shall be for the Supplier to act as the ServiceNow Elite Partner on behalf of the

	Ambulance Radio Programme, following the termination of the existing contract with the incumbent supplier.
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Offboarding	The Supplier shall support any re-procurement and transition activities at the end of this Call-Off Contract.
Collaboration agreement	N/A
Limit on Parties' liability	Defaults by either party resulting in direct loss or damage 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] per year. The annual total liability of the Supplier for all other Defaults will not exceed the greater of [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.
Buyer's responsibilities	The Buyer is responsible for agreeing licence types and volumes in line with future demand change. The Buyer is responsible for signing the ServiceNow Use Authorisation form.
Buyer's equipment	N/A

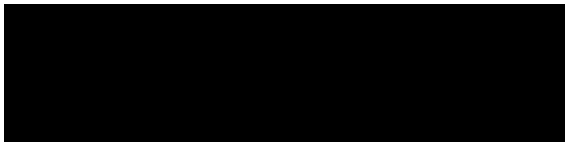
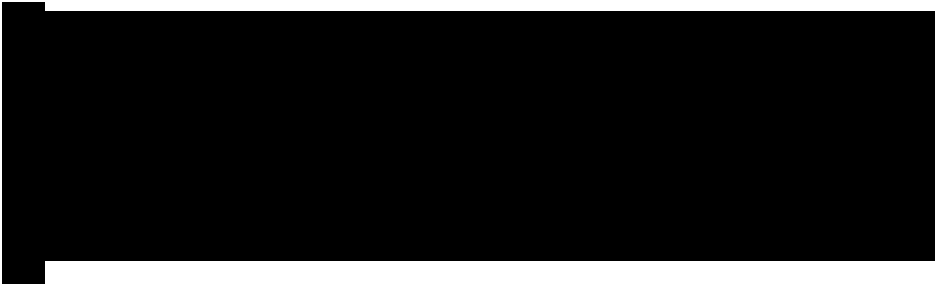
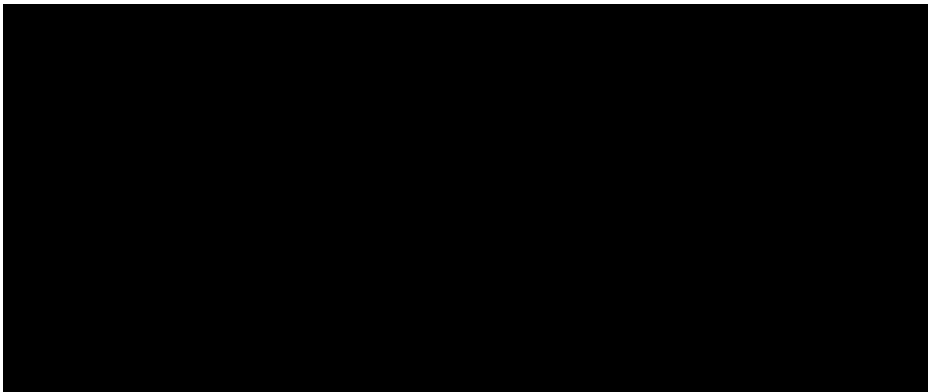
Supplier's information

Subcontractors or partners	
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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 via invoice . All invoices must have a valid Purchase Order number .
Payment profile	The payment profile for this Call-Off Contract is annual in advance.
Invoice details	The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	

	
Invoice information required	All invoices must include a Purchase Order number, Supplier Company Number, the period of Subscription Product coverage, the total invoice charges, total invoice tax charges, total charges inclusive of tax, and a Unique Invoice reference: 1. Subscription Product description, 2. Subscription Product ID reference, 3. Quantity of subscription products 4. Unit costs 5. Total charges per subscription product
Invoice frequency	Invoice shall be raised annually.
Call-Off Contract value	
Call-Off Contract charges	The breakdown of the Charges is as per the below table. The volume or type of licenses may be amended during the term of the subscription under a contract change control procedure.  This can be seen in appendix 1.

