

Schedule 7A**Order Form for Standard Goods and Services – Direct Award**

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the provision of Enterprise Level Information Communication Technology (ICT) Solutions for hardware, software, programs, applications, security, computer science, managed services, consultancy, support and associated services – 2019 (reference number: SF050716) dated 27th September 2019.

| | |
|--|---|
| The Authority | <i>United Kingdom Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX</i> |
| The Supplier | <i>Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU</i> |
| HealthTrust Europe Contract Reference | HTE-005705 |

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Goods and/or Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 27th September 2019 (the “Framework Agreement”).
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
 - (b) the Contract Price, as appended at Appendix 2 overleaf; and
 - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
3. Where the Call-Off Terms and Conditions set out at Schedule 1 of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the

HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:

- (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 14 of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.
- (b) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
- (c) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

4. The Commencement Date of the Contract shall be 16th May 2022.

5. The Term of this Contract shall be 1 years from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of the Call-Off Terms and Conditions provided that the duration of this Contract shall be no longer than 3 years in total.

6. **Data Protection**

No data will be processed by the supplier

- 6.1 [The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.]

- 6.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.
7. [Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.(i) of Schedule 2 of the Call-Off Terms and Conditions.]
8. [For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within [insert time period during which any inspection must be carried out] of the date of delivery of the relevant Goods.]
9. The payment profile for this Contract shall be one off payment by invoice.
10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within **one (1)** year of the Commencement Date.
11. The provision of Services
- (A) The Services Commencement Date shall be **16/05/2022**
- (B) The Long Stop Date for the commencement of provision of the Services shall be **15/05/25**
- (C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:
- (i) UKHSA Porton, Manor Farm Road Porton Wiltshire SP4 0JG
12. New Technologies During the Term, if any new product or new technology related to the Goods (each a "**New Technology Product**") becomes available from the Supplier or any other supplier, and will replace existing Goods pursuant to the Call off Contract for whatever reason, the Supplier shall not be permitted to increase the Contract Price in respect of such product(s). However, in the event that the Participating Authorities are given the option to replace existing Goods supplied pursuant to the call-off Contract with a New Technology Product (i.e. such replacement is not obligatory), the Supplier has the right to increase the Contract Price to reflect that the Participating Authorities have opted to purchase the New Technology Product(s) provided always that such replacement produce and increased price is in accordance with Law. In the case of the latter situation, the Supplier shall provide the Authority and the Participating Authorities with full details of the New Technology Product and the additional costs (if any) associated with such products (applying discounts comparable to those applicable to the existing Goods under the Framework Agreement) in order for the Participating Authorities to make an informed decision as to whether to replace the existing Goods with the New Technology Product(s).

- 12.1 The Supplier shall notify the Authority and the Participating Authorities in writing of such at least thirty (30) days prior to the New Technology Products being made available for purchase through commercial/public release.
- 12.2 During the Term, if the Authority is notified of a New Technology Product pursuant to Clause 16.2 the Authority may request and the Supplier shall agree to supply the New Technology Product solely to the Participating Authority for a period of [insert number] months, prior to such New Technology Product being made available for purchase through commercial/public release.

13 Early Payment Discount

N/A

14 Training/ Support Services/ Help Desk

Support Services as per appendix 10

15 Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract **specific obligations** under this Framework Agreement. This shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement.

- (A) [The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.]
- (B) The provision of access by the Authority to the Supplier to the Premises and Locations shall be subject to the lease and/or license appended at Appendix 5.
- (C) Any changes to this Contract, including to the Services and Goods , may only be agreed in accordance with the Change Control Process set out in Appendix 3 overleaf.
- (D) Notwithstanding Key Provision 8 of the Call-Off Terms and Conditions, the Parties agree that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Appendix 8 shall apply to such transfer.

- (E) Should the Authority terminate this Contract in accordance with this Clause, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7.
- (F) If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Appendix 6.
- (G) The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to this Clause and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. This Clause shall continue notwithstanding the expiry or earlier termination of this Contract.
- (H) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9
- (I) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.
- (J) The bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for are detailed in Appendix 11.

1. The Contract Managers at the commencement of this Contract are:

(a) for the Authority:

[REDACTED]

for the Supplier:

[REDACTED]

2. Notices served under this Contract are to be delivered to:

(a) for the Authority:

**Procurement, United Kingdom Health Security Agency, Nobel House,
17 Smith Square, London, SW1P 3HX**




(b) for the Supplier:

Insight Direct (UK) LTD
4th floor The Charter Building
Charter Place
Uxbridge
UB8 1JG

3. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.
4. The following Appendices are incorporated within this Contract:

| | |
|--------------------|----------------------------|
| Appendix 1 | Authority Specification |
| Appendix 2 | Contract Price |
| Appendix 9 | Software |
| Appendix 10 | Key Performance Indicators |
| Appendix 11 | Subcontractors |
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Signed by the authorised representative of THE AUTHORITY

| | | | |
|-----------|---|------------|--|
| Name: |  | Signature: |  |
| Position: |  | