



Crown Commercial Service G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

Part A: Order Form	2
Schedule 1: Services	12
Schedule 2: Call-Off Contract charges	12
Part B: Terms and conditions	13
Schedule 3: Collaboration agreement.....	32
Schedule 4: Alternative clauses.....	44
Schedule 5: Guarantee.....	49
Schedule 6: Glossary and interpretations	57
Schedule 7: GDPR Information	68

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.

Digital Marketplace service ID number	256799633656865
Call-Off Contract reference	Cloud-based telephony omnichannel call centre platform
Call-Off Contract title	Contract for the provision of cloud based telephony and contact centre services
Call-Off Contract description	Contract for the provision of cloud based telephony services to include RingCentral Office, RingCentral Professional Services and RingCentral Contact Center.
Start date	2 nd February 2021
Expiry date	1 st February 2023
Call-Off Contract value	(Prices Exc VAT) Total - £111,903.58 1 st Year - £68,079.58 2 nd Year - £43,824.00
Charging method	Monthly Invoices
Purchase order number	To be confirmed

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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 Deliverables 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	<p>Raven Housing Trust</p> <p>0300 123 3399</p> <p>Buyer's main address:</p> <p>Raven House</p> <p>29 Linkfield Lane,</p> <p>Redhill</p> <p>RH1 1SS</p>
To the Supplier	<p>RingCentral UK Limited</p> <p>0800 098 8136</p> <p>85 Uxbridge Road</p> <p>Ealing</p> <p>London</p> <p>W5 5TH</p> <p>Company number: 06737634</p>
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Director of Transformation

Name: Julia Mixer

Email: julia.mixer@ravenht.org.uk

Phone:

For the Supplier:

Title: Account Executive

Name: Bobby Howe

Email: bobby.howe@ringcentral.com

Phone: 0203 859 7599

Call-Off Contract term

<p>Start date</p>	<p>This Call-Off Contract Starts on 2nd February 2021 and is valid for 24 Months</p>
<p>Ending (termination)</p>	<p>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).</p> <p>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).</p>
<p>Extension period</p>	<p>This Call-off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 1 month written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

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	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> • Cloud based telephony for 140 users • Contact Centre Services for 25 users <div style="display: flex; justify-content: center; gap: 20px;"> <div style="text-align: center;">  G Cloud Initial Order Form (Contact Center Form for Raven Housi </div> <div style="text-align: center;">  G Cloud Initial Order </div> </div>
Additional Services	Not applicable
Location	The Services will be delivered remotely and also at Buyer's location: Raven House, 29 Linkfield Ln, Redhill, RH1 1SS. Where the service is provided at buyer's location, reasonable travel expenses should be agreed in advance and charged to the buyer by the supplier.
Quality standards	The quality standards required for this Call-Off Contract are set out in the Framework Agreement.

Technical standards:	<p>The technical standards used as a requirement for this Call-Off Contract are:</p> <ol style="list-style-type: none"> 1. Fully cloud based; 2. PCI compliant; and 3. offer business continuity and disaster recovery capabilities
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are as set out in the attached Supplier's Master Services Agreement.</p> <div style="text-align: center;">  <p>RingCentral G-Cloud 12 Marketplace_Mast</p> </div>
Onboarding	<p>The onboarding plan for this Call-Off Contract is set out in the embedded Professional Services Schedule of Works, and subject to the Professional Services Agreement as set out in the Supplier's Master Services Agreement.</p> <div style="text-align: center;">   <p>G Cloud - CC SOW G Cloud - RC for Raven Housing TruAgreement (Raven Hc</p> </div>
Offboarding	<p>The offboarding plan for this Call-Off Contract is set out in the Suppliers Service Definition embedded herein.</p>
Collaboration agreement	<p>Not applicable</p>

<p>Limit on Parties' liability</p>	<p>The annual total liability of either Party for all Property Defaults will not exceed One Hundred Thousand Pounds (£100,000).</p> <p>The annual total liability for Buyer Data Defaults will not exceed One Hundred and Fifty Thousand Pounds (£150,000) or Fifty Percent (50%) of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for either Party (excluding liability for Property Defaults and Buyer Data Defaults) will not exceed the greater One Hundred Thousand Pounds (£100,000) or Fifty Percent (50%) of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<p>Insurance</p>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> ● A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract. ● Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 per occurrence. ● Employers' liability insurance with a minimum limit of £5,000,000 per occurrence.
<p>Force majeure</p>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.</p>

Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits:</p> <p>Clause 7.4 to 7.13 of the Framework Agreement.</p>
Buyer's responsibilities	<p>The Buyer is responsible for complying with the G-Cloud RingCentral Master Services Agreement embedded herein.</p> <p> RingCentral G-Cloud 12 Marketplace_Mast</p> <p>The Buyer is responsible for providing any information requested by the Supplier; granting access to the relevant Locations and maintain sufficient internet access, networks and power as set out in the Supplier's Technical Sufficiency Criteria available at https://www.ringcentral.co.uk/legal/technical-suficiency-criteria.html</p>
Buyer's equipment	Not applicable

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners: None</p>
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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 Invoice
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to accountspayable@ravenht.org.uk and copied to Chris Pinfold.
Invoice information required	All invoices must include: Purchase order number and name of Principal Contact.
Invoice frequency	Invoice will be sent to the Buyer Monthly.
Call-Off Contract value	The total value of this Call-Off Contract is £111,903.77.
Call-Off Contract charges	The breakdown of the Charges is: RingCentral Office – Standard: £11.80 per user per month RingCentral Contact Centre – Advanced: £80 per month RingCentral Professional Services: Unified Communications - £5,930 and Contact Centre - £18325.58

Additional Buyer terms

Performance of the Service and Deliverables	This Call-Off Contract will include the Professional Services Schedule of Works, Order Form for RingCentral Office and Order Form for RingCentral Contact Centre services embedded herein.
Guarantee	Not applicable.
Warranties, representations	Not applicable.
Supplemental requirements in addition to the Call-Off terms	Not applicable.
Alternative clauses	Not applicable.
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not applicable.
Public Services Network (PSN)	Not applicable.

Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1
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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 clause 8.3 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 RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	Steven Rafferty	Julia Mixter
Title	UK & I Managing Director	Director of Transformation
Signature	 BE8D7BE627CA455...	 9D39303EACC44C3...
Date	2/2/2021	2/2/2021

Schedule 1: Services

The Supplier shall provide the following Services:

- RingCentral Office – Standard for 140 users
- RingCentral Contact Centre – Advanced for 25 users
- RingCentral Professional Services as set out in the Supplier's Service Description and more particularly detailed in the attached Statement of Work

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

- RingCentral Office – Standard: £11.80 per user per month
- RingCentral Contact Centre – Advanced: £80 per user per month
- RingCentral Professional Services: Unified Communications - £5,930 and Contact Centre - £18,325.58

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link;

[G-Cloud 12 Customer Benefits Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)

- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'

2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

- 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
- 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
 - 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

11.5.1 rights granted to the Buyer under this Call-Off Contract

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.6.1 modify the relevant part of the Services without reducing its functionality or performance

11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.7 Clause 11.5 will not apply if the IPR Claim is from:

11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.7.3 other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
 - 12.2.1 providing the Buyer with full details of the complaint or request
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
 - 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
 - 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)

- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- 21.8.4 the testing and assurance strategy for exported Buyer Data
- 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
- 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
 - 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - 22.1.2 other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

- 27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
 - 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements

- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement

[Not used]

Schedule 4: Alternative clauses

[Not used]

Schedule 5: Guarantee

[Not used]

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> • owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes • created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>

Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').

Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	Default is any: <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.

Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

<p>Force Majeure</p>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
<p>Former Supplier</p>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<p>Framework Agreement</p>	<p>The clauses of framework agreement RM1557.12 together with the Framework Schedules.</p>
<p>Fraud</p>	<p>Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.</p>
<p>Freedom of Information Act or FoIA</p>	<p>The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.</p>
<p>G-Cloud Services</p>	<p>The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those</p>

	services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand

	<ul style="list-style-type: none"> • a Schedule A1 moratorium
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.

Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.

Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.

Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.

Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).

Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 1.1 The contact details of the Buyer's Data Protection Officer are: The Privacy Trust, email: rht-support@privacytrust.com copied to dataprotectionofficer@ravenht.org.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: Payal Mehra – Payal.Mehra@ringcentral.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Includes but is not limited to:</p> <ul style="list-style-type: none"> ● Personal information – name; ● Work Contact information – address, telephone number (fixed and mobile), email address, fax number; ● Employment information – job title, department; <p>Any personal data (including special category personal data) shared by the Buyer or the Buyer's users in the content of communications that are sent and received using the services.</p>
Duration of the Processing	For the term of this Call-Off Contract, or as otherwise required by law or agreed between the Parties.

Nature and purposes of the Processing	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means), reporting, analysing, etc. required to provide or administer the Services.
Type of Personal Data	<p>Includes but is not limited to:</p> <ul style="list-style-type: none"> ● Personal information – name; ● Work Contact information – address, telephone number (fixed and mobile), email address, fax number; ● Employment information – job title, department; <p>The personal data transferred to the Supplier for processing is determined and controlled by the Buyer in its sole discretion. As such, Supplier has no control over the volume and sensitivity of personal data processed through its Services by the Buyer or users.</p>
Categories of Data Subject	<p>Includes but is not limited to:</p> <ul style="list-style-type: none"> ● Buyer's staff (including volunteers, agents and temporary workers); ● Buyer's members; ● Customers/clients; ● Suppliers; ● Members of the public
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Personal data will be destroyed 30 days after termination or expiry of this Call Off Contract.

Annex 2: Joint Controller Agreement

[Not used]

**RingCentral Professional Services
Statement of Work for Implementation Services**

This RingCentral Professional Services Statement of Work for Professional Services (this “**SOW**”) is executed by RingCentral, UK Ltd. (“**RingCentral**”), and Raven Housing Trust (the “**Customer**”) pursuant to, and is subject to, the RingCentral PS Agreement executed by Customer and RingCentral on or about 31st January 2021 (the “**PS Agreement**”). Capitalized terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the PS Agreement.

