



G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

Part A: Order Form	2
Schedule 1: Services	12
Schedule 2: Call-Off Contract charges	12
Part B: Terms and conditions	13
Schedule 3: Collaboration agreement.....	32
Schedule 4: Alternative clauses.....	44
Schedule 5: Guarantee.....	49
Schedule 6: Glossary and interpretations	57
Schedule 7: GDPR Information	68

Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

Digital Marketplace service ID number	7309 4615 5467 633
Call-Off Contract reference	Managed SIEM and SOC
Call-Off Contract title	West Kent Housing Association Managed SIEM and SOC
Call-Off Contract description	Contract for the provision of a new Sentinel based SIEM solution with SOC capabilities
Start date	21 st November 2022
Expiry date	31 st October 2024 (refer to Extension Period below for +1 +1 options)
Call-Off Contract value	£228,248.00 inclusive VAT
Charging method	Invoice payable by BACS
Purchase order number	To follow

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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	Mark Lordon 01732 902 034 West Kent Housing Association 101 London Road Sevenoaks TN13 1AX
To the Supplier	Paul Goldney 0333 311 0121 Wizard Group Limited 47 Butt Road Colchester Essex CO3 3BZ United Kingdom Company number: 3134225
Together the 'Parties'	

SENSITIVE - PoC Test

Principal contact details

For the Buyer:

Title: Head of IT Infrastructure and Security

Name: Daniel Yeates

Email: Daniel.yeates@wkha.org.uk

Phone: 07814 076808

For the Supplier:

Title: Director of Global Enterprise Sales

Name: Marc Phillips

Email: marc.phillips@wizardcyber.com

Phone: 0203 0970242



Call-Off Contract term

Start date	This Call-Off Contract Starts on 21st November 2022 and is valid for 24 months .
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-off Contract can be extended by the Buyer for two period(s) of up to 12 months each, by giving the Supplier 3 months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p>

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	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none">• Lot 2: Cloud software• Lot 3: Cloud support
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p>To provide a Sentinel based SIEM solution with fully managed 24/7/365 Security Operations Centre capabilities, and a Managed Detect Response service.</p>
Additional Services	N/A

Location	The Services will be delivered remotely, into our secure Microsoft Azure platform.
Quality standards	<p>The quality standards required for this Call-Off Contract are as covered in the Requirements Document and Master Service Agreement.</p> <div style="text-align: center;">   </div> <p>WKHA SIEM-SOC Wizard Group Master Requirements Docum Services Agreement -</p>
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are as covered in the Requirements Document and Master Service Agreement.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as covered in the Requirements Document and Master Service Agreement.
Onboarding	<p>The onboarding plan for this Call-Off Contract is appended.</p> <p>Please refer to the onboarding information found in:</p> <ul style="list-style-type: none"> • XDR Service Implementation-WKHA - Onboarding
Offboarding	<p>The onboarding plan for this Call-Off Contract is appended.</p> <p>Please refer to the onboarding information found in:</p> <ul style="list-style-type: none"> • XDR Service Implementation-WKHA - Offboarding
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.

Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • 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 90 consecutive days.
Audit	N/A
Buyer's responsibilities	The Buyer is responsible for providing access to all required relevant platforms for the duration of the Call-Off Contract.
Buyer's equipment	The Buyer is not required to provide any equipment under this Call-Off Contract; save as required for the Buyer to access the required relevant platforms.

Supplier's information


Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <p>N/A</p>
-----------------------------------	---

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	<p>The payment profile for this Call-Off Contract is</p> <ol style="list-style-type: none"> 1. Initial invoice on commencement of the contract for the PS, DFIR and SIEM provision 2. Quarterly invoice in arrears against the fixed contract value 3. Separate quarterly adjustment to be issued, whether credit or debit, for the variable log ingestion element 4. Separate quarterly adjustment to be issued for any SLA breaches occurring within the period.
Invoice details	The Supplier will issue electronic invoices quarterly in arrears. 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 Daniel Yeates c/o finance@wkha.org.uk
Invoice information required	All invoices must include the purchase order number.
Invoice frequency	Invoice will be sent to the Buyer quarterly.
Call-Off Contract value	The total value of this Call-Off Contract is £228,248.00 inclusive VAT
Call-Off Contract charges	<p>The breakdown of the Charges is</p> <p>Year 1: £122,884.00 inclusive VAT</p> <p>Year 2: £105,364.00 inclusive VAT</p> <p>Extensions: as per Year 2</p>

Additional Buyer terms

Performance of the Service and Deliverables	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • See XDR Service Implementation-WKHA - Onboarding • See XDR Service Implementation-WKHA - Offboarding
Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	<p>See Wizard Group Master Service Agreement</p>  <p>Wizard Group Master Services Agreement -</p>
Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A
Public Services Network (PSN)	N/A
Personal Data and Data Subjects	Annex 1 of Schedule 7 is being used

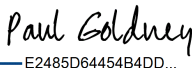
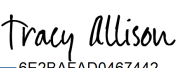
1. Formation of contract

- 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 (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	Paul Goldney	Tracy Allison
Title	CEO	CEO
Signature	<div>DocuSigned by:  E2485D64454B4DD...</div>	<div>DocuSigned by:  6E2BAFAD0467442...</div>
Date	18 November 2022 03:17 EST	18 November 2022 08:19 GMT