

## **Order Form**

# Framework agreement reference:

Date of order	25/10/2023	Order Number	

#### FROM

Customer	UK Health Security Agency (UKHSA)	"Customer"
Customer's Address	UK Health Security Agency	20
Invoice Address	Accounts Payable, UKHSA	
Contact Ref:	Name: Address: e-mail:	

#### TO

Supplier	Softcat Plc	"Supplier"
Supplier's Address		
Account Manager	Name: Address: 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:

#### 1. TERM

(1.1) Commencement Date

31/10/2023

(1.2) Expiry Date

The Contract shall expire on the dates outlined in (3.1) Supplier Solution.

### (1.3) Extension Period

The Parties agree that the Contract Expiry Date may be extended, subject to agreement, any additional pricing and in accordance with the Variation Procedure.



2. GOODS AND SERVICES REQUIREMENTS					
(2.1) Goods and/or Services					
Goods -					
The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.					
Service Profile -					
Minimum Order Value £1,284,442.17					
Optional Services					
Collection and recycling					
Paper catalogue					
Secure Collection					
· · · · · · · · · · · · · · · · · · ·					
(2.2) Premises					
N/A					
(2.3) Lease/ Licenses					
N/A					
(2.4) Standards					
As per Subcontractor's Proposal/Statement of Work and End User Licence Agreement  (2.5) Security Requirements					
(2.5) Security Requirements					
Security Policy					
N/A					
Additional Security Requirements					
N/A					
Processing personal data under or in connection with this contract					
NO					
(2.6) Exit Plan (where required)					
NO					
(2.7) Environmental Plan					
NO					



## 3. SUPPLIER SOLUTION

## (3.1) Supplier Solution

antity	Description		
	Bring your own key		
1	Unlimited for Salesforce – Retention – 10 Years License Type – Standard qty 1250		
1	HF 5 Objects Every 1hr - License Type - Standard QTY 1250		
1	Bring Your Own Key - BYOK on old Dept Health only service License Type - Standard qty 300		
1	Customer Success Premier Package- License Type - Standard		
	SELECT it		
1	SELECTit Extended Yearly Subscription		
	MuleSoft		
1	MuleSoft - Anypoint Platform Base Subscription -		
	Titanium		
	Order Dates: 01/11/2023-31/10/2024		
1	MuleSoft - Object Store (100M) - Titanium		
	Edition		
	Order Dates: 01/11/2023-31/10/2024		
1	MuleSoft – Anypoint MQ API Requests (500M) –		
	Titanium		
	Order Dates: 01/11/2023-31/10/2024		
2	MuleSoft – Included vCore (No Flex) –		
	Production		
	Order Dates: 01/11/2023-31/10/2024		
4	MuleSoft – Included vCore (No Flex) – Pre–		
	Production		
21	Order Dates: 01/11/2023-31/10/2024		
4	MuleSoft - Additional vCore Production - Titanium		
	Edition		
_	Order Dates: 01/11/2023-31/10/2024		
6	MuleSoft - Additional vCore Pre-Production -		
	Titanium		
10	Order Dates: 01/11/2023-31/10/2024		
10	MuleSoft – Anypoint API Manager Production –		
	Titanium		
12	Order Dates: 01/11/2023-31/10/2024		
12	MuleSoft - Anypoint VPC/VPN - Titanium Edition		
	Order Dates: 01/11/2023-31/10/2024		
17	MuleSoft – Load Balancer – Titanium		
17	Fdition		
	Order Dates: 01/11/2023-31/10/2024		
50	MuleSoft – Anypoint API Manager Pre–Production –		
30	Titanium		
	Order Dates: 01/11/2023–31/10/2024		
100	MuleSoft - Additional Static		
100	IP		
	Order Dates: 01/11/2023-31/10/2024		
	Service Cloud & Customer Community		
1	Salesforce Data		
	Mask		
	Order Start-End: 31/10/2023-30/10/2024		
20	Salesforce Service Cloud – Unlimited		
20	Edition		



20000	Order Start-End: 31/10/2023-30/10/2024
20000	Customer Community – Unlimited Edition – Logins (Per
	Order Start-End: 31/10/2023-30/10/2024
	MuleSoft & Salesforce Shield
1	Salesforce
	Shield
	Order Start-End: 01/11/2023-31/10/2024
1	Salesforce Data
	Mask
	Order Start-End: 01/11/2023-31/10/2024
1	Public Sector Foundation – Advanced –
	Unlimited
1	Order Start-End: 01/11/2023-31/10/2024  Data Storage
•	(10GB)
	Order Start-End: 01/11/2023-31/10/2024
1	Signature
U/100	Success
	Order Start-End: 01/11/2023-31/10/2024
60	Health Cloud – Service – Unlimited Edition
	(Restricted
	Order Start-End: 01/11/2023-31/10/2024
60	Sales Enablement – Unlimited Edition (Restricted
	Use) Order Start-End: 01/11/2023-31/10/2024
	Service Cloud - Unlimited Edition
1	Salesforce
***	Shield
	Order Start-End: 02/11/2023-01/11/2024
1	Salesforce Data
	Mask
	Order Start-End: 02/11/2023-01/11/2024
1	Signature
	Success Order Start, End: 02 (11 / 2022, 01 / 11 / 2024)
5	Order Start-End: 02/11/2023-01/11/2024  B2B Commerce Orders - Starter (Restricted Use)
J	- Starter (Restricted Use)
	Order Start-End: 02/11/2023-01/11/2024
180	Service Cloud – Unlimited Edition (Restricted
	Use)
	Order Start-End: 02/11/2023-01/11/2024
	Health Cloud & Sales Enablement – Unlimited Edition
1	Salesforce
	Shield
1	Contract Start & End: 01/11/2023-31/10/2024
1	Salesforce Data Mask
	Contract Start & End: 01/11/2023-31/10/2024
25	Sales Enablement – Unlimited Edition (Restricted
23	Use)
	Contract Start & End: 01/11/2023-31/10/2024
25	Health Cloud – Service – Unlimited Edition
	(Restricted
	Contract Start & End: 01/11/2023-31/10/2024



	Health Cloud, Customer Community & Sales Enablement Unlimited Edition	
1	Salesforce	
	Shield	
	Contract Dates: 02/11/2023 - 01/11/2024	
1	Salesforce Data	
	Mask	
	Contract Dates: 02/11/2023 - 01/11/2024	
17	Health Cloud - Unlimited Edition (Restricted	
	Use)	
	Contract Dates: 02/11/2023 - 01/11/2024	
17	Sales Enablement – Unlimited Edition (Restricted	
	Use)	
	Contract Dates: 02/11/2023 - 01/11/2024	
378	Customer Community – UE – Logins (Per Month)	
	(Restricted	
	Contract Dates: 02/11/2023 - 01/11/2024	

## (3.2) Account structure including Key Personnel

NI/A

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

Salesforce MuleSoft Own backup SelectIT

Everyone's Platform Ltd

## (3.4) Outline Security Management Plan

N/A

## (3.5) Relevant Convictions

N/A

## (3.6) Implementation Plan

N/A

### 4. PERFORMANCE QUALITY

### (4.1) Key Performance Indicators

As per Subcontractor's Proposal/Statement of Work and End User Licence Agreement

## (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:

N/A

### 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)).

## **Pricing Schedule**



## **Quote Subject: SalesForce**

Quantity	Description	Unit Price	Total Price
	Bring your own key		
1	Unlimited for Salesforce - Retention - 10 Years License Type - Standard qty 1250		
1	HF 5 Objects Every 1hr - License Type - Standard QTY 1250		
1	Bring Your Own Key - BYOK on old Dept Health only service License Type - Standard qty 300		
1	Customer Success Premier Package– License Type – Standard		
	SELECT it		
1	SELECTit Extended Yearly Subscription		
	MuleSoft		
ī	MuleSoft – Anypoint Platform Base Subscription – Titanium		
	Order Dates: 01/11/2023-31/10/2024		
1	MuleSoft - Object Store (100M) - Titanium Edition		
	Order Dates: 01/11/2023-31/10/2024		
1	MuleSoft – Anypoint MQ API Requests (500M) – Titanium		
	Order Dates: 01/11/2023-31/10/2024		
2	MuleSoft – Included vCore (No Flex) – Production		
	Order Dates: 01/11/2023-31/10/2024		
4	MuleSoft – Included vCore (No Flex) – Pre–		
	Production		
	Order Dates: 01/11/2023-31/10/2024		
4	MuleSoft – Additional vCore Production – Titanium Edition		
	Order Dates: 01/11/2023-31/10/2024		
6	MuleSoft – Additional vCore Pre–Production –		
•	Titanium		
	Order Dates: 01/11/2023-31/10/2024		
10	MuleSoft - Anypoint API Manager Production -		
	Titanium		



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		Order Dates: 01/11/2023-31/10/2024	
	12	MuleSoft – Anypoint VPC/VPN – Titanium	
		Edition	
		Order Dates: 01/11/2023-31/10/2024	
	17	MuleSoft – Load Balancer – Titanium	
		Edition	
		Order Dates: 01/11/2023-31/10/2024	
	50	MuleSoft – Anypoint API Manager Pre–Production –	
		Titanium	
	100	Order Dates: 01/11/2023–31/10/2024 MuleSoft – Additional Static	
	100	IP	
		Order Dates: 01/11/2023-31/10/2024	
	343	Service Cloud & Customer Community	
	1	Salesforce Data Mask	
		Order Start-End: 31/10/2023-30/10/2024	
	20	Salesforce Service Cloud – Unlimited	
	20	Edition	
		Order Start-End: 31/10/2023-30/10/2024	
	20000	Customer Community – Unlimited Edition – Logins	
		(Per	
		Order Start-End: 31/10/2023-30/10/2024	
		MuleSoft & Salesforce Shield	
	1	Salesforce	
		Shield	
		Order Start-End: 01/11/2023-31/10/2024	
	1	Salesforce Data	
		Mask	
		Order Start-End: 01/11/2023-31/10/2024	
	1	Public Sector Foundation – Advanced –	
		Unlimited	
		Order Start-End: 01/11/2023-31/10/2024	
	1	Data Storage	
		(10GB)	
	1	Order Start-End: 01/11/2023-31/10/2024	
	T.	Signature Success	
		Order Start-End: 01/11/2023-31/10/2024	
	60	Health Cloud - Service - Unlimited Edition	
		(Restricted	
		Order Start-End: 01/11/2023-31/10/2024	
	60	Sales Enablement – Unlimited Edition (Restricted	
		Use)	
		Order Start-End: 01/11/2023-31/10/2024	
		Service Cloud – Unlimited Edition	
	1	Salesforce	
		Shield	
		Order Start-End: 02/11/2023-01/11/2024	
	1	Salesforce Data	
П		Mask	



	Order Start-End: 02/11/2023-01/11/2024	1_	2
1	Signature		
	Success		
	Order Start-End: 02/11/2023-01/11/2024		
5	B2B Commerce Orders – Starter (Restricted Use)		
	E 0		
	Order Start-End: 02/11/2023-01/11/2024		
180	Service Cloud – Unlimited Edition (Restricted		
	Use)		
	Order Start-End: 02/11/2023-01/11/2024		
	Health Cloud & Sales Enablement – Unlimited Edition		
1	Salesforce		
	Shield Contract Start & End: 01/11/2023-31/10/2024		
1	Salesforce Data		
•	Mask		
	Contract Start & End: 01/11/2023-31/10/2024		
25	Sales Enablement – Unlimited Edition (Restricted		
	Use)		
	Contract Start & End: 01/11/2023-31/10/2024		
25	Health Cloud - Service - Unlimited Edition		
	(Restricted		
	Contract Start & End: 01/11/2023-31/10/2024		
	Health Cloud, Customer Community & Sales Enablement Unlimited Edition		
1	Salesforce		
	Shield		
0.00	Contract Dates: 02/11/2023 - 01/11/2024		
1	Salesforce Data Mask		
	Contract Dates: 02/11/2023 - 01/11/2024		
17	Health Cloud – Unlimited Edition (Restricted		
1.5	Use)		
	Contract Dates: 02/11/2023 - 01/11/2024		
17	Sales Enablement – Unlimited Edition (Restricted		
	Use)		
	Contract Dates: 02/11/2023 - 01/11/2024		
378	Customer Community – UE – Logins (Per Month)		
	(Restricted		
- Company of the Company of the Company	Contract Dates: 02/11/2023 - 01/11/2024	5 1 L (ODD)	
Please note:	L VAT	Subtotal (GBP)	£1,284,442.17
- Prices exclud	de VAT	Delivery	£0.00
- Quotes valid	for calendar month unless otherwise stated, or exchange rate	Total (GBP)	£1,284,442.17
dependent			
Sel Fameur commit	missions avended		
- Errors and o	missions excepted		
Terms &			
Conditions			



- This quote is being placed via Framework 'NHS SBS Digital Workplace Solutions' therefore the relevant T&C's apply

### (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 that contains a valid UKHSA purchase order number, 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

The Parties agree that this contract is subject to the following third-party terms:

### Salesforce Quote Special Terms

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 03255624, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s).03255624, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

## Services

Services	SKU#	Order Start Date*	Order End Date*	Order Term (months)*
Service Cloud - Unlimited Edition (Restricted Use)		02/11/2023	01/11/2024	12
Salesforce Shield		02/11/2023	01/11/2024	12
Salesforce Data Mask		02/11/2023	01/11/2024	12
Signature Success		02/11/2023	01/11/2024	12
B2B Commerce Orders - Starter (Restricted Use) - LP		02/11/2023	01/11/2024	

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Service Cloud Unlimited Edition Restricted Uses subscriptions ordered hereunder at pricing of are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall subscriptions ordered hereunder at pricing of are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) only include the following functionality(ies) (by tab, as applicable): Knowledge, Leads, Cases, Accounts, Activities, Tasks, Assets, Calendar, Events, Campaigns, Contacts, Content, Documents, Employee Work Orders; (2) include no more than thirty (30) Custom Objects; (3) only be used for the



following purpose(s) or use case(s): to manage Case Contact Services in relation to Covid-19 and other infectious disease cases. Case Contact Services is defined as: Tasks related to Contacting citizens in order to support the containment and management of the response to an Infectious Disease. Infectious diseases shall be defined by the reference to the definitions as published by the NHS and WHO in the following links (as updated from time to time by the NHS and WHO) a. https://www.england.nhs.uk/commissioning/spec-services/npc-crg/blood-and-infection-group-f/f04/b. https://www.who.int/topics/infectious\_diseases/en/; and (4) be used only by the following type(s) of Users: employees, contractors or other agents of the customer and other public servants participating in infectious disease contact tracing and outbreak management. These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the abovenamed product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. Service Cloud Unlimited Edition Restricted Use subscriptions ordered hereunder at pricing of Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall ordered hereunder at pricing of are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) only include the following functionality(ies) (by tab, as applicable): Knowledge, Leads, Cases, Accounts, Activities, Tasks, Assets, Calendar, Events, Campaigns, Contacts, Content, Documents, Employee Work Orders; (2) include no more than thirty (30) Custom Objects; (3) only be used for the following purpose(s) or use case(s): to manage Case Contact Services in relation to Covid-19 and other infectious disease cases. Case Contact Services is defined as: Tasks related to Contacting citizens in order to support the containment and management of the response to an Infectious Disease. Infectious diseases shall be defined by the reference to the definitions as published by the NHS and WHO in the following links (as updated from time to time by the NHS and WHO) a. https://www.england.nhs.uk/commissioning/spec-services/npccrg/blood-and-infection-group-f/f04/ These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the



remainder of the then current subscription term. The Signature Success ("Signature Success") subscription purchased under this Order Form shall be provisioned to the following Org ID(s) only: 00D3z0000034cxH. "Org" is defined as a unique instance of the applicable Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access). "Org" may also refer to "Tenant" or "Realm". Signature Success is a support offering that is custom priced per Org. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org. This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) Q-07631564. 4 / 6 Unless otherwise set forth herein, references in this Order Form to "Customer" will be deemed to refer to "Reseller", except for the Product Special Terms and any terms that Reseller is required to pass through to Reseller's Customer. "Reseller" means the entity signing this Order Form. Unless otherwise set forth herein, this Order Form is governed by the agreement executed between Salesforce and the undersigned Reseller, which expressly sets forth the terms and conditions for Reseller's resale of the Services purchased pursuant to this Order Form (the "Reseller Agreement"). Upon signature by Reseller and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is not accepted by Salesforce as set forth in the Reseller Agreement or is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Reseller to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. For the avoidance of doubt, Reseller will be solely responsible for setting the price to Reseller's Customer for the Services, and subscriptions are non-cancelable before their Order End Date. The following terms are additional terms that Reseller hereby agrees to and is required to pass through to Customer: "Notwithstanding anything to the contrary in a Product or Quote Special Term, the payment of any fees and/or the reimbursement of any expenses to Salesforce will be paid and/or reimbursed by Reseller, provided that, for the avoidance of doubt, Reseller may collect from Customer such payment and/or reimbursement. Unless otherwise expressly agreed to in writing by Salesforce and the Reseller in the Reseller Agreement, Customer's use of the Salesforce services and products are governed by the SFDC Terms of Use (\*Applies to SFDC Resellers) located at https://www.salesforce.com/company/legal/agreements/ and the Product Special Term(s) and Quote Special Term(s) on the Order Form between Reseller and Salesforce, and the Reseller is required to obtain Customer's agreement to all such terms. Additional information related to the Salesforce services and products may be found in the Documentation at https://sfdc.co/ptd., and the Reseller Agreement takes precedence over the Documentation."



## Services

Services	SKU#	Order Start Date*	Order End Date*	Order Term (months)*
Health Cloud - Service - Unlimited Edition (Restricted Use)		01/11/2023	31/10/2024	12
Salesforce Shield		01/11/2023	31/10/2024	12
Salesforce Data Mask		01/11/2023	31/10/2024	12
Public Sector Foundation - Advanced - Unlimited Edition		01/11/2023	31/10/2024	12
Data Storage (10GB)		01/11/2023	31/10/2024	12
Signature Success		01/11/2023	31/10/2024	12

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Sales Enablement - Unlimited Edition (Restricted Use)	01/11/202	3 31/10/2024	12
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Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. 3 / 6 Health Cloud-Service-Unlimited Edition (Restricted Use) subscriptions ordered hereunder at pricing of are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall I (1) only include the following functionality(ies) (by tab, as applicable): Knowledge, Leads, Cases, Accounts, Activities, Tasks,



Assets, Calendar, Events, Campaigns, Contacts, Content, Documents, Employee Work Orders, Clinical data model, Care plan Customization & Management, Timeline view, Today Page, Care team visualization, Care team collaboration, Configurable patient creation flow, Patient profile, EHR integration (via partners), Population analytics, Patient Lists, Care Gaps, Referral Management, Utilization Management, Social Determinants; (2) include no more than forty (40) Custom Objects; (3) only be used for the following purpose(s) or use case(s): to manage Case Contact Services in relation to Covid-19 and other infectious disease cases. Case Contact Services is defined as: Tasks related to Contacting citizens in order to support the containment and management of the response to an Infectious Disease. Infectious diseases shall be defined by the reference to the definitions as published by the NHS and WHO in the following links (as updated from time to time by the NHS and WHO) a. https://www.england.nhs.uk/commissioning/spec-services/npc-crg/blood-and-infection-group-f/f04/b. https://www.who.int/topics/infectious\_diseases/en/; and (4) be used only by the following type(s) of Users: employees, contractors or other agents of the customer and other public servants participating in infectious disease contact tracing and outbreak management. These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the abovenamed product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. Sales Enablement -Unlimited Edition (Restricted Use) subscriptions ordered hereunder at pricing of Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall Restricted Use Subscriptions shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) only be used for the following purpose(s) or use case(s): to manage Case Contact Services in relation to Covid-19 and other infectious disease cases. Case Contact Services is defined as: Tasks related to Contacting citizens in order to support the containment and management of the response to an Infectious Disease. Infectious diseases shall be defined by the reference to the definitions as published by the NHS and WHO in the following links (as updated from time to time by the NHS and WHO) a. https://www.england.nhs.uk/commissioning/spec-services/npccrg/blood-and-infection-group-f/f04/ b. https://www.who.int/topics/infectious\_diseases/en/; and (2) allows Customer to publish up to a maximum of 20 Modules only; and (3) be used only by the following type(s) of Users: employees, contractors or other agents of the customer and other public servants participating in infectious disease contact tracing and outbreak management. These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the



contract price for Restricted Use Subscriptions and the list price for full subscriptions of the abovenamed product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. The Signature Success ("Signature Success") subscription purchased under this Order Form shall be provisioned to the following Org ID(s) only: 00D4K000001nS6u. "Org" is defined as a unique instance of the applicable Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access). "Org" may also refer to "Tenant" or "Realm". Signature Success is a support offering that is custom priced per Org. The Signature Success subscription(s) ordered hereunder may not be transferred or provisioned to another Org. Signature Success fees will not be reduced or refunded for any reason, including a reduction in total net applicable subscriptions during the Order Term. Customer agrees to pay an incremental Signature Success fee equal to 10% of the total net applicable subscription fees for any new or additional subscriptions provisioned to the Org. This Order Form may be rejected by SFDC if not delivered contemporaneously with the fully-executed co-requisite Order Form(s) bearing quote number(s) Q-07631564. 4 / 6 Unless otherwise set forth herein, references in this Order Form to "Customer" will be deemed to refer to "Reseller", except for the Product Special Terms and any terms that Reseller is required to pass through to Reseller's Customer. "Reseller" means the entity signing this Order Form. Unless otherwise set forth herein, this Order Form is governed by the agreement executed between Salesforce and the undersigned Reseller, which expressly sets forth the terms and conditions for Reseller's resale of the Services purchased pursuant to this Order Form (the "Reseller Agreement"). Upon signature by Reseller and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is not accepted by Salesforce as set forth in the Reseller Agreement or is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Reseller to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. For the avoidance of doubt, Reseller will be solely responsible for setting the price to Reseller's Customer for the Services, and subscriptions are non-cancelable before their Order End Date. The following terms are additional terms that Reseller hereby agrees to and is required to pass through to Customer: "Notwithstanding anything to the contrary in a Product or Quote Special Term, the payment of any fees and/or the reimbursement of any expenses to Salesforce will be paid and/or reimbursed by Reseller, provided that, for the avoidance of doubt, Reseller may collect from Customer such payment and/or reimbursement. Unless otherwise expressly agreed to in writing by Salesforce and the Reseller in the Reseller Agreement, Customer's use of the Salesforce services and products are governed by the SFDC Terms of Use (\*Applies to SFDC Resellers) located at https://www.salesforce.com/company/legal/agreements/ and the Product Special Term(s) and Quote Special Term(s) on the Order Form between Reseller and Salesforce, and the Reseller is required to obtain Customer's agreement to all such terms. Additional information related to the Salesforce services and products may be found in the Documentation at https://sfdc.co/ptd., and the Reseller Agreement takes precedence over the Documentation."



## Services

Services	SKU#	Order Start Date*	Order End Date*	Order Term (months)*
Health Cloud - Unlimited Edition (Restricted Use)		02/11/2023	01/11/2024	12
Customer Community - UE - Logins (Per Month) (Restricted Use)		02/11/2023	01/11/2024	12
Salesforce Shield		02/11/2023	01/11/2024	12
Salesforce Data Mask		02/11/2023	01/11/2024	12
Sales Enablement - Unlimited Edition (Restricted Use)		02/11/2023	01/11/2024	12

