

## Order for Software, Goods and Maintenance

This Order for Software, Goods and Maintenance (“**Order**”) is made on January 21, 2025 (“**Order Effective Date**”), by and between Instem LSS Limited (“**Instem**”), with offices at: Diamond Way, Stone Business Park, Stone, Staffordshire, ST15 0SD, United Kingdom AND UK Health Security Agency (“**Client**”), with offices at: 61 Colindale Avenue, London, NW95HT. The parties agree as follows:

1. Instem grants Client a license to use the Software for the Term and up to the license capacity and associated Maintenance specified below, subject to the terms and conditions of the Agreement.

Software / Maintenance	Term	Total Fees
<b>Software:</b> <ul style="list-style-type: none"> <li>Sorcerer Colony Counter v3 Windows software, for instant image analysis and colony counting. Standard (non-GLP) login mechanism providing three user access levels. Compatible with Windows 7, 8 or 10 (32bit or 64bit versions).</li> </ul>	Perpetual	
<b>Software Maintenance &amp; Support for Software listed above:</b>	February 28, 2025, to February 27, 2026	

2. Instem shall provide the Goods, Services and associated Maintenance specified below, subject to the terms and conditions of the Agreement.

Goods / Maintenance	Quantity	Term	Total Fees
<b>Goods:</b> System hardware includes; Petri-viewer (viewing stand) incorporating monochrome USB3 camera providing high quality video imaging, fixed focus lens; lighting system for incident, transmitted and dark-field illumination. 2x plate holders allowing; plates up to 90mm diameter (and 6-well) with incident & transmitted illumination, plates 90mm in diameter (and 6-well) with dark-field illumination. 1x USB security key, USB3 cable, user manual and IQ document	1	N/A	Included in Software Pricing
<b>Services:</b> Remote consultation, installation, configuration and online training.	1	N/A	
Delivery	1	N/A	

### Payment Terms:

- Fees invoiced at Order signature
- Maintenance Fee invoiced at beginning of Term in advance on an annual basis

### Other Terms:

- Production Server:** Live system that end users operate to execute their job functions. Data added, modified, and/or deleted is directly applicable to the business.
- Development Server:** Development, Test or Training Systems. Data may be manipulated without impact to business.
- Validation Server:** Validation Systems. Data may be manipulated without impact to business.

- **Named User:** User actually registered as an 'in-use' user within the Production Server environment for the Software listed above at any given time.

Software modules listed in the table above are limited to one (1) Production, Development and Validation environment. Named Users may access each environment up the License Capacity specified in the table above.

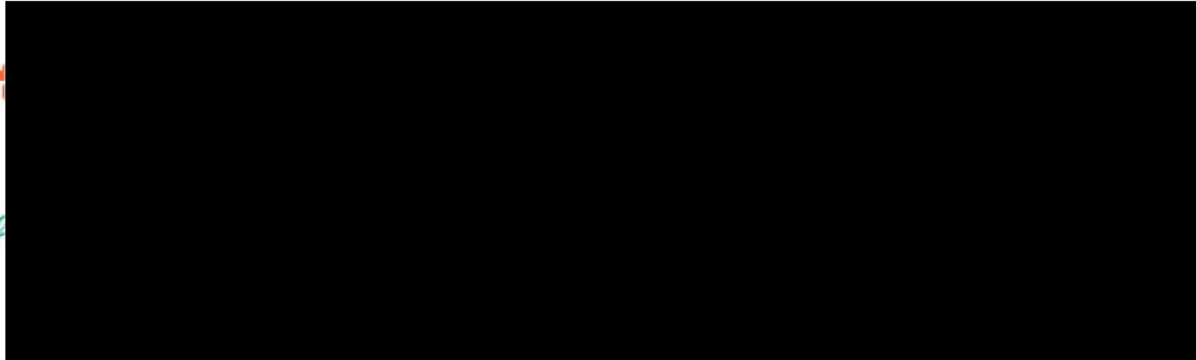
This Order is subject to the terms and conditions of the **Software License, Goods, Maintenance and Services Agreement**, available at

[https://cdn.mediavalet.com/eunl/instem/FtndjgJYUeJt3Yc29Bl\\_w/LTIDhmx5c0ajC0tvoxyJHg/Original/SLGMSAv12FINAL.pdf](https://cdn.mediavalet.com/eunl/instem/FtndjgJYUeJt3Yc29Bl_w/LTIDhmx5c0ajC0tvoxyJHg/Original/SLGMSAv12FINAL.pdf)

("Agreement"), which is hereby incorporated by reference and made a part of this Order.

**IN WITNESS WHEREOF**, the parties have executed this Order through their duly authorized representatives effective as of the Order Effective Date.

**Instem LSS Limited:**



✓ Agreement completed.

2025-01-30 - 9:51:52 PM GMT

**UK Health Security Agency:**

