Order Form

CALL-OFF REFERENCE: Optional customer's reference

THE BUYER: Secretary of State for Justice

BUYER ADDRESS: 102 Petty France, London SW1A 9AJ

SUPPLIER REFERENCE: [REDACTED]

THE SUPPLIER: BRITISH TELECOMMUNICATIONS PLC

SUPPLIER ADDRESS: 1 Braham Street, LONDON, E1 8EE

REGISTRATION NUMBER: 01800000

DUNS NUMBER: **22 701 5716**

SID4GOV ID: N/A

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the second of the two signatures below.

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT(S): [REDACTED]

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)
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6116
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)

Framework Ref: RM6116 Project Version: vFinal1.1

Crown Copyright 2018

- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM6116
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (BCDR)
 - Call-Off Schedule 9 (Security)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6116

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

The following Special Terms are incorporated into this Call-Off Contract:

- Service Offer Annex 1 Processing Data (supplementing Joint Schedule 11)
- Service Offer Annex 2 Transparency Reports (supplementing Call-Off Schedule 1)

CALL-OFF START DATE: On the second of two signatures

CALL-OFF EXPIRY DATE: 12 months thereafter

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD: None

Where no extension period is stated at time of signature one may be added subsequently using Joint Schedule 2 (Variation) subject both parties' written agreement.

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION: 90 days

CATALOGUE SERVICE OFFER REFERENCE(S):

[REDACTED]

CALL-OFF DELIVERABLES VIA DIRECT AWARD

As set out in the Supplier's Service Offer(s) above and listed within Annex A of this order form serving as Call Off Schedule 5 (Pricing Details).

MAXIMUM LIABILITY

[REDACTED]

CALL-OFF CHARGES

See details in Annex A of this order form as Call Off Schedule 5 (Pricing Details).

The total call-off contract value is £1,526,185.80

Framework Ref: RM6116 Project Version: vFinal1.1

Crown Copyright 2018

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.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

[REDACTED]

BUYER'S INVOICE NAME & ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements), the BT (Supplier) security policy applies.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Any applicable key subcontractors are defined in Service Offer Annex 4

COMMERCIALLY SENSITIVE INFORMATION

BT is providing information in commercial confidence and considers that the information would be exempt from disclosure under the FOIA.

Notwithstanding the above, the Customer Authority may disclose the annual and total contract value as required by law or any other information as required by the Information Commissioner's Office.

Framework Ref: RM6116 Project Version: vFinal1.1

Crown Copyright 2018

SERVICE CREDITS

Service levels and service credits are set out in the Supplier's Service Offer(s) referenced above.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

| For and on behalf of the Supplier | | For and on behalf of the Buyer | |
|-----------------------------------|------------|---------------------------------------|------------|
| Name | [REDACTED] | Name | [REDACTED] |
| Signature | [REDACTED] | Signature | [REDACTED] |
| Role | [REDACTED] | Role | [REDACTED] |
| Date | [REDACTED] | Date | [REDACTED] |

Framework Ref: RM6116 Project Version: vFinal1.1

Crown Copyright 2018

Annex A: Call Off Schedule 5 (Pricing)

[REDACTED]

Framework Ref: RM6116 Project Version: vFinal1.1