

ORDER FORM

Department for Environment, Food and Rural Affairs Call-Off Agreement

Order Form No.

- A. On 18 July 2014, the Framework Authority advertised the Contract Notice in the Official Journal of the European Union setting out its intention to establish a single supplier framework with the Supplier for the provision of Data Centre Colocation Services to Central Government Bodies and other public sector bodies and invited expressions of interest from the private sector in becoming a Private Sector Partner and subscribing for shares in the Supplier. The Supplier, a joint venture between HM Government and the Private Sector Partner, was established to act as the provider of these Services.
- B. On or about 16th March 2015, the Framework Authority and the Supplier entered into a contract (the "Framework Agreement") which permits Potential Customers to purchase any of the Services from the Supplier in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement.
- C. In accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement, the Customer has decided to enter into this Call-Off Agreement with the Supplier for the provision of the Services in accordance with and subject to the terms and conditions of the Standard Terms as amended and supplemented by this Call-Off Order Form.
- D. In this Call-Off Order Form, unless the context otherwise requires, capitalised words shall have the meanings set out in Schedule 1 (Definitions) to the Framework Agreement.

Table of Appendices

Appendix 1 (Service Request) – Not Used

Appendix 2 (Customer Responsibilities) – Not Used

Appendix 3 (Implementation Plan) – Not Used

OFFICIAL

Section 1: Customer Details

| | | |
|----|-----------------|--|
| 1. | Customer | Department for Environment, Food and Rural Affairs (Defra) |
| 2. | Address | Nobel House, 17 Smith Square, London, SW1P 3JR |

The Service Recipients for the purpose of this Call-Off Agreement are:

| | | |
|----|---------------------------|---|
| 3. | Service Recipients | <ul style="list-style-type: none"> • Department for Environment, Food & Rural Affairs (Core Defra); • Animal & Plant Health Agency (APHA); • Natural England (NE); • Rural Payments Authority (RPA); • Marine Management Organisation (MMO); and • Environment Agency (EA). |
|----|---------------------------|---|

Section 2: Preliminaries

| | | |
|----|-----------------------------|--|
| 4. | Conditions Precedent | The prior written consent of the Framework Authority, which shall be evidenced by the Framework Authority signing this Call-Off Order Form by the Framework Authority's authorised representative. |
|----|-----------------------------|--|

Section 3: Call-Off Agreement Particulars

| | | |
|----|----------------------------------|--|
| 5. | Initial Term | The Initial Term shall be the period commencing on the Call-Off Effective Date and expiring five (5) years after the earlier of (i) the first Service Commission Date relating to the Commissioned Facilities which are first commissioned for use under this Call-Off Agreement, and (ii) the date falling 18 months after the Call-Off Effective Date. |
| 6. | Customer Responsibilities | The service specific Customer Responsibilities which the Customer shall perform are set out at Appendix 2 (Customer Responsibilities) to this Call-Off Order Form. |
| 7. | Staff Transfer | <p>Pursuant to Clause 19 of the Standard Terms (Staff Transfers), the Customer anticipates that the following Part(s) of Schedule 5.1 (Staff Transfers) shall apply to this Call Off Agreement and any Service Request served under it unless otherwise specified in Section 6 of the relevant Service Request (<i>tick as applicable</i>):</p> <p><input type="checkbox"/> Part A; <input type="checkbox"/> Part B, or <input checked="" type="checkbox"/> Part C; and <input checked="" type="checkbox"/> Part D</p> <p>This is the Authority's stated assumption at the time of signing this Call Off Agreement.</p> |

OFFICIAL

| | | |
|----|---------------------|--|
| 8. | Implementation Plan | If the Authority deems that an Implementation Plan is necessary the Parties shall use reasonable endeavours to agree an Implementation Plan. |
|----|---------------------|--|

OFFICIAL

| | | |
|----|----------------|-----------|
| 9. | Delay Payments | Not Used. |
|----|----------------|-----------|

