

**Schedule 2: Call-Off Terms**

<b>Date</b>	16-02-16	<b>Order Reference</b>	ICT12155
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**FROM:**

<b>Customer</b>	Transport for London	<b>"Customer"</b>
<b>Customer's Address</b>	Windsor House, 42-50 Victoria Street, London, SW1H 0TL	
<b>Invoice Address</b>	TfL Corporate, Accounts Payable, 1st Floor, PO Box 45276, 14 Pier Walk, London, SE10 1A	
<b>Principal Contact</b>	<b>Name:</b>	Sanjeet Manku
	<b>Address:</b>	[REDACTED]
	<b>Phone:</b>	[REDACTED]
	<b>e-mail:</b>	[REDACTED]

**TO:**

<b>Supplier</b>	Amazon Web Services, Inc.	<b>"Supplier"</b>
<b>Supplier's Address</b>	410 Terry Avenue North, USA, Seattle, WA 98109-5210	
<b>Account Manager</b>	<b>Name:</b>	Kris Burtwistle
	<b>Address:</b>	[REDACTED]
	<b>Phone:</b>	[REDACTED]
	<b>e-mail:</b>	[REDACTED]

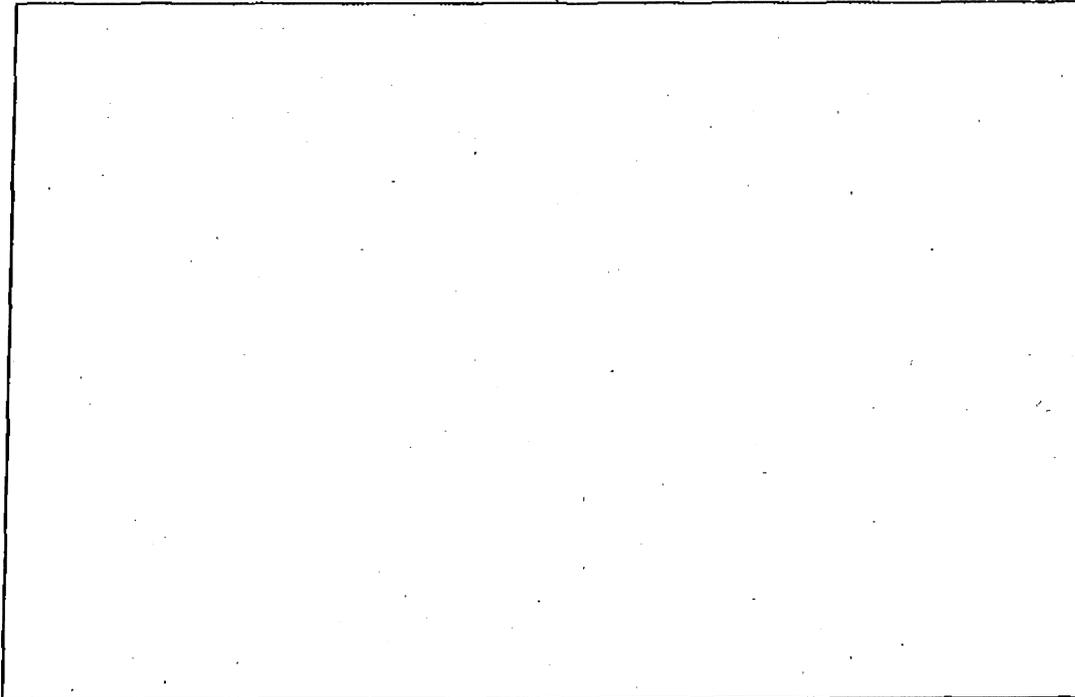
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1. TERM	
<b>1.1 Commencement Date</b>	
This Call-Off Agreement commences on:	01/12/15
<b>1.2 Expiry Date</b>	
This Call-Off Agreement shall expire on:	
1.2.1	30/11/17 ; or
1.2.2	the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.
<b>1.3 Services Requirements</b>	
1.3.1	This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.
	- It is acknowledged that the Supplier is unable to and has no responsibility in terms of limiting the Customer to a maximum quantity or value of Services purchased under this Call-Off.
	- Only AWS Services with a Digital Marketplace ID are covered by the terms of this Call-Off and the Framework Agreement. AWS Services purchased outside of this Call-Off that do not have a Digital Marketplace ID, are governed exclusively by the AWS Customer Agreement ( <a href="http://aws.amazon.com/agreement/">http://aws.amazon.com/agreement/</a> ).
1.3.2	G-Cloud Services
1.3.2.1	Lot1 IaaS
	Service ID 5486126663991296
	<a href="https://www.digitalmarketplace.service.gov.uk/g-cloud/services/5486126663991296">https://www.digitalmarketplace.service.gov.uk/g-cloud/services/5486126663991296</a>
	<a href="https://assets.digitalmarketplace.service.gov.uk/documents/93253/5486126663991296-service-definition-document.pdf">https://assets.digitalmarketplace.service.gov.uk/documents/93253/5486126663991296-service-definition-document.pdf</a>

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1.3.2.2 Lot 2 PaaS **NOT AVAILABLE**

1.3.2.3 Lot 3 SaaS **NOT AVAILABLE**

1.3.2.4 Lot 4 Specialist G-Cloud Services **NOT AVAILABLE**

1.3.2.5 G-Cloud Additional Services **NOT AVAILABLE**

**2. PRINCIPAL LOCATIONS**

**2.1 Principal locations where the services are being performed**

Dublin, Frankfurt, London.

Customer acknowledges that Supplier does restrict the movement of data by the Customer, and that Customer is responsible for selecting the appropriate region upon account setup.

**3. STANDARDS**

**3.1 Quality Standards**

Not Applicable

**3.2 Technical Standards**

Not Applicable

**4. ONBOARDING**

**4.1 On-boarding**

The Call-Off order will be tracked by an AWS Account Manager. The AWS Account Manager will be informed of the Call-Off Number, Customer Name & Address, Purchase Order (PO) #, and AWS Account ID when the AWS account is opened by the Customer. A PO will not be deemed "accepted" until the Customer receives confirmation from the AWS Account Manager that AWS has all necessary information to complete the account setup.

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<b>5. CUSTOMER RESPONSIBILITIES</b>
<p><b>5.1 Customer's Responsibilities</b></p> <p>Any AWS accounts that are subject to the terms of this Call-Off must be reported to the AWS G-Cloud email alias (aws-gcloud@amazon.com).</p> <p><b>5.2 Customer's equipment</b></p> <p>None</p>

<b>6. PAYMENT</b>
<p><b>6.1 Payment profile and method of payment</b></p> <p>Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS).</p> <ul style="list-style-type: none"> <li>- Payment to be made following the receipt of invoice from the Supplier.</li> <li>- Payment will be made in US Dollars (\$).</li> </ul> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Indicate preferred payment profile by selecting one from:</p> <p>6.1.1 Monthly in arrears</p> <p><b>6.2 Invoice format</b></p> <p>The Supplier shall issue electronic invoices Monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above, and the provisions of this Call-Off Agreement.</p>

<b>7. DISPUTE RESOLUTION</b>
<p><b>7.1 Level of Representative to whom disputes should be escalated to:</b></p> <div style="border: 1px solid black; padding: 5px;"> <p>For TfL - Lead Commercial Manager or delegate.</p> </div> <p><b>7.2 Mediation Provider</b></p> <p>Centre for Effective Dispute Resolution.</p>

<b>8. LIABILITY</b>
<p>Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:</p> <div style="background-color: black; height: 150px; width: 100%;"></div>



<b>9. INSURANCE</b>
<b>9.1 Minimum Insurance Period</b> Six (6) years following the expiration or earlier termination of this Call-Off Agreement.
<b>9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:</b>  - [REDACTED] - [REDACTED] - [REDACTED]

<b>10. TERMINATION</b>
<b>10.1 Undisputed Sums Time Period</b> At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.
<b>10.2 Termination Without Cause</b> At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.

<b>11. AUDIT AND ACCESS</b>
Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.



**12. PERFORMANCE OF THE SERVICES AND DELIVERABLES**

**12.1 Implementation Plan and Milestones (including dates for completion)**

Not Applicable

**13. COLLABORATION AGREEMENT**

In accordance with Clause CO-20 of this Call-off Agreement, the Customer **does not require** the Supplier to enter into a Collaboration Agreement.

**14. Alternative Clauses (select from Schedule 10: Alternative Clauses)**

Not Used





