

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

Order Form

CALL-OFF REFERENCE: CVID200341 – Rubrik Expansion

THE BUYER: **The Department For Work And Pensions**

BUYER ADDRESS 2 St Peters Square, Manchester. M2 3AA

THE SUPPLIER: Computacenter (UK) Limited

SUPPLIER ADDRESS: Hatfield Ave, Hatfield, AL10 9TW

REGISTRATION NUMBER: **REDACTED**

DUNS NUMBER: **REDACTED**

SID4GOV ID: Not applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19/10/2021.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

Lot 2 Hardware & Associated Services

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. Call-Off Schedule 6 – ICT Services (for the purposes of this Call-Off Schedule 6 – ICT Services)
2. This Order Form including the Call-Off Special Terms.
3. Joint Schedule 1 (Definitions and Interpretation) RM6068.
4. Joint Schedule 4 Commercially Sensitive Information
5. CCS Core Terms (version 3.0.8)
6. Joint Schedule 2 (Variation Form).
7. Joint Schedule 3 (Insurance Requirements).

8. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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 following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', Buyer shall not terminate this Call-Off Contract without cause.

Special Term 2: The Supplier shall deliver any Goods in accordance with its internal policies, including (but without limitation) all relevant security policies.

Special Term 3: Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Customer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract.

Special Term 4: Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

CALL-OFF START DATE: **29/10/2021**

CALL-OFF EXPIRY DATE: **28/10/2024**

CALL-OFF INITIAL PERIOD: **3 Years**
(Due to 3-years Support & Maintenance and RADAR/SONAR 3-year subscription)

CALL-OFF OPTIONAL EXTENSION PERIOD **1 Year**

CALL-OFF DELIVERABLES

See details in the quote included in the Call-Off Charges section below, which shall also be deemed the Call-Off Specification.

LOCATION FOR DELIVERY

Customer Address

REDACTED

REDACTED

Title to Goods is transferred to the Customer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

DATES FOR DELIVERY OF THE DELIVERABLES

TBC

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier.

MAXIMUM LIABILITY

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is
£3,079,806.04 plus VAT = £3,695,767.25

CALL-OFF CHARGES

£3,079,806.04 plus VAT = £3,695,767.25

REDACTED

The Supplier shall submit invoices directly to the billing address as per the Customer's order. The Supplier shall invoice the Buyer as per Supplier's quotation embedded above. The Charges will not be impacted by any change to the Framework Prices.

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier shall submit invoices directly to the billing address as per the Customer's order. The Supplier shall invoice the Customer for Goods on despatch or receipt into Supplier's warehouse in accordance with the Buy & Store Agreement and for Services as per Supplier's quotation. Payment to be made by BACS payment.

All invoices must include the purchase order number [Buyer to advise number], Call-Off Reference, description and value.

The invoice format will mirror the necessary information in clause 4 of the Core Terms. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out above and the provisions of the Core Terms

The Supplier will post paper invoices to the Buyer SSCL address and send PDF version of the invoices to the SSCL email address below.

BUYER'S INVOICE ADDRESS:

REDACTED

Email: **REDACTED**

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED
REDACTED

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

Where applicable on the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Where applicable, Quarterly on the first Working Day of each quarter

KEY STAFF

Not applicable for standard supply transactions.

KEY SUBCONTRACTOR(S)

Not applicable for standard supply transactions.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years

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:	REDACTED	Role:	REDACTED
Date:	REDACTED	Date:	REDACTED

Appendix A

Rubrik Terms and Conditions



Rubrik FORM EULA
(EXECUTABLE) (v0319)