



Slack Technologies Limited
One Park Place, Upper Hatch Street, Dublin 2
Registered: Dublin, Ireland
Registered No: 558379

ORDER FORM Public Health England
Offer Valid Through: 10/14/2020
Proposed By: Aoife O'Driscoll

ORDER FORM Q-39119

ADDRESS INFORMATION

Bill To:
Wellington House, 133-155 Waterloo Road

London
England, SE1 8UG
United Kingdom

Ship To:
Wellington House, 133-155 Waterloo Road
London
England, SE1 8UG
United Kingdom

Company Name: Public Health England ("Customer")

Payment Terms: Net 30

SERVICES

SUBSCRIPTION SERVICES

Subscription Plan	Order Term* (Months)	Order Form Start Date	Order Form End Date	Number of Users**	Price Per User	One Time Credits	Subscription Fees
Plus plan	12	10/1/2020	9/30/2021	200	██████████ ██████████	██████████ ██████████	██████████ ██████████
TOTAL:							GBP 11,700.00

* If this Order Form is executed after the Order Form Start Date listed above, Slack may adjust the Order Form Start Date and Order Form End Date without increasing the total price or altering the term length based on the date Slack provisions the Services to Customer.

**Slack will invoice the current number of users at the time of provisioning if it exceeds the number listed above.

Subscription Services Terms

TEAM SUBSCRIPTION.

Unlimited Usage & Growth. Subject to the terms of this Order Form, and in exchange for payment of the flat fee specified above, Customer may add an unlimited number of users to the team with the following Slack URL(s): phedevdevelopment.slack.com, pheccovid-19dashboard.slack.com.

Fee Calculation. Slack calculated the flat fee above based on Customer's good faith projection of user numbers within the team(s) identified above ("User Threshold"). Such fees exclude any amounts invoiced pursuant to a quarterly refresh, as further described below, which may occur if there is a growth in user numbers above the User Threshold. If Customer is acquired by a third party or wishes to consolidate multiple teams into one centrally managed team, then Customer may request that the parties work together to execute a replacement Order Form that adjusts the fee to account for higher projections of user numbers.

Quarterly Refreshes. If the number of users exceeds the User Threshold at the start of any quarterly anniversary of the order form start date, Slack will invoice Customer for the excess users, at which point, the User Threshold will be amended (or refreshed) to include such excess paid users ("**Refreshed User Threshold**"). For clarity, if the number of active authorized users should ever decrease, the User Threshold will not be refreshed, nor will Customer receive any refunds or credits.

Example.

BILLING & RENEWALS

Usage Credits. Because of the unique fee arrangement under this Order Form, the “Fair Billing Policy” described in the Agreement or Documentation, as the case may be, will not apply.

Renewals. Unless otherwise specified in this Order Form, any renewal of this Order Form must be agreed upon in writing by the parties. When recalculating renewal fees, Slack will take into account both historical and projected user numbers. If the parties are unable to agree to a renewal in writing prior to the expiration of this Order Form, Customer shall have the option to deactivate the Service, or provide Slack with a notice of non-renewal. However, if Customer takes neither action, then until such time as the parties agree to a renewal in writing, Slack reserves the right to either suspend Customer’s access to the Service, or bill Customer on a month-to-month basis at the same price/user (prorated) as the immediately preceding order period, for the number of users as of the expiration date of the current order term or the immediately preceding monthly extension period, as applicable.

Subscription Payment Terms. Notwithstanding anything to the contrary, Fees for the Order Term will be invoiced on or around the Order Form Start Date.

QUOTE SPECIAL TERMS

One-Time Promotional Discount. Notwithstanding anything to the contrary herein, the pricing and discounting provided to Customer under this Order Form are inclusive of a one-time promotional discount. The one-time promotional discount under this Order Form will only apply to this Order Form and to those teams and/or workspaces listed on this Order Form. Customer may add any number of additional paid teams and/or workspaces by requesting that Slack revise the fee to account for higher projections of users and executing an add-on Order Form.

One-Time Credit. The GBP 11,700.00 credit to the fees payable under this Order Form is a one-time accommodation, limited to only this Order Form. The credit will be applied to the initial invoice, but applied on a pro-rata basis over the applicable Order Term. For the avoidance of doubt, in no case shall this credit, or any portion of this credit, be applied to any other Order Form.

The discount offered hereunder is a one-time discount applicable to this Order Form only and shall not apply to any renewal or replacement of such Order Form. Any future renewal of the Service plan hereunder will be at Slack's then-current list pricing for such plan, unless otherwise expressly agreed to by the parties.

Without limiting any confidentiality obligations in the Agreement, the pricing hereunder is strictly confidential and shall not be disclosed to any third party.

PURCHASE ORDER INFORMATION

Purchase Order Information:

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

☐ No - No PO Needed

☐ Yes - Please complete below and provide a copy of the PO

PO Number:

PO Amount:

VAT/GST ID:

Please provide Slack with any VAT/GST ID applicable to Customer. For more information, please see our help center article on VAT found here: <https://get.slack.help/hc/en-us/articles/226166647-Sales-tax>

Billing Contact Information:

Billing Contact Email(s):

Billing Contact Phone Number:

Invoice Submission Method:

Invoices will be submitted to the billing contact(s) via email by default. If invoices are to be submitted via a Supplier Invoicing portal, please check the box below and send instructions to receivables@slack-corp.com.

☐ Submit invoice via Supplier Invoicing portal

Payment Method:

Acceptable payment methods include checks or bank transfers. Credit card payment is not accepted.

Upon signature by Customer and submission to Slack, this Order Form shall become legally binding unless this Order Form is rejected by Slack for any of the following reasons: (1) the signatory below does not have the authority to bind Customer 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. This Order Form is governed by the customer terms of service found at <https://slack.com/terms-of-service>, unless Customer has a written Slack master subscription agreement executed between Customer and Slack for the Services purchased hereunder, in which case such written Slack master subscription agreement will govern (in either case, the "Agreement"). Capitalized terms not defined in this Order Form shall have the meaning set forth in the Agreement. Except as expressly amended by this Order Form, the Agreement shall remain in full force and effect without change. This Order Form is effective as of the last date of signature below (the "Order Form Effective Date").

CUSTOMER SIGNATURE

Company: Public Health England

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Dated: