



ON-LINE SERVICES AGREEMENT FOR RF-SMART FOR ORACLE CLOUD ORDER DOCUMENT

This is an order for Services under the OnLine Services Agreement for RFSMART for Oracle Cloud (the "Agreement") between Information & Computing Services, Inc. ("ICS" "we," "us," or "our") and the entity identified below ("You" or "Your"). This order sets forth the Services that will be provided to You subject to the terms and conditions of the Agreement. Terms not defined in this order shall have the meanings ascribed to them in the Agreement. This order is subject to the terms and conditions of the Agreement and is a part of the Agreement, the terms of which are incorporated herein by this reference.

- A. THE PARTIES.** The parties to this order and agreement are:
Information & Computing Services, Inc., a Florida corporation having its principal place of business located at 3563 Philips Highway, Suite F-601, Jacksonville, Florida 32207 United States; and
Public Health England, having its principal place of business located at Wellington House 133-155 Waterloo Road London, SE1 8UG United Kingdom (GB)
- B. SERVICES PERIOD** The Services Period shall last for 54.871 months, commencing on Monday, January 11, 2021 and expiring on Wednesday, August 6, 2025. The Services Period may be subject to one or more renewals as set forth in the Agreement.
- C. SERVICES AND FEES** Subject to the terms and conditions of the Agreement, You shall have access to the Services during the Services Period at the rates and fees set forth below. You shall pay the fees set forth below upon execution of this order unless otherwise set forth in the Special Terms section below. Unless otherwise indicated, all of the amounts in this order are stated in the following currency type: **GBP**

The Services include access to the following RF-SMART feature sets, support and user quantities at the following fees:

<u>RF-SMART SOFTWARE, SERVICES, & SUPPORT</u>	<u>USER QTY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
RF-SMART for Oracle SCM Cloud Delivery Module	1		
Software Discount	1		
Support for RF-SMART for Oracle SCM Cloud	-		
Total Software, Services, and Support			£119,921.68

The fees set forth above do not include fees for additional Services, such as Setup and Training.

USER LOGINS. Your access to the Services is limited to the number of users (USER QTY) listed above, which users may login and use the Services concurrently. Concurrent users in excess of the allowable number will require the payment of additional fees. The fees set forth above may increase in the event You select any additional Services (such as additional feature sets or functionality) or increases the number of users and such additional fees will be due and payable at the time such additional Services or users are added.

MINIMUM SYSTEM REQUIREMENTS. In order to access the RF-SMART System, Client agrees to maintain the necessary hardware, software, storage space, network and Internet access for the Oracle® Services.

SETUP AND TRAINING. Setup and Training will be provided as part of the Services subject to a Statement of Work. Each Statement of Work shall be subject to the terms and conditions of the Agreement. Unless included in this order, the fees for Setup and Training will be set forth in a Statement of Work.

- D. SCHEDULING.** ICS will setup and provide the Services for Your bundling, access and use with the Oracle® Services (collectively, the "Setup"). ICS will provide training on the use of the Services ("Training") if requested by You below. ICS will provide You with a proposed plan for Setup, Training and the proposed date You will commence use of the Services in a live working environment (the "Access Date"). You agree to cooperate fully in providing all information required for Setup and Training and to assure successful completion of all events prior to the Access Date. ICS shall have no liability for any delays caused by You.
- E. SUPPORT SERVICES.** The Support Services will include, and ICS will provide, Support Line Services during ICS's normal business hours and working days, which are Monday – Friday, 8:30 a.m. to 5:30 p.m. in your local time zone, excluding holidays. The rates for these Support Services are set forth above. The RF-SMART Help Desk should be contacted via email at [REDACTED].

- F. SERVER LOCATION.** The location of the servers used by ICS to host the Services and store Your Content are in the one of the following geographic areas: EU Member country for our UK and EU Member customers OR United States for all other customers.
- G. THIRD-PARTY SERVICES.** The Services include a license for Your use of a third-party label design and printing software application that is provided as a Third-Party Service by NiceLabel. The license only includes and is limited to the right to use NiceLabel's application as a Third-Party Service in connection with the Services and requires Your acceptance of NiceLabel's end user agreement. As part of the Services, ICS will coordinate Your support and maintenance of NiceLabel's application with NiceLabel.
- H. SPECIAL TERMS.** The RF-SMART Feature Sets listed above are offered on a Proof of Concept basis until 29th January 2021. Client may cancel this agreement for ANY reason upon written notice and such notice of cancellation must be received by Andrew Ryan, VP of Sales, by emailing him at [REDACTED] by no later than 5pm EST on 29th January 2021. After this time and date, the Agreement will be deemed accepted for the full Term and payment is due in full by no later than 12th February 2021.

Accepted and agreed as of the date set forth below.

PUBLIC HEALTH [REDACTED] ENGLAND	INFORMATION & COMPUTING SERVICES, INC.
[REDACTED]	[REDACTED]
Date: 13/01/20	Date: Mar 1, 2021