Shared vision. **Better together.**

Order Form – Cloud Solutions, Lot 2

Framework agreement reference: SBS/18/NH/WAR/9333

Date of order	22ⁿᵈ December 2022	Order Number	To be quoted on all correspondence relating to this Order – Purchase Order number will follow in the new year

FROM

Customer	NHS Business Services Authority **"Customer"**
Customer's Address	Stella House, Goldcrest Way, Newburn, Newcastle NE15 8NY
Invoice Address	**nhsbsa.accountspayable@nhs.net**
Contact Ref:	**Name:** ███ **Address:** **Stella House, Goldcrest way, Newburn, Newcastle NE** **Phone:** ███ **e-mail:** ███

TO

Supplier	Softcat plc	**"Supplier"**
Supplier's Address	Fieldhouse Lane, Marlow, Bucks, SL7 1LW	
Account Manager	**Name:** ███ **Address:** **Fieldhouse Lane, Marlow, Bucks, SL7 1LW** **Phone:** ███ **e-mail:** ███	

GUARANTEE

| Guarantee to be provided	No

Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company	Not used	**"Guarantor"**
Parent Company address	[□]	
Account Manager	**Name:** [□] **Address:** [□] **Phone:** [□] **e-mail:** [□] **Fax:** [□]]	

1. TERM
(1.1) **Commencement Date**
27ᵗʰ December 2022

(1.2)   Expiry Date

The Contract shall expire on the date which is 24 Months after the Commencement Date, with an option to extend two further periods of 12 month each

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services
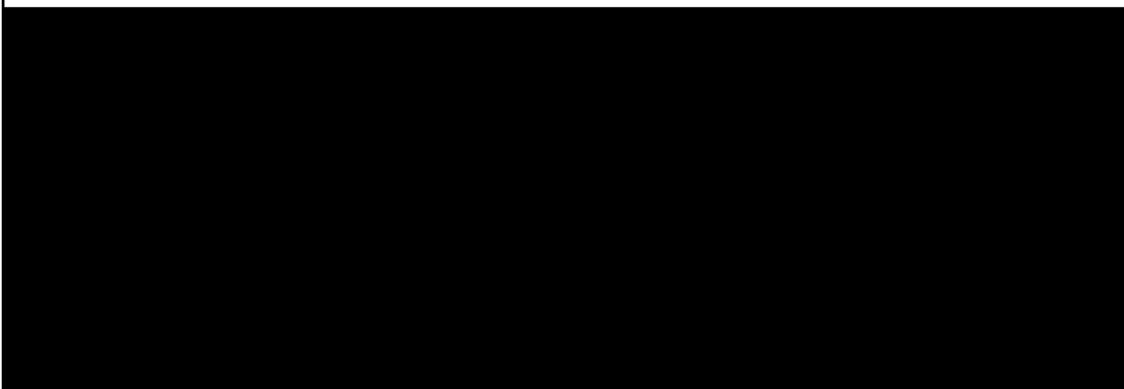
Minimum Order Value	£44,956.80

Optional Services

Collection	**and**	☐
recycling		
Paper catalogue		☐
Secure Collection		☐

(2.2) Premises

N/A

(2.3) Lease/ Licenses

N/A

(2.4) Standards

N/A

(2.5) Security Requirements

Security Policy

N/A

Additional Security Requirements

N/A

Processing personal data under or in connection with this contract

As Prime Contractor, Softcat shall not be processing any data as part of this Contract, and therefore cannot be considered to be the Data Processor. Any DPIA is agreed directly between the Customer, and the sub-contractor – Salesforce.

(2.6) Exit Plan (where required)

No

(2.7) Environmental Plan

No

3. SUPPLIER SOLUTION

(3.1) Supplier Solution

Each Heroku - 1 Dyno Unit (Per Month) subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., this limitation is not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitation. SFDC may review Customer's use of such subscriptions at
any time through the Services. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit (Per Month) needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above

Management of Consumption
Dyno units are a unit of consumption, and within the dashboard, which can be accessed by the designated Admin(s), the total available quota, as well as how much of that quota the apps are currently using is shown in dyno units.

(3.2) Account structure including Key Personnel

N/A

(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods

Softcat shall sub-contract 100% of the deliverables to Salesforce

(3.4) Outline Security Management Plan

As set out below:

N/A

(3.5) Relevant Convictions
None

(3.6) Implementation Plan
N/A

4. PERFORMANCE QUALITY

(4.1) Key Performance Indicators
N/A

(4.2) Service Levels and Service Credits

When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:

Service Level	Description	Service Credit Calculation	Critical Service Failure
Not used			

If the level of performance of the Supplier during the Contract Period:

(i)   fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or

(ii)   constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.

5. PRICE AND PAYMENT

(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))

Invoiced annually in advance - £22,478.40 per year

(5.2) Invoicing and Payment

The Supplier shall issue invoices annually in advance. The Customer shall pay the

Supplier within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

Usage of the Software subject to the terms of use:

https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/alliance-agreements-and-terms/Reseller-Pass-Through-Terms.pdf

In the event of (and only to the extent of) any conflict between the End-User Software License Agreement and any other Schedules of the Order Form and/ or Framework Agreement, the End-User Software License Agreement (EULA) shall take precedence only where the conflict relates to the software licenses and licensing and maintenance of the software.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and/or Services and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	