

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

Order Form

CALL-OFF REFERENCE:	Project_25742 Cyber Ark Vault Infrastructure Licences 2023 -2024
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	5thFloor, Two St. Peter's Square Manchester, M2 3AA
THE SUPPLIER:	Bytes Software Services Limited
SUPPLIER ADDRESS	Bytes House, Randalls Way, Leatherhead, Surrey KT22 7TW
REGISTRATION NUMBER:	1616977
DUNS NUMBER:	225273754
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23/03/2023

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):

Lot3 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 Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1(Definitions and Interpretation) RM6068
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

- Call-Off Schedules for **Project_25742 –Cyber Ark Vault Infrastructure Software Licences 2023 -2024**
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 9 (Security) Part C
 - Call-Off Schedule 10 (Exit Management) Part B

4 CCS Core Terms (version 3.0.6)

5 Joint Schedule 5 (Corporate Social Responsibility) RM6068

6 Annexes A to E 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.

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.

CALL-OFF START DATE:	27/03/2023
CALL-OFF EXPIRY DATE:	26/03/2024
CALL-OFF INITIAL PERIOD:	1 year
CALL-OFF OPTIONAL EXTENSION PERIOD	1 year

CALL-OFF DELIVERABLES

BASICINITINFRAINCLSUBS Includes 1 Vault; up to 5 DR/HA (combined); up to 5 CPMs; up to 2. Test Environments; 1 SDK; unlimited passwords

LOCATION FOR DELIVERY

DEPARTMENT FOR WORK & PENSIONS Peel Park Control Centre Brunel Way Blackpool & Fylde Industrial Estate BLACKPOOL FY4 5ES

DATES FOR DELIVERY OF THE DELIVERABLES

27/03/2023

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be Minimum is 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 £19,273.98 inclusive of non-recoverable VAT

CALL-OFF CHARGES

Nett Value - £ 16,061.65

VAT - £ 3,212.33

Total Value - £ 19,273.98

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 Buyer's order. The Supplier shall invoice the Buyer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

[REDACTED FOI S(2) 40]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED FOI S(2) 40]

BUYER'S ENVIRONMENTAL POLICY

NA

BUYER'S SECURITY POLICY

NA

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED FOI S(2) 40]

SUPPLIER'S CONTRACT MANAGER

[REDACTED FOI S(2) 40]

PROGRESS REPORT FREQUENCY

To be determined after contract is in place

PROGRESS MEETING FREQUENCY

To be determined after contract is in place

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

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

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:

Signature: [REDACTED FOI S(2) 40]

Name: [REDACTED FOI S(2) 40]

Role: Divisional Director of Frameworks and Bids

Date: 28th March 2023

For and on behalf of Buyer:

[REDACTED FOI S(2) 40]Signature:

Name: [REDACTED FOI S(2) 40]

Role: Commercial Lead

Date: 28/03/23

Annex B

COTS Licensing Terms

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Buyer'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.

[EULA.pdf \(cyberark.com\)](#)

Annex C

Software Support and Maintenance Terms

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



Support Terms
(CYBR) 20220908.pdf