

Attachment 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: PROJECT_3048

THE BUYER: Department for Business & Trade

BUYER ADDRESS

THE SUPPLIER: Bytes Software Services Ltd

SUPPLIER ADDRESS:

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15th December 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:

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- 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
 - 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 this contract
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 17 (MOD Terms) – required by MOD organisations only
 - Call-Off Schedule 19 (Scottish Law) – required by Scottish organisations only
 - Call-Off Schedule 21 (Northern Ireland Law) – required by Northern Irish organisations only
 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:

[REDACTED]

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. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] No additional charges can be added above the percentage mark-up.

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

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. Initial licensing and enrolment must be completed in line with Attachment 3 Statement of Requirements.

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 set out in Attachment 4 Price Schedule.

CALL-OFF CHARGES

The pro-rata charges for December 2023-March 2024 are shown below:

Summary

#	Part Code	Description	Qty	Unit Price (Customer) (£)	Total Price (Customer) (£)	Months
2						
3						
4						
Total Price(£)					9,538.63	

The costs for the further 2 years will be as follows:

Summary

#	Part Code	Description	Qty	Unit Price (Customer) (£)	Total Price (Customer) (£)	Months
2						
3						
4						
5						
6						
7						
8						
9						
Total Price(£)					65,108.80	

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Buyer shall pay by BACs following receipt of a valid Invoice

BUYER'S INVOICE ADDRESS:

Department for Business and Trade

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

N/A

BUYER'S DATA PROTECTION OFFICER

[REDACTED]

NFC151 Adobe Licenses

16 December 2022

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

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.

PROGRESS MEETING FREQUENCY

As Per the Account Management Plan outlined in Attachment 3 Statement of Requirement.

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

[REDACTED]

Schedule 4 (Call-Off Tender) and the requirements set out in Attachment 3 Statement of Requirement.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]