

Call-Off Contract

Concluded between the Parties and on the date both as stated further

On the basis of the OCRE Azure Framework Agreement, Services Terms, Enrolment for Education Solutions, Enrolment for Education Solutions (Amendment) and Customer Access Agreement Letter (as defined or appended to this Call-Off Contract)

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This Call-Off Contract (the “**Contract**”) is made on the date stated at the bottom between the Customer and the Supplier as specified in the Appendix 1 hereto (individually “**Party**” and jointly “**Parties**”), by making an Order under the Framework Agreement specified in the Appendix 1.

BACKGROUND

The Supplier was awarded the contract for resale of Microsoft Azure Services under the GÉANT Framework Agreement (the “Framework”) for the provision of IaaS+ with effect from 1 December 2020. The Framework is operated by JISC, GEANT’s UK representative. This Call off Contract is between the Customer and the Supplier. Where the Supplier also provides additional services and professional services as referenced in Appendix 2, these are governed by the terms of the Supplier’s Master Services Agreement (MSA). Further, the licensing agreement between the Customer and Microsoft is governed by Microsoft’s Enrolment for Education Services (EES) agreement.

Who are GÉANT?

GÉANT is a fundamental element of Europe’s e-infrastructure, delivering the pan-European GÉANT network for scientific excellence, research, education and innovation. Through its integrated catalogue of connectivity, collaboration and identity services, GÉANT provides users with highly reliable, unconstrained access to computing, analysis, storage, applications and other resources, to ensure that Europe remains at the forefront of research.

Through interconnections with its 39 national research and education network (NREN) partners, the GÉANT network is the largest and most advanced R&E network in the world, connecting over 50 million users at 10,000 institutions across Europe and supporting all scientific disciplines. The backbone network operates at speeds of up to 500Gbps and reaches over 100 national networks worldwide.

Since its establishment over 20 years ago, the GÉANT network has developed progressively to ensure that European researchers lead international and global collaboration. Over 1000 terabytes of data is transferred via the GÉANT IP backbone every day. More than just an infrastructure for e-science, it stands as a positive example of European integration and collaboration.

GÉANT develop, deliver and promote advanced networks and associated e-infrastructure services. We support open innovation, collaboration and knowledge-sharing amongst our members, partners and the wider research and education networking community.

Further information at:
<https://www.geant.org/>

Who are the parties to the OCRE Azure Framework?

- ❖ **GÉANT (OCRE Project)** – framework holder
- ❖ **JISC – UK NREN** (National Research and Education Network) - GÉANT (OCRE Project) make the framework available through the NREN in each participating European country
- ❖ **Phoenix Software** (Microsoft LSP) - GÉANT (OCRE Project) awarded tender for sole supply of Microsoft Azure in the UK under the framework to Phoenix. As Microsoft do not transact EES agreements directly with customers, there is a requirement for the inclusion of a partner to facilitate this
- ❖ **Microsoft** (Platform Provider) – one of the cloud platform providers that make up the range of services available under the OCRE framework

What are the documents referenced in the Call-Off Contract?

- ❖ **Services Terms**

The Master Services agreement jointly agreed by the Supplier and the Customer on [insert date] incorporated by reference into this Call off Contract at Appendix 5 hereto.

Note that the Master Services Agreement is only required where Customer will be purchasing professional services related to the OCRE framework from the Supplier.

❖ **Enrolment for Education Solutions (EES)/Enrolment for Education Solutions (EES) (Amendment)**

This is the digital agreement (e-agreement) signed between the Customer and Microsoft to enter into the OCRE EES Framework. The EES paperwork that a customer signs is identical to that signed for the modern workplace services i.e. Microsoft 365 Education A3 & A5.

The differential is the EES Amendment paperwork that is incorporated into the e-agreement. This amendment provides for the following concessions to be applied to the Customer's OCRE enrolment:

- ❖ 15% discount on all PAYG services
- ❖ Changing the normal term of an EES agreement from 1 or 3 years to a 5 year term
- ❖ Changing the enrolment to an Azure Only agreement

