

Direct Award Order Form

CALL-OFF REFERENCE: RM3808-1682

THE BUYER: Department for Business and Trade

BUYER ADDRESS: Old Admiralty Building, Admiralty PI, London
SW1A 2DY

SUPPLIER REFERENCE RM3808-Lot6-VodafoneLtd-#100 - Vodafone
Inclusive Value Mobile Price Plans

THE SUPPLIER: Vodafone Limited

SUPPLIER ADDRESS: Vodafone House, The Connection, Newbury,
Berkshire, RG14 2FN

REGISTRATION NUMBER: Registered at Companies House with Company
Number 01471587

DUNS NUMBER: 226488435

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of issue.

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 6 - Mobile Voice & Data 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) RM3808

3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM3808-1682
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)

4. CCS Core Terms (version 3. 0.5)

5. Joint Schedule 5 (Corporate Social Responsibility)

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

As a result of the COVID-19 pandemic, Vodafone and its subcontractors may be required to implement a number of measures in order to protect its employees, customers and the general UK population.

If in Vodafone's opinion the provisioning, installation, testing, maintenance and/or repair of Services which require access to or working at Customer premises would present a risk to the health and safety of Vodafone's employees (or those of its sub-contractors), the Customer, its employees and users, or the public, Vodafone may be obliged to delay such actions in respect of those Services and will adjust the dates included in any project implementation plan (or similar delivery plan) accordingly.

In addition, the COVID-19 pandemic, the actions of the UK Government (and any other governments or official bodies), and the impacts on global supply and

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distribution, are beyond Vodafone's control and may affect the performance of its obligations.

In every such case, whilst Vodafone will continue to do its best to mitigate the impact on its customers, for the duration of these events, where Vodafone cannot meet any (a) delivery dates (for hardware or services) or needs to adjust implementation plans, or (b) relevant Service Levels (or similar Service performance criteria), it is relieved of any accompanying liability or obligations to pay any corresponding service credits or similar payments.

CALL-OFF START DATE 30/06/2023

CALL-OFF EXPIRY DATE Shall be 12 months from the Call-Off Start Date

CALL-OFF INITIAL PERIOD Shall be 12 months from the Call-Off Start Date

CALL-OFF OPTIONAL EXTENSION PERIOD 24 Months

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Buyer may terminate this Call-Off Contract at any time by giving the Supplier not less than 30 days' prior written notice. If the Buyer terminates this Call-Off Contract prior to the expiry of the Call-Off Initial Period or any applicable Extension Period, the Buyer shall pay the Supplier the early termination charges as set out in the Supplier's Service Offer.

CATALOGUE SERVICE OFFER REFERENCE: RM3808-Lot6-VodafoneLtd-
#100 - Vodafone Inclusive Value Mobile Price Plans

CALL-OFF DELIVERABLES

Spend Manager

Usage Limits:

The Buyer has opted in to Vodafone Enterprise Spend Manager: Opt in All – Group Data Sharer;

The usage limit(s) that the Buyer has applied will be sent by SMS to the Lead Connection and/or the applicable connection(s).

Deliverable 1: NS2 Public MBB 30GB 1m Sharer; Quantity: 6

Framework Ref: RM3808
Project Version: v1.1
Model Version: v3.2

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[Ref: VFUKSSNSF2-01474 / 24/05/2023]

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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 £1728

CALL-OFF CHARGES

Deliverable 1: NS2 Public MBB 30GB 1m Sharer; Quantity: 6, Charge per unit (e.g. per connection or licence): £24; Charge Term: Monthly; Total Charge for Deliverable 1 per Charge Term: £144; Non-Recurring Charge: £0; Total Technology Fund: £0

Total Airtime Credit: Not Applicable

Total Cash Bonus: Not Applicable

Total Innovation Fund: Not Applicable

(The total estimated value for this contract is £74,000, including the current outstanding balance of debt on the account & the new 12 month award)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

Accounts Payable

Accounts Payable

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY

Not Applicable.

Framework Ref: RM3808

Project Version: v1.1

Model Version: v3.2

[Ref: VFUKSSNSF2-01474 / 24/05/2023]

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ADDITIONAL INSURANCES

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

GUARANTEE

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

SOCIAL VALUE COMMITMENT

Not Applicable.

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:
Part C (No Staff Transfer On Start Date); and
Part E (Staff Transfer on Exit).

QUALITY PLAN

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

MAINTENANCE OF ICT ENVIRONMENT

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply.

BUYER'S SECURITY POLICY

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable.

CLUSTERING

Not Applicable.

SERVICE LEVELS AND SERVICE CREDITS

Call-Off Schedule 14 Part B only applies when the Call-Off Contract is awarded through a direct award procedure.

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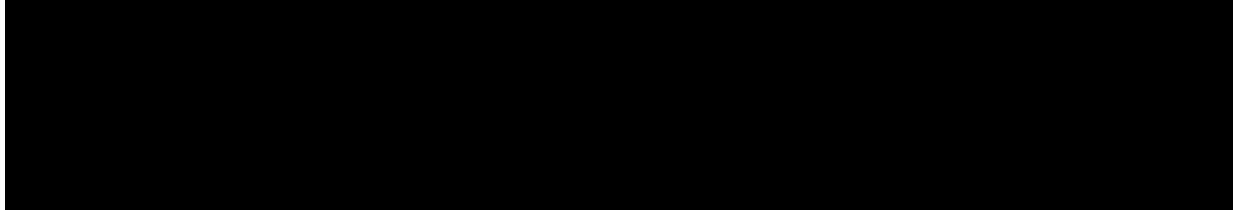
Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits).

The required Service Maintenance Level is Level 1.

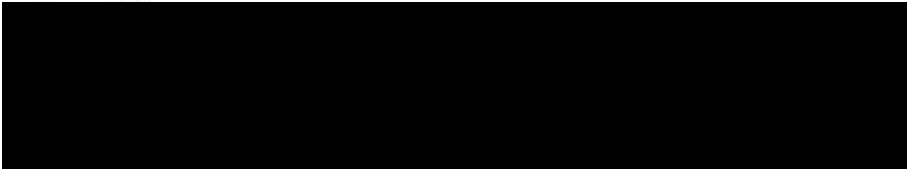
The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels).

The Service Period is one (1) Month.

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

Not Applicable.

PROGRESS MEETING FREQUENCY

Not Applicable.

OPERATIONAL BOARD

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

KEY STAFF

Not Applicable.

KEY SUBCONTRACTOR(S)

A list of the key Subcontractors for this Call-Off Contract is set out in the Service Offer.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div></div>	Signature:	<div></div>
Name:	<div></div>	Name:	<div></div>
Role:	<div></div>	Role:	<div></div>
Date:	19 July 2023 12:38 BST	Date:	30.06.2023
Legal Signatory		Customer Signatory	

Department for Business and Trade operates under the URN 10055252
(Department for International Trade)