

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

Order Form

CALL-OFF REFERENCE: **C29373**

THE BUYER: THE SECRETARY OF STATE FOR THE
DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

BUYER ADDRESS 2 Marsham Street, London, SW1P 3EB

THE SUPPLIER: Ultima Business Solutions Limited

SUPPLIER ADDRESS: Gainsborough House, Manor Park, Reading
RG02 0NA

REGISTRATION NUMBER: 2521249

DUNS NUMBER: 50-573-4145

SID4GOV ID: Not applicable

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of the last signature. It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):

Lot 3 Software

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) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Call-Off Schedules for RM6098
 - Call Off Schedule 5 Pricing Details
 - Call Off Schedule 14 (Service Levels)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

No other Supplier terms are part of the Call-Off Contract (except for the ServiceNow terms included in the Reseller/Customer Order Form at Call Off Schedule 5 Pricing Details). 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:

Special Term 1: For the purpose of Clause 10.3 of the Core terms 'Ending the contract without a reason", Buyer shall not terminate this Call-Off Contract without cause.

Special Term 2: This Call Off Contract is conditional on Buyer signing the ServiceNow User Authorization form.

CALL-OFF COMMENCEMENT DATE: Date of last signature

CALL-OFF START DATE: **7th November 2025**

CALL-OFF EXPIRY DATE: **6th November 2028**

CALL-OFF INITIAL PERIOD: **3 years**

CALL-OFF OPTIONAL EXTENSION PERIOD: N/A

CALL-OFF DELIVERABLES

Option A: [REDACTED])

Option B: Optional Deliverables

- [REDACTED]

LOCATION FOR DELIVERY

2 Marsham Street, London, SW1P 3EB

Title to Goods is transferred to the Buyer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

DATES FOR DELIVERY

Option A: As per table in Call-Off Schedule 5 (Pricing details). Time shall not be of the essence

TESTING OF DELIVERABLES

Option A: None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier.

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 shall be the total aggregate Charges paid or payable by the Buyer from the Call-Off Start Date until the end of the first Call-Off Contract Year.

CALL-OFF CHARGES

Option A: As per table in Call-Off Deliverables above.

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

None

PAYMENT METHOD

The Supplier shall submit invoices directly to the billing address as per the Buyer order. The Supplier shall invoice the Buyer for Goods on despatch and for Services Payment to be made by BACS payment.

Payment of [REDACTED] will be invoiced upon signature.
Payment of [REDACTED] will be invoiced October 07, 2026
Payment of [REDACTED] will be invoiced October 07, 2027

BUYER'S INVOICE ADDRESS:

Invoices should be submitted to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED] – [REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable for standard supply transactions.

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Quarterly in line with the below meeting and reporting frequency.

PROGRESS MEETING FREQUENCY

Quarterly, within which the Buyer will measure the quality of the Supplier's delivery and social value commitments documented in Call Off Schedule 14, Annex A to Part A: Services Levels.

KEY STAFF

Not applicable for standard supply transactions.

KEY SUBCONTRACTOR(S)

Not applicable for standard supply transactions.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Per the Supplier's Social Value response; Ultima will support delivering Skills for Growth: Employment Skills & Development through this contract. These will be monitored and reported via the Quarterly progress meetings. Captured in Call Off Schedule 14.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
<div></div>		<div></div>	
Date:		Date:	

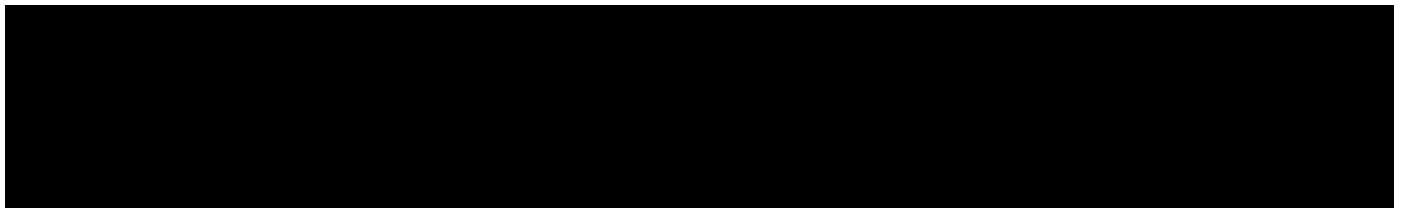
Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

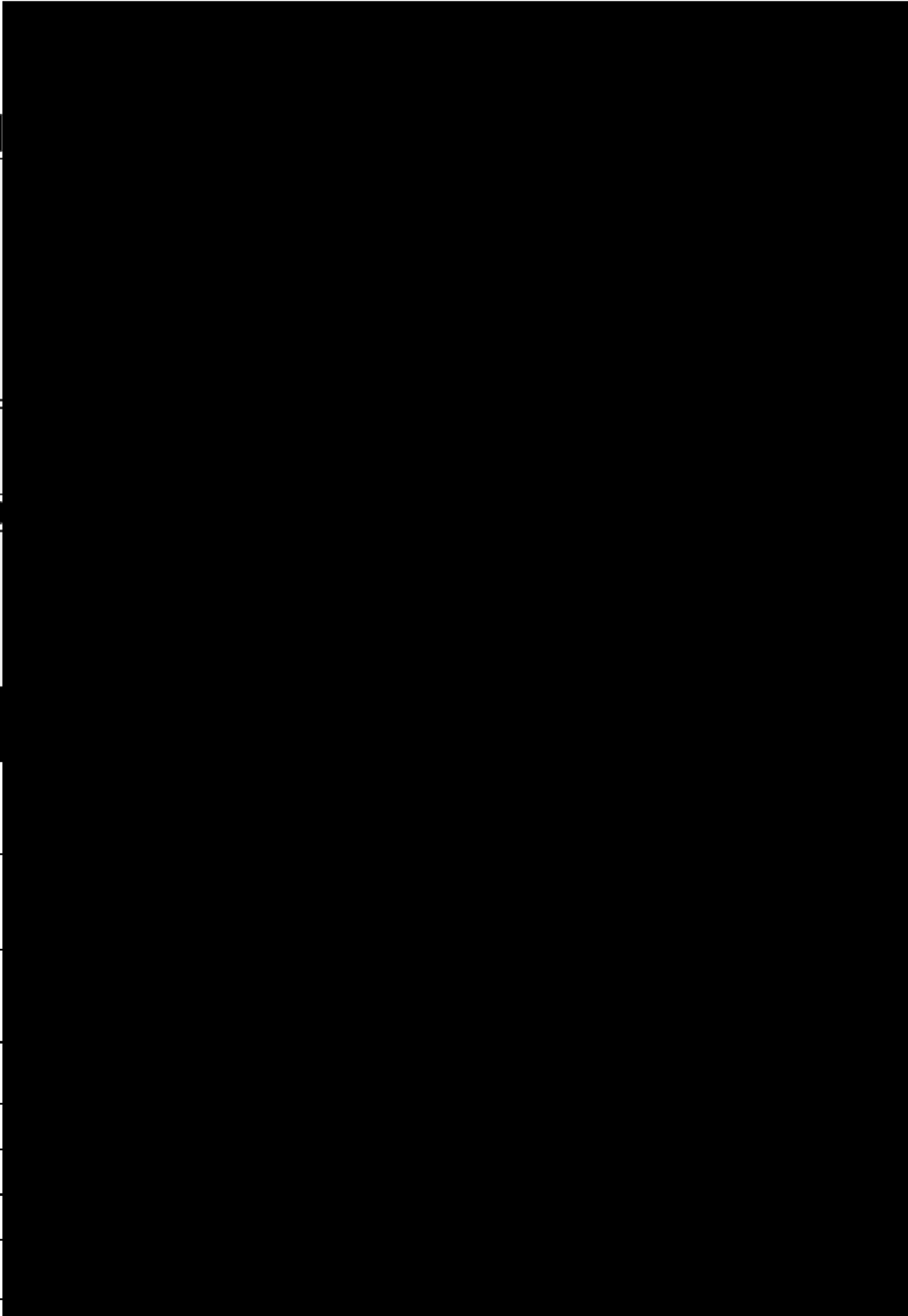
1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

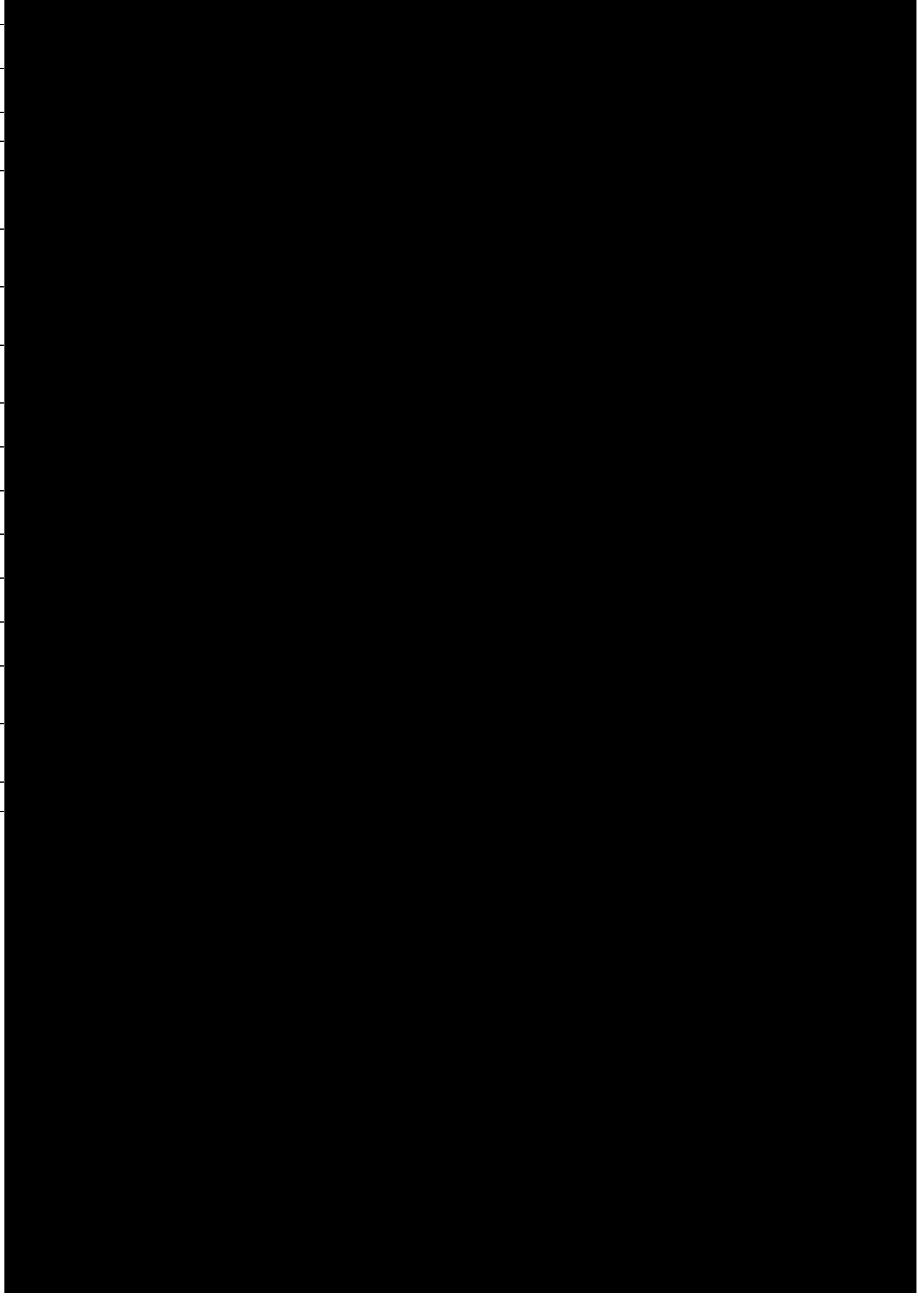
1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

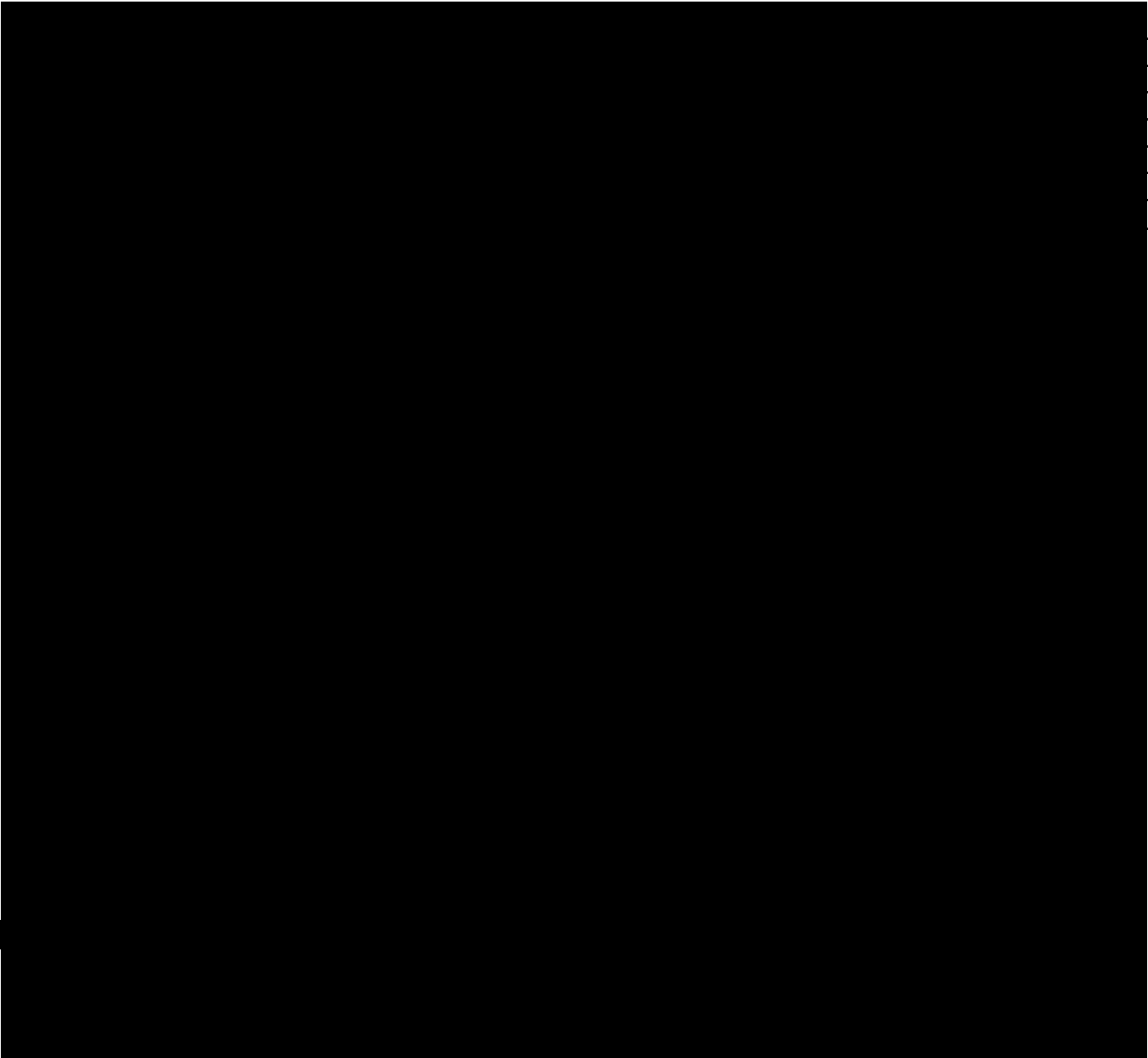


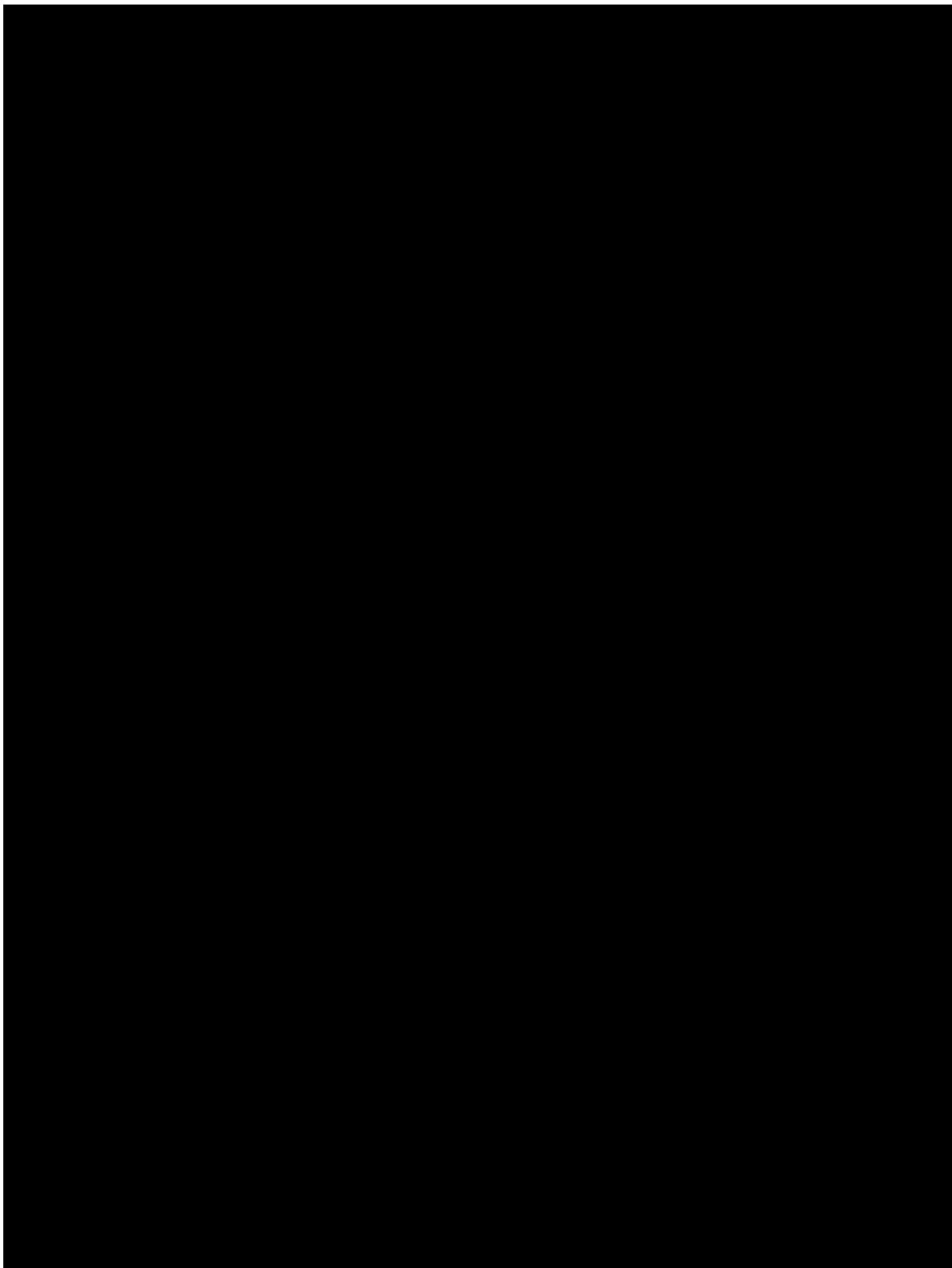
Call-Off Schedule 5 (Pricing Details)

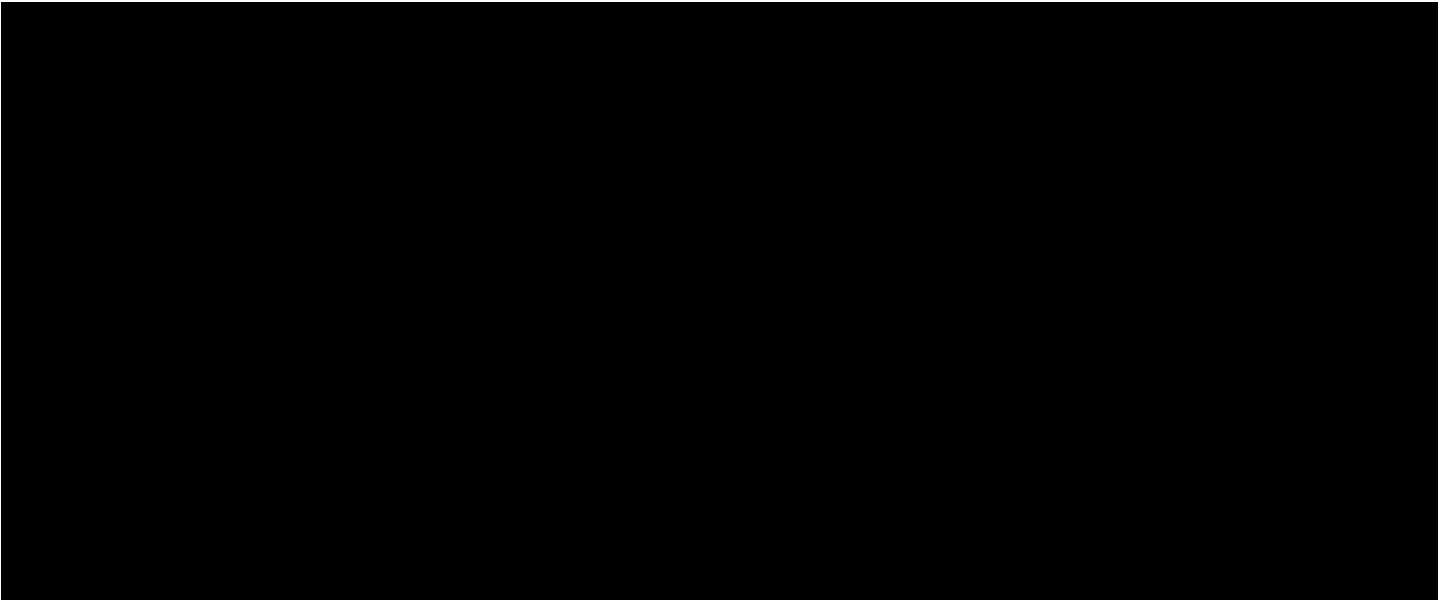
Participant (Reseller)/Customer Order Form and Pricing

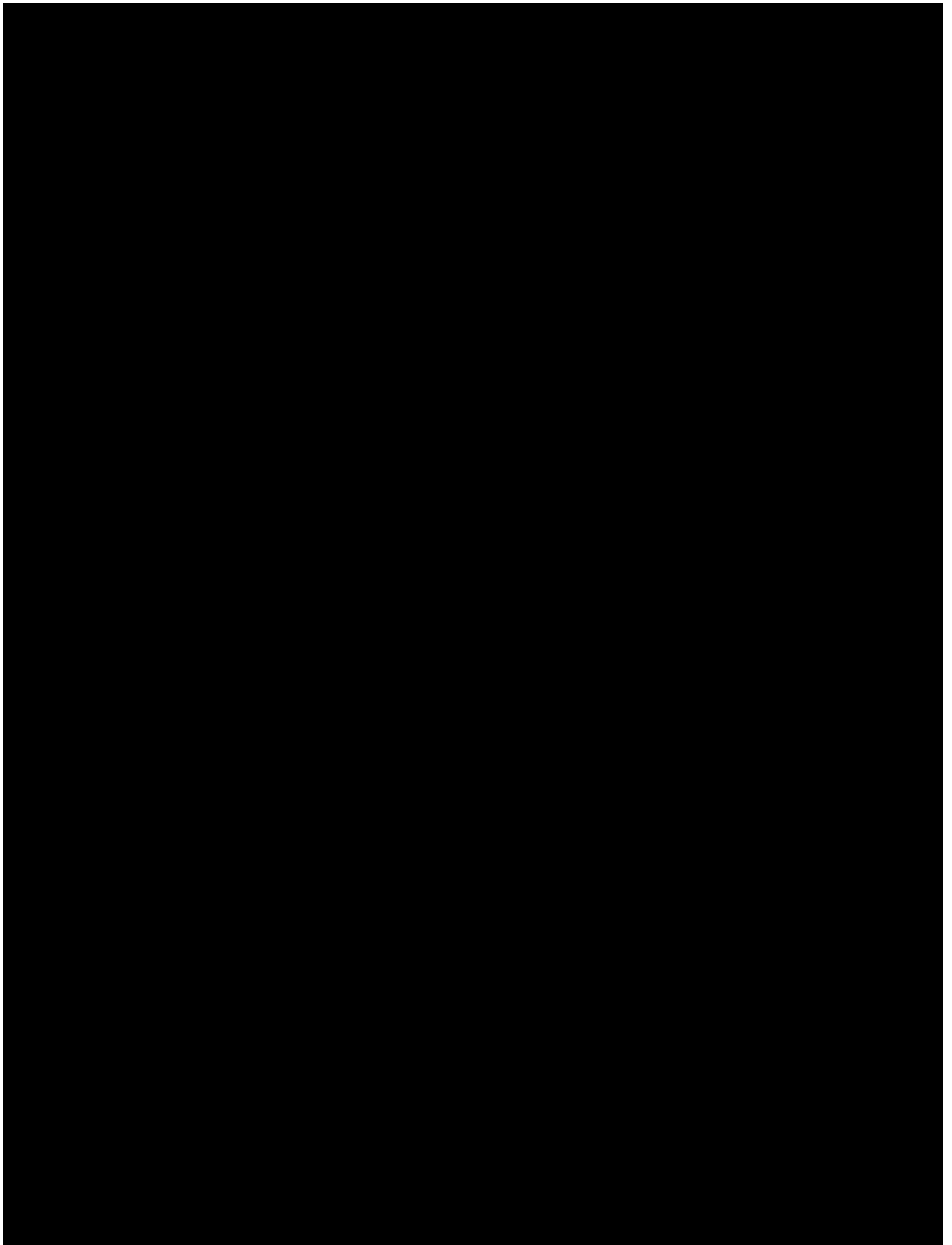


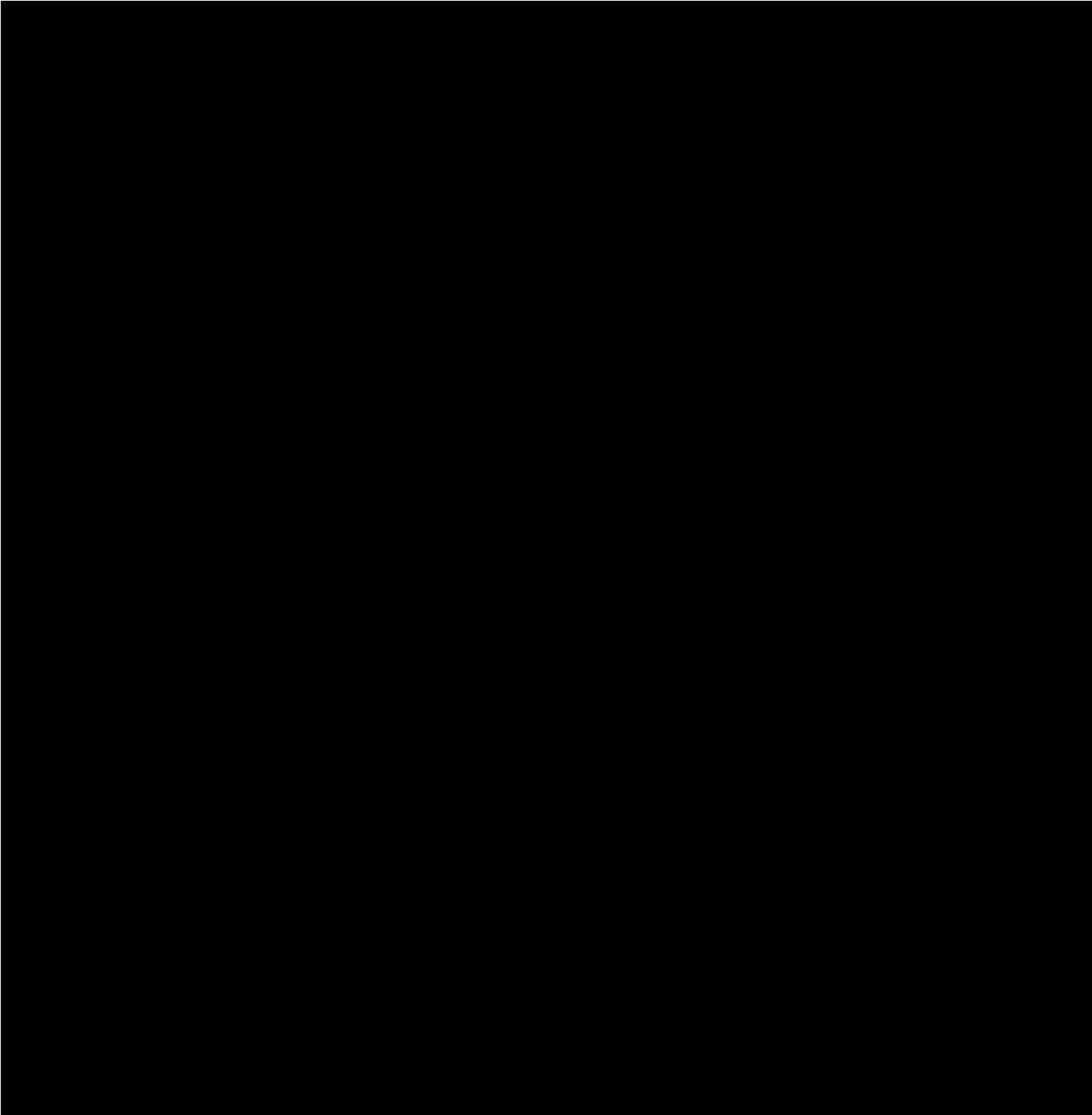


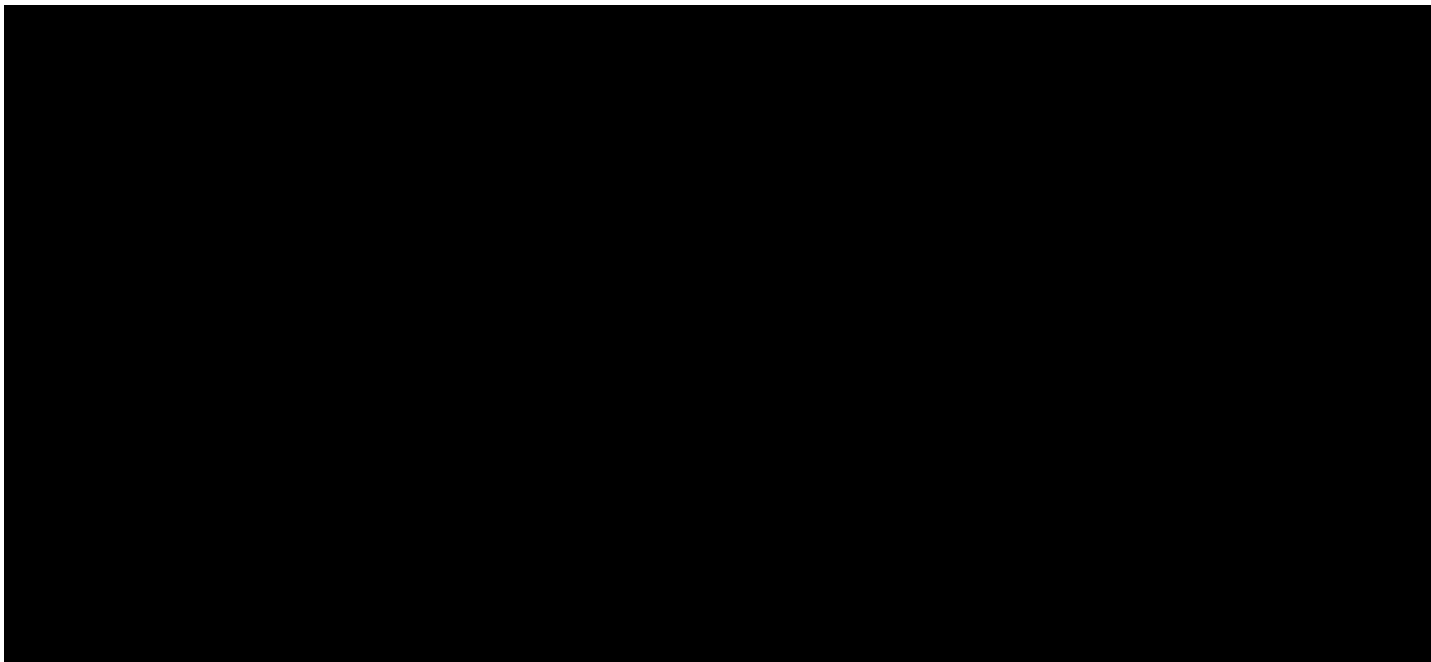


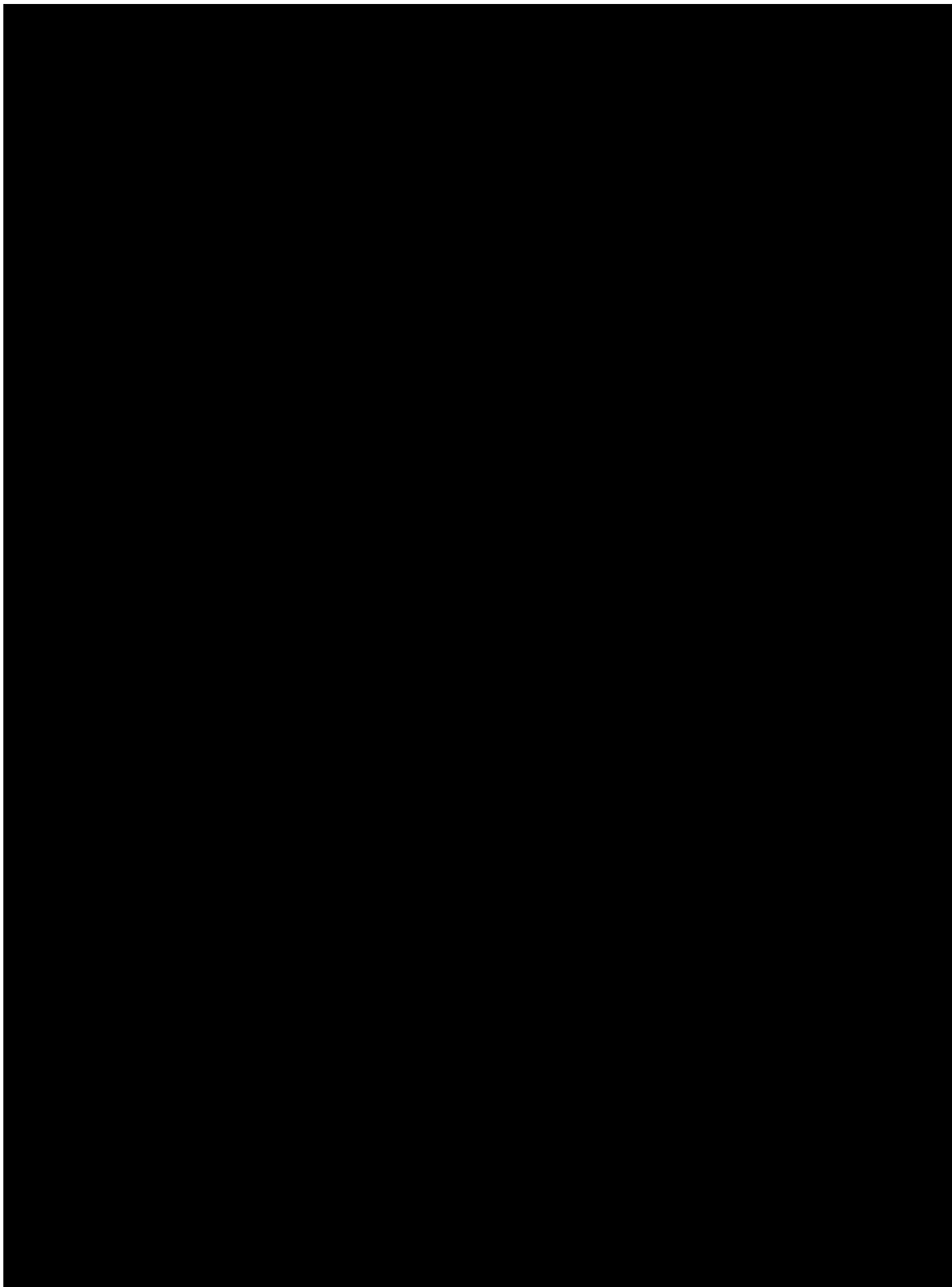


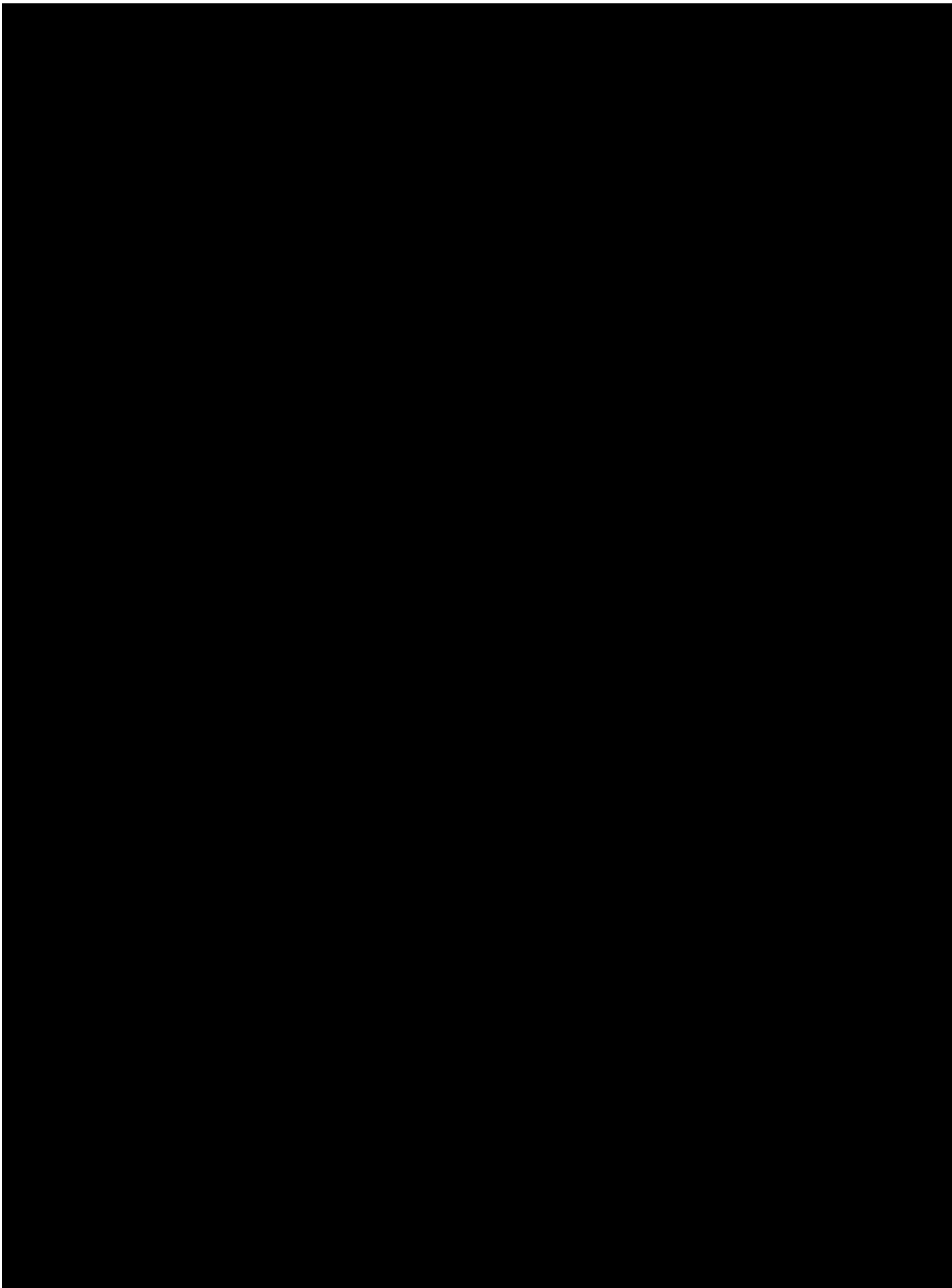


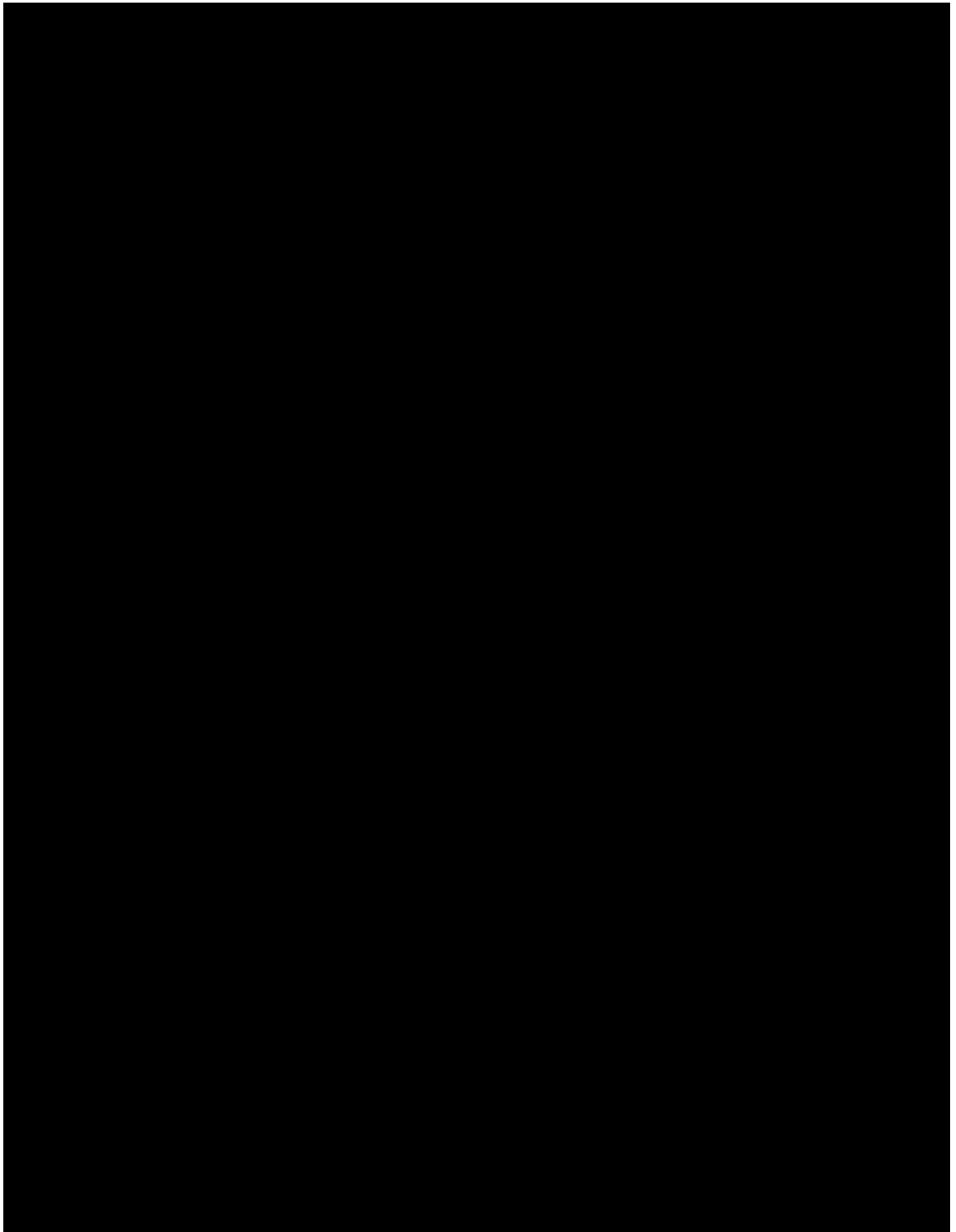


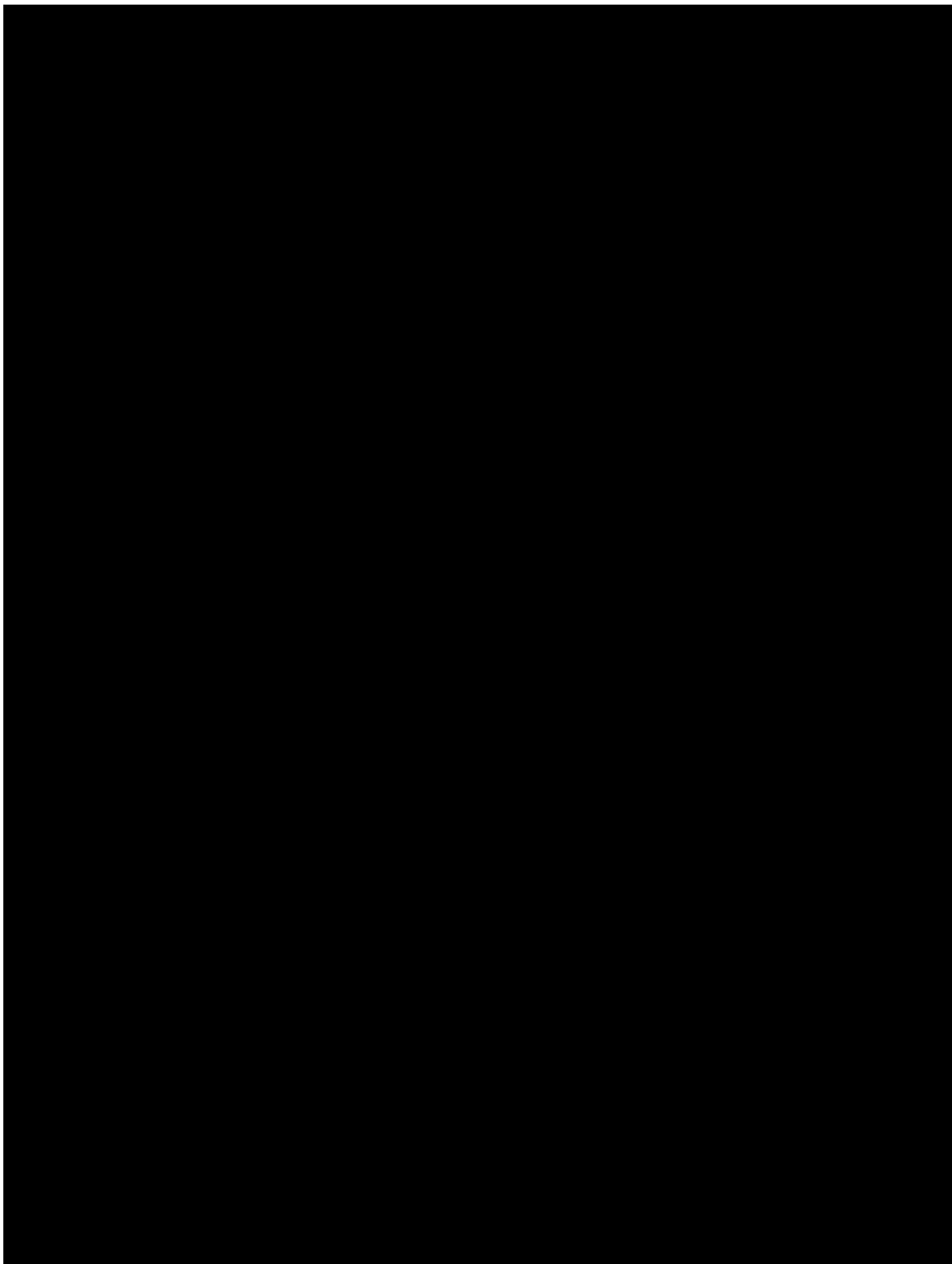


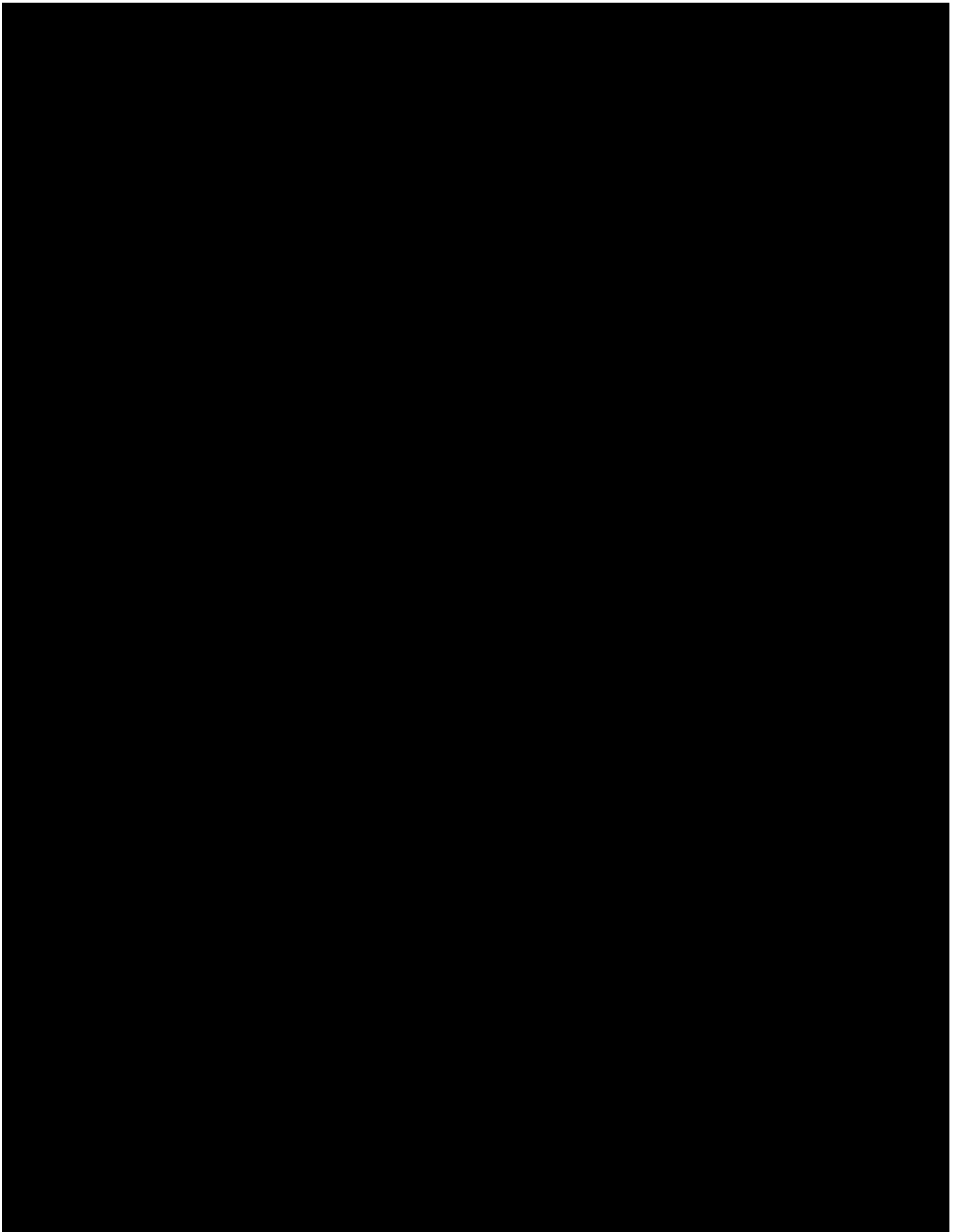


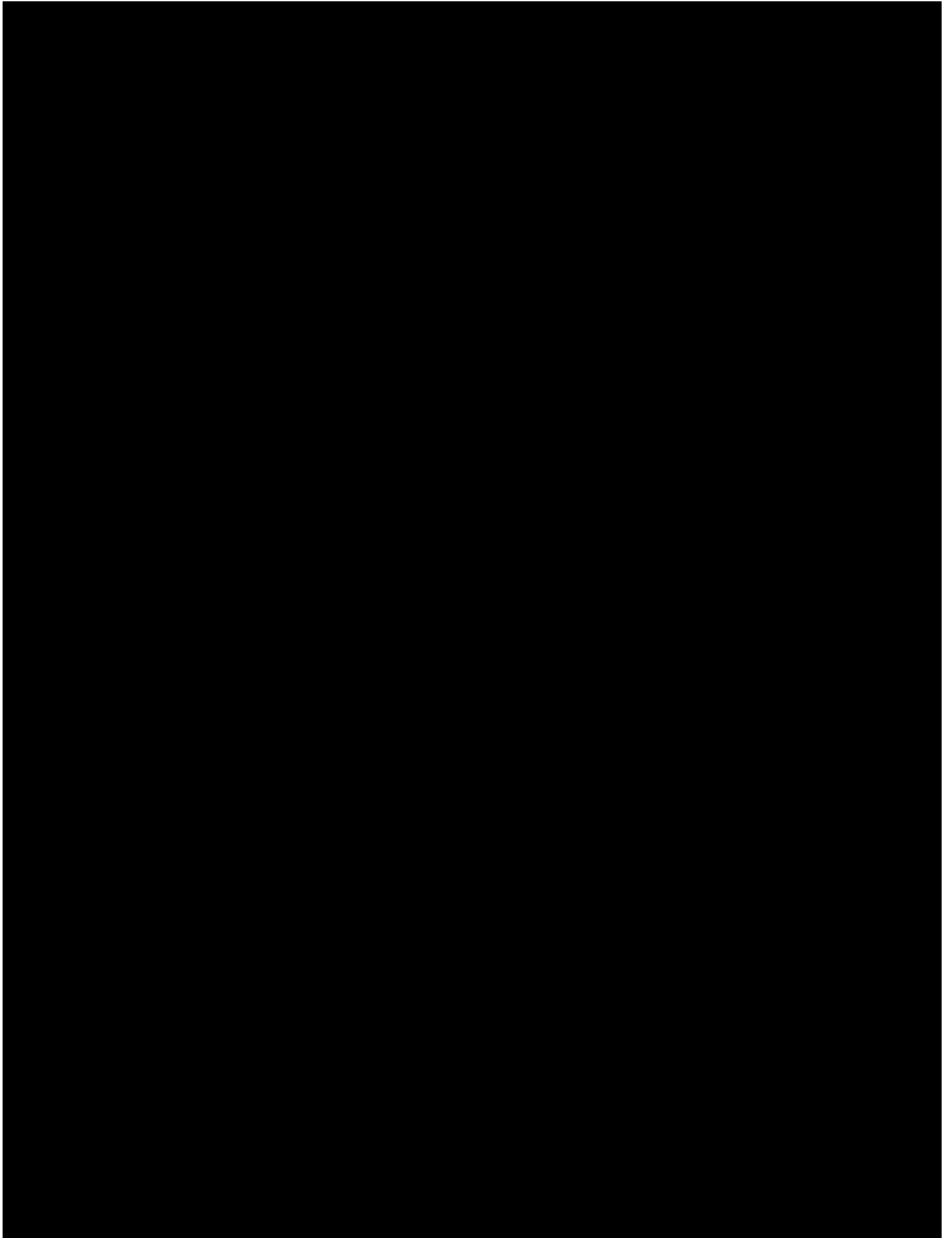


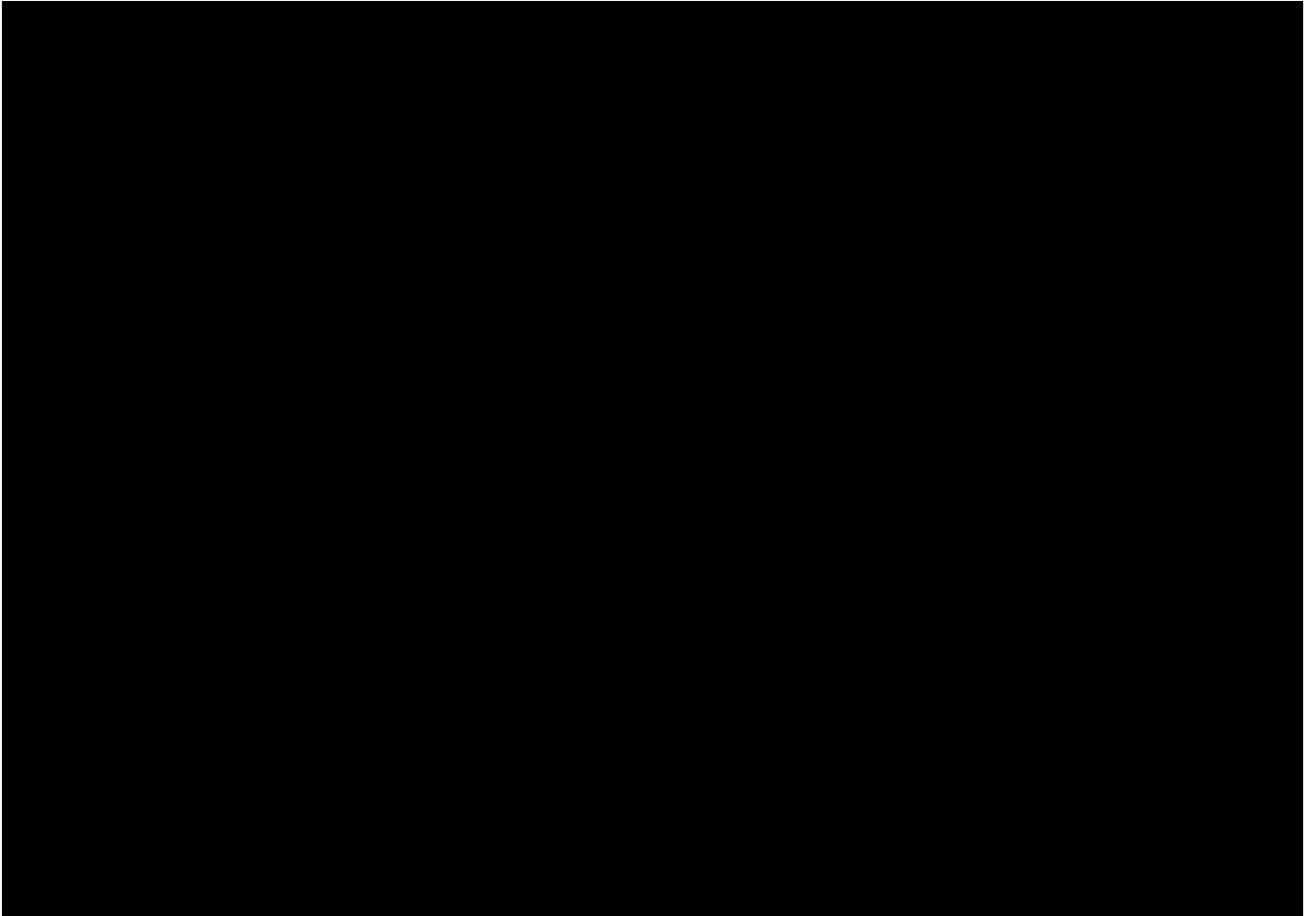












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Call-Off Schedule 14 (Service Levels)**1. Definitions**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	1 any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	2 has the meaning given to it in the Order Form;
	3
"Service Level Failure"	4 means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	5 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	6 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

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- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

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Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

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Annex A to Part A: Services Levels

Service Levels are to be reviewed Quarterly, within which the Buyer will measure the quality of the Supplier's delivery by:

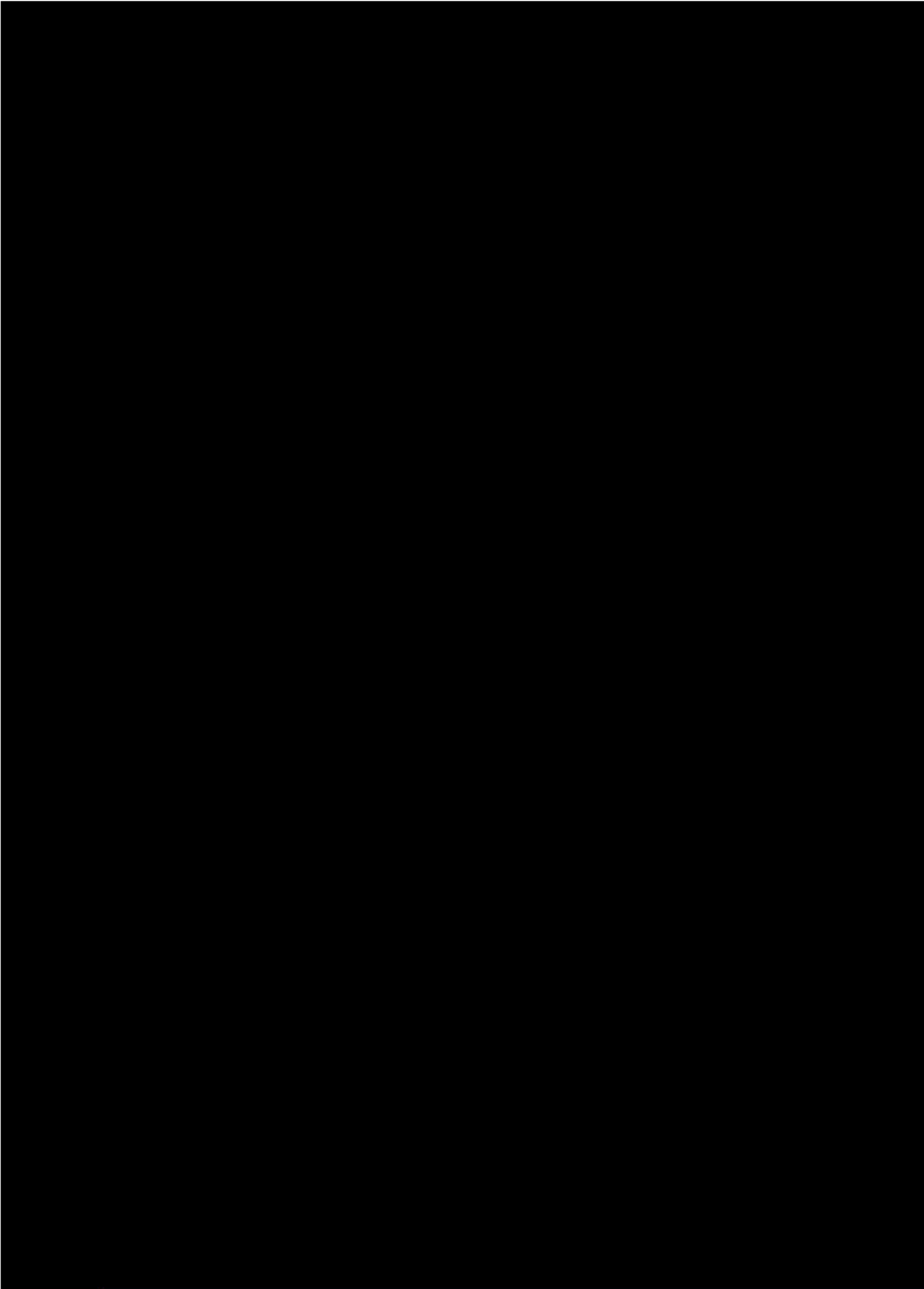
KPI/SLA	Service Area	KPI/SLA description	Target