Additional Buyer terms

Performance of the Service	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones: • Deploy software • Notify ARP/ServiceNow of deployment of software • Confirm satisfactory performance of the software • Notification of contract end date • Support for re-procurement and transition at the expiry of Call-Off contract
Guarantee	N/A
Warranties, representations	The incorporated Framework Agreement clause 2.3 applies.
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A

Personal Data and Data Subjects	N/A
Intellectual Property	The Terms and Conditions as laid out in the G-Cloud 14 Framework Agreement and Call-Off contract shall be adhered to. In addition, when purchasing ServiceNow licenses and applications, a subscription service agreement is signed between ServiceNow and the client. To ensure this is up to date, ServiceNow maintain a proforma agreement in the following link: https://www.servicenow.com/content/dam/servicenowassets/public/en-us/doc-type/legal/servicenow-subscription-service-agreement-upgrade.pdf
Social Value	All activity is to be handled remotely to be carbon efficient.
Performance Indicators	N/A

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.

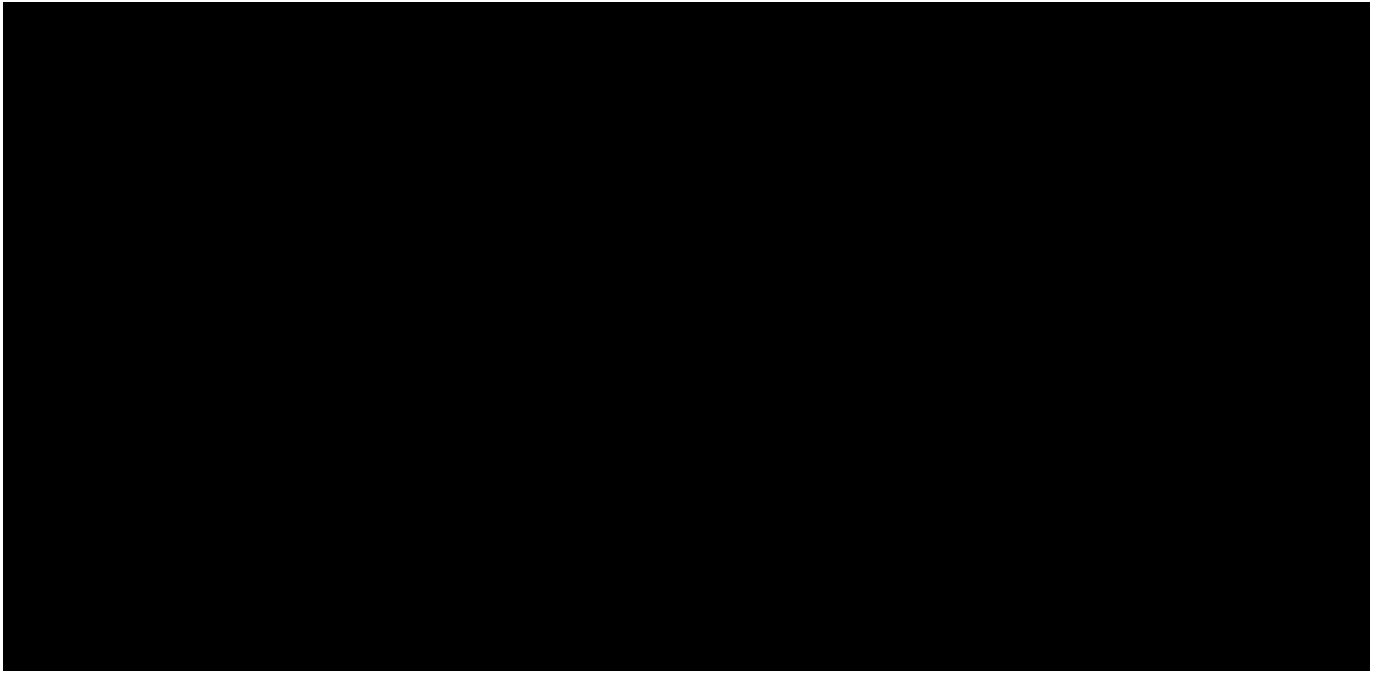
1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

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.



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

Appendix 1

