

## Order Form

Framework agreement reference: **SBS/19/AB/WAB/9411**

Date of order	22/12/2022	Order Number	22_09_14
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### FROM

Customer	NHS Business Services Authority	"Customer"
Customer's Address	Stella House, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne, NE15 8NY	
Invoice Address	nhsbsa.accountspayable@nhs.net	
Contact Ref:	<b>Name:</b> Christopher Lockie <b>Address:</b> Stella House, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne, NE15 8NY <b>e-mail:</b> [REDACTED]	

### TO

Supplier	Softcat Plc	"Supplier"
Supplier's Address	Softcat Plc , Field House lane , SL7 1LW	
Account Manager	<b>Name:</b> Gus Bowles <b>Address:</b> Softcat Plc , Field House lane , SL7 1LW <b>Phone:</b> <b>e-mail:</b> [REDACTED]	


### GUARANTEE

Guarantee to be provided	Yes / No
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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	N/A	"Guarantor"
Parent Company address	N/A	
Account Manager	N/A	

<b>1. TERM</b>	
(1.1) Commencement Date	
01 December 2022	
(1.2) Expiry Date	
The Contract shall expire on the date which is 36 Months after the Commencement Date	

<b>2. GOODS AND SERVICES REQUIREMENTS</b>
<b>(2.1) Goods and/or Services</b>
<p><b>Goods</b> – Sauce Labs account with unlimited user access</p> <p>Virtual Concurrent Session EU-DE Access to a specified concurrent number of supported browser/operating system combinations or a supported emulated/ simulated mobile device, in a virtual machine made available in the cloud to execute live or automated tests using supported frameworks.</p> <p>Private Device Access to a supported dedicated real mobile device procured to customer specifications and made available in the cloud to execute live or automated tests using supported frameworks.</p> <p>Device Concurrent Session Access to a supported shared real mobile device made available in the cloud to execute live or automated tests using supported frameworks. The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.</p> <p>Product to meet requirements as shown in the Technical Response below:</p> <div style="text-align: center;">         Softcat Technical Response.xlsx     </div>
<div style="text-align: right;"> <b>Minimum Order Value</b>    <b>£110,798.09</b> </div>
<b>(2.2) Premises</b>
N/A
<b>(2.3) Lease/ Licenses</b>
N/A
<b>(2.4) Standards</b>
ISO 27001 certification
<b>(2.5) Security Requirements</b>
<p><b>Security Policy</b></p> <p>In line with ISO 27001 accreditation</p>
<p><b>Processing personal data under or in connection with this contract</b></p> <p>No</p>

<b>(2.6) Exit Plan (where required)</b>
NO
<b>(2.7) Environmental Plan</b>
NO

<b>3. SUPPLIER SOLUTION</b>
<b>(3.1) Supplier Solution</b>
As stated in 2.1
<b>(3.2) Account structure including Key Personnel</b>
Key Personnel:
Gus Bowles - [REDACTED]
Howard Paine - [REDACTED]
<b>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</b>
Saucelabs Ltd
<b>(3.4) Outline Security Management Plan</b>
N/A
<b>(3.5) Relevant Convictions</b>
N/A
<b>(3.6) Implementation Plan</b>
N/A

<b>4. PERFORMANCE QUALITY</b>
<b>(4.1) Key Performance Indicators</b>
N/A
<b>(4.2) Service Levels and Service Credits</b>
When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:

Service Levels		
Service Level Performance Criterion	Service Level Performance Measure (as per the Specification)	Target
Platform and Device testing coverage	Platforms and devices tested must cover those stated on the specification and service updated with new releases within a reasonable timeframe.	100% at all times. If target falls below 98%, rectification plan as per Joint Schedule 10 to be completed.  If below 98% for 2 consecutive months, this would be considered a Service Failure.
Connection Accuracy	Connections to be error free from service	Minimum 98% every month
Availability	Service to be available for use 24 hours a day, 365 days a year	100% every month

Support	Support to be available during office hours (8am – 5pm)	100% every month
Errors	Dashboard and features to be error free with minimal loss in vital screenshots or video capturing features	100% every month
Unplanned Outages	Outages to be communicated to the Buyer within 24 hours.	100% every month
Planned Outages	Notification to be provided 5 working days in advance	100% every month
Whole System Crash	Resolution within 2-3 hours and a replacement service to be available within 24 hours	100% every month
<p>If the level of performance of the Supplier during the Contract Period:</p> <p>(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</p> <p>(ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.</p>		

**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))**

Payment by BACS annual in advance for each 12 month period.

Contract value for 3 year term - £110,798.09 ex VAT

Year 1 [REDACTED]

Year 2 £ [REDACTED]

Year 3 £ [REDACTED]

**(5.2) Invoicing and Payment**

**The Supplier shall issue invoices annually. 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**

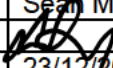
During the term of the contract, the Supplier's subcontractor to work towards UK Law on Accessibility compliance to WCAG 2.1 'AA' standard.

**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	Gus Bowles, Account Manager
Signature	Gus Bowles
Date	22/12/2022

**For and on behalf of the Customer:**

Name and Title	Sean Murphy, Head of Commercial Services
Signature	
Date	23/12/2022