

CROWN COMMERCIAL SERVICE

**CALL OFF ORDER FORM AND CALL OFF TERMS
CORPORATE SOFTWARE SOLUTIONS**

FRAMEWORK SCHEDULE 4
ORDER FORM AND CALL OFF TERMS

PART 1 – ORDER FORM

SECTION A

This Order Form is issued in accordance with the provisions of the Framework Agreement for Corporate Software Solutions. The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract and for the avoidance of doubt this Call Off Contract consists of the terms set out in this Order Form and the Call Off Terms.

DATE 02/12 /2016
ORDER NUMBER SER 0634
FROM Water Services Regulation Authority (acting as part of the Crown),
City Centre Tower, 7 Hill St, Birmingham, B5 4UA. Representative: Zafar Ibrahim
(zafar.ibrahim@ofwat.gsi.gov.uk) **CUSTOMER**
TO Softcat PLC, Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW.
[REDACTED]

SECTION B

1. TERM

1.1 Call Off Commencement Date:

05/12/2016

1.2 Call Off Expiry Date:

End date of Call Off Contract Period (which cannot exceed five (5) years from the Call Off Commencement Date)

05/12/2021

2. CUSTOMER CORE SERVICES REQUIREMENTS

2.1 Resourced Based Services and/or Services required

In Call Off Schedule 2 (Services)

2.2 [Installation Works (Goods only)]

No goods installation works

2.3 [Packing/Packaging (Goods only)]

Not applicable

2.4 [Warranty Period (Goods only)]

Not applicable

2.5 Location/Sites of Delivery

Services shall be performed remotely from the Supplier's or its Subcontractor's premises except where on site attendance is necessary for the performance of the Services in which event services shall be performed at the Customer's premises in Water Services Regulation Authority City Centre Tower, 7 Hill St, Birmingham, B5 4UA

2.6 Dates for Delivery of the Services

Delivery dates to be agreed between the parties with a final deadline for completion of the Services of 31 March 2017.

2.7 Implementation Plan

In Part A of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)

2.8 Standards

In Call Off Schedule 7 (Standards)

2.9 Service Levels and Service Credits

Not required

2.10 Critical Service Level Failure

Not required

2.11 Performance Monitoring

Not required.

2.12 Period for providing the Rectification Plan

In Clause 36.2.1(a) of the Call Off Terms

2.13 Exit Management

Not Required

2.14 Quality Plan

Not required

2.15 Supplier Software, Customer Software, Third Party Software and Specially Written Software

In Call Off Schedule 9 (Supplier Software, Customer Software and Third Party Software)

3. SUPPLIER'S INFORMATION

3.1 Supplier's inspection of Sites, Customer System, Customer Property and Customer Assets

Schedule 11 does not apply. Supplier has rights to use premises under clauses 29 &30

3.2 Commercially Sensitive Information

Item(s)	Duration of Confidentiality
Any trade secrets and intellectual property in the software products provided to the Customer	In perpetuity
Any detail around personnel or resources	In perpetuity
Any reference to third parties such as clients, vendors and partners	In perpetuity

3.3 Termination on Customer Cause for Failure to Pay an undisputed sum

In Clause 40.1.1

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsibilities

In Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel]

5. CALL OFF CONTRACT CHARGES AND PAYMENT

5.1 Call Off Contract Charges payable by the Customer (including any applicable

Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

Payment through BACS. In Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

SECTION C

6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS

6.1 Call Off Guarantor

Not required

6.2 Key Personnel

In Part C of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel ¹)

6.3 Staff Transfer

Not applicable

6.4 Relevant Convictions

Not applicable

6.5 Failure of Supplier Equipment

Not required

6.6 Maintenance of the ICT Environment

Not required.

6.7 Protection of Customer Data

Not applicable

6.8 Limitations on Liability

In Clause 34 of Template Call Off Terms

6.9 [Insurance]

Employer's Liability – at least £5 million, Public Liability –at least £1million,
Professional Indemnity –at least £5 million

6.10 Termination without cause notice period

In Clause 39.6 of the Template Call Off Terms

7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

7.1 Supplemental requirements to the Call Off Terms

Not used.

7.2 Amendments to/refinements of the Call Off Terms

7.2.1 Clause 4 is deleted and replaced with "Not used"

7.2.2 Clause 6.4 is deleted and replaced with "Not used"

7.2.3 Clause 33.4 to 33.8 are to be interpreted in accordance with any relevant end user licence agreements

7.2.4 Clause 39.1 is deleted and replaced with "Not used"

7.2.5 In clause 43.1, reference to clause 39.1 is deleted

7.2.6 An additional 34.7.5 shall be added:

In May 2018 the existing Data Protection requirements in relation to Data Processors is expected to be superseded by new legislation (the General Data Protection Regulations GDPR) that places greater obligations on their responsibilities and actions. Where the Supplier acts as a Data Processor the Customer will require, prior to this legislation coming into force, a statement that it will comply with the requirements at no extra cost to the Customer.

In addition, the Licence Agreements for each of AI.DATAPPOINT, AI.CLOUD SERVICES, AI.SYNCPOINT and AI.COMPLIANCE EXTENDER which are appended to the Call Off Terms shall form part of the contract terms.

7.3 Alternative and/or Additional Clauses (select from Call Off Schedule 15 (Alternative and/or Additional Clauses))

Not used

8. Key Sub-contractors

The following are the Key Sub-contractors involved in the delivery of the contract.

Company Registration Number	Full legal name and trading name where applicable	Registered Address	Organisation Size (Micro, Small, Medium, Large)	Role of Key Sub-contractor	Approximate % of the contractual obligations sub contracted
NI603151	Automated Intelligence Ltd	Unit 4, The Legacy Building Queen's Road, Queen's Island Belfast, BT3 9DT	Small	Delivery partner	100%

9. FORMATION OF CALL OFF CONTRACT

- 9.1 BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services.
- 9.2 The Parties hereby acknowledge and agree that they have read the Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.
- 9.3 In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt.

For and on behalf of the Supplier:

Name and Title	[Redacted]
Signature	[Redacted]
Date	01/12/2016

For and on behalf of the Customer:

Name and Title	Cathryn Ross, Chief Executive
Signature	[Redacted]
Date	5-12-16