

## Order Form for NFC151 for Adobe Licenses under CCS ETLA-707616450

CALL-OFF REFERENCE: [DDC-010423-IT-HS]  
THE BUYER: [MOD DDC]  
BUYER ADDRESS: [G-B-04 Main Building, Whitehall, London, SW1A 2HB]  
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 as per the signature at the end of the Order Form.

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 2 Quotation
  - ii. Attachment 3 Statement of Requirements

iii. 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

None

CALL-OFF START DATE: Date supplier signed the Order Form.

CALL-OFF EXPIRY DATE: 31 March 2025

CALL-OFF INITIAL PERIOD: Up to 24 months to 31 March 2025

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

CALL-OFF DELIVERABLES

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See Attachment 2 Quotation, Attachment 3 Statement of Requirements, and Attachment 4 Price Schedule to this Order Form.

#### LOCATION FOR DELIVERY

See attachment 4 Price Schedule.

#### DATES FOR DELIVERY OF THE DELIVERABLES

See the implementation Plan in attachment 4 - Price Schedule.

#### 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 XX  
Redacted

#### 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:

[Jason McLaren]

[DDC Digital IT Manager]

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[jasonmclaren@ddc-mod.org]

[G-B-04 Main Building, Whitehall, London, SW1A 2HB]

#### BUYER'S AUTHORISED REPRESENTATIVE

James Smith

Senior Commercial Manager

Head Office Commercial

Kentigern House, 65 brown Street, Glasgow, G2 8EX

#### BUYER'S ENVIRONMENTAL POLICY

Not Applicable

#### BUYER'S SECURITY POLICY

Not Applicable

#### BUYER'S DATA PROTECTION OFFICER

XX Redacted

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

XX Redacted

#### SUPPLIER'S CONTRACT MANAGER

XX Redacted

#### SUPPLIER'S DATA PROTECTION OFFICER

XX 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.

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KEY STAFF

XX 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 Tender) and the requirements set out in Attachment 3 Statement of Requirement to this Order Form.

For and on behalf of the Supplier:

XX Redacted

For and on behalf of Buyer:

Signature: James Smith – electronically signed

Name: James Smith

Role: Senior Commercial Manager

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Date: 13/04/2023

*Note: Buyer may require execution by seal / deed.*

Order Form Attachment 1 – Not Used

Order Form Attachment 2 – Quotation

Order Form Attachment 3 – Statement of Requirements