

	<p>securities in an entity or the power to direct the management and policies of an entity.</p> <p>Intellectual Property Rights:</p> <ul style="list-style-type: none"> • The Buyer and the Supplier explicitly agree that the IPRs under this Call-Off Contract are not suitable for publication as open source, unless the parties mutually agree on a case by case basis to such publication. • For the avoidance of doubt the Buyer and the Supplier explicitly agree that „the Buyer`s ordinary business activities“ means Buyer`s internal business use. • The Buyer and the Supplier explicitly agree as follows: <p>Defense of third party claims.</p> <p>The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties` sole remedies and entire liability for such claims.</p> <p>a) By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product, Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product, Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer`s license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer`s continued use</p>
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of a Product, Fix, or Services Deliverable after being notified to stop due to a third-party claim.

- b) By Customer. To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, Fix, or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Buyer Data which will remain subject to the limitations above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

The Microsoft Professional Services Data Protection Addendum (as attached) is hereby incorporated into this Call-Off Contract. Notwithstanding incorporated Framework clause 8.3 and clause 8.3 of the Framework Agreement, the parties explicitly agree as follows:

- a) for the purposes of Paragraph 5(d) of Schedule 4 of the Framework Agreement as incorporated into this Call-Off Contract via incorporated Framework clause 8.59 (or any equivalent requirement for consent for the transfer of Personal Data incorporated into the Framework Agreement or this Call-Off Contract following the date of this Call-Off Contract), the Buyer hereby consents to the transfer of Personal Data in accordance with the Personal Data transfer principles and details set out in the MPSDPA;
- b) for the purposes of incorporated Framework clause 8.35 and Paragraph 12(a) and 12(b) of Schedule 4 of the Framework Agreement as incorporated into this Call-Off Contract via incorporated Framework clause 8.59 (or any equivalent provision that is incorporated into the Framework Agreement or this Call-Off Contract following the date of this Call-Off Contract):
 - i. the Buyer hereby confirms that, prior to the execution of this Call-Off Contract, it has been provided with details of the Sub-processors that the Supplier will use in connection with the Processing carried out pursuant to this Call-Off Contract;

	<ul style="list-style-type: none"> ii. the Buyer hereby gives its prior written consent to the use of such Sub-processors by the Supplier; and iii. where any additional or replacement Sub-processors are to process any Personal Data following the execution of this Call-Off Contract, the parties agree that the process for the approval of additional or replacement Sub-processors set out in the MPSDPA shall apply.
Public Services Network (PSN)	For the purposes of this Call-Off Contract the Public Services Network (PSN) is not being utilised.
Personal Data and Data Subjects	<p>The Microsoft Professional Services Data Protection Addendum, as incorporated into this Call-Off Contract, shall apply and is hereby amended as follows:</p> <p>All references to the “Standard Contractual Clauses” referring to the Standard Contractual Clauses as described in Article 46 of the GDPR and approved by the European Commission decision 2010/87/EC and dated 5 February 2010, are hereby modified to “2010 Standard Contractual Clauses”.</p> <p>The following definition is added to the Definitions section:</p> <p>“2021 Standard Contractual Clauses” means the standard data protection clauses (processor-to-processor module) between Microsoft Ireland Operations Limited and Microsoft Corporation for the transfer of personal data from processors in the EEA to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR and approved by the European Commission in decision 2021/914/EC, dated 4 June 2021.”</p> <p>The following terms are added to the Data Transfer section:</p> <p>Professional Services Data and Personal Data that Microsoft processes on Customer’s behalf may not be transferred to, or stored and processed in a geographic location except in accordance with the DPA Terms and the safeguards provided below in this section. Taking into account such safeguards, Customer appoints Microsoft to transfer Professional Services Data and Personal Data to the United States or any other country in which Microsoft or its Subprocessors operate and to store and process Professional Services Data and Personal Data to provide the Services, except as described elsewhere in the DPA Terms.</p> <p>All transfers of Professional Services Data and Personal Data out of the European Union, European Economic Area, United Kingdom, and Switzerland to provide the Services shall hereafter be governed by the 2021 Standard Contractual Clauses implemented by Microsoft. Transfers from the United Kingdom and Switzerland shall continue to be</p>

	governed by the 2010 Standard Contractual Clauses. In the case of any inconsistency between the 2021 Standard Contractual Clauses and the 2010 Standard Contractual Clauses, the inconsistency shall be resolved so as to provide an adequate level of data protection for the Professional Services Data and Personal Data under applicable law.
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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	Microsoft Limited REDACTED	Department for Work and Pensions REDACTED
Title	REDACTED	REDACTED
Signature	REDACTED	REDACTED
Date	REDACTED	REDACTED

Schedule 1: Services

Please refer to the current Unified Support Services Description (“USSD”) which will be incorporated by reference and is published by Microsoft from time to time at REDACTED

REDACTED

Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location

Unified Enterprise Support United Kingdom 01/11/2022 - 31/03/2023		
Quantity	Service	Service Type
REDACTED	Enterprise Advisory Support Hours As-needed	Advisory Services
	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
	Enterprise On-demand Assessment	On-Demand Assessment
	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
	Enterprise On-Demand Education	On-Demand Education
	Enterprise Online Support Portal	Administrative
	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
	Enterprise Service Delivery Management	Service Delivery Management
	Enterprise Webcasts As-Needed	Webcast
	Reactive Enabled Contacts	Problem Resolution Support

Unified Enterprise Proactive Credits-2022-23 United Kingdom 01/11/2022 - 31/03/2023		
Quantity	Service	Service Type
REDACTED	Proactive Credits	Proactive Credits
	Service Delivery Management Extended	Service Delivery Management

Designated Support Engineering (DSE)-2022-23 United Kingdom 01/11/2022 - 31/03/2023		
Quantity	Service	Service Type
REDACTED	Designated Support Engineering Azure IaaS	Designated Support Engineering

Azure Rapid Response - UES-2022-23 United Kingdom 01/11/2022 - 31/03/2023		
Quantity	Service	Service Type
REDACTED	ARR Problem Resolution As-Needed	Problem Resolution Support
	Azure Rapid Response Fee	Support Fee
	Service Delivery Management Extended	Service Delivery Management

Azure Rapid Response includes:

- The fastest response time Microsoft offers: 15 minutes for critical issues.
- A designated Azure support team familiar with the environment to provide pinpoint advice, leading to faster response and recovery.
- Prioritised escalation and access to Azure Operations and Engineering.

Carryover Services

Carryover Designated Support Engineering Azure IaaS-2022-23 United Kingdom 01/11/2022 - 31/03/2023		
Quantity	Service	Service Type
REDACTED	Designated Support Engineering Azure AD	Designated Support Engineering

Carryover Designated Support Engineering Teams-2022-23 United Kingdom 01/11/2022 - 31/03/2023		
Quantity	Service	Service Type
REDACTED	Designated Support Engineering Teams Connect	Designated Support Engineering

Customer may utilise the services listed above, which are carried forward from previous Unified Support Services Call Off **DEPA- 344506** (the "Carryover Services"). All Carryover Services not utilised by Customer by 31st March 2023 will be forfeited and cannot be extended to other Work Orders or Statement of Services.

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:

REDACTED

Software Assurance Benefits

*Customer will transfer REDACTED incidents to this support agreement as part of this support package.

Expenses

Where expenses are chargeable, these will be subject to the Departmental expense policy. As available on request.

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrolments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
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REDACTED

REDACTED

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)