**Framework Schedule 6 (Order Form and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: Conclave SaaS Single Sign on Solution

THE BUYER: Crown Commercial Service

BUYER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**

THE SUPPLIER: Softcat Plc

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**

REGISTRATION NUMBER: **REDACTED TEXT under FOIA Section 40, Personal Information**

DUNS NUMBER: **REDACTED TEXT under FOIA Section 40, Personal Information**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01/04/2021. It’s issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

o Lot 3 Software & Associated Services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.

2. Joint Schedule 1(Definitions and Interpretation) RM6068

3. The following Schedules in equal order of precedence:

● Joint Schedules for RM6068

o Joint Schedule 2 (Variation Form)

o Joint Schedule 3 (Insurance Requirements)

o Joint Schedule 4 (Commercially Sensitive Information)

o Joint Schedule 6 (Key Subcontractors - Auth0)

o Joint Schedule 8 (Guarantee)

o Joint Schedule 9 (Minimum Standards of Reliability)

o Joint Schedule 10 (Rectification Plan)

● Call-Off Schedules for N/A

* Call-Off Schedule 1 (Transparency Reports)
* Call Off Schedule 3 (Continuous Improvement)
* Call-Off Schedule 6 (ICT Services)
* Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part [A/B]
* Call-Off Schedule 9 (Security) Part C
* Call-Off Schedule 10 (Exit Management) Part [A/B]
* Call-Off Schedule 13 (Implementation Plan and Testing)
* Call-Off Schedule 14 (Service Levels)
* Call-Off Schedule 15 (Call-Off Contract Management)
* Call-Off Schedule 20 (Call-Off Specification)
* CCS Core Terms (version 3.0.6)

4. Joint Schedule 5 (Corporate Social Responsibility) RM6068 5. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.]

6. Annexes A to E Call-Off Schedule 6 (ICT Services)

**Additional Security Obligations with respect to Auth0:**

A. The service provider shall ensure adequate logical separation between clients and data such that compromise of one does not affect the other.

B. The service provider shall ensure that service supports adequate authentication and authorisation of individuals with varying privileges and roles (i.e. privileged, support and end users)

C. The service provider’s product shall support multi-factor authentication on at least high privileged accounts

D. The service provider’s service shall support encryption at rest for all Authority data considered highly sensitive (e.g. PII, commercially sensitive)

E. The service provider shall make useful security logs (e.g. login, administrator actions) available to the Authority as part of the service. Where this is not possible, the service provider shall maintain such logs and have a mechanism in place to provide details of such logs upon Authority’s request (e.g. during security investigations)

F. The service provider shall undertake an independent penetration test or IT Health Check of its SaaS application regularly (ideally annually) and implement appropriate mitigation for all critical or high issues

G. The service provider shall adhere to agreed retention timeframes with the Authority and must utilise approved mechanisms for secure deletion of data due for deletion.

H. The service provider shall support the Authority where necessary in adhering to its GDPR subject rights obligations (e.g. DSARs, etc.)

I. The service provider shall take responsibility for ensuring that its suppliers supporting this service maintain a comparable level of security as per these requirements

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: **N/A**

CALL-OFF START DATE: **[01/04/2021**]

CALL-OFF EXPIRY DATE: **[31/03/2024**]

CALL-OFF INITIAL PERIOD: **[3 Years**]

CALL-OFF OPTIONAL EXTENSION **[2 Years**]

PERIOD

CALL-OFF DELIVERABLES

|  |  |
| --- | --- |
| **Quantity** | **Description** |
| 1  1  1  1  1 | **Annual Active Average Pricing - CCS is expecting XMillion unique users to log in over the year (therefore reducing the MAU)**  **Year 1**  Auth0 Enterprise - External - 1.5m Annual Active Average User  **Year 2**  Auth0 Enterprise - External - 3m Annual Active Average User  **Year 3**  Auth0 Enterprise - External - 4m Annual Active Average User  **Year 4**  Auth0 Enterprise - External - 4.5m Annual Active Average User  **Year 5**  Auth0 Enterprise - External - 5m Annual Active Average User |

LOCATION FOR DELIVERY

**Remote Delivery - REDACTED TEXT under FOIA Section 40, Personal Information.**

DATES FOR DELIVERY OF THE DELIVERABLES

The goods are to be delivered on or before the 5th April 2021.

TESTING OF DELIVERABLES

**N/A**

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 180 days.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **REDACTED TEXT under FOIA Section 43 Commercial Interests**

CALL-OFF CHARGES

|  |  |  |  |
| --- | --- | --- | --- |
| **Quantity** | **Description** | **Unit Price** | **Total Price** |
| 1  1  1  1  1 | **Annual Active Average Pricing - CCS is expecting XMillion unique**  **users to log in over the year (therefore reducing the MAU)**  **Year 1**  Auth0 Enterprise - External - 1.5m Annual Active Average User  **Year 2**  Auth0 Enterprise - External - 3m Annual Active Average User  **Year 3**  Auth0 Enterprise - External - 4m Annual Active Average User  **Year 4**  Auth0 Enterprise - External - 4.5m Annual Active Average User  **Year 5**  Auth0 Enterprise - External - 5m Annual Active Average User | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |

|  |  |
| --- | --- |
| **Subtotal**  **(GBP)** | **£537,927.18** |
| Delivery | £0.00 |
| **Total (GBP)** | **£537,927.18** |

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

N/A

PAYMENT METHOD

The payment method for this Call-Off Contract is BACS

BUYER’S INVOICE ADDRESS:

Crown Commercial Service

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

N/A

BUYER’S SECURITY POLICY

As detailed at Call-Off Schedule 9 (Security) Part C'

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Without prejudice to the Authority’s and/or the Customer’s obligation to disclose Information in accordance with FOIA or Clause 24.4 (Freedom of Information), the Authority and/or Customer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

|  |  |
| --- | --- |
| Item(s) | Duration of  Confidentiality |
| Total value of contract | Permitted |
| Any detail around pricing or commercial models | In perpetuity |
| Any detail around Softcat facilities, personnel or resources | In perpetuity |
| Any detail around business processes | In perpetuity |
| Any detail around business IT systems employed | In perpetuity |
| Any detail around our named sub-contracting partners | In perpetuity |
| Any reference to third parties such as clients, vendors and partners | In perpetuity |

SERVICE CREDITS

N/A

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

SOCIAL VALUE COMMITMENT

N/A

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date: | 26/03/2021 | Date: | 01/04/2021 |