Crown Commercial Service

Poppulo Internal Communications Platform

G-Cloud 11 Call-Off Contract (version 4)

Contents

Part A - Order Form

Digital Marketplace service ID number:	852586914956122
Call-Off Contract reference:	RM1557 – Internal Communications Platform
Call-Off Contract title:	Poppulo Internal Communications Platform
Call-Off Contract description:	Poppulo Email Pro
Start date:	01/10/2019
Expiry date:	30/09/2020
Call-Off Contract value:	£12,735
Charging method:	Invoice

Purchase order number:	TBC

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From: the Buyer	Highways England Phone: +300 123 5000 Buyer Address: The Cube, 199 Wharfside Street, Birmingham B1 1RN Company number: **09346363**
To: the Supplier	Poppulo Phone: +353 21 242 7277 Email: info@poppulo.com Supplier's address: 5100 Avenue 5000 Cork Airport Business Park Cork, Ireland T12 YE28 Company number: **FC030262**
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: Head of Internal Communications Name: ███████ Email: ███████ Phone ███████
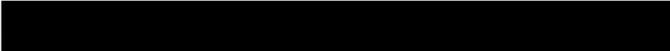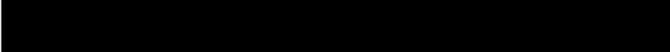
For the Supplier:	Title: Enterprise Account Executive
	Name: █████████████
	Email: █████████████
	Phone: █████████████

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 01/10/2019 and is valid for 12 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least [90] Working Days from the date of written notice for undisputed sums or at least [30] days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for 1 period(s) of up to 12 months each, by giving the Supplier 1 month written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software G-Cloud 11
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: • Poppulo Email Pro
Additional Services:	• Pro plus additional sends • Set up • Onboarding
Location:	The Services will be delivered to Highways England The Cube 199 Wharfside Street Birmingham B1 1RN

Quality standards:	N/A
Technical standards:	N/A
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are • **Service Availability** The service should be available at least 99.5% of total time each month, excluding scheduled downtime. • **Product Release Related Downtime** Poppulo targets the release of ten product updates every year. Poppulo shall notify users through in-app alerts at least four (4) business days prior to product iteration related scheduled downtime. This essential work is normally completed within five (5) hours. • **Maintenance** If the Poppulo system needs to be made unavailable, Poppulo shall notify users through in-app alerts at least four (4) hours prior to the scheduled downtime. Poppulo shall attempt to avoid scheduling any downtime between 8am to 6pm GMT/BST on EU data center and work closely with our customers to understand their communication schedules to minimise any impact of system updates or maintenance downtime. When minor system updates take place, the platform shall be available but certain functions such as email sending and subscriber uploads may be unavailable. For these minor system updates Poppulo shall notify users through in-app alerts at least 30 minutes prior to the system update and detail which specific functions may be unavailable during that time. • **Phone Support** Unless explicitly stated otherwise, all Poppulo users have access to the Poppulo support team by calling +44 800 085 6388 from 6am to 2am GMT/BST, Monday to Friday (excluding December 25th and January 1st of any year). A full list of international phone numbers is available on the Poppulo website at www.poppulo.com • **Email Support** All Poppulo users can submit queries to support@poppulo.com. Poppulo Support agents are available to respond to email queries from 6am to 2am GMT/BST, Monday to Friday (excluding December 25th and January 1st of any year) • **Customer Success Management** A Customer Success Manager will be appointed to each customer who purchases Poppulo Pro, Enterprise or Analytics products,to successfully manage the onboarding of the Poppulo solution and provide Account Management throughout the partnership with the customer. Poppulo Customer Success Teams are based in Ireland, with the team available from 9am to 5pm GMT/BST, Monday to Friday (excluding Irish public holidays, December 25th, and January 1st of any year)

Onboarding:	A newly appointed Customer Success Manager will contact the customer team and will work with them to create a project plan. This 90-day program is designed to ensure the Poppulo implementation meets the customer needs and is giving the results the customer wants, as quickly as possible. The stages include the technical setup (to get customer employee data into the Poppulo system), the design setup (to get customised and customer branded templates into the Poppulo system), and user training which is completed via web conference. Further information can be found at the below link. https://onboarding.newsweaver.com/html/6hw8xgeqcu9
Offboarding:	N/A
Collaboration agreement:	N/A
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed 125% of the charges payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). The annual total liability for all other defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).
Insurance:	The insurance(s) required will be: • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract] • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)] • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 28 consecutive days.
Audit:	N/A
Buyer's responsibilities:	The Buyer is responsible for timely delivery of customer data
Buyer's equipment:	The Buyer's equipment to be used with this Call-Off Contract includes computers, internet, tablets, and scanning devices where required.

Supplier's information

Subcontractors or partners:	N/A

Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method:	The payment method for this Call-Off Contract is BACS
Payment profile:	The payment profile for this Call-Off Contract is annually in advance with the addition of an additional set-up fee in Year 1 of this Call-Off-Contract
Invoice details:	The Supplier will issue an electronic invoice. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to: Finance and Business Services: Payments, The Cube, 199 Wharfside Street, Birmingham, B1 1RN. Tel: 0300 470 3002 Fax: N/A Email: INVOICES@highwaysengland.co.uk.
Invoice information required – for example purchase order, project reference:	All invoices must include: The Supplier shall ensure that each invoice submitted to the Buyer contains the following accurate and complete information: • the date of the invoice; • a unique invoice number; • the service period or other period(s) to which the relevant Charge(s) relate; the Purchase Order Number (tba); • the receipt number (as supplied by the Buyer); • the dates between which the Services subject of each of the Charges detailed on the invoice were per-formed; the methodology applied to calculate the Charges (where applicable); • any payments due in respect of achievement of a Milestone (where applicable); • the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Buyer under the terms of the Agreement, and, separately, any VAT or other sales tax payable in respect of the same; • details of any deductions that shall apply to the Charges detailed on the invoice; • reference to any reports required by the Buyer in respect of the Services to which the Charges de-tailed on the invoice relate (or in

	the case of reports issued by the Service Provider for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);
	a contact name and telephone number of a responsible person in the Supplier's Finance Department in the event of administrative queries; and
	• the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
	All invoices will be expressed in sterling.
Invoice frequency:	Invoice will be sent to the Buyer upon completion and signature of call-off agreement
Call-Off Contract value:	The total value of this Call-Off Contract is £12,735.
Call-Off Contract charges:	The breakdown of the Charges can be found in Schedule 2.

Additional Buyer terms

Performance of the service and deliverables:	Details of such plans are reflected in the relevant areas of the main agreement.
Guarantee:	N/A
Warranties, representations:	N/A
Supplemental requirements in addition to the Call-Off terms:	N/A
Alternative clauses:	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms:	For the avoidance of doubt, the Buyer confirms that, relative to the following clauses of the Call-Off Contract, the Buyer has reviewed Supplier's existing controls, is satisfied with those controls, and has no additional expectations of the Supplier in these areas: • clause 3.2 (custom acceptance criteria) • clause 4.1 (additional staff vetting controls) • clause 6.3 (custom business continuity controls) • clause 9.3 (additional insurance policies) • clause 13.6 (further security requirements) • clause 14.3 (PSN codes of practice) • clause 16.1 (custom security management plans) • clause 16.7 (cyber essentials certification) • clause 28.1 (additional environmental controls) The Buyer confirms that the provisions of Clauses 18.1 and 18.2 will not apply, and that accordingly, termination for convenience will not be permissible under the terms of the Call Off Contract. However, the

	Buyer and the Supplier acknowledge that, in the event that Supplier cannot fulfil the Services in compliance with the Laws applicable to Buyer (including those Laws relating to the processing of personal data in a jurisdiction or location expected by the Buyer and the Laws), this will constitute a Default of Suppliers obligations under the Call-Off Contract, and will not impact the Buyers right to terminate the Call-Off Contract for cause and without penalty. The Buyer requires (and the Supplier confirms) that Supplier will maintain accreditation to the ISO27001:2013 standard for the duration of the Call-Off Contract, and that Supplier will provide evidence of such accreditation, upon request, during the term of the Call-Off Contract.
Public Services Network (PSN):	N/A
Personal Data and Data Subjects:	Details as shown in Annex 1 of Schedule 7

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 and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

(A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.

(B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	███████████	████████
Title:	CFO	Procurement Group Manager
Signature:	███████████	████████
Date:	26/9/2019	27 September 2019