

SCHEDULE 7B

Order Form for Competed Goods and Services

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the provision of Enterprise Level Information Communication Technology (ICT) Solutions for hardware, software, programs, applications, security, computer science, managed services, consultancy, support and associated services – 2019 (reference number: SF050716) dated 27th September 2019.

The Authority	The Insolvency Service, 3rd Floor Canon House, 18 The Priory Queensway, Birmingham, B4 6FD.
The Supplier	Softcat PLC, with company number 02174990, whose registered office is at Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW
HealthTrust Europe Contract Reference	HTE-005706
The Authority Contract Reference	TIS0580

The Supplier and the Authority hereby agree as follows:

1. Following the completion of a mini-competition exercise, the Authority wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework Agreement.
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 overleaf;
 - (b) the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and
 - (c) the Call-Off Terms and Conditions set out at Appendix A, as applicable, to the Framework Agreement (including the front page and all Schedules thereto).
3. Where the Call-Off Terms and Conditions set out at Schedule 1 of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular, as stated below for the avoidance of doubt:
 - (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term,

HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 16 of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.

- (b) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
- (c) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

4. The Commencement Date of the Contract shall be **28th November 2022**.

5. The Term of this Contract shall be **1 year** from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no *longer than two years in total including extension options*.

6. Data Protection

10.1 The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.

10.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.

7. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.1(i) of Schedule 2.

8. For the purposes of Clause 4.2 of Schedule 2, the Authority shall visually inspect the Goods within 60 hours of the date of delivery of the relevant Goods or services.

9. The payment profile for this Contract shall be paid for the total amount upfront in advance.
10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on 3 months written notice. Such notice shall not be served within 6 months the Commencement Date.

11. The provision of Services

- (A) N/A
- (B) N/A
- (C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:
- (i) The Insolvency Service, 3rd Floor Canon House, 18 The Priory Queensway, Birmingham, B4 6FD.
 - (ii) The primary delivery address is detailed in 11(C)(i) above, however the Services will be delivered across the Authorities IT estate.

12 Training/ Support Services/ Help Desk

Not Applicable.

13 Use of Subcontractors - Not Applicable.

- (A) The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.
- (B) The provision of access by the Authority to the Supplier to the Premises and Locations shall be subject to the lease and/or license appended at Appendix 5.
- (C) Any changes to this Contract, including to the Services and Goods, may only be agreed in accordance with the Change Control Process set out in Appendix 3 overleaf.
- (D) N/A
- (E) Should the Authority terminate this Contract in accordance with this Clause, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7.
- (F) If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Appendix 6.

- (G) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9.
- (H) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.]

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:	Head of Category (IT & Software Licensing)	Date	10/11/2022

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:	Account Director	Date	10/11/2022

Appendix 1

Mini Competition Specification

The period of cover is for 12 months starting on 28/11/2022 to 27/11/2023.

2250 Forcepoint Web Security Software Licenses

Forcepoint web security support to include:

- 24x7x365 online support located at: <https://support.forcepoint.com/Login>
- the Knowledgebase and Documentation
- the Customer Forum
- Tech Alerts Subscription
- download software updates and patches
- submit and track support cases
- 24/7 support for Severity One issues
- Severity Two, Severity Three, and Severity Four issues will be worked during

Forcepoint's regular business hours only

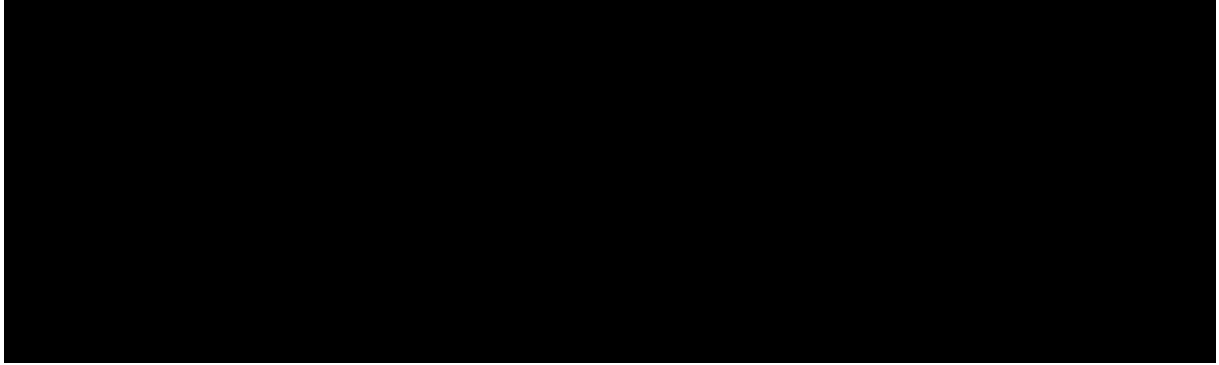
Forcepoint will:

- Address Subscriber open cases in a timely, professional and courteous manner
- Assign a trouble case number used to track status and as a reference for Subscriber inquiries
- Communicate the status of open cases
- Log the support activity and provide status updates

Appendix 2

Mini Competition Response Document

This Call-Off contract price is £60,520.00 ex VAT for a 12-month period. The Commencement Date of the Contract shall be 28th November 2022.



Appendix 3

Change Control Process

1. The Authority can request in writing a change to this Call-Off Contract if it is not a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
2. The Supplier must notify the Authority immediately in writing of any proposed changes to their Services or their service delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
3. If Either Party can't agree to or provide the Variation, the Authority may agree to continue performing its obligations under this Call-Off Contract without the Variation, or, end this Call-Off Contract by giving 30-day notice to the Supplier.
4. If a Specific Change in Law is made which has a material impact on the delivery of the Services or the price, the Supplier will notify the Authority of the likely effects of that change. This will include whether any change is required to the Services, the Call-Off Agreement price or this Call-Off.

Appendix 4

Implementation Plan

5. Not applicable. Seamless continuation of obligations and services.

Appendix 5

6. The Services shall be provided by the Supplier at the Premises and Locations listed below:
 - (i) The Insolvency Service, 3rd Floor Canon House, 18 The Priory Queensway, Birmingham, B4 6FD.
 - (ii) The primary delivery address is detailed in (i) above, however the Services will be delivered across the Authorities IT estate.

Appendix 6

Step In Rights

7. Not applicable.

Appendix 7

Termination Sum

Not Applicable

Appendix 8

Staff Transfer

Not Applicable.

Appendix 9

Software and EULA

The vendor end user license agreement (EULA) can be found at:

[Terms and Conditions | Forcepoint](#)

Appendix 10

Key Performance Indicators / Support Service Levels

- I. The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.

- II. The Supplier is required to manage and provide the Services in such a way as to meet the KPIs.
- III. The Supplier shall monitor its performance against each Target KPI and shall send the Authority a Quarterly report detailing the achieved KPIs in a form and format to be mutually agreed.

The KPIs relating to this Contract are as follows: -

Severity Level	Initial Response
	Essential Support
Severity One (highest severity) Business is severely impacted. - a Forcepoint product is not functioning and no viable workaround is available - Customer environment compromised or at risk for significant data corruption - Mission critical application is down or the majority of users are not able to conduct business	Up to 45 Minutes
Severity Two Business is disrupted but functioning. - a Forcepoint product's functionality is severely impacted - Mission critical applications or the majority of users are impacted	Up to 4 Business Hours
Severity Three Business is not affected but symptoms exist - a Forcepoint product is functioning in a restricted fashion and a workaround exists - Mission critical applications are functional with some end users affected	Up to 8 Business Hours
Severity Four (lowest severity) A request for information. - Request for product information or questions regarding how to use the product - Minimal impact to customer business - a request for product modification	Up to 2 Business Days

1 Monitoring Performance

1.1 Performance by the Supplier against each KPI shall be graded as follows:

Green Event	Meets the KPI
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Amber Event	Some failure to meet the KPI which requires closer monitoring and plans for corrective action.
Red Event	Material failure to meet the KPI
Black Event	Significant failure to meet the KPI

- 1.2 The Supplier shall provide the Authority with a quarterly performance report detailing its performance in respect of each of the Service Levels.
- 1.3 The Contract Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and the provision of the Services. Such meetings shall be minuted by the Supplier's Contract Manager and copies of those minutes shall be circulated to and approved by both parties.
- 1.4 Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.
- 1.5 The Authority and the Supplier shall review the KPIs every three (3) months throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

2 Service Level Failure

- 2.1 A Service Level Failure shall occur where, in any one-month period:

Red Event	Registered against two KPIs
Black Event	Registered against one KPI

Appendix 11

Subcontractors

Not Applicable.