

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

Order Form

CALL-OFF REFERENCE: SCM101 – Hootsuite Licences

THE BUYER: The Secretary of State for The Home Department

BUYER ADDRESS: 2 Marsham Street, London, SW1 4DF

THE SUPPLIER: Boxxe Limited

SUPPLIER ADDRESS: REDACTED TEXT under FOIA Section 40

REGISTRATION NUMBER: REDACTED TEXT under FOIA Section 40

DUNS NUMBER: REDACTED TEXT under FOIA Section 40

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated **1st April 2023**.

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:

This is a Bronze Contract.

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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6098
 - Call-Off Schedule 5 (Pricing Details)
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 following Special Terms are incorporated into this Call-Off Contract:

Not Applicable.

CALL-OFF START DATE: 31st March 2024

CALL-OFF EXPIRY DATE: 30th March 2025

CALL-OFF INITIAL PERIOD: Twelve (12) months

CALL-OFF DELIVERABLES:

Qty	Item number	Description
	DESCRIPTION	HOOTSUITE ENTERPRISE RENEWAL 2024 – 2025
1	TMP-1705932527 446-23561-2	REQUIREMENT 1: HMPO
	DESCRIPTION	<p>HOOTSUITE ENTERPRISE REGIONAL STANDARD PACKAGE INCLUDES:</p> <ul style="list-style-type: none"> • HOOTSUITE ENTERPRISE PLATFORM: • 10 SEATS • ACCESS TO 150+ APPS IN THE HOOTSUITE APP DIRECTORY <p>HOOTSUITE PROFESSIONAL SERVICES:</p> <ul style="list-style-type: none"> • UNLIMITED ACCESS TO WEB-BASED ON-DEMAND PRODUCT TRAINING SESSIONS FOR ALL HOOTSUITE ENTERPRISE CUSTOMERS – 1 LIVE TRAINING SESSION, FROM HOOTSUITE'S TRAINING CATALOGUE AND DELIVERED VIA THE WEB BY HOOTSUITE'S SOCIAL STRATEGISTS (MAXIMUM 60 MINUTES) <p>HOOTSUITE ACADEMY:</p> <ul style="list-style-type: none"> • 2 HOOTSUITE SOCIAL MARKETING CERTIFICATION EXAM ENROLMENTS • 2 HOOTSUITE PLATFORM CERTIFICATION EXAM ENROLMENTS
1	TMP-1705932527 446-23561-2	REQUIREMENT 2: HORC
	DESCRIPTION	<ul style="list-style-type: none"> • 1 X HOOTSUITE ENTERPRISE PLAN • 10 X HOOTSUITE IMPACT (SOLD BY CONNECTIONS) • 1 X HOOTSUITE PREMIER SERVICE • 5 X HOOTSUITE INSIGHTS, POWERED BY BRANDWATCH (THIRD-PARTY SERVICE)

Please refer to the details in Call-Off Schedule 20 (Call-Off Specification) for additional information.

LOCATION FOR DELIVERY:

REDACTED TEXT under FOIA Section 40

Title to Goods is transferred to the Buyer 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:

Licenses will be delivered within 48 - 72 hours of Boxxe Limited receiving a PDF PO.

TESTING OF DELIVERABLES:

Not Applicable.

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:

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 **£23,920.00** excl VAT.

CALL-OFF CHARGES:

Year 1: £23,920.00 excl VAT.

Please refer to Schedule 5 for a breakdown of the pricing.

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:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES:

None.

PAYMENT METHOD:

Payment shall be via Purchase Order.

Invoices should be submitted via email to:

REDACTED TEXT under FOIA Section 40

BUYER'S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40

BUYER'S AUTHORISED REPRESENTATIVE:

Name: **REDACTED TEXT under FOIA Section 40**
Title: Commercial Manager
Email: **REDACTED TEXT under FOIA Section 40**

BUYER'S ENVIRONMENTAL POLICY:

Not Applicable.

SUPPLIER'S AUTHORISED REPRESENTATIVE:

Name: **REDACTED TEXT under FOIA Section 40**
Email: **REDACTED TEXT under FOIA Section 40**

SUPPLIER'S CONTRACT MANAGER:

Name: **REDACTED TEXT under FOIA Section 40**
Email: **REDACTED TEXT under FOIA Section 40**

KEY STAFF:

Name: **REDACTED TEXT under FOIA Section 40**
Email: **REDACTED TEXT under FOIA Section 40**

Name: **REDACTED TEXT under FOIA Section 40**
Email: **REDACTED TEXT under FOIA Section 40**

KEY SUBCONTRACTOR(S):

Not Applicable.

PROGRESS REPORT FREQUENCY:

Not Applicable.

PROGRESS MEETING FREQUENCY:

Not Applicable.

COMMERCIALLY SENSITIVE INFORMATION:

All the supplier's submitted technical response and commercial pricing excluding the Total Contract Value.

Reason: Commercial Sensitivity (Section 43).

Period: 5 Years.

SERVICE CREDITS:

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 TEXT under FOIA Section 40, Personal Information	Signature:	REDACTED TEXT under FOIA Section 40, Personal Information
Name:	REDACTED TEXT under FOIA Section 40, Personal Information	Name:	REDACTED TEXT under FOIA Section 40, Personal Information
Role:	REDACTED TEXT under FOIA Section 40, Personal Information	Role:	REDACTED TEXT under FOIA Section 40, Personal Information
Date:	28/02/2024	Date:	28/03/2024

Call-Off Schedule 5 (Pricing Details)

REDACTED TEXT Commercial Sensitivity (Section 43)

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Requirement 1: HMPO

Hootsuite Enterprise Regional Standard Package includes:

- Hootsuite Enterprise Platform:
- 10 Seats
- Access to 150+ apps in the Hootsuite App Directory

Hootsuite Professional Services:

- Unlimited access to web-based on-demand product training sessions for all Hootsuite Enterprise customers — 1 live training session, from Hootsuite's Training Catalogue and delivered via the web by Hootsuite's social strategists (maximum 60 minutes)

Hootsuite Academy:

- 2 Hootsuite Social Marketing Certification exam enrolments
- 2 Hootsuite Platform Certification exam enrolments

Plus: 2 vanity URLs

Requirement 2: HORC

- 1 x Hootsuite Enterprise Plan
- 10 x Hootsuite Impact (sold by Connections)
- 1 x Hootsuite Premier Service
- 5 x Hootsuite Insights, powered by Brandwatch (Third-Party Service)



SCM101 - Annex B
Hootsuite Licences Sp

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert] name of Supplier] ("the Supplier")	
Contract name:	[insert] name of contract to be changed] ("the Contract")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Home Office

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in

dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 4 (Commercially Sensitive Information)

8. What is the Commercially Sensitive Information?

- 8.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 8.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 8.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	22/02/2024	All the supplier's submitted technical response and commercial pricing excluding the Total Contract Value.	5 Years

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots ;
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots;
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) – all Lots
 - 1.4 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots

