

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

Order Form

CALL-OFF REFERENCE: [REDACTED]

THE BUYER: **The Secretary of State for the Home Department**

BUYER ADDRESS 2 Marsham Street London SW1P 4DF

THE SUPPLIER: Computacenter (UK) Limited

SUPPLIER ADDRESS: Hatfield Avenue Hatfield AL10 9TW

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated

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 1: Hardware & 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 3 (Insurance Requirements)

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- Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for [REDACTED]
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
(for the purposes of this Call-Off Schedule 6 – ICT Services, Annex B is attached as an Annex to this Order Form at Appendix 2)

4. CCS Core Terms (version 3.0.6)

5. 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:

N/A

CALL-OFF START DATE: 1st December 2023

CALL-OFF EXPIRY DATE: 30th November 2026

CALL-OFF INITIAL PERIOD: 36 months

CALL-OFF OPTIONAL EXTENSION
PERIOD

CALL-OFF DELIVERABLES

The Goods detailed in Appendix 1 are to be delivered on or before the 30/11/2023.
Time for delivery shall not be of the essence

LOCATION FOR DELIVERY:

HOITLicensing@homeoffice.gov.uk

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 OF THE DELIVERABLES

30/11/2023

TESTING OF DELIVERABLES

N/A

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 shall be the total aggregate Charges paid or payable by the Buyer from the Call-Off Start Date until the end of the first Call-Off Contract Year

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is



CALL-OFF CHARGES

Refer to Appendix 1

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

N/A

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:

Invoices will be sent via email as the primary method for delivery to the address below:

hosupplierinvoices@homeoffice.gov.uk

Invoices can be submitted in hard copy via post to the address below, however this will significantly delay the processing of the payment to the supplier.

Home Office Shared Service Centre HO Box 5015 Newport, Gwent NP20 9BB
United Kingdom

Tel: 08450 100125 Fax: 01633 581514

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY
Not required for software purchases

BUYER'S SECURITY POLICY
Not required for software purchases

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY
N/A

PROGRESS MEETING FREQUENCY
N/A

KEY STAFF
N/A

KEY SUBCONTRACTOR(S)
N/A

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

N/A

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

SOCIAL VALUE COMMITMENT

N/A

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:			
Role:			
Date:	23 November 2023 09:54 PST	Date:	Type text here 1st December 2023

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.

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.

ANNEX D

Software as a Service Terms

Item No		Description	Quantity Required	Item Price £ Ex VAT	Total Price £ Ex VAT
36 Month F5 Hybrid ELA (ELA - HOM-IND-36025) Consisting of below:					
Please provide full life cost with Item Price column (D13) and yearly cost structure in Bidder's Remarks (G13).					
1	F5-BIG-MSP	i5800 hardware appliances - Better Bundle	4		
2	F5-BIG-MSP	1GB LTM VE	8		
3	F5-BIG-MSP	1GB Better VE	4		
4	F5-BIG-MSP	25mpbs LTM	52		

F5 FLEX CONSUMPTION PROGRAM

SUBSCRIPTION REQUIREMENTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Exhibit A

Definitions

- a. **“Annual Billing Quote”** means a billing quote setting forth your Annual Software Commitment or Annual Services Commitment payment due for an upcoming Annual Term.
- b. **“Annual Term”** means the 12-month period starting on the Subscription Start Date and each subsequent 12-month period ending on the final day of the Subscription Term.
- c. **“Billing Term”** with respect to Software means the 9th through 11th full calendar months of an Annual Term, and with respect to F5 Services, the 1st through 11th full calendar months of an Annual Term.

Click or tap here to enter text.

- d. **“Initial Commitment”** means your financial commitment (at List Price) for Software or F5 Services (as applicable) during the first Annual Term.
- e. **“List Price”** means the then-current F5 list price for the region of sale.
- f. **“Schedule”** means the reporting and payment terms attached hereto for either Software (Schedule A) or F5 Services (Schedule B).
- g. **“Subscription Activity Report”** means the report for a calendar month generated by F5 based on the applicable Usage Report(s) and sets forth the additional Software Instances Deployed by you during such calendar month.
- h. **“Subscription Start Date”** means, unless otherwise defined on your Quote, the day that registration keys or certificates are first provided to you for any Software or that access to any F5 Services is first provided to you.
- i. **“Usage Report”** means a report of the Software Deployed by you and/or the F5 Services Consumed by you in the applicable calendar month.

Schedule A

Software Subscriptions

1. *Subscriptions for Software.* During the Subscription Term, you may Deploy and Retire any number of Software Instances. Within 10 days of receipt of your Annual Billing Quote, you will submit a purchase order to your Reseller for an amount representing your Annual Software Commitment. At the end of the Subscription Term, if your actual usage during the final Billing Term exceeds the Annual Software Commitment for the final Annual Term, you will submit a one-time payment to your Reseller for the Annual Software Growth during the final Billing Term.
2. *Reporting for Software.* Within 10 days after the end of each calendar month you will provide to us a Usage Report for each Software Product that you Deployed in the prior calendar month. You will use the applicable License Management Tool to create a Usage Report and will submit each report to us (i) electronically, using the License Management Tool's electronic report submission mechanisms to send the report manually or automatically over the internet to API.f5.com or (ii) via email attachment to vesubscriptions@f5.com. You will immediately report to us any known or suspected error in a Usage Report. For Products that lack a License Management Tool or other means of communicating your usage to us, you will certify to us in writing the number and type of Software Instances that you Deployed in the prior calendar month. After we receive each Usage Report, we will provide you with access to a Run Rate report and Subscription Activity Report (together, the "**Subscription Report**") for the applicable month. If you do not dispute a Subscription Report within 10 days of us making it accessible to you, the Subscription Report will be considered final.
3. *Additional Reporting Requirements.* Promptly following the Subscription Start Date, you will deploy any required license management tools. You will not alter a Usage Report, knowingly report inaccurate usage, transfer Software Instances between subscriptions, or otherwise attempt to manipulate the reporting of actual usage. If you cannot create a Usage Report for any reason, or if your Usage Report is erroneously generated, misdirected, lost, or not capable of being submitted in accordance with this section, you will contact F5 technical support for assistance and comply promptly with our instructions for creating and submitting any overdue Usage Reports.
4. *Hardware Specific Terms.* The terms in this section apply only if your Quote indicates that you may acquire Hardware in conjunction with your Subscription. Software Modules provided in conjunction with the Initial Order will be represented in your Subscription Activity Report by a Software SKU. Unless otherwise indicated on your Quote, pricing for Software SKUs includes F5 Premium support for the Hardware on which the corresponding Software Module is installed. For subsequent Hardware acquisitions in conjunction with your Subscription, a Software SKU for each additional Software Module will be added to your Subscription Activity Report at the time the Hardware is shipped. You will notify us promptly upon the Retirement of each Software Module, and we will remove the corresponding Software SKU from your subsequent Subscription Activity Report. If all Software Modules on a Hardware appliance are Retired, the Hardware will also be deemed to be Retired. Support is not provided for Retired Hardware or Retired Software Modules. Retired Hardware may not be used without a corresponding active Software SKU. For clarity, unless expressly permitted by us under separate terms (e.g., a separate subscription allowing feature enablement on Hardware purchased in conjunction with this Subscription), Hardware acquired in conjunction with this Subscription may be used only with Software Modules in accordance with the terms of these FCP Requirements. Retired Hardware may be recommissioned during the Subscription Term by written notification to us, in which case your Subscription Activity Report for the following calendar month will include a Software SKU corresponding to the Software Modules intended for use on your recommissioned Hardware. Hardware acquired in conjunction with your Subscription is eligible for F5 Advanced RMA (A-RMA) services. You may also pay additional fees to upgrade to Expedited RMA (E-RMA), provided that E-RMA upgrades are not transferable between Hardware units. E-RMA upgrade fees are not refundable if you discontinue use of or Retire any Hardware during the Subscription Term.
5. *Additional Software Definitions.*
 - a. "**Annual Software Commitment**" means your minimum financial commitment (at List Price) for Software for an Annual Term. For the first Annual Term your Annual Software Commitment is equal to the Initial Commitment for Software. For the second Annual Term, your Annual Software Commitment is equal to the Initial Commitment for Software plus the Annual Software Growth during the first Annual Term. For each subsequent Annual Term

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your Annual Commitment for Software is equal to the Annual Software Commitment for the preceding Annual Term plus the Annual Software Growth for the preceding Billing Term. For BIG-IP Cloud Edition subscriptions, fees for the License Management Tool will be added to each Annual Software Commitment. Acquisitions of Hardware do not apply to the Annual Software Commitment, but the Software SKU corresponding to Software Modules for such Hardware are applied to the Annual Software Commitment calculation.

- b. **“Annual Software Growth”** means the average of the Run Rates in the Billing Term minus the Annual Software Commitment for the Annual Term (rounded to the nearest whole dollar). For example, if the Annual Software Commitment is \$100k, and the Run Rates for the corresponding Billing Term are \$110k, \$120k and \$130k respectively, the Annual Software Growth is $(\$10k + \$20k + \$30k) / 3$, or \$20k.
- c. **“Daily Total”** means, with respect to each calendar day (based on Coordinated Universal Time), the dollar amount (at List Price) calculated by adding together the Software Instance Values for each of the Software Instances in Deployment at any time on such day.
- d. **“Deployment”** or **“Deploy”** means (a) the creation of a Software Instance of BIG-IP Virtual Edition or installation and activation of an Nginx branded Product (with the exception of Products where pricing is determined by number of Deployed Workloads); (b) the purchase or acquisition of Hardware in conjunction with this Subscription on which a Software Module is to be used; (c) allocation of a Workload; or (d) activation of any other Software available to you under this Subscription.
- e. **“License Management Tool”** means the Software Instance management functionality used to license and report your Deployed Software Instances and which may be used only to provide us with your Usage Report.
- f. **“Retire”** means to remove a Software Instance or Hardware unit from Deployment.
- g. **“Run Rate”** means, with respect to each month, the dollar amount calculated by dividing (i) the aggregate of Daily Totals for the days in such month by (ii) the number of days in such month. If the Run Rate for a given month during a Billing Term is less than the Initial Commitment, the Run Rate for such month will be equal to this Initial Commitment (i.e., the Run Rate can never be less than the Initial Commitment).
- h. **“Software Instance”** means each separate copy of a Software program or Workload Deployed by you under this Subscription.
- i. **“Software Instance Value”** means the List Price value of each Software Instance.
- j. **“Software Module”** means Software provided solely for use on Hardware acquired in conjunction with this Subscription.
- k. **“Software SKU”** means the value (at List Price) attributed to a Software Module.
- l. **“Workload”** means an individual application or container Deployed as part of a control and/or management plane Product, as indicated by the combination of (i) physical location and (ii) IP address or instance ID, or as “Workload” may otherwise be defined or further clarified in the applicable product documentation.

Schedule B

F5 Services Subscriptions

1. *Subscriptions for F5 Services.* During the Subscription Term, you may Consume or stop Consuming any F5 Services made available under your Subscription, provided, however, that your aggregate Consumption in an amount less than your Annual Services Commitment shall not reduce your payment obligations for the Annual Services Commitment. Within 10 days of receipt of the Annual Billing Quote for an amount representing your Annual Services Growth for each remaining Annual Term (to be invoiced in accordance with your Initial Commitment value, on the anniversary of the Subscription Start Date.) At the end of the Subscription Term, if your actual usage during the final Billing Term exceeds the Annual Services Commitment for the final Annual Term, you will submit a one-time payment to your Reseller for the Annual Software Growth during the final Billing Term.
2. *Month 12 Excess Usage.* If the actual Consumption for month 12 of an Annual Term of your Subscription is equal to or greater than one-and-a-half (1.5) times your actual Consumption during month 11 of such Annual Term, then you will be required to pay the amount corresponding to the difference between the actual Consumption for months 11 and 12 as a one-time charge ("Month 12 Usage Charge"), and you will pay the Month 12 Usage Charge within 30 days or receipt of F5's invoice for such amount.
3. *Reporting for F5 Services.* Within 10 days after the end of each Billing Term, we will provide you with access to a report indicating your monthly F5 Services consumption. At the end of the Billing Term, we will provide you with access to a report indicating the consumption during the Billing Term and the Annual Services Growth (at List Price) for F5 Services ("Services Growth Report") during such Annual Term. If you do not dispute the contents of a Services Growth Report within 10 days of us making it accessible to you, the Services Growth Report is considered final.

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