❖ **Customer Access Agreement**

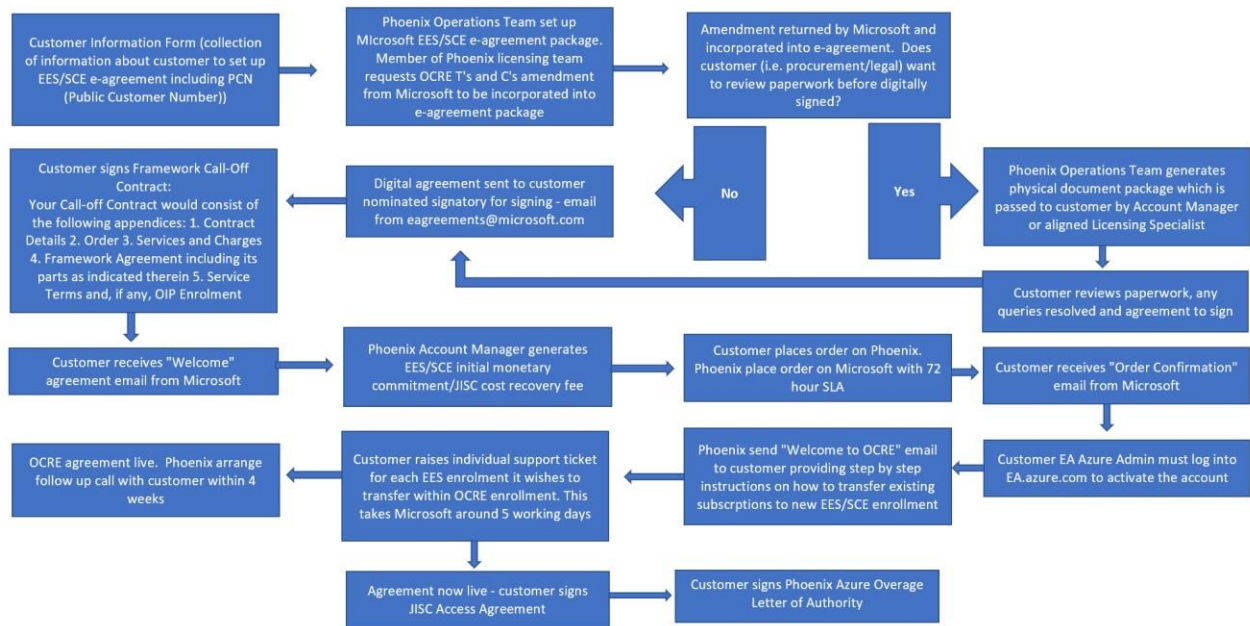
This is a document provided by JISC to the customer. Essentially by signing the Customer is confirming that it:

- ❖ Wishes to access to OCRE Cloud Framework and will act in accordance with the OCRE call-off agreement and Public Contracts Regulations 2015 (as highlighted in the JISC Buyers Guide)
- ❖ Agrees to pay JISC the 3.5% framework charge to be calculated on the actual value of the cloud services consumed by the organisation during the term of the agreement

Required documents

- ❖ The first document to be generated and signed is the Microsoft EES agreement with incorporated amendment. This sets out the Microsoft terms and conditions for the OCRE framework concessions and is the licensing vehicle for the OCRE framework. It should be noted that this is a Global Microsoft document and that no changes are permitted.
- ❖ The second document to be signed is the Call off Contract incorporating the overall terms and conditions of the framework and referencing additional paperwork such as the EES agreement. The Call off Contract, where required, will also include the Phoenix Master Services agreement which builds on the more basic Terms of Trade covering the purchase by the customer of Microsoft software and associated services.
- ❖ The final document is the JISC customer access agreement which facilitates access to the OCRE framework and related services and provides JISC with a written guarantee that the customer confirms it will pay the relevant 3.5% NREN cost recovery fee.

