



## Service Order

This service order (the “**Service Order**”) is entered into by and between Algolia SAS (the “**Supplier**”) and NHS England (the “**Buyer**”). The Buyer and the Supplier may be referred to individually as “**Party**” and collectively as “**Parties**”.

### WHEREAS:

- (1) The Parties entered into a G-Cloud 12 Call-Off Contract on 16 December 2020, which had an initial 24-month term and was subsequently renewed for two 12-month renewals.
- (2) The Parties acknowledge that pursuant to the G-Cloud 12 framework, the term of the Call-Off Contract may not be extended beyond 48 months.
- (3) The Buyer intends to procure the Services initially purchased under the Call-Off Contract for an additional term of eight (8) months.
- (4) The Parties now wish to enter into a new services agreement for termination assistance, that incorporates by reference certain terms of the Call-Off Contract as further detailed in this Service Order.

NOW, THEREFORE, on the basis of good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The Buyer hereby purchases the Services listed below under the terms and conditions set out in Schedule 3 of this Service Order for the term set out below (the “**Term**”):

<b>Start date</b>	1 <sup>st</sup> January 2025
<b>Expiry date</b>	31 <sup>st</sup> August 2025

2. The charges for the Term are [REDACTED] as per the quote outlined in Schedule 2, below (the “**Charges**”). All figures quoted are exclusive of VAT.
3. As per G-Cloud guidance, extensions which extend the Term beyond 36 months, the Supplier will, in addition to the Call-Off terms Services, and upon the Buyer’s request, provide reasonable assistance to the Buyer in:
  - a. Defining milestones and deadlines for phasing out Services as jointly agreed by the Parties;

- b. Arranging training or knowledge transfer sessions on Supplier's Services as reasonably required by the Buyer; and
- c. Conduct side-by-side (A/B) testing of the current Algolia Services and potential new search service provider to support Buyer's decision, as directed by the Buyer.

4. The Buyer's invoicing details are as follows:

<b>Payment method</b>	The payment method for this Call-Off Contract is <b>BACS transfer</b>
<b>Payment profile</b>	The payment profile for this Call-Off Contract is <b>Annually in Advance.</b>
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices as per the Payment profile above. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice which includes a valid Purchase Order Number.</p> <p>All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Buyer shall, following the Receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.</p>
<b>Who and where to send invoices to</b>	<p>Invoices should clearly quote the purchase order number, be addressed to NHS England, T56 Payable A125, PO Box 312, Leeds LS11 1HP and be sent as a PDF attachment by email to the following email address; <a href="mailto:sbs.apinvoicing@nhs.net">sbs.apinvoicing@nhs.net</a> (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.</p> <p>Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at <a href="mailto:financialaccounts@nhs.net">financialaccounts@nhs.net</a></p>

Schedule 1: Services

Quantity	Service Description	Term (months)	Start Date	End Date
1,704,000 Units per each 12-months contract year, consisting of 1,704,000,000 cumulative search requests and a maximum of 142,000,000 records*	Premium Plan	8	January 1 2025	August 31 2025
1	Enterprise Foundation	8	January 1 2025	August 31 2025
1	Single Tenancy + Vault	8	January 1 2025	August 31 2025
1	Extended Retention of Analytics	8	January 1 2025	August 31 2025
1	Self-Service Crawler	8	January 1 2025	August 31 2025

Schedule 2: Call-Off Contract charges

Subscribed Services:

Quantity	Service Description	Term (months)	Start Date	End Date	Committed Amount
[REDACTED]					



|

### **Schedule 3: Terms and Conditions**

1. The Parties agree to incorporate the terms and conditions of the Call-Off Contract into this Service Order, subject to the amendments set out in this Schedule 3 (the “**Terms and Conditions**”). In the event of a conflict between the Terms and Conditions and the Service Order (excluding the Terms and Conditions), the Service Order (excluding the Terms and Conditions) shall prevail.
2. The terms and conditions of the Call-Off Contract are hereby amended as follows:
  - a. All references to “Call-Off Contract” are deemed references to this Service Order, including the Terms and Conditions.
  - b. All reference to “G-Cloud Services” are deemed references to the Services set out in this Service Order.
  - c. Part A of the Call-Off Contract is hereby deleted, save for the following sections.
    - i. The “Service level agreement”, “Limit on Parties’ liability”, and “Insurance” of the “Buyer contractual details”.
    - ii. The “Additional Buyer terms”.
  - d. Part B of the Call-Off Contract is amended as follows:
    - i. Section 1 of Part B: Terms and Conditions of the Call-Off terms shall be deleted in its entirety.
    - ii. Section 18.1, 21 and 22 shall be deleted in their entirety. All subsequent section references and cross-references shall be renumbered accordingly.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum by their respective duly authorised representatives to be effective as of the latest date below:

**Signatures:**

**Algolia Limited** - 1<sup>st</sup> Floor West Davidson House, Forbury Square, Reading, Berkshire, RG1 3EU  
(Company number: 11124395)

For and on behalf of the Supplier (Algolia Limited)

[REDACTED]

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: December 17, 2024

**NHS England** - 7 & 8 Wellington Place Leeds, West Yorkshire Leeds LS1 4AP

For and on behalf of the Buyer (NHS England)

[REDACTED]

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 18 December 2024