Customer:	Raven Housing Trust
Quote/SOW Number:	U2021-01823101 linked with CC opp (C2021-01823099)
Labor Cost:	£5,930.00

Project Phases: Single Phase Project

	Scope of the Phase	Value	Completion Criteria
Phase	All the Professional Services described in this SOW.	Same as Labor Cost. (Excluding Taxes and Service Expenses if applicable (Actuals)).	Completion of all Professional Services described in this SOW.

The following activities shall be performed in accordance with this Statement of Work and the PS Agreement at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

1. General

1.1. Assignment of a designated Project Manager (“PM”) – The RingCentral PM will act as Single Point of Contact for delivery services, following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- i. Internal and external kickoff session hosted by RingCentral;
- ii. Creation and management of project governance, to include:
 - a. Project plan and Schedule;
 - b. Communication plan, resource plan, escalation plan, change plan, test plan;
 - c. Action and risk register;
- iii. Completing resource assignment and scheduling in alignment with project schedule;
- iv. Set up of project documentation and timelines in collaboration with designated Customer Single Point of Contact;
- v. Identifying, communicating and mitigating project risks and issues;
- vi. Alignment of scope of services with customer expectations during kickoff;
- vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
- viii. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
- ix. Completing scoped migration and go live support; and
- x. Performing closure procedures at the conclusion of project activities.

2. RingCentral Office Planning and Design

2.1. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”)

The RingCentral PM will partner with the Customer to schedule Planning & Design sessions with customer point of contact. The location(s) and number of users involved in the Planning and Design process are set forth in Appendix A. The RingCentral Delivery Architect collaborates with clients to complete a Business Requirements Document (BRD).

- i. Details within the BRD include:
 - a. Customer Site Information;
 - b. User Upload;
 - c. Data collection for End-User and Administrator Training;
 - d. Porting data;
 - e. Call flow(s);
 - f. Roles and Permissions;
 - g. Delivery Overview;
 - h. Go-Live Readiness Report Card;
- ii. The fully reviewed BRD is signed off by Customer's Project Manager and RingCentral's Project Manager prior to moving to deployment.
- iii. Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

3. RingCentral Office Build

3.1. RingCentral Basic User Interface ("UI") Single Phased Build Out

- i. RingCentral will remotely configure the following interfaces in the system ("UI Build Out") based on the specifications agreed to between the parties in the BRD.
 - a. Up to three (3) locations
 - b. Up to nine (9) Unique Call Flows
 - c. Up to fourteen (14) Call Queue and Ring Groups
 - d. Up to two (2) Custom Roles
 - e. Up to two (2) Templates
- ii. Customization is available to the customer at an additional cost via executed Change Order

3.2. Remote Delivery and Go Live Services

- i. RingCentral will provide remote go live services to complete the following:
 - a. Delivery resource during remote Go Live as defined in Appendix B;
 - b. Document open issues in action log;
 - c. Transition into support services;
 - d. Perform closure procedures at the conclusion of project activities
- ii. Customer responsibilities:
 - a. Customer is responsible for handset placement at locations listed in Appendix B
 - RingCentral to provide instructions and best practices for handset placement, test, and endpoint registration
 - b. Customer is responsible for decommission and disposal of any legacy equipment

4. RingCentral Training Services

4.1. Admin Training – RingCentral Professional Services will provide resources to complete the following:

- iii. Up to two (2) hours of remote admin training
- iv. Sessions cover the following:
 - a. Building, activating, disabling and deleting users;
 - b. Managing user settings with role, templates, and User groups (if applicable);
 - c. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance;
 - d. Managing phones and numbers including assisted provisioning;

- e. Call flow management;
 - f. Reports and call logs; and
 - g. Familiarization with Support/Training/Help resources
- v. Session recordings are included at no additional cost
- vi. Online, self-service admin training at RingCentral University included at no additional cost
 - h. Webinars & Videos, Getting Started Tutorials, and User Guides
- vii. Custom admin training, documentation, and videos available at an additional cost via executed Change Order
- viii. Additional admin sessions are available to the customer via Change Request at an additional charge
- ix. Helpdesk training sessions are available to the customer at an additional cost via executed Change Order
- x. Customer agrees that cancellation of confirmed training, in writing, within 24 hours of the training date/time will release RingCentral's obligation to deliver the training. Rescheduling of the cancelled training will be at RingCentral's discretion and shall not delay execution of the Professional Services Project Completion Form
- xi. Customer will have up to 90 days from time of SOW completion to complete training
- xii. Customer and RingCentral agree that Professional Services Project Completion Form shall not be withheld by Customer for delays in the delivery of the RingCentral training services

4.2. End User Training - RingCentral Professional Services will provide resources to complete the following:

- i. Any combination of the following one (1) hour remote end user training sessions for a total of up to three (3) sessions:
 - a. Standard End User
 - b. Train the Trainer (Standard End User)
 - c. Exec Assistant/Front Desk
 - d. Remote User
- ii. Session recordings included at no additional cost
- iii. Online, self-service end user training at RingCentral University included at no additional cost
 - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- iv. Custom end user training, documentation, and videos available at an additional cost via change request
- v. Additional end user sessions are available to the customer via Change Request at an additional charge
- vi. Customer agrees that cancellation of confirmed training, in writing, within 24 hours of the training date/time will release RingCentral's obligation to deliver the training. Rescheduling of the cancelled training will be at RingCentral's discretion and shall not delay execution of the Professional Services Project Completion Form
- vii. Customer will have up to 90 days from time of SOW completion to complete training
- viii. Customer and RingCentral agree that Professional Services Project Completion Form shall not be withheld by Customer for delays in the delivery of the RingCentral training services

5. Customer Responsibilities – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:

- i. The customers LAN/WAN infrastructure;
- ii. Network minimum requirements for RingCentral as a Service model;
 - a. Quality of Service (QoS) configuration;
 - b. Firewall or Access Control List (ACL) configuration;
 - c. Power over Ethernet (POE) port activation / configuration;
- iii. Configuration and software installation on customer PCs;
- iv. Decommission and disposal of any legacy equipment;

- v. Customizations on individual User endpoints, or phone settings;
- vi. Provide workspace for RingCentral on-site personnel (as scoped);
- vii. Overhead paging;
- viii. Postage Machines;
- ix. Credit Card or Point of Sale (POS) Machines;
- x. Door buzzer or Automatic Door Controller;
- xi. Third party SIP phones;
- xii. Headsets;
- xiii. Analog Devices.

6. Customer's Telephone Number Porting –The Customer is responsible for authorizing the telephone number porting by RingCentral. RingCentral shall provide guidance on porting data collection, and shall assist with submission of porting request(s). This effort pertains to those locations identified in Appendix B. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers.

- i. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
- ii. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
 - a. Any additional port rejections will be the responsibility of the Customer;
 - b. Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"s), billing information, and authorized signer for each location;
 - c. Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;

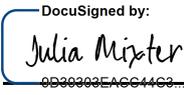
7. Delays and Changes- Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**," a sample of which is attached as Appendix C to this SOW), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees.

8. Project Phasing. - The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases"). Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

IN WITNESS WHEREOF, the Parties have executed this RingCentral Professional Services Statement of Work for Implementation Services below through their duly authorized representatives.

Customer

Raven Housing Trust Limited

By:  DocuSigned by:
0D30303EAC64462...

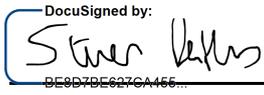
Name: Julia Mixer

Title: Director of Transformation

Date: 2/2/2021

RingCentral

RingCentral, UK Ltd.

By:  DocuSigned by:
DE8D7DE627CA456...

Name: Steven Rafferty

Title: UK & I Managing Director

Date: 2/2/2021

**RingCentral Professional Services
Statement of Work for Professional Services
Appendix A
Planning and Design Location**

Planning and Design Location Address(s):	Up to # of Users
Remote	140

**RingCentral Professional Services
Statement of Work for Professional Services
Appendix B**

Site	Address	Number of Users	Deployment Type	Number of Site Visits	Technician Days On-Site	Rate per Site
1	Raven House, 29 Linkfield Ln, Redhill, ENGLAND RH1 1SS	140	Remote	0	0	£5,930.00

**RingCentral Professional Services
Statement of Work for Professional Services
Appendix C**

Change Order Form for Implementation Services

This Change Order to the Statement of Work is subject to the Professional Services Agreement (the “**PS Agreement**”) by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget. By executing this Change Order, the parties agree to be bound by the terms and conditions set out in the PS Agreement with respect to the Services to be performed under the PS Agreement and Statement of Work (“**SOW**”) indicated below as modified by this Change Request.

Effective Date of PS Agreement:	Effective Date of SOW:		
Project Name:	Request Date:	PO Number:	Quote Number:
Customer Name:	Requested By:	Requestor Phone:	Requestor email:

Customer Address:

Specific Details Explaining the Change:

Change 1

<u>Quantity:</u>	<u>Description:</u>	<u>Professional Services Cost:</u>
Change Order Total:		

Impact on Project Timeline and Scheduled Delivery Date:

Impact on SOW Pricing:

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the “**Effective Date**”).

Customer

RingCentral

By: _____
 Signed: __SAMPLE ONLY__
 Title: _____

 Date: _____

By: _____
 Signed: __SAMPLE ONLY__
 Title: _____

 Date: _____

RingCentral Professional Services Statement of Work for Implementation Services

This RingCentral Professional Services Statement of Work for Professional Services (this “**SOW**”) is executed by RingCentral, UK Ltd. (“**RingCentral**”), and Raven Housing Trust Ltd (the “**Customer**”) pursuant to, and is subject to, the RingCentral PS Agreement executed by Customer and RingCentral on or about 31st January 2021(the “**PS Agreement**”). Capitalized terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the PS Agreement.