Framework Process Flow



IT IS AGREED AS FOLLOWS:**1. Definitions, Structure and Interpretation**

- 1.1 In this Contract, unless expressly indicated otherwise, the following terms shall have the following meanings:
- (a) "**Charges**" means the prices (exclusive of any VAT as and if applicable), payable to the Supplier by the Customer under the Contract.
 - (b) Enrolment for Education Services (EES) means the underlying licensing agreement between the Customer and Microsoft under which Microsoft sets out the terms of the licensing arrangement.
 - (c) "**Group**" means, in relation to a Party, the Party, its subsidiaries, its holding companies and any subsidiaries of such holding companies.
 - (d) "**Intergovernmental Organisation**" means any Customer who has the status of an intergovernmental organization.
 - (e) "**OIP**" means, if any, the entity who licensed the Supplier to resell the Services.
 - (f) "**OIP Enrolment**" means, if any, OIP's agreement governing Services delivery to Customer.
 - (g) "**Order**" means an order for Services sent by the Customer to the Supplier in accordance with the Framework Agreement.
 - (h) "**Service Terms**" mean Supplier's terms and conditions governing the provision of services as set out in the Supplier's Master Services Agreement (MSA)
 - (i) "**Services**" means the services detailed in Framework Agreement Schedule 3.
 - (j) "**Working Days**" means any day other than a Saturday, Sunday or public holidays in the jurisdiction of the Customer's seat.
- 1.2 The interpretation and construction of this Contract shall all be subject to the following provisions:
- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - (b) words importing the masculine include the feminine and the neuter;
 - (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
 - (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - (e) headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract;
 - (f) the Appendices form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract shall include the Appendices;

- (g) references in this Contract to any clause or sub-clause or Appendix without further designation shall be construed as a reference to the clause or sub-clause or Appendix to this Contract so numbered;
- (h) references in this Contract to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Appendix to this Contract so numbered; and
- (i) reference to a clause is a reference to the whole of that clause unless stated otherwise.

1.3 This Contract comprises its clauses and the Appendices:

Appendix	Title
1	Contract Details
2	Order
3	Services and Charges
4	Framework Agreement including its parts as indicated therein
5	Service Terms and, if any, OIP Enrolment

2. Subject Matter of the Contract

- 2.1 The Supplier and/or OIP shall provide the Services to the Customer in accordance with the relevant provisions of this Contract and, if applicable, the provisions of the OIP Enrolment entered into on or about the date hereof.

3. Contract Term

- 3.1 Contract becomes effective and expires on the dates stated in the Appendix 1, unless terminated early according to Service Terms.
- 3.2 The provisions of clauses 0, 6, 10 and 11 shall survive the termination or expiry of this Contract, together with any other provision which is either expressed to or by implication is intended to survive termination.

4. Charges

- 4.1 In consideration of the Supplier's provision of the Services, the Customer shall pay the Charges according to the prices set out in Appendix 3 and following the Supplier's invoice issued after the provision of Services in accordance with Appendix 3.
- 4.2 Subject to any terms and conditions described in Appendix 3, Charges are inclusive of any and all data transport (ingress and egress) related charges, and the Supplier shall not charge Customer for any data transport (ingress and/or egress) in and out of Supplier's infrastructure.
- 4.3 The Supplier's billing portal and all invoices raised shall be in Euro, except for Customers outside of the Eurozone whose billing and invoices shall be in the currency local to the Customer, unless the Parties expressly agree otherwise. Any exchange rate applied shall be calculated using the exchange rates of the central bank of Customer's seat as per relevant laws and regulations of Customer's seat.
- 4.4 The Supplier shall ensure that each invoice contains all appropriate references and a description of the Services supplied, any rebates or discounts and taxes applied.

- 4.5 Supplier may invoice compliant with the European standard on eInvoicing (EN 16931, eInvoicing), but must do so for Customers in jurisdictions where this is mandatory. When using eInvoicing, Supplier shall without any additional charge use eInvoicing for all aspects of invoicing (including but not limited to invoicing, credit notes, reminders) and in accordance with relevant national requirements on the implementation of eInvoicing.

5. Subcontracting and Assignment

- 5.1 Without releasing it from any of its obligations or duties hereunder, the Supplier will be entitled at any time and without notice, to use OIP and/or companies in its Group or other subcontractors to perform its obligations under this Contract. The Supplier shall be liable for the acts and omissions of any such persons as though they were Supplier's own.
- 5.2 Subject to clause 5.3, neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party.
- 5.3 The Supplier shall be entitled to assign this Contract where:
- (a) the specific change in supplier was provided for in the procurement process for the award of the Framework Agreement;
 - (b) the assignment is to a Group company where: (i) the assignee has agreed in writing to be bound by the terms of the Contract; (ii) the assigning party remains liable for obligations under the Contract if the assignee defaults on them; and (iii) the assigning party has notified the other party of the assignment.

- 5.4 Limitation of Liability Any limitations of liability set out in the Service Terms will, notwithstanding anything to the contrary in the Service Terms, be incorporated into this Contract and govern the total respective liability of each of the Parties under both this Contract and the Service Terms combined.

