

# Cloud Solutions 2 Order Form (Service Level Agreement)

Framework Reference: SBS10256

Framework Start Date: 5<sup>th</sup> February 2024

Framework Max End Date: 4th February 2028

NHS SBS Contacts:  
[nsbs.digital@nhs.net](mailto:nsbs.digital@nhs.net)

### Service level agreement details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement and any agreed Supplementary Agreements.

Supplier Specific Reference: **SBS10256 under Lot 2**

Supplier Quote Reference: [REDACTED]

Period of the Service Level Agreement (SLA)	Deemed Effective Date	29th August 2025
	Expiry Date	21st August 2026
Completion Date <i>(if applicable)</i>	Date	N/A

This SLA allows for the trust to extend until the following date:

Extension expiry date	21st August 2027 (one 12 month extension)
-----------------------	---

*Note: Maximum recommended call-off duration 4 years*

Unless otherwise agreed in writing by both parties, this SLA will remain in force until the expiry date agreed above. An extension/renewal of this SLA is subject to written agreement of the parties.

**Supplier SLA Signature panel**

The "Supplier"	
Name of Supplier	Softcat Plc
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	Public Sector Paralegal
Address of Supplier	Softcat Plc (02174990), Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW
Signature of Authorised Signatory	[REDACTED]
[REDACTED]	[REDACTED]

Full Name: [REDACTED]

Job Title/Role: Paralegal

Date Signed: 29.08.2025

**Customer SLA Signature panel**

The "Customer"	
Name of Customer	UK Health Security Agency (UKHSA)
Name of Customer Authorised Signatory	[REDACTED]
Job Title of Customer Authorised Signatory	Commercial Lead
Address of Customer	10 South Colonnade, London, E14 4PU
Signature of Customer Authorised	[REDACTED]
[REDACTED]	[REDACTED]

Full Name: [REDACTED]

This service level agreement shall remain in force regardless of any change of organisational structure to the above-named authority and shall be applicable to any successor organisations as agreed by the parties.

Job Title/Role: Commercial Lead

Date Signed: 29/08/25

## Contents

1. Agreement Overview	6
2. Goals & Objectives	6
3. Contract Managers	6
4. Periodic Review	7
5. Service Requirements	7
a) Services Provided	7
b) Price/Rates	7
c) Total Value of Call-Off	7
d) Business Hours	8
e) Delivery Location / Geographical Requirements	8
f) Invoicing Methods	8
g) Reporting	8
h) Interoperability	9
i) Response Timescales	9
6. Supply Terms and Performance	9
a) Supplementary Conditions of Contract	9
b) Sub-contracting (if applicable)	10
c) Implementation and Exit Plan	10
d) Complaints/Escalation Procedure	10
e) Termination	11
f) Force Majeure	11
g) Insurance	11
h) Warranties	11
i) Intellectual Property Rights	12
j) Indemnity	12
k) Limitation of Liability	12
l) Buyers Responsibilities	13
m) Key Performance Measures	13
n) Audit Process	13
7. Other Requirements	14

a) Variation to Standard Specification

14

### 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *Softcat plc* and *UKHSA* for the provision of **Cloud Solutions**. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Cloud Solutions covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of services) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

By signing this SLA, the supplier confirms that they were successfully awarded onto this framework agreement for the relevant lot(s).

For the purposes of this framework agreement, any references to "Order Form" within the framework terms and conditions shall be interpreted as the "Service Level Agreement" or the "SLA".

### 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent **Cloud Solutions** to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the **Cloud Solutions** provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

### 3. Contract Managers

The primary Contract Managers from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service.

#### Primary Contact Details:

	Supplier	Customer
Name	[REDACTED]	[REDACTED]
Title	Sales Support	Commercial Manager
Email	[REDACTED]	[REDACTED]
Phone	[REDACTED]	[REDACTED]

**4. Periodic Review**

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

**5. Service Requirements**

**a) Services Provided**

Please detail the services that will be provided by the Supplier to the Customer

Adobe products and services. Further details are included in the quote in 5b) below.

**b) Price/Rates**

Quote Subject: Adobe renewal			
Quantity	Description	Unit Price	Total Price
371	Acrobat Pro for teams Subscription Renewal Monthly Level 4		
1	Adobe Stock Small		
14	Creative Cloud for Teams		
1	Dreamweaver for teams - Renewal		
13	Illustrator for teams		
7	InDesign for teams		
4	Photoshop for Teams Renew		
2	Adobe Premier Pro for teams		
<b>Please note:</b>		<b>Subtotal (GBP)</b>	<b>£89,032.88</b>
- Prices exclude VAT		Delivery	£0.00
- Quotes valid for calendar month unless otherwise stated, or exchange rate dependent		<b>Total (GBP)</b>	<b>£89,032.88</b>
- Errors and omissions excepted			

**c) Total Value of Call-Off**

Please note that this value is an estimate and therefore is no guarantee to the Supply of Volume

£89,032.88 exc. VAT

**d) Business Hours**

First point of contact for support is provided by Softcat via the account management team –

Softcat Business hours are from 9am to 5:00pm daily.