Customer:	Raven Housing Trust Ltd
Quote / SOW Number:	C2021-01823099 Linked to UC opp (U2021-01823101)
Labour Cost:	£18,325.58

Multiphase Project – By Solution / Functionality

	Scope of the Phase	Value	Completion Criteria
Phase 1	Core Contact Center <ul style="list-style-type: none"> Core CC build 	£6,507.58 (Plus all applicable taxes and expenses)	Completion of specific Professional Services described in Section 2 of this SOW.
Phase 2	Core Contact Center <ul style="list-style-type: none"> Chat Implementation 	£950.00 (Plus all applicable taxes and expenses)	Completion of specific Professional Services described in Section 2.3 of this SOW.
Phase 3	Core Contact Center <ul style="list-style-type: none"> Email Implementation 	£950.00 (Plus all applicable taxes and expenses)	Completion of specific Professional Services described in Section 2.3 of this SOW.
Phase 4	Advanced Applications: <ul style="list-style-type: none"> Payment Self Service IVR 	£4,788.00 (Plus all applicable taxes and expenses)	Completion of specific Professional Services described in Section 2.4 of this SOW.
Phase 5	Advanced Applications: <ul style="list-style-type: none"> CRM Advanced implementation plus Call Routing 	£5,130.00 (Plus all applicable taxes and expenses)	Completion of specific Professional Services described in Section 2.5 of this SOW.

The following activities shall be performed as part of this Statement of Work and in accordance to the PS Agreement:

9. **General**

9.1. Assignment of a designated Project Manager (“PM”) – Both, Customer and RingCentral will designate a PM who will act as Single Point of Contact (SPOC) for delivery services for all the Phases.

9.2. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”) review – During this process, the Customer engages its subject matter experts (SME’s) to define, capture, record, and review the existing Customer environment and design for the future-state Customer solution. RingCentral will be responsible for introducing and completing the Business Requirements Document with input from the Customer. The fully reviewed BRD is signed off by RingCentral’s Project Manager and the Customer’s Project Manager prior to moving to deployment. Any changes to the fully executed BRD will require a Change Order and may subject to additional fees. Data captured may include, but is not limited to, the following:

- i. Customer Site Information;
- ii. User upload;
- iii. Agent names and assignments;
- iv. Teams, campaigns, skills, POC;

- v. Multi-channel integration as specified in the SOW;
- vi. Porting data;
- vii. Call Flow – Current state and future state desires;
- viii. Deployment Overview;
- ix. Go-Live Readiness Report Card;
- x. Any/all other relevant information to fully understand the customer Contact Center end state;
- xi. Any items deemed outside standard delivery requirements may result in additional fees and should be requested via Change Order.

10. RingCentral Contact Center

10.1. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”) review – The parties will work on the Planning and Design Process and will prepare the Business Requirements Document as set forth in Section 1.2 of this SOW.

2.2 Network Readiness Assessment – RingCentral will provide the Customer with one (1) assessment of the customer’s primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the customer’s firewall (edge). RingCentral’s Network Engineer will provide the following:

- i. RingCentral Network Requirements Documentation;
- ii. Satellite Installation Guide;
- iii. Assistance with satellite installation;
- iv. Document and share results of network assessment for customer reference;

Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment for this project.

Additional network assessments or consultations are available to the customer via an executed Change Order and will result in additional fees. This may include additional ISP links or sites.

2.3 Implementation– This remote stage will provide a complete build-out of the following features and applications (subject to the specifications the fully executed BRD developed, and agreed upon, during the Planning and Design Sessions by RingCentral Project Manager and Customer Project Manager):

- i. Core studio scripting and Central administration
 - a. Administration of up to **25** named customer agents;
 - b. Administration and assignment of teams, locations, stations;
 - c. Administration and assignment of security and agent profiles;
 - d. Administration and assignment of skills, campaigns, dispositions, points of contact, hours of operations;
 - e. Development and testing of call flows in Studio of up to **50** skills as defined in the executed BRD;
 - f. Configuration of virtual extensions in RingCentral office for agent leg termination;
- ii. Configuration of requested additional contact channels
 - a. Web chat integration
 - Integration of chat with company website
 - b. Email agent integration
 - Standard email integration to contact center
 - Build scripting logic to intelligently route emails to best available agents
- iii. Configuration of Callback in Queue feature and integrate into Studio scripting
- iv. Configuration of menus and scripting in English only
 - a. Text to speech menu configuration included for English
 - b. Customer is responsible for menu and prompt recordings (as necessary)
 - c. RingCentral voice talent is available for recordings at an additional cost
- v. Native reporting functionality for the Contact Center agents and supervisors

- a. Custom report creation is not included in this proposal
- vi. Full time call recording for all inbound and outbound calls through RingCentral Contact Center
 - a. RingCentral Contact Center licenses include 1GB recording storage per license, per month as part of the service.
 - b. Additional on-board and long-term storage options are available.
 - c. If Customer exceeds the allotted 1GB recording storage, Customer shall be charged for the overage recording storage at a rate specified in the relevant Contact Center Order Form.
 - d. The recording storage is configured for 30 days of storage as part of this implementation.
- i. Single instance of remote go live support for up to 25 agents.