6. Confidentiality

In addition to any disclosures permitted under the confidentiality clause in the Service Terms, the Supplier may disclose to GEANT as part of the reporting duties it has under the Framework Agreement certain Customer's information that have been disclosed to the Supplier, although marked as confidential or normally considered confidential information under the circumstances.

7. Severance

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

8. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9. Entire Agreement

- 9.1 This Contract (inclusive of its elements stated in the clause 1.3) is the entire agreement between the Parties in relation to its subject-matter and governs the relationship of the Parties to the exclusion (to the extent permitted by law) of any other terms and conditions.
- 9.2 In the event of and only to the extent of any conflict or ambiguity involving the clauses of this Contract, including any document forming part of the Contract, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the Order;
 - (b) the clauses of this Contract (excluding any Appendix);
 - (c) all other Appendices to this Contract in their original sequence excluding the Order, including any updates thereof;
 - (d) any other document referred to in this Contract.
- 9.3 Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

10. Notices

- 10.1 Except as otherwise expressly provided within this Contract, no notice or other communication from one Party to the other shall have any validity under this Contract unless made in writing (including email or online portals) by or on behalf of the Party sending the communication, and sent to the address of the Party mentioned in Appendix 1, or such address of the Supplier specified in the Service Terms.
- 10.2 Each Party can change their address by serving a notice thereof in accordance with this clause.
- 10.3 The following table sets out the method by which notices or other communication may be served under this Contract and the respective deemed time of receipt:

Method of Service	Deemed time of receipt
Email	First (1 st) Working Day after being sent, or, if earlier, when the recipient acknowledges receipt.
By registered post or courier	Four (4) Working Days after the day on which the letter was posted or couriered or, if earlier, when the recipient acknowledged the receipt.

- 10.4 Communications shall not be deemed received if they are returned as undelivered.

11. Governing Law and Jurisdiction

- 11.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the country of Customer's seat. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 11.2 Each Party agrees to submit to the exclusive jurisdiction of the courts of the country of Customer's seat and for all disputes to be conducted in the country of Customer's seat.
- 11.3 Notwithstanding clauses 11.1 and 11.2, when Customer is Intergovernmental Organisation, the following shall apply:

11.3.1 Without prejudice to Customer's status as an Intergovernmental Organisation, reference shall be made to Irish substantive law where:

- (i) a matter is not specifically covered by the Contract; or
- (ii) a Contract provision is ambiguous or unclear.

Such reference shall be made exclusively for the matter or the Contract provision concerned, and shall in no event apply to the other provisions of the Contract.

11.3.2 If any dispute under the Contract fails to be settled amicably, the Parties shall resort to the arbitration procedure according to the arbitration agreement to be separately made between the Parties. Notwithstanding the reference of any dispute to arbitration, the Parties shall continue to perform their obligations under the Contract.



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APPENDIX 1

Contract Details

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Clause ref.	Term	Provision
-	Customer	UK Shared Business Services (UK SBS):
		Polaris House, North Star Avenue, Swindon SN2 1FL
		VAT, registration or ID number: GB 287 461 957
		Contact Person name and email: [REDACTED] [REDACTED]
		Customer Contract reference: DDaT22217
-	Supplier	Name: Phoenix Software Ltd
		Full address including country of legal seat: Blenheim House, York Rd, Pocklington, Barmby Moor, York YO42 1NS
		VAT, registration or ID number: GB 755 3490 15
		Contact person name and email: [REDACTED] [REDACTED] [REDACTED]
		Supplier Contract reference: UnitedKingdom-Azure-Phoenix-Software-Ltd-2020FW01
-	Contract made pursuant to the Framework Agreement GEANT awarded to the Supplier no.:	UnitedKingdom-Azure-Phoenix-Software-Ltd-2020FW01
3	Contract effective date:	01/07/2022
3	Contract expiry date:	30/06/2026
7.4	Currency	GBP – British Pound
12.1	Customer email:	[REDACTED]
12.1	Supplier's email:	[REDACTED]

APPENDIX 2

[REDACTED]

For the order process steps please see Appendix 5 below.

The drawdown covers the provision of IaaS solution as defined in the RFT, page 7 of OCRE- IaaS+ Cloud 2020 Volume 0: Information for Bidders.

For the avoidance of doubt the following is also included:

- the purchase of additional services as outlined in the Phoenix Software Ltd response to MR7,
- the purchase of professional services at rates outlined in the Phoenix Software Ltd response to AC6.

[REDACTED]

[REDACTED]

[REDACTED]

The period in question will be from 01/07/2022 to 30/06/2026 inclusive – 48 months.

All of the above figures are exclusive of VAT.

Payments are via BACS following receipt of a valid and verified invoice. Invoices shall be submitted to Finance@uksbs.co.uk referencing the purchase order number (to follow).

APPENDIX 3

Services including Charges

including Suppliers' offer in response to mini competition

Phoenix-Software-Ltd-Azure.zip with a

SHA1 checksum of: 2ee8fa5f676345bce9f323b126a7c654273d25cd



Worked example

- Microsoft's non-discounted PAYG list price for service A = £100
- A 15% discount is applied to this price following the Customer's use of Service A.
- Microsoft issue a bill to Supplier indicating a charge of £85 for the use of Service A by the Customer
- Supplier makes a payment to JISC on behalf of the customer equal to 3.5% of the £85 charge = £2.98
- Supplier credits the Customer with a sum equal to 3% of the £85 charge = £2.55
- Supplier invoices the customer for service A based on £85.00 plus £2.98 and then minus £2.55, so £85.43.

APPENDIX 4

Framework Agreement

including all its parts of the Framework Agreement indicated therein

UnitedKingdom-Azure-Phoenix-Software-Ltd-2020FW01



UnitedKingdom-Azur
e-Phoenix-Software-L

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APPENDIX 5**Service Terms**

The Service Terms are as set out in the Phoenix Terms of Trade (TOT) below. Each customer will place the Order via Phoenix Software Ltd's nominated Account Manager and the Order details including additional terms if required will be outlined in the customer's Order (as defined below.)

'Order' in this context simply refers to the Purchase Order(s) that the customer will need to raise for the minimum value of £3,702.65 as specified in Appendix 2 above and to the Purchase Order(s) that the customer will need to raise to cover any overage charges as described in Appendix 2 above. Orders would be authorised and raised by the customer – there will be no requirement for them to be signed by Phoenix – they would simply be processed by Phoenix as required.

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TERMS OF TRADING FOR CUSTOMERS ('CUSTOMERS') OF PHOENIX SOFTWARE LTD ('PHOENIX')

This agreement supersedes all previous documents or agreements relating to the subject matter of this agreement.

1. a. Payment of all invoices shall be made within **30 days** of the date of invoice unless otherwise agreed in writing. Phoenix reserves the right to charge interest on overdue accounts at the rate of 2% per annum above Barclays Bank PLC base rate from time to time subsisting; such interest to be accrued on a daily basis.

b. If the customer defaults on payment following the issue and expiry of a 7 day final warning letter, Phoenix reserves the right to place the matter in the hands of Euler Collections and shall be entitled to a full reimbursement of any fees or disbursements paid out to aid recovery of monies outstanding.

2. Returns may only be made subject to the following conditions:

a. The Customer shall obtain a Returns Authorisation Number from Phoenix prior to hardware or software being returned.

b. The Customer shall notify Phoenix of any hardware or software which it wishes to be returned within five days of receipt of that hardware or software. Any pricing, quantity or product discrepancies should be brought to the attention of Phoenix within 5 days of date of invoice.

c. Phoenix may refuse to issue a Returns Authorisation Number at its sole discretion if the requirements of 2b have not been met.

d. Goods returned must be in the original packaging and in a clean resaleable condition. Goods returned otherwise will, at our discretion, either be refused or a further additional re-stocking/re-packaging fee charged to cover the additional costs involved.

e. Credit or refund shall only be given if the hardware or software is received by Phoenix in a saleable condition.

3. All software licences granted by Phoenix are subject to the manufacturers' terms of licence. These terms of licence cannot be varied without written agreement between the Customer and the manufacturer. Phoenix shall assign to the Customer, so far as Phoenix is reasonably able, the benefit of all warranties and conditions relating to quality, state, suitability, fitness for purpose and quiet possession contained in its contract with the manufacturer.

4. The warranties which are assigned under clause 3 (if any), are the only warranties given under this agreement. Any other warranties, conditions, obligations or implied terms which are implied into this agreement by statute, custom or at law (including, without limit, any warranties of fitness for purpose or relating to satisfactory quality) are excluded to the fullest extent permitted in law.