**e) Delivery Location / Geographical Requirements**

The services are to be provided remotely.

**f) Invoicing Methods**

Please detail the payment method and payment options here:

**Invoicing and Payment**

1. The Parties agree that once an order is accepted by the Supplier, it is non-cancellable unless otherwise agreed by the manufacturer, and all payments made in connection with such order are non-refundable.
2. The Supplier shall issue an electronic invoice in advance.
3. Payment profile: annually in advance, made via BACS.
4. Pricing for the extension is to be agreed in writing between the Parties.

All invoices should include the supplier specific reference (as stated on front page of this document)

**g) Reporting**

Not applicable to this contract.

**h) Interoperability**

Please list any Participating Authority equipment or solutions that will require interoperability:

Not applicable to this contract.

**i) Response Timescales**

Please list expected timescales for response/delivery of Services:

See the Adobe EULA in 6(a) below.

**6. Supply Terms and Performance**

**a) Supplementary Conditions of Contract**

To be applied at the Participating Authority’s discretion at Call Off. The terms of the NHS SBS **Cloud Solutions 2** Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail.

1. The Customer's usage and access to the Adobe products and services under this contract is subject to the relevant Adobe EULA ("EULA") found at <https://www.adobe.com/uk/legal/licenses-terms.html#software>. The EULA is included as the license terms by which the use of the Adobe software and services is governed. The Customer acknowledges that their acceptance of the terms of the EULA is a condition of the sale of the Adobe software and services by the Supplier.

**b) Sub-contracting (if applicable)**

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for ensuring standards are maintained in line with the framework and this SLA.

Not applicable to this Call-off Contract.

**c) Implementation and Exit Plan**

- To be agreed between the Parties post contract signature.

**d) Complaints/Escalation Procedure**

The standard procedure is detailed below.

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for either, parties should refer to the Clause 22 Dispute Resolution of the Framework Call Off Terms & Conditions.

**e) Termination**

The standard procedure is detailed below.

Persistent failure by the Supplier to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service.

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue.

**f) Force Majeure**

- This Call-Off Contract is bound by Force Majeure events and may be terminated where a Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.

**g) Insurance**

The insurance policy for the contract required is detailed below.

- Employers' liability is set at £5m.
  - Professional indemnity insurance is set at £1m.

**h) Warranties**

Please detail any additions or exclusions to the Warranties set out in the Call Off Terms and Conditions here:

Not applicable to this Call-off Contract.

**i) Intellectual Property Rights**

Please detail here where different to IPR outlined within the Call Off Terms and Conditions.

Not applicable to this Call-off Contract.

-

**j) Indemnity**

Please detail any amendments or conditions to be applied to Indemnities outlined in the Call Off Terms and Conditions here.

The Indemnities provided under this contract shall be subject to the limits in 6(k) below.

**k) Limitation of Liability**

Parties should consider the most appropriate cover for potential loss and contract breach and detail any amendments to the total liability of each Party here, where different to those outlined within Clause 13 of the Call Off Terms and Conditions.

- Where the total Contract Price paid or payable by the Authority to the Supplier over the Term is less than or equal to one million pounds (£1,000,000), the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of £100,000 or 125% of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

**l) Buyers Responsibilities**

Please list the areas that the buyer is responsible for.

Compliance with the relevant Adobe terms in paragraph 6(a) of this Call-off Contract.

.

**m) Key Performance Measures**

Any changes to requirements outlined in the Framework Agreement Specification (e.g. changes to information requested, changes to frequency of MI reporting, changes to metrics) should be detailed here.

Not applicable to this Call-off Contract.

**n) Audit Process**

Please detail any Customer audit requirements

- Customer does not wish to conduct an onsite audit.

**7. Other Requirements**

Please include any additional requirements that are not outlined above.

Not applicable to this Call-off Contract.

**a) Variation to Standard Specification**

Please list any agreed variations to the specification of requirements.

Any variations to this Call-off Contract must be agreed in writing between the Parties.

**b) Call-Off Agreement Specific Amendments**

Please list any other agreed requirements not already outlined above.

Not applicable to this Call-off Contract.