

Contract for Adobe Licensing

Contents

Order Form to enter Contract under RM6068 Lot 3	2
Order Form Attachment 1 – Not Used	Error! Bookmark not defined.
Order Form Attachment 2 – Not Used	Error! Bookmark not defined.
Order Form Attachment 3 – Statement of Requirements.....	Error! Bookmark not defined.
Order Form Attachment 4 - Price Schedule.....	Error! Bookmark not defined.
Core Terms	Error! Bookmark not defined.
Joint Schedule 1 (Definitions)	Error! Bookmark not defined.
Joint Schedule 2 (Variation Form)	Error! Bookmark not defined.
Joint Schedule 3 (Insurance Requirements).....	Error! Bookmark not defined.
Joint Schedule 4 (Commercially Sensitive Information) .	Error! Bookmark not defined.
Joint Schedule 5 (Corporate Social Responsibility).....	Error! Bookmark not defined.
Joint Schedule 10 (Rectification Plan)	Error! Bookmark not defined.
Joint Schedule 11 (Processing Data).....	Error! Bookmark not defined.
Call-Off Schedule 4 (Call Off Tender)	Error! Bookmark not defined.
Call-Off Schedule 6 (ICT Services)	Error! Bookmark not defined.
Call-Off Schedule 7 (Key Supplier Staff)	Error! Bookmark not defined.
Call-Off Schedule 14 (Service Levels).....	Error! Bookmark not defined.

Order Form to enter Contract under RM6068 Lot 3

CALL-OFF REFERENCE:	CPD4124116 (CCS Ref: NFC151)
THE BUYER:	Department for Levelling Up, Housing and Communities (DLUHC)
BUYER ADDRESS	Fry Building, 2 Marsham Street, London SW1P 4DF.
THE SUPPLIER:	Bytes Software Services Ltd
SUPPLIER ADDRESS:	Bytes House, Randalls Way, Leatherhead, KT22 7TW
REGISTRATION NUMBER:	01616977
DUNS NUMBER:	225273754
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated xx March 2023.

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):

- o Lot 3 Software & 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. This Order Form including the Attachments:
 - i. Attachment 3 Statement of Requirements
 - ii. Attachment 4 Price Schedule
2. Joint Schedule 1(Definitions and Interpretation) RM6068

3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6068
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for this contract
 - o Call-Off Schedule 6 (ICT Services)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 14 (Service Levels)
4. CCS Core Terms (version 3.0.6) (including those amends from the Framework Award Form)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
7. Annex B Call-Off Schedule 6 (ICT Services)

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. For the avoidance of doubt, the Buyer will still be bound by the terms of their ETLA or VIP with Adobe, which is a separate signed document and outside of this Call-Off Contract.

CALL-OFF SPECIAL TERMS

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

Special Term A:

Extension periods may only be invoked where the Buyer has an extant VIP agreement come the 30 March 2026. The Extension Period may only run to the end of that extant VIP agreement. To be clear no new enrolments to any type of Adobe agreement (ETLA, VIP or other) are permitted within the Extension Period.

Special Term B:

New Definition:

“Mark-up” means the percentage added to the cost of the Goods or Services to cover all overheads, profit and Management Charge. For example, a product that costs £100 for the Supplier to buy from Adobe (or a distributor), with a mark-up of 2% would be charged to the end Buyer at £102.00. No additional charges can be added above the percentage mark-up.

Call-Off Schedule 14 (Service Levels)

Framework Version 2.0

Crown Copyright 2023

CALL-OFF START DATE: The later date of signature by either Supplier or Buyer on this Order Form

CALL-OFF EXPIRY DATE: The later date of either 30 March 2026 or the payment of the final Invoice by the Buyer

CALL-OFF INITIAL PERIOD: Up to 30 March 2026 (approximately 3 years and 1 month)

CALL-OFF OPTIONAL EXTENSION PERIOD Up to one (1) Year – restrictions apply see Special Term A

CALL-OFF DELIVERABLES

See Attachment 3 Statement of Requirements to this Order Form.

LOCATION FOR DELIVERY

There is no physical delivery required.

DATES FOR DELIVERY OF THE DELIVERABLES

Expiry of existing licensing is outlined in Attachment 4 Price Schedule to this Order Form. Initial licensing and enrolment must be completed in line with Attachment 3 Statement of Requirements to this Order Form.

TESTING OF DELIVERABLES

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 £30,321.93 excluding VAT

Contract for Adobe Licensing

Call-Off Schedule 14 (Service Levels)

Framework Version 2.0

Crown Copyright 2023

CALL-OFF CHARGES

See Attachment 4 Price Schedule to this Order Form and see details in Attachment 3 Statement of Requirements to this Order Form.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Buyer shall pay by BACs following receipt of a valid Invoice

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY)

Available online at: <https://www.gov.uk/government/collections/greening-government-commitments>

BUYER'S SECURITY POLICY

Available online at: <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

BUYER'S DATA PROTECTION OFFICER

REDACTED

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

Call-Off Schedule 14 (Service Levels)

Framework Version 2.0

Crown Copyright 2023

SUPPLIER'S DATA PROTECTION OFFICER

REDACTED

PROGRESS REPORT FREQUENCY

As Per Call-Off Schedule 14 and the Account Management Plan outlined in Attachment 3 Statement of Requirements to this Order Form.

PROGRESS MEETING FREQUENCY

As Per the Account Management Plan outlined in Attachment 3 Statement of Requirement to this Order Form.

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

None

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4

Call-Off Schedule 14 (Service Levels)

Framework Version 2.0

Crown Copyright 2023

(Call-Off Tender) and the requirements set out in Attachment 3 Statement of Requirement to this Order Form.

For and on behalf of the Supplier:

Signature: [To be completed by supplier]

Name: [To be completed by supplier]

Role: [To be completed by supplier]

Date: [To be completed by supplier]

For and on behalf of Buyer:

Signature: REDACTED

Name: REDACTED

Role:

Date: 24 March 2023