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

**Order Form**

|  |  |  |
| --- | --- | --- |
| CALL-OFF REFERENCE: |  | SR1383040976 |
| THE BUYER: |  | His Majesty’s Revenue and Customs |
| BUYER ADDRESS |  | 100 Parliament Street, London, SW1A 2BQ |
| THE SUPPLIER: |  | BOXXE Ltd |
| SUPPLIER ADDRESS: |  | Artemis House Eboracum Way,  Heworth Green,  York,  England,  YO31 7RE |
| REGISTRATION NUMBER: | | 02109168 |
| DUNS NUMBER: | | Unknown |
| SID4GOV ID: | | Unknown |

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18/04/2023 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 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 o Joint Schedule 2 (Variation Form)
     + Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information)
     + Joint Schedule 10 (Rectification Plan) o Joint Schedule 11 (Processing Data)
   * Call-Off Schedules for SR1383040976 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:

HMRC Mandatory Clauses (Appendix 1)

|  |  |
| --- | --- |
| CALL-OFF START DATE: | 01/05/2023 |
| CALL-OFF EXPIRY DATE: | 30/04/2025 |
| CALL-OFF INITIAL PERIOD: | 24 months |

CALL-OFF OPTIONAL EXTENSION N/A

PERIOD

# CALL-OFF DELIVERABLES

Product:

JFrog Artifactory

XXXXXXXXXXXXXXXXXXXXxxx

XXXXXXXXXXXXXXXXXXXXXXxxx

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

JFrog Xray

XXXXXXXXXXXXXXXXXXXXXXXxxxxxx

XXXXXXXXXXXXXXXXXXXXXXXxxx

XXXXXXXXXXXXXXXXXXXxxx

JFrog Mission Control

Support Services

XXXXXXXXXXXXXXXXXXXXxx

Quantity: five licence keys

Delivery Date: 01/05/2023

**LOCATION FOR DELIVERY**

Various HMRC locations within the UK and/or remote delivery within UK

**DATES FOR DELIVERY OF THE DELIVERABLES**

Delivery Date: 01/05/2023

**TESTING OF DELIVERABLES**

N/A

**WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 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 £115,629.98

# CALL-OFF CHARGES

**Quote - XXXXXXXX**

*Page 1 of 1*

**Billing address**

**Shipping address**

XXXXXXXXXXXXXXXXXXXXXXXXXXX

**Qty Item number** **Description** **Unit price** **VAT Total price**

**(ex. VAT)** **rate** **(ex. VAT)**

1 XXXXXX 565751 JFROG ENTERPRISE X 5 LICENSES - 2

## XXXXXx YEAR PLAN (ESD) (NON-CANCELLABLE/ £115,629.98 20% £115,629.98

RETURNABLE) BY JFROG

END USER CONTACT DETAILS ARE REQUIRED. THIS IS A NON-RETURNABLE ITEM.

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

To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Buyer and shall:

1. Register for the electronic transaction system in accordance with the instructions of the Buyer;
2. allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system.

**BUYER’S INVOICE ADDRESS:**

Payments will be directed via HMRC XXXXXXXXXXXXXX

# BUYER’S AUTHORISED REPRESENTATIVE

XXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXxx

**BUYER’S ENVIRONMENTAL POLICY**

N/A

**BUYER’S SECURITY POLICY**

N/A

# SUPPLIER’S AUTHORISED REPRESENTATIVE

XXXXXXXXXXXXXxx

XXXXXXXXXXXXXXXx

XXXXXXXXXXXXXx

# SUPPLIER’S CONTRACT MANAGER

XXXXXXXXXXXXXXXXXXx

XXXXXXXXXXXXXXXXxx

XXXXXXXXXXXXXXXXXxx

**PROGRESS REPORT FREQUENCY**

N/A

**PROGRESS MEETING FREQUENCY**

N/A

**KEY STAFF**

N/A

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

N/A

**SERVICE CREDITS**

N/A

**ADDITIONAL INSURANCES**

N/A

**GUARANTEE**

N/A

# SOCIAL VALUE COMMITMENT

N/A

For and on behalf of the Supplier:

Signature: XXXXXXXXXXXX

Name: XXXXXXXXXXXXx

Role: XXXXXXXXXXXXXXXXXXXXX

Date: XXXXXXXXXXXXXXXxx

For and on behalf of Buyer:

Signature: XXXXXXXXXXXXXXXx

Name: XXXXXXXXXXXXXXx

Role: XXXXXXXXXXXXXXxx

Date: XXXXXXXXXXXXXXXXXXXXXXx