

# Cloud Solutions 2 Order Form (Service Level Agreement)

**Framework Reference:** SBS10256

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

**Framework Max End Date:** 4<sup>th</sup> February 2028

**NHS SBS Contacts:**



## 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: **N/A**

Customer Reference Number: **C404560**

Period of the Service Level Agreement (SLA)	Deemed Effective Date	30 <sup>th</sup> December 2025
	Expiry Date	29 <sup>th</sup> December 2029
Completion Date <i>(if applicable)</i>	Date	N/A

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

Extension expiry date	N/A
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*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	[REDACTED]
Address of Supplier	Softcat Plc (02174990), Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW

Signature of Supplier Authorised Signatory:

Signed by:

[REDACTED]

Date Signed: 23/12/2025

**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	[REDACTED]
Address of Customer	10 South Colonnade, London, E14 4PU

Signature of Customer Authorised Signatory:

Signed by:

[REDACTED SIGNATURE]

Date Signed: 23/12/2025

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 both parties.

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### 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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	[REDACTED]	[REDACTED]
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

Service / Product	Number of Licences / Users / Quantity	Effective Date	Expiry Date
Health Roster Optim a	200 Non-Medical Rostered Staff/Clinicians	30/12/2025	29/12/2029
Allocate Data hub	600 users	30/12/2025	29/12/2029

**b) Price/Rates**

Service / Product	Year 1 (£)	Year 2 (£)	Year 3 (£)	Year 4 (£)	Total Charges (£)
	30/12/2025	30/12/2026	30/12/2027	30/12/2028	
Health Roster Optim a	██████	██████	██████	██████	██████
Allocate Data hub	██████	██████	██████	██████	██████
<b>Total Charges (£)</b>	██████	██████	██████	██████	<b>175,863</b>

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

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

£175,863 exc. VAT

**d) Business Hours**

Set out in Part C of Allocate Standard Terms in 6a).

**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.
  - Payment profile: annually in advance, made via BACS.

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

**g) Reporting**

The Customer may request the Supplier to provide performance monitoring reports and action reports. Subject to written agreement on the type and frequency of reporting, the Supplier may provide the following reports:

- 1.1 Occurrence of Faults and/or Service Availability issues
- 1.2 Provision of Workarounds for Faults and their applicable severity levels.
- 1.3 Scheduled Maintenance activities
- 1.4 Service Level Agreement Reporting

The parties shall also agree to attend performance reviews on a periodic basis or ad-hoc depending on circumstances. These reviews may be conducted by telephone conference.

**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:

Operational support response and workaround target service levels are set out in Part C of Allocate Standard Terms in 6a).

**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.

**Allocate Standard Terms**



2023 07 01 Allocate Standard Terms.pdf

**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.

The Supplier shall subcontract 100% of the provision of the Services to Allocate Software Limited and the Customer consents to such subcontracting.

The Customer further consents to Allocate Software Limited using the sub-processors (for the provision of the Services under this Contract) as follows:

Sub-Processor	Location	Purpose
Amazon Web Services	United Kingdom	Cloud Hosting & Infrastructure
Microsoft Azure	United Kingdom	Cloud Hosting
Redcentric Solutions Limited	United Kingdom	Cloud Hosting
Rackspace Technology Inc	United Kingdom	Cloud Hosting
Allocate Software DOOEL Skopje	North Macedonia	Support
Bit By Bit Computer Service PVT Ltd	India	R&D (in relation to BankStaff and StaffBank services only)
Pendo.io, Inc.	Germany, Belgium, Finland and Netherlands	Service Development
Snowflake Inc.	Ireland	Infrastructure

**c) Implementation and Exit Plan**

- Not applicable to this contract.

**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.

The Supplier will, within 90 days after the Contract Termination Date, re-credit the Customer the charges already paid in advance by the Customer under this SLA for any services which would have been provided by the Supplier post the Contract Termination Date had this SLA not been terminated.

Calculation

(Charges for relevant Contract Year/365) x number of days post Contract Termination Date to last day of relevant Contract Year)

**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.

The Supplier maintain the following insurances:

- Employer’s liability is set at £25,000,000
- Professional indemnity insurance is set at £20,000,000
- Public/Products Liability is set at £20,000,000

- Cyber Insurance is set at £5,000,000
- Erection “All Risks” is set at £5,000,000

**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.

The following clause will apply in place of clause 20.4 of Schedule 2 of the Call-Off Terms and Conditions.

As the Customer will receive the benefit of the Supplier’s standard SaaS solution(s) it provides to multiple customers, the Supplier grants a licence on the following basis:

- (a) Subject to the restrictions set out in this clause, the Supplier hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to use the Services for the Term solely for the Customer’s internal business purposes.
- (b) The Customer must not attempt to copy, modify, enhance, duplicate, adapt, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means.
- (c) The Customer acknowledges that the Supplier and/or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated in this clause, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licence in respect of the Services.

**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.

The Buyer responsibilities include providing users with a stable internet connection and such equipment necessary to access the Services.  
The Buyer will, in agreement with the Supplier, allow training of Buyer staff at the level required to use the Services.  
The Buyer will allow the Supplier to implement and deploy the Services so that it can be used in accordance with the Buyer's needs.  
The Buyer will allow the Supplier to implement and deploy upgrades/ bug fixes/ maintenance releases in accordance with agreed process.

### **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.

The Key Performance Indicators in respect of the Services are set out in Part C of Allocate Standard Terms.

### **n) Audit Process**

Please detail any Customer audit requirements

As set out in this SLA.

## **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.