2.4 Premium Self-Service IVR with an Integration to Customer Payment Provider

- i. Advanced API integration to customer provided Payer solution for payment receipt functionality
 - a. Design and build of an IVR that allows callers to interact with the IVR to perform tasks such as:
 - Authentication of Customer
 - i. Account look-up via unique ID
 - Account balance and last payment date
 - Make a payment (API integration to payment system required)
 - Posting payments to an account
 - b. All features / functionality is subject to final executed BRD following planning and design
 - Up to six method calls to payment processor for collection information
 - i. Includes handling up to three (3) error returns from processor
 - Up to one payment method (credit card or ETF)
 - ii. Additional payment methods are available via change request at an additional charge
- ii. Secondary integration to another application to relay the token is not included unless API Integration to second solution is included
 - a.
- iii. Supported integrations include:
 - a. RESTful API integration with Application/JSON or Application/XML
 - The return type must match the request type
 - Returns can be no larger than 32k
 - URL must be public facing
- iv. Customer is responsible for proper licensing with provided CRM to support the required configuration
 - a. Any one-time, or recurring charges necessary from customer CRM are the sole responsibility of the customer
- v. Middleware development for integration not included
 - a. Additional development effort may incur incremental charges

2.5 API Integration to Customer CRM (MS Dynamics)

- i. API integration to customer provided CRM
 - a. Data dip into customer provided CRM to initiate Screen Pop to customer Agents
 - a. Included integration with customer CRM using standard objects
 - b. Custom object integration is not included in this offering but is available at an additional charge via change request
 - b. Capture of interaction details and allow agent disposition on case / ticket
- ii. Supported integrations include:
 - a. RESTful API integration with Application/JSON or Application/XML

- The return type must match the request type
 - Returns can be no larger than 32k
 - URL must be public facing
 - RESTful API must support push or pull of necessary data to support the screen pop
 - RESTful API must support push or pull of necessary data to support click-to-dial
- iii. Customer is responsible for proper licensing with provided CRM to support the required configuration
 - a. Click-to-call interaction with customer CRM
 - Customer CRM must support click-to-dial via API call for RingCentral to deliver this functionality
 - Customer is responsible for development and licensing of features to enable click-to-dial on the CRM
 - b. Customer is responsible to provide documentation and access to all available API's for integration
 - Customer is responsible to provide a working copy of the API via Postman or working code
 - Failure to supply working examples of code, or Postman samples will result in API phase moving to a hold state until provided
 - Example code or Postman samples are provided for reference in Appendix A of this document
 - c. Any one-time, or recurring charges necessary from customer CRM are the sole responsibility of the customer
 - d. Proper documentation of authentication rules
 - iv. Middleware development for integration not included
 - a. Additional development effort may incur incremental charges

2.6 Admin Training – RingCentral Professional Services will provide resources to complete the following:

- i. One (1) hour of remote Admin training
 - a. Standard business as usual (BAU) moves, adds, and changes in Central;
 - b. Skill, campaign, disposition, and tag routing; and
 - c. Users and teams
- ii. One (1) hour of remote Supervisor training
 - a. Agent management;
 - b. Agent and call monitoring; and
 - c. Reporting and analytics in Central
- iii. One (1) hour of remote Reporting training
 - a. Reporting and analytics in Central;
 - b. Agent, performance, contacts, and account reporting; and
 - c. Custom reporting overview (if applicable)
- iv. Session recordings are included at no additional cost
- v. Online, self-service Admin training included via RingCentral University at no additional cost
- vi. Additional Admin sessions available at an additional cost via change request
- vii. Custom Admin training, documentation, and videos available at an additional cost via change request

2.7 End User Training - RingCentral Professional Services will provide resources to complete the following:

- i. Up to (3) one (1) hour remote Agent training sessions
 - a. Note: The number of Agent sessions is calculated based on seats. Each seat is equivalent to one end user.
- ii. Sessions cover the following:

- a. Agent application (MAX Agent and/or Salesforce Agent) basics;
- b. Incoming calls;
- c. Email, chat, and voicemail; and
- d. Agent reports
- iii. Session recordings are included at no additional cost
- iv. Online, self-service End User training included via RingCentral University at no additional cost
- v. Additional End User sessions available at an additional cost via change request
- vi. Custom End User training, documentation, and videos available at an additional cost via change request

3 Customer Responsibilities – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:

- i. The customers LAN/WAN infrastructure;
- ii. Network minimum requirements for RingCentral as a Service model;
 - a. Quality of Service (QoS) configuration;
 - b. Firewall or Access Control List (ACL) configuration;
 - c. Power over Ethernet (POE) port activation / configuration;
- iii. Configuration and software installation on customer PCs;
- iv. Completion of thorough User Acceptance Testing (UAT) prior to go live;
- v. Customer web integration resource to assist with URL placement for webchat integration (as scoped in section 2.3);
- vi. Customer email integration resource to assist with email alias placement for email routing (as scoped in section 2.3);
- vii. Tracking resource attendance and completion of all provided training session(s);
- viii. Assignment of customer development resource for integration with customer provided CRM solution for API configuration;
- ix. Telephone Number Porting;
- x. Configuration and software installation on customer PCs;
- xi. Overhead paging;
- xii. Postage Machines;
- xiii. Credit Card or Point of Sale (POS) Machines;
- xiv. Door buzzer or Automatic Door Controller;
- xv. Third party SIP phones;
- xvi. Headsets;
- xvii. Analog Devices.