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. 3 / 5 Health Cloud - Service - Unlimited Edition (Restricted Use) s subscriptions ordered hereunder at pricing of are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) only include the following functionality(ies) (by tab, as applicable): Knowledge, Leads, Cases, Accounts, Activities, Tasks, Assets, Calendar, Events, Campaigns, Contacts, Content, Documents, Employee Work Orders, Clinical data model, Care plan Customization & Management, Timeline view, Today Page, Care team visualization, Care team collaboration, Configurable patient creation flow, Patient profile, EHR integration (via partners), Population analytics, Patient Lists, Care Gaps, Referral Management, Utilization Management, Social Determinants; (2) include no more than twenty (20) Custom Objects; (3) only be used for the following purpose(s) or use case(s): to manage Case Contact Services in relation to Covid-19 and other infectious disease cases. Case Contact Services is defined as: Tasks related to Contacting citizens in order to support the containment and management of the response to an Infectious Disease. Infectious diseases shall be defined by the reference to the definitions as published by the NHS and WHO in the following links (as updated from time to time by the NHS and WHO) a. https://www.england.nhs.uk/commissioning/spec-services/npc-crg/blood-and-infection-group-f/f04/b. https://www.who.int/topics/infectious\_diseases/en/; and (4) be used only by the following type(s) of Users: employees, contractors or other agents of the customer and other public servants participating in infectious disease contact tracing and outbreak management. These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore



agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the abovenamed product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. Sales Enablement -Unlimited Edition (Restricted Use) subscriptions ordered hereunder at pricing of Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) only be used for the following purpose(s) or use case(s): to manage Case Contact Services in relation to Covid-19 and other infectious disease cases. Case Contact Services is defined as: Tasks related to Contacting citizens in order to support the containment and management of the response to an Infectious Disease. Infectious diseases shall be defined by the reference to the definitions as published by the NHS and WHO in the following links (as updated from time to time by the NHS and WHO) a. https://www.england.nhs.uk/commissioning/spec-services/npc-crg/blood-andinfection-group-f/f04/ b. https://www.who.int/topics/infectious\_diseases/en/; and (2) allows Customer to publish up to a maximum of 20 Modules only; and (3) be used only by the following type(s) of Users: employees, contractors or other agents of the customer and other public servants participating in infectious disease contact tracing and outbreak management. T These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the abovenamed product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. 4/5 Unless otherwise set forth herein, references in this Order Form to "Customer" will be deemed to refer to "Reseller", except for the Product Special Terms and any terms that Reseller is required to pass through to Reseller's Customer. "Reseller" means the entity signing this Order Form. Unless otherwise set forth herein, this Order Form is governed by the agreement executed between Salesforce and the undersigned Reseller, which expressly sets forth the terms and conditions for Reseller's resale of the Services purchased pursuant to this Order Form (the "Reseller Agreement"). Upon signature by Reseller and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is not accepted by Salesforce as set forth in the Reseller Agreement or is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Reseller to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. For the avoidance of doubt, Reseller will be solely responsible for setting the price to Reseller's Customer for the Services, and subscriptions are non-cancelable before their Order End Date. The following terms are additional terms that Reseller hereby agrees to and is required to pass through to Customer: "Notwithstanding anything



to the contrary in a Product or Quote Special Term, the payment of any fees and/or the reimbursement of any expenses to Salesforce will be paid and/or reimbursed by Reseller, provided that, for the avoidance of doubt, Reseller may collect from Customer such payment and/or reimbursement. Unless otherwise expressly agreed to in writing by Salesforce and the Reseller in the Reseller Agreement, Customer's use of the Salesforce services and products are governed by the SFDC Terms of Use (\*Applies to SFDC Resellers) located at https://www.salesforce.com/company/legal/agreements/ and the Product Special Term(s) and Quote Special Term(s) on the Order Form between Reseller and Salesforce, and the Reseller is required to obtain Customer's agreement to all such terms. Additional information related to the Salesforce services and products may be found in the Documentation at https://sfdc.co/ptd., and the Reseller Agreement takes precedence over the Documentation."

## Services

Services	SKU#	Order Start Date*	Order End Date*	Order Term (months)*
Health Cloud - Service - Unlimited Edition (Restricted Use)		01/11/2023	31/10/2024	12
Salesforce Shield		01/11/2023	31/10/2024	12
Sales Enablement - Unlimited Edition (Restricted Use)	ĺ	01/11/2023	31/10/2024	12
Salesforce Data Mask		01/11/2023	31/10/2024	12

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. 3 / 5 Health Cloud - Service - Unlimited Edition (Restricted Use) subscriptions ordered hereunder at pricing of a are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall shall be subject to the following restriction(s): Restricted Use Subscriptions shall and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) only include the following functionality(ies) (by tab, as applicable): Knowledge, Leads, Cases, Accounts, Activities, Tasks, Assets, Calendar, Events, Campaigns, Contacts, Content, Documents, Employee Work Orders, Clinical data model, Care plan Customization & Management, Timeline view, Today Page, Care team visualization, Care team collaboration, Configurable patient creation flow, Patient profile, EHR integration (via partners), Population analytics, Patient Lists, Care Gaps, Referral Management, Utilization Management, Social Determinants; (2) include no more than twenty (20) Custom Objects; (3) only be used for the following purpose(s) or use case(s): to manage Case Contact Services in relation to Covid-19 and other infectious disease cases. Case Contact Services is defined as: Tasks related to Contacting citizens in order to support the containment and management of the response to an Infectious Disease. Infectious diseases shall be defined by the reference to the definitions as published by the NHS and



WHO in the following links (as updated from time to time by the NHS and WHO) a. https://www.england.nhs.uk/commissioning/spec-services/npc-crg/blood-and-infection-group-f/f04/b. https://www.who.int/topics/infectious diseases/en/; and (4) be used only by the following type(s) of Users: employees, contractors or other agents of the customer and other public servants participating in infectious disease contact tracing and outbreak management. These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the abovenamed product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. Sales Enablement -Unlimited Edition (Restricted Use) subscriptions ordered hereunder at pricing of £5.90/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) only be used for the following purpose(s) or use case(s): to manage Case Contact Services in relation to Covid-19 and other infectious disease cases. Case Contact Services is defined as: Tasks related to Contacting citizens in order to support the containment and management of the response to an Infectious Disease. Infectious diseases shall be defined by the reference to the definitions as published by the NHS and WHO in the following links (as updated from time to time by the NHS and WHO) a. https://www.england.nhs.uk/commissioning/spec-services/npc-crg/blood-andinfection-group-f/f04/ b. https://www.who.int/topics/infectious\_diseases/en/; and (2) allows Customer to publish up to a maximum of 20 Modules only; and (3) be used only by the following type(s) of Users: employees, contractors or other agents of the customer and other public servants participating in infectious disease contact tracing and outbreak management. These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the abovenamed product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. 4 / 5 Unless otherwise set forth herein, references in this Order Form to "Customer" will be deemed to refer to "Reseller", except for the Product Special Terms and any terms that Reseller is required to pass through to Reseller's Customer. "Reseller" means the entity signing this Order Form. Unless otherwise set forth herein, this Order Form is governed by the agreement executed between Salesforce and the undersigned Reseller, which expressly sets forth the terms and conditions for Reseller's resale of the



Services purchased pursuant to this Order Form (the "Reseller Agreement"). Upon signature by Reseller and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is not accepted by Salesforce as set forth in the Reseller Agreement or is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Reseller to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. For the avoidance of doubt, Reseller will be solely responsible for setting the price to Reseller's Customer for the Services, and subscriptions are non-cancelable before their Order End Date. The following terms are additional terms that Reseller hereby agrees to and is required to pass through to Customer: "Notwithstanding anything to the contrary in a Product or Quote Special Term, the payment of any fees and/or the reimbursement of any expenses to Salesforce will be paid and/or reimbursed by Reseller, provided that, for the avoidance of doubt, Reseller may collect from Customer such payment and/or reimbursement. Unless otherwise expressly agreed to in writing by Salesforce and the Reseller in the Reseller Agreement, Customer's use of the Salesforce services and products are governed by the SFDC Terms of Use (\*Applies to SFDC Resellers) located at https://www.salesforce.com/company/legal/agreements/ and the Product Special Term(s) and Quote Special Term(s) on the Order Form between Reseller and Salesforce, and the Reseller is required to obtain Customer's agreement to all such terms. Additional information related to the Salesforce services and products may be found in the Documentation at https://sfdc.co/ptd., and the Reseller Agreement takes precedence over the Documentation."

## Services

Services	SKU#	Order Start Date*	Order End Date*	Order Term (months)*
Service Cloud - Unlimited Edition		31/10/2023	30/10/2024	12
Customer Community - Unlimited Edition - Logins (Per Month)		31/10/2023	30/10/2024	12
Salesforce Data Mask		31/10/2023	30/10/2024	12

Unless otherwise set forth herein, references in this Order Form to (a) "Customer" will be deemed to refer to "Reseller" (except in the Product Special Terms and any other terms that Reseller is required to pass through to Customer), and (b) "MSA" or "Agreement" in the Product Special Terms or the Product Terms Directory shall be deemed to refer to the SFDC Terms of Use, unless Salesforce has entered into separate written agreements with Reseller and Customer, respectively, that expressly provide that the Customer's Main Services Agreement executed with Salesforce shall govern the Services resold by Reseller to Customer. "Reseller" means the entity signing this Order Form. Unless otherwise set forth herein, this Order Form is governed by the agreement executed between Salesforce and the undersigned Reseller, which expressly sets forth the terms and conditions for Reseller's resale of the Services purchased pursuant to this Order Form (the "Reseller Agreement"). Upon signature by Reseller and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is not accepted by Salesforce as set forth in the Reseller Agreement or is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Reseller to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order

## Shared vision. Better together.



information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. For the avoidance of doubt, Reseller will be solely responsible for setting the price to Reseller's Customer for the Services, and subscriptions are non-cancelable before their Order End Date. The following terms are additional terms that Reseller hereby agrees to and is required to pass through to Customer: "Notwithstanding anything to the contrary in a Product or Quote Special Term, the payment of any fees and/or the reimbursement of any expenses to Salesforce will be paid and/or reimbursed by Reseller, provided that, for the avoidance of doubt, Reseller may collect from Customer such payment and/or reimbursement. Unless otherwise expressly agreed to in writing by Salesforce and the Reseller in the Reseller Agreement, Customer's use of the Salesforce services and products are governed by the SFDC Terms of Use (\*Applies to SFDC Resellers) located at https://www.salesforce.com/company/legal/agreements/ and the Product Special Term(s) and Quote Special Term(s) on the Order Form between Reseller and Salesforce, and the Reseller is required to obtain Customer's agreement to all such terms. Additional information related to the Salesforce services and products may be found in the Documentation at https://sfdc.co/ptd, and the Reseller Agreement takes precedence over the Documentation." Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated addon Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Editiori (No Flex.)



#### **Services** Order Order Order Term Start Date.. End Date.. Services (months)" 01/11/2023 31/10/2024 MuleSoft - A!nypoint Platfo1m Base Subscription - Titanium 12 MuleSoft - Included vCore (No Flex) - Pre-Produoliion 01/1112023 131110/2024 12 MuleSoft - Included vCore (No Flex) - Production 01/1112023 131110/2024 12 12 MuleSoft- Additional Static IP 101,1112023 31,10,2024 MuleSoft - A!nypoint APIIIManager Production - Titanium 01/11/2023 31/10/2024 12 MuleSoft-Object Store (100M) - Titanium Edition 12 01/11/2023131/10/2024 MuleSoft- Additional vCore Pr,e-Production - Titanium 01/11/2023 31/10/2024

MuleSoft - Additional vGore Production - Titanium Edition (No Flex.)	01/11/2023	31110/2024	12
MuleSoft - A!nypoint MQ API Requests (500M) - Titanium Editiori	01/11/2023	31110/2024	12
MuleSoft - Anypoint VPCNPN - Titaniium Edition	01/11/2023	31/10/2024	12
MuleSoft - load Ballanoer - Titariium Edition	.01/11/2023	131/10/2024	12
MuleSoft- Alnypoint APIII Manager Pre-Production - Titanium Editiori	01/11/2023	131/10/2024	12



In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 03256098, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s).03256098, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s). References in this Order Form to "Customer" will be deemed to refer to "Partner" except in the case of the End User License Agreement (the "EULA"), the PSTs, and any pass-through terms in this Order Form that Partner is required to pass through to the End Customer. "Partner" means the entity signing this Order Form. For the avoidance of doubt, Partner will be solely responsible for setting the price to the End Customer for the Services. This Order Form is governed by the partner agreement between MuleSoft, LLC or the applicable MuleSoft Affiliate ("MuleSoft") and the undersigned Partner (the "MuleSoft Partner Agreement"). Notwithstanding anything in the MuleSoft Partner Agreement to the contrary, Order Forms may be executed and entered into by MuleSoft, Salesforce, Inc., or any other Affiliate of Salesforce, Inc. (the "SFDC Entities"). In the event that the SFDC Entity that has executed and entered into this Order Form is not MuleSoft, such entity shall be deemed to be MuleSoft for the purposes of applying the MuleSoft Partner Agreement to this Order Form (including invoicing and payment processing). "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Partner will secure the End Customer's agreement to the EULA specified in the MuleSoft Partner Agreement, the Product Special Terms (the "PSTs"), and any Quote Special Terms ("QSTs") identified as requiring the End Customer's acceptance. In the absence of a MuleSoft Partner Agreement, this Order Form is governed by the agreement executed between Salesforce, Inc. (or the applicable SFDC entity) ("SFDC") and the undersigned Partner, which sets forth the terms and conditions for Partner's resale of the Services purchased pursuant to this Order Form (the "SFDC Reseller Agreement"). For the avoidance of doubt, the SFDC Reseller Agreement takes precedence over the Documentation. References in this Order Form to "End Customer" will be deemed to refer to "Customer" where the governing agreement is the SFDC Reseller Agreement. Partner will obtain the End Customer's written agreement to the PSTs and any pass-through terms in this Order Form that Partner is required to pass through to the End Customer. Partner must also obtain the End Customer's written agreement via the Partner's order form with the End Customer to the terms of the Order Form Supplement for MuleSoft available at https://www.salesforce.com/content/dam/web/en\_us/www/documents/legal/Agreements/softwareorder-form-supplements/ order-form-supplement-for-mulesoft-software.pdf (the "Supplement") or terms that are not materially different than or less protective of SFDC than the Supplement, provided that: (1) references in the Supplement to "MSA" shall be deemed to refer to the SFDC Terms of Use and references to Order Form in the Supplement shall be deemed to refer to the order form between Partner and End Customer; (2) Partner will exclude the section "Warranties" of the Supplement in favor of the disclaimer in the SFDC Terms of Use and such section will be instead deemed to be incorporated into the section "Disclaimer of Warranties" of the SFDC Reseller Agreement; and (3) Partner will state in the Partner's order form with the End Customer that the foregoing Order Form terms shall (a) supersede the terms of the standard Salesforce MSA and Order Form Supplement for MuleSoft Products presented to the End Customer when the End Customer installs MuleSoft Products and (b) be for the benefit of and enforceable by SFDC as a third-party beneficiary. Upon signature by Partner and submission to the SFDC Entity, this Order Form shall become legally binding unless this Order Form is rejected by the SFDC Entity for any reason in its sole discretion, including: (1) the signatory below does



not have the authority to bind Partner to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. Additional information related to the Services, may be found in the Documentation at https://sfdc.co/ptd.

#### Salesforce Product Special Terms

Salesforce Shield In order to use the Data Detect features, Customer's system administrator must first install the managed package available at: https://sfdc.co/install-datadetect. B2B Commerce Orders -Starter Each B2B Commerce Orders - Starter subscription entitles Customer to 1 Order. Restrictions: B2B Commerce Orders - Starter includes 1 Storefront and 7,500 Product Records as defined in the Documentation. For clarity, while each additional B2B Commerce Orders - Starter subscription entitles Customer to 1 additional Order, the number of Storefronts and Product Records will remain unchanged. Entitlements must be used within the applicable Order Start Date and Order End Date. Unused quantities do not roll over to subsequent time periods. Customer acknowledges that the additional platform cache provided through the B2B Commerce Services is for the purposes of using B2B Commerce Services only, as further described in the Documentation. Customer understands that the above restrictions are contractual in nature (i.e., these restrictions are not enforced in the Service as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such restrictions. SFDC may review Customer's use of such subscriptions at any time through the Service, and Customer will cooperate with respect to such review. Managed Package: In order to access B2B Commerce with Visualforce, Customer's system administrator must first install the managed package (available at https://sfdc.co/b2bcommerce-pkg-prod). In order for SFDC to provide support for B2B Commerce with Visualforce, Customer must be using a version of the managed package that is no more than three releases behind the then-current generally available version of the managed package (the "GA Version"). SFDC will not provide support to Customer (including any patches) for any managed package that is more than three releases behind the GA Version. Additionally, Customer acknowledges that an upgrade may be required in order to receive the latest features and updates, and such upgrade may require Customer to incur additional costs. For clarity, SFDC will not charge Customer for access to managed package upgrades that it makes generally available to its customers of the same package version at no additional charge. In addition to any exclusions under the MSA, with respect to any B2B Commerce Services purchased by Customer under this Order Form or any other order forms, SFDC shall have no defense or indemnification obligations arising from any "Claim Against Customer" or "Claim Against You" based on commonly used e-commerce functionality that is or was in general use in the industry, if the Services or use thereof would not infringe without such e-commerce functionality. Salesforce Data Mask In order to access the Salesforce Data Mask Service, Customer's system administrator must first install the managed package available at: <a href="https://sfdc.co/datamask-install">https://sfdc.co/datamask-install</a>.

#### **Emergency Program Management**

In order to access Emergency Program Management Services, Customer's system administrator must first install the managed package via the following link: <a href="http://industries.force.com/publicsector">http://industries.force.com/publicsector</a>.

### **Salesforce Shield**

In order to use the Data Detect features, Customer's system administrator must first install the



managed package available at: https://sfdc.co/install-datadetect.

#### **Salesforce Data Mask**

In order to access the Salesforce Data Mask Service, Customer's system administrator must first install the managed package available at: <a href="https://sfdc.co/datamask-install">https://sfdc.co/datamask-install</a>.

#### **Public Sector Foundation - Advanced**

In order to access Omnistudio features and functionality, Customer's system administrator must first install the latest OmniStudio managed package available at: https://docs.vlocity.com/en/OmniStudio-Release-Summary.html. Customer must be using a version of the managed package that is no more than two releases behind the then-current generally available version of the managed package (the "GA Version") in order for SFDC to provide support. SFDC will not provide support for Omnistudio features and functionality to Customer (including any patches) for any managed package that is more than two releases behind the GA Version. If Public Sector Foundation -

Advanced subscriptions are used in the same Org as Employee Experience for Public Sector subscriptions, Public Sector Foundation Advanced subscriptions must be restricted to internal operations use cases only. "Org" means a unique instance of the Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).