1	Successful deployment and utilisation of licenses	<ol style="list-style-type: none"> 1. Support Authority's appropriate consumption of licenses 2. Support Authority's timely adoption of new licenses 3. Optimisation of license usage and compliance monitoring 	<ol style="list-style-type: none"> 1. Annual Review of allocation and license usage across Defra 2. Quarterly reseller service calls to align on usage, benchmarking and highest efficiencies with end user benefits. 3. Provision of quotation for further licenses within 2 business days (standard/simple request), further days accorded for more complex demand.
2	Alignment of ServiceNow Roadmap and Defra vision	<ol style="list-style-type: none"> 1. Identify opportunities to bring in efficiencies and optimise licenses usage to deliver additional value to Defra. 2. ServiceNow delivers two family upgrades per year, introducing significant new features and enhancements. 3. These upgrades present an opportunity the Authority to maximise value from the platform for which the Potential Provider is to support. 	<ol style="list-style-type: none"> 1. Liaison with Authority on any/all planned upgrades 2. Support for any required transition 3. Quarterly check in, in line with above service calls, as to alignment with Defra Roadmap and vision to ensure ongoing alignment.
3	Social Value commitments and rollout	<ol style="list-style-type: none"> 1. Review of the Timed Action / Methodology Plan activities specified per quarter 2. Review of any opportunities for DEFRA staff involvement in roll- 	<ol style="list-style-type: none"> 1. Progress reports and attendance data shared quarterly, allowing for collaborative evaluation with DEFRA.

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		out of specified programmes	2. Target 1-2 events per annum within which DEFRA staff can support or participate in roll-out of the social value programs.
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SOCIAL VALUE COMMITMENT

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Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

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- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

- 4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.