4 Customer's Telephone Number Porting –The Customer is responsible for the telephone number porting. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:

- i. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
- ii. Any additional port rejections will be the responsibility of the Customer;
- iii. Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"s), billing information, and authorized signer for each location;
- iv. Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;

- 5 **Delays and Changes-** Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees.

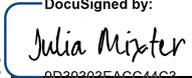
- 6 **SOW Expiration.** - If this SOW is not returned to RingCentral dully signed by the Customer within 30 days from the date it was sent to the Customer, RingCentral reserves the right to reject this document and provide new terms.

- 7 **Project Phasing.** - The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases"). The Professional Services may also be provided on a time and material basis ("T&M Services") paid by the hour based on the then current T&M Services Hourly Fee offered by RingCentral, and calculated on the bases of RingCentral service records. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

IN WITNESS WHEREOF, the Parties have executed this RingCentral Professional Services Statement of Work for Implementation Services below through their duly authorized representatives.

Customer

Raven Housing Trust Ltd

By:  _____
DocuSigned by: 0D30303EAC644C3...

Name: Julia Mixer

Title: Director of Transformation

Date: 2/2/2021

RingCentral

RingCentral, UK Ltd.

By:  _____
DocuSigned by: 0E3D79E627CA465...

Name: Steven Rafferty

Title: UK & I Managing Director

Date: 2/2/2021



INITIAL ORDER FORM - CONTACT CENTER SERVICES

This Initial Order Form is a binding agreement between RingCentral UK LTD (“RingCentral”) and Raven Housing Trust Limited, (“Customer” or “You”) (together the “Parties”), for the purchase of the Contact Center Services, licenses, and products listed herein. This Initial Order Form is subject to the terms and conditions specified in the applicable Agreement between the Parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

Service Provider	
Service Provider	RingCentral UK LTD
Address	25 Canada Square, Level 37
City, State & Zip Code	London, England, E14 5LQ
Country	United Kingdom

Customer	
Customer	Raven Housing Trust Limited
Address	Raven House, 29 Linkfield Lane,
City, State & Zip Code	Redhill, England RH1 1SS
Country	United Kingdom
Billing Contact Person	
Billing Contact Phone	
Billing Contact E-mail Address	

Service Commitment Period	
Start Date	February 2 nd , 2021
Initial Term	Coterminous with the Initial Term as agreed between the Parties



Service Commitment Period	
Renewal Term	Coterminous with the Renewal Term as agreed between the Parties

Payment Schedule	Monthly Payment Schedule
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RingCentral Contact Center Services					
Summary of All Services					
Service	Charge Term	Qty	Rate	Monthly Subtotal	One-time Subtotal
Contact Center: Advanced Edition Seat 20 - 99 (2 ports)	Monthly - Contract	25	£80.00	£2,000.00	£0.00
New Service Amount *				£2,000.00	£0.00
Total Initial Amount *				£2,000.00	

*Amounts are exclusive of applicable Taxes and Fees.

Cost Center Billing:

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.



ATTACHMENT A

RingCentral Contact Center Services - Overage Rates	
Service	Rate
Contact Center: Automated Speech Recognition (per minute)	£0.05
Contact Center: Data Storage beyond 1 GB per Seat Overage	£6.00
Contact Center: Monthly Long-term Storage (per GB) Overage	£0.09
Contact Center: Monthly Long-term Storage Retrieval (per GB)	£1.13
Inbound Calls Overage	£0.03
Outbound Calls to Local Numbers and Mobile Overage	£0.02
Port Overage	£61.00
Professional Services On-Demand (per 15-minute block)	£61.00
Professional Services OnDemand (per 15-minute block)	£61.00

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

Raven Housing Trust Limited

By: 
9D39303EACC44C3...

Name: Julia Mixer

Title: Director of Transformation

Date: 2/2/2021

RingCentral

RingCentral UK LTD

By: 

Name: Carson Hostetter

Title: SVP, Field Sales

Date: 2/2/2021



Service Attachment – RingCentral Contact Center Services

This Service Attachment is a part of the Master Services Agreement (the "Agreement") that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Contact Center Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

1. Service Overview

"**RingCentral Contact Center Services**" is a contact center solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2. Billing and Payment

A. Billing During the Ramp-Up Period.

During the Ramp-Up Period, You shall be billed for the Usage and for the Contact Center Services based on the number of Seats as they are actually activated on Your account. Notwithstanding the above, You shall not be billed for any Usage or Contact Center Services for Seats activated solely for use by RingCentral or its subcontractors for the configuration and implementation of Your Contact Center Services. During the Ramp-Up Period, Your Contact Center Services will be limited to five (5) ports. After the Ramp-Up Period, or when total number of CC Contract Seats are activated, whichever happens first, the number of ports will be raised to the contracted amount.