#### **Health Cloud - Service**

In order to use Health Cloud - Service, Customer's system administrator must first enable Shared Contacts in its Salesforce Org, then install the Health Cloud managed package available at the following link: https://industries.force.com/healthcloudflow. In order to use the

Digital Process Automation features included with this subscription, Customer's system administrator must first install the managed package available at: https://docs.vlocity.com/en/OmniStudio-Release-Summary.html.

### **Salesforce Shield**

In order to use the Data Detect features, Customer's system administrator must first install the managed package available at: https://sfdc.co/install-datadetect.

#### **Salesforce Data Mask**

In order to access the Salesforce Data Mask Service, Customer's system administrator must first install the managed package available at: https://sfdc.co/datamask-install.

#### **Salesforce Inbox**

In order to use Salesforce Inbox, it must first be activated by the Customer's system administrator via the following link:

https://appexchange.salesforce.com/listingDetail?listingId=a0N300000CNj52EAD

#### **Health Cloud**

In order to use Health Cloud, Customer's system administrator must first enable Shared Contacts in its Salesforce Org, then install the Health Cloud managed package available at the following link: http://industries.force.com/healthcloud. In order to use the Digital Process Automation features included with this subscription; Customer's system administrator must first install



the managed package available at:

https://docs.vlocity.com/en/OmniStudio-Release-Summary.html.

## **Salesforce Shield**

In order to use the Data Detect features, Customer's system administrator must first install the managed package available at: <a href="https://sfdc.co/install-datadetect">https://sfdc.co/install-datadetect</a>.

#### **Salesforce Data Mask**

In order to access the Salesforce Data Mask Service, Customer's system administrator must first install the managed package available at: <a href="https://sfdc.co/datamask-install">https://sfdc.co/datamask-install</a>.

#### **Health Cloud - Service**

In order to use Health Cloud - Service, Customer's system administrator must first enable Shared Contacts in its Salesforce Org, then install the Health Cloud managed package available at the following link: https://industries.force.com/healthcloudflow. In order to use the Digital Process Automation features included with this subscription, Customer's system administrator must first install the managed package available at: https://docs.vlocity.com/en/OmniStudio-Release-Summary.html.

#### **Salesforce Data Mask**

In order to access the Salesforce Data Mask Service, Customer's system administrator must first install the managed package available at: https://sfdc.co/datamask-install.

#### **MuleSoft Services**

The Software and/or Cloud Offerings, standing alone, constitute Services. Additional details regarding such Services are provided in the

Anypoint Platform Subscription Plan details, which is accessible at https://www.mulesoft.com/prod-subscription-plans, and is subject to

changes if and when new versions become available.

#### **MuleSoft Use by Affiliates**

Subject to the terms and conditions of this Order Form and the Agreement, Customer's Affiliates may use the subscriptions ordered by

Customer herein for the duration of the Order Term and for so long as they remain Affiliates, provided that:

(a) such use is for the internal

business operations of Customer and/or its Affiliates and does not create any third-party beneficiary rights for Customers' Affiliates;

- (b) Customer remains responsible for each such Affiliate's compliance with the terms and conditions of the Agreement and this Order Form;
- (c) Customer provides SFDC at least 30 days' advance written notice (email permitted) of each such Affiliate usage;



- (d) subject to the following subsection
- (e), use of the subscriptions by all Affiliates and Customer in the aggregate must be within the restrictions in this Order Form; and (e) notwithstanding the foregoing, Affiliates may not use Customer's rights under any unlimited Core or VCore (or other unlimited quantity) license or subscription unless Affiliate usage is specifically designated in such Order Form.

#### **MuleSoft Software**

Software shall be subject to the Order Form Supplement for MuleSoft Software available at https://www.salesforce.com/company/legal/agreements.jsp ("Supplement") which is hereby made part of this Order Form.

#### **Everyone's Platform Ltd End User Licence Agreement**

https://www.everyonesplatform.com/eula

#### OwnBackup Master Subscription Agreement and Product Special Terms

Terms: This Order Form is governed by the terms of the Master Subscription Agreement (https://www.ownbackup.com/legal/msa) which terms are incorporated into this Order Form. If Customer has an applicable signed master agreement with OwnBackup, then that agreement will apply instead of the linked agreement. If there is a conflict between the terms of this Order Form and the agreement, this Order Form governs. The terms of this Service Order Form are confidential. This Service Order Form is effective as of the Order Date listed above. If the last signature on this Order Form is made by or provided to OwnBackup after the Order Date above, OwnBackup may adjust the Order Date and subscription end date accordingly, without changing the fees or term length. Any such adjustment will be reflected in the invoice.

#### **Special Terms:**

Renewals: This order renews for additional 1-year periods, unless either party provides the other party with written (including email) notice of non-renewal at least 30 days prior to the renewal date.

Renewal Notice. OwnBackup will use commercially reasonable efforts to give Customer 90 days' advance notice of renewal.

#### **Product Special Terms:**

Backup & Recovery Plans, Secure, Sandbox Seeding, Bring Your Own Key:

**Unit Definition: OwnBackup for Salesforce:** Active Salesforce.com SalesCloud, ServiceCloud, Force.com Platform, and Community Licenses.

**OwnBackup for Microsoft:** Assigned active Microsoft Dynamics 365 Customer Engagement, Power Pages, and Power Apps Licenses.

#### OwnBackup for ServiceNow:



**Fulfiller Licenses:** Automated backup and recovery solution for ServiceNow, licenses for Assigned active ServiceNow Fulfiller users.

**Unrestricted:** Automated backup and recovery solution for ServiceNow, licenses for Assigned active ServiceNow Unrestricted users, Business

Stakeholder users and Subscription Units.

**User Reporting:** Upon request and no more than once a quarter, Customer must provide OwnBackup with its Salesforce, ServiceNow, and/or Microsoft Dynamics (as applicable) license counts.

**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 buyer:

DocuSigned by:

Full Name: Yamba Vundamina

Job Title/Role: Head of Category - D&T

Date Signed: 27/10/2023

For and on behalf of the supplier:

DocuSigned by:

8DB9CFA37BE54A8...

Thomas Maliony

Full Name: Thomas Mahony

Job Title/Role: Senior Legal Counsel

Date Signed: 27/10/2023