Section 4: Personnel and Governance

| | | | |
|-----|-------------------------|---------------|--|
| 10. | Customer Representative | Name | [REDACTED] |
| | | Address | Area 131, Foss House, Peasholme Green, Kingspool, York, YO1 7PX |
| | | Telephone No. | [REDACTED] |
| | | Email | [REDACTED] |
| 11. | Supplier Representative | Name | [REDACTED] |
| | | Address | Crown Hosting Data Centres Limited, Spring Park, Westwells Road, Corsham, Wiltshire SN13 9GB |
| | | Telephone No. | [REDACTED] |
| | | Email | [REDACTED] |
| 12. | Customer Notice | Name | [REDACTED] |
| | | Address | Horizon House, Deanery Rd, Bristol, BS1 5TL |
| | | Email | [REDACTED] |
| 13. | Supplier Notice | Name | The Directors |
| | | Address | Crown Hosting Data Centres Limited, Spring Park, Westwells Road, Corsham, Wiltshire SN13 9GB |
| | | Email | notices@crownhostingdc.co.uk |

OFFICIAL

Section 5: Project management

| | | | |
|-----|-----------------------------|---------------|--|
| 14. | Customer Project Manager(s) | Name | [REDACTED] |
| | | Address | 7B, 7th Floor, 17 Smith Square, London, SW1P 3JR |
| | | Telephone No. | [REDACTED] |
| | | Email | [REDACTED] |
| 15. | Supplier's Project Manager | Name | [REDACTED] |
| | | Address | Crown Hosting Data Centres Limited, Spring Park, Westwells Road, Corsham, Wiltshire SN13 9GB |
| | | Telephone No. | [REDACTED] [REDACTED] [REDACTED] |
| | | Email | [REDACTED] |

Section 6: Invoicing

| | | |
|-----|---------------------|---|
| 16. | Invoice Address(es) | For Customer: DEFRA, FINANCE, 4th Floor, Area C, Nobel House, , 17 Smith Square, London, SW1P 3JR. |
|-----|---------------------|---|

Section 7: Insurance

| | |
|-----|---|
| 17. | Required Insurances |
| | The Supplier shall maintain the Insurances set out in Schedule 3.7 (Insurance Requirements) to the Framework Agreement. |

Section 8: Special Conditions

The following provisions are 'special conditions' which shall, in the event of any conflict, take precedence over any other provisions of the Call-Off Agreement.

| | |
|-----|---|
| 18. | Special Conditions |
| | In consideration of the Supplier entering in to this Call-Off Agreement, the Customer shall pay the sum of one pound (£1) to the Supplier, the adequacy and sufficiency of which is hereby acknowledged by the Parties. |

Section 9: Initial Services

The Parties have agreed to enter into the Service Request set out in Appendix 1 (if any) in respect of the Services which the Customer wishes to commission from the Call-Off Effective Date.

OFFICIAL

Section 10: Framework Authority Consent

The consent of the Framework Authority is a Condition Precedent for the purpose of Clause 2 (Conditions Precedent) of the Standard Terms. The Framework Authority shall record its consent to the creation of a Call-Off Agreement between the Supplier and the Customer by the Framework Authority Representative (or his or her authorised [redacted] Section 10:

| | |
|------------|------------|
| Signature | [redacted] |
| Print Name | [redacted] |
| Title | [redacted] |
| Date | |

Section 11: Formation of Call-Off Agreement

Subject to Section 10 of this Call-Off Order Form, the execution of this Call-Off Order Form by the Supplier and the Customer shall create a valid and legally binding contract comprising the Standard Terms as amended and supplemented by this Call-Off Order Form.

SIGNED for and on behalf of the Customer:

| | |
|------------|----------------|
| Signature | [redacted] |
| Print Name | [redacted] |
| Title | [redacted] |
| Date | 01 August 2016 |

SIGNED for and on behalf of the Supplier.

| | | |
|------------|------------|------------|
| Signature | [redacted] | [redacted] |
| Print Name | [redacted] | [redacted] |
| Title | [redacted] | [redacted] |
| Date | 2/8/16 | 2 Aug 16 |

OFFICIAL

Appendix 1
Service Request
NOT USED

OFFICIAL

Appendix 2
Customer Responsibilities
NOT USED

OFFICIAL

Appendix 3
Implementation Plan
NOT USED

OFFICIAL