B. Billing After Ramp-Up Period.

Starting at the earlier of (i) the end of the Ramp-Up Period or (ii) when the total number of contracted Seats are activated, and until the end of the Term, You agree to pay for: a) the Contact Center Services fees for at least the number of Seats set forth in the Contact Center Services Order (as amended as permitted below) (a "**CC Contract Seat**") based



on the per Seat pricing set forth in the Contact Center Services Order (the "**CC Contract Seat Price**"), as amended from time to time, regardless of the number of Seats being used; b) any additional fees set forth in the Contact Center Order form; and c) Usage, including overages, local, long-distance, international, and toll-free minutes, charges, ports, and any other applicable charges.

C. Adding New Contact Center Contract Seats

You may add CC Contract Seats at any time either through a new Contact Center Services Order or a written amendment executed by You and RingCentral. The Contact Center Services fees related to these additional CC Contract Seats will be billed at the per Seat price set forth in the Contact Center Order form. For the avoidance of doubt, You will be required to pay for Contact Center Services fees related to these additional CC Contract Seats until the end of the Term.

D. Adding On-Demand Contact Center Seats

At any time, You may utilize additional Seats with your Contact Center Services on an as-needed basis (each, an "**On-Demand CC Seat**"). You will be billed for any Contact Center Services at the rate of the CC Contract Seat Price plus twenty British pounds (£20) per month per Seat (the "**On-Demand CC Price**") until You remove this On-Demand CC Seat from Your Contact Center Services subscription (which You may do at any time in your discretion). Contact Center Services fees for any On-Demand CC Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand CC Seats used within such billing period.

3. Contact Center Services, Settings, and Modifications

The settings and preferences for your Contact Center Services, including without limitation user rights, user skills, and permissions; routing, points of contact, scripts; registration information; and activation of On-Demand CC Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console ("Account Administrators"). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect the Contact Center Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.



4. Use of Contact Center Services

You acknowledge and agree that all use of the Contact Center Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in Sections 5 and 9. You acknowledge and agree that You are fully responsible and liable for all use of the Contact Center Services, any software or hardware used in conjunction with the Contact Center Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Contact Center Services shall be subject to the following terms:

- a. **NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE CONTACT CENTER SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE CONTACT CENTER SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.**
- b. **Customer 911 Notification Obligations.** You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the Contact Center Services or be present at the physical location where any the Contact Center Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the Contact Center Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

5. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below

1. **"Contact Center Materials"** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Contact Center Services, including the components of each



Subscription Package, if applicable, and any other features and functionality offered as part of the Contact Center Services. The Contact Center Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the Contact Center Services.

2. **"Contact Center Services Order"** is an Order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Contact Center Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
3. **"Ramp-Up Period"** is the period of sixty (60) days starting on the Start Date set forth in the Contact Center Services Order Form.
4. **"Seat"** means a license for a single named person to use the Contact Center Services.
5. **"Subscription Package"** is a set of Contact Center Services features and applications, as further defined in the Contact Center Materials, that could be ordered as a bundle.
6. **"Usage"** means any charges incurred in connection with the use of Your Contact Center Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, ports, and any products listed on the Contact Center Service Order Form.



INITIAL ORDER FORM - OFFICE SERVICES

This Initial Order Form is a binding agreement between RingCentral UK LTD (“RingCentral”) and Raven Housing Trust Limited, (“Customer” or “You”) (together the “Parties”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to the terms and conditions specified in the applicable Agreement between the Parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

Service Provider	
Service Provider	RingCentral UK LTD
Address	25 Canada Square, Level 37
City, State & Zip Code	London, England, E14 5LQ
Country	United Kingdom

Customer	
Customer	Raven Housing Trust Limited
Address	Raven House, 29 Linkfield Lane,
City, State & Zip Code	Redhill, England RH1 1SS
Country	United Kingdom
Billing Contact Person	
Billing Contact Phone	
Billing Contact E-mail Address	

Service Commitment Period	
Start Date	February 2 nd , 2021
Initial Term	24 Months
Renewal Term	12 Months



Payment Schedule	Monthly Payment Schedule
-------------------------	--------------------------

RingCentral Office Services					
Summary of All Services					
Summary of Service	Charge Term	Qty	Rate	Monthly Subtotal	One-time Subtotal
DigitalLine Unlimited Standard	Monthly	140	£11.80	£1,652.00	£0.00
RingCentral Video	Monthly	1	£0.00	£0.00	£0.00
RingCentral for Desktop	One - Time	140	£0.00	£0.00	£0.00
New Service Amount *				£1,652.00	£0.00
Total Initial Amount *				£1,652.00	

*Amounts are exclusive of applicable Taxes and Fees.

Special Terms and Notes: 1) Customer's subscription entitles it to all features that are ascribed to the Office Standard Edition as they are described in the RingCentral website, as well as the features that follow:

- a.) Automatic call recording;
- b.) Single Sign-On.

2) The following shall apply to Contact Center Services :

"Ramp-Up Period" is the period of ninety (90) days beginning on the Start Date set forth in this Contact Center Services Order Form.



Cost Center Billing:

For customers with cost center billing, it is the customer’s responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer’s responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

RingCentral

Raven Housing Trust Limited

RingCentral UK LTD

By: 

By: 

Name: Julia Mixer

Name: Carson Hostetter

Title: Director of Transformation

Title: SVP, Field Sales

Date: 2/2/2021

Date: 2/2/2021