Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: Project\_27187

THE BUYER: The Department for Work & Pensions

BUYER ADDRESS Caxton House, Tothill Street, London, SW1H 9NA THE SUPPLIER: Specialist Computer Centres plc

SUPPLIER ADDRESS: James House, Warwick Rd, Tyseley,

Birmingham B11 2LE REGISTRATION NUMBER: 1428210

DUNS NUMBER: 227720521

SID4GOV ID: 210512

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23rd September 2024.

It’s issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

## CALL-OFF LOT(S):

Lot 3 Software

## 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) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
   * Joint Schedules for RM6098
     + Joint Schedule 2 (Variation Form)
     + Joint Schedule 3 (Insurance Requirements)
     + Joint Schedule 4 (Commercially Sensitive Information)
     + Joint Schedule 6 (Key Subcontractors)
     + Joint Schedule 10 (Rectification Plan)
     + Joint Schedule 11 (Processing Data)
   * Call-Off Schedules for RM6098
     + Call-Off Schedule 5 (Pricing Details)
     + Call-Off Schedule 6 (ICT Services), including Annex A
     + Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

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 Buyer (“End-User Customer”) or (“Licensee”) hereby agrees to the following Special Terms:

1. The End-User Customer's use of the software shall be governed by the end-user license terms, known as the OpenText EULA (UK and Ireland) v4.0, July2019 ("EULA"). This document is available on [www.opentext.com/agreements.](http://www.opentext.com/agreements)
2. Support and Maintenance: The Subcontractor, OpenText UK Limited (“OpenText”) shall provide support and maintenance ("Support Services") solely in accordance with the terms of the then current applicable OpenText Software Maintenance Program Handbook (“SMPH”), available for download from and updated from time to time at [www.opentext.com/agreements.](http://www.opentext.com/agreements)

For avoidance of doubt, the incremental Support Fees herein are in addition to, and not in lieu of the current annual maintenance contracts for previously licensed OT Exstream Software (collectively the "Total Support Stream"). The Total Support Stream cannot be terminated in part, and must be renewed in whole, if End-User Customer elects to renew Support for Software in this Order Form.

1. License Model Definitions: The definitions and descriptions for License Models identified in this Order Form are found in the applicable version of the "License Model Schedule" located at [www.opentext.com/agreements](http://www.opentext.com/agreements) which is effective as of the effective date of this Order Form.
2. Designated Server Location: The Designated Server Location for the Server(s) that house(s) the Software on this Quotation is:

Software is Hosted in Amazon eu-west-2

Server Host: Licensee's Servers and the Software licensed hereunder at the Designated Server Location set forth above may be hosted on a third-party hosting provider. Licensee remains responsible for the Software, shall not permit any third-party hosting provider to access or Use the Software and shall be liable to OT for any breaches by such third-party hosting provider of the terms and conditions of this Quotation.

1. Licence Usage: The software identified in this Order Form is for use only by End-User Customer referenced above only and may not be used to produce output for any other business unit, affiliate, or for any third-party. End User Customer may elect to deploy Software for additional business units and/or third parties by executing a new agreement with OpenText subject to then-current terms and conditions.
2. Acceptance: End-User Customer accepts the Software upon delivery.
3. Delivery: All Software listed herein shall be delivered electronically.
4. Installation: End-User Customer is responsible for installation of the Software
5. Term Licence: The software licenses specified in this Order Form shall be licensed on a limited term basis which commences upon delivery of the software and shall end twelve (12) months thereafter ("Term License"). At the expiration of the Term License the Licensee shall immediately cease using the software licenses specified in this Order Form and, within fifteen

(15) days after such expiration, certify in writing to OpenText that it has ceased using the software licenses. In the event the Licensee continues to use all or any part of the software licenses specified in this Order Form after the expiration of the Term License, the Licensee shall be liable to pay: (a) the applicable license fees as determined by OpenText and the Supplier; (b) the applicable taxes; and (c) the maintenance and support fees related to the period during which the Licensee was using the software licenses without a valid software license.

Additionally, Licensee shall pay the corresponding Support fee for twelve (12) months. Notwithstanding anything to the contrary in this Order Form, the Software term licenses purchased by Licensee hereunder shall automatically terminate at the end of the Term License and Licensee shall discontinue use of the term licenses.

1. Operating System: Linux

CALL-OFF START DATE: **1st October 2024**

CALL-OFF EXPIRY DATE: **30th September 2025**

CALL-OFF INITIAL PERIOD: **12 months**

## CALL-OFF DELIVERABLES

The Buyer requires 2 production OpenText Exstream licences and 3 development OpenText Exstream licences, as per Call-Off Schedule 20 (Call-Off Specification).

## LOCATION FOR DELIVERY

Not applicable. To be downloaded from portal. DATES FOR DELIVERY

Provide Licence Keys on or before 1st October 2024. TESTING OF DELIVERABLES

Option A: None

## WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

## MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

£202,886.67 (ex. VAT). CALL-OFF CHARGES

Option A: £202,886.67 (ex. VAT), £243,464.00 (inc. VAT). REIMBURSABLE EXPENSES

None

## PAYMENT METHOD

The payment method for this Call-Off Contract is: BACS BUYER’S INVOICE ADDRESS:

# Department For Work and Pensions:

Department For Work and Pensions Accounts Payable

**[REDACTED]**

## BUYER’S AUTHORISED REPRESENTATIVE

**[REDACTED]**

BUYER’S ENVIRONMENTAL POLICY

# [Sustainable procurement strategy - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/dwp-sustainable-procurement-strategy)

BUYER’S SECURITY POLICY

# [DWP Information Security Policy (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/media/61b31162d3bf7f0551f2d41d/dwp-information-security-policy.pdf)

## SUPPLIER’S AUTHORISED REPRESENTATIVE

**[REDACTED]**

## SUPPLIER’S CONTRACT MANAGER

**[REDACTED]**

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF

Not applicable.

## KEY SUBCONTRACTOR(S)

OPEN TEXT UK LIMITED, Company Number 03148093, Registered office address

420 Thames Valley Park Drive, Thames Valley Park, Reading, Berkshire, England, RG6 1PT

## COMMERCIALLY SENSITIVE INFORMATION

Not applicable. SERVICE CREDITS

Not applicable. 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:** | |
| Signature: | **[REDACTED]** | Signature: | **[REDACTED]** |
| Name: | **[REDACTED]** | Name: | **[REDACTED]** |
| Role: | Commercial Services Direct | orRole: | Commercial Lead |
| Date: | 27-09-24 | Date: | 30-09-24 |