5. Phoenix shall place the order with the manufacturer or distributor provided that EITHER:

a. The order is supported by the deposit of cleared funds for the full price in Phoenix's bank account OR

b. The order is within the agreed credit limit and invoices are being paid promptly within 30 days of the date of issue or such other period as shall have been agreed previously in writing.

6. The goods shall remain the property of Phoenix until the purchase price for the goods has been paid in full.

7. a. Subject always to clause 7(b), Phoenix shall in no circumstances be liable to the Customer for any pure economic loss, loss of profit, loss of business/revenue, loss of goodwill or loss of or corruption to data (including whether any of the foregoing are direct or indirect losses) or for any special, indirect or consequential loss. Phoenix's total liability to the Customer arising out of or in connection with this agreement shall in no event exceed the total charges paid by Customer to Phoenix under this agreement.

b. Nothing in this agreement shall affect the liability of Phoenix to the Customer for death or personal injury caused by Phoenix's negligence (or that of its employees, agents or subcontractors), for fraud or fraudulent misrepresentation or for any other liability to the extent it may not be excluded or limited by law.

8. Personal Information is collected and processed by Phoenix as a data controller for the purposes of entering into and performing this agreement with the Customer. Phoenix will collect and process personal information in accordance with its privacy policy which is available at

www.phoenixs.co.uk/privacy-policy. The parties acknowledge and agree that any processing of personal information by Phoenix under this agreement shall be limited in nature and extend only to use by Phoenix of the name and contact details (postal address, e-mail address and telephone number) of the business contact(s) at the Customer to permit Phoenix to fulfil Customer's order for hardware, software and services.

I, being an authorised officer of this business agree to your terms of trading.

Name (Sign) Name (Print)
Position Date
Organisation Name
Invoice Address
Postcode Telephone No Fax No
Invoice Email VAT No
Company Reg No Charity No Credit Limited Required

PHOENIX SOFTWARE INTERNAL USE ONLY

4A_38871398_1 1

Approved by Data account opened Initial credit limit £

OIP Enrolment

If Phoenix Software Ltd is offering a cloud platform on behalf of that platform's Original Infrastructure Provider (OIP), then any OIP terms or enrolment are to be included by reference here.

Document Library	File Name
CASA Standard Documents	Microsoft Qualified Educational User Definition (EMEA
CASA Standard Documents	Campus and School Agreement
CASA Standard Documents	Enrollment for Education Solutions
CASA Standard Documents	Program Signature Form
CASA Standard Documents	Supplemental Contact Information Form
MBSA Standard Documents	Enterprise Agreement
MBSA Standard Documents	Business and Services Agreement
MBSA Standard Documents	Previous Enrollment(s)/Agreement(s) Form
MBSA Standard Documents	Program Signature Form
MBSA Standard Documents	Server and Cloud Enrollment (Indirect) Corporate
MBSA Standard Documents	Server and Cloud Enrollment Product Selection Form
MBSA Standard Documents	Supplemental Contact Information Form
Microsoft Product Terms	Volume Licensing - Microsoft Online Services Data Protection Addendum January 2020
Microsoft Product Terms	Volume Licensing - Online Services Terms June 2020
Microsoft Product Terms	Volume Licensing - Product Terms June 1, 2020
Microsoft Product Terms	Volume Licensing - Service Level Agreement for Microsoft Online Services June 1, 2020

Explanation of Microsoft Azure OCRE Enrolment Structure and Eligibility

Microsoft authorised License Solution Partner (LSP) responding to the OCRE framework using an indirect model and referred to in the OCRE tender as "Resellers" will transact using established Microsoft Volume Licensing enrolments for raising orders and billing Azure services.

Microsoft resellers will use one of two different contract structures dependent on the end customer classification i.e. Education and non-Microsoft Qualified Education customers.

Microsoft Qualified Education Users (QEU)

An awarded authorised Microsoft LSP will use the following contract structure for OCRE members meeting the QEU definition and who do not anticipate any circumstances that would change their ability to meet the QEU definition over the term of the enrolment.

The definition can be downloaded here:

<https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=7>

Signed by GÉANT Vereniging at OCRE Framework commencement
Campus and School Agreement (CASA) Master Agreement
Signed by End Customer for each new Azure Enrolment
Azure only Enrolment for Education Solutions (EES)
Amendment including Discount Transparency statement and Azure Commitment Discount.
Additional Contract Components
Product Terms
Online Services Terms
Online Services DPA

Online Services SLA

Non-Microsoft Qualified Education User (QEU)

An awarded authorized Microsoft LSP will use the following contract structure for OCRE members that do not meet the Qualified Education User (QEU) definition. This structure will also be applicable to NRENs acting in the OCRE defined role of Underwriter.

Signed by GÉANT Vereniging at OCRE Framework commencement
Microsoft Business Services Agreement (MBSA) Master Agreement
Signed by End Customer for each new Azure Enrolment
Azure only Server Cloud Enrolment (SCE)
Amendment including Discount Transparency statement and Azure Commitment Discount.
Additional Contract Components
Product Terms
Online Services Terms
Online Services DPA
Online Services SLA

A minimum upfront Azure monetary Commitment equal to the equivalent of \$1200 pa in local currency will be required to paid at the time of setting up each new enrolment. Any additional charges associated with Azure consumption will be postpaid via a process called overage billing. The following link describes how Microsoft bill Azure Consumption under EA/Campus enrolments here:

<https://docs.microsoft.com/en-us/azure/cost-management-billing/manage/>

The price of the Azure services is set once the enrolment has been processed in accordance with the current month's Azure pricelist. Microsoft Azure provides price protection by establishing a Baseline price for each Azure service. The price cannot go above the baseline price for the term of the enrolment, further details on Azure EA Pricing here: <https://docs.microsoft.com/en-us/azure/cost-management-billing/manage/ea-pricing-overview>

OCRE members can learn about Azure Enterprise enrollment invoices here:

<https://docs.microsoft.com/en-us/azure/cost-management-billing/manage/ea-portal-enrollment-invoices#azure-ea-pricing-overview>

APPENDIX 6

ISO27001 Certification



By Royal Charter

Certificate of Registration

INFORMATION SECURITY MANAGEMENT SYSTEM - ISO/IEC 27001:2013

This is to certify that:

Phoenix Software Ltd
Blenheim House
York Road
Pocklington
York
YO42 1NS
United Kingdom

Holds Certificate Number:

IS 620034

and operates an Information Security Management System which complies with the requirements of ISO/IEC 27001:2013 for the following scope:

The Information Security Management System (ISMS) for software licensing, hardware, software asset management and IT consultancy. The sectors serviced are Public sectors, Charities, Housing associations, Education and Corporate. Sales and Services. This is in accordance with the Statement of Applicability version 1 dated 14/9/2015.

For and on behalf of BSI:

Andrew Launn, EMEA Systems Certification Director

Original Registration Date: 2016-01-21

Latest Revision Date: 2018-12-19

Effective Date: 2019-01-21

Expiry Date: 2022-01-20



Page: 1 of 1

...making excellence a habit.™

This certificate was issued electronically and remains the property of BSI and is bound by the conditions of contract.

An electronic certificate can be authenticated [online](#).

Printed copies can be validated at www.bsigroup.com/ClientDirectory

Information and Contact: BSI, Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes MK5 8PP. Tel: + 44 345 080 9000
BSI Assurance UK Limited, registered in England under number 7805321 at 389 Chiswick High Road, London W4 4AL, UK.
A Member of the BSI Group of Companies.

Cyber Essentials Certification

CERTIFICATE OF ASSURANCE

PHOENIX SOFTWARE LIMITED

Bytes House Randalls Way, Leatherhead, Surrey, KT22 7TW

COMPLIES WITH THE REQUIREMENTS OF THE CYBER ESSENTIALS SCHEME

NAME OF ASSESSOR : Glen Patrick

CERTIFICATE NUMBER : IASME-CE-034657

PROFILE VERSION : Beacon

SCOPE : Whole Organisation

DATE OF CERTIFICATION : 2022-01-21

RECERTIFICATION DUE : 2023-01-21

CERTIFICATION MARK



CERTIFICATION BODY



CYBER ESSENTIALS PARTNER



The Certificate certifies that the organisation was assessed as meeting the Cyber Essentials implementation profile and thus that, at the time of testing, the organisation's ICT defences were assessed as satisfactory against commodity based cyber attack. However, this Certificate does not in any way guarantee that the organisation's defences will remain satisfactory against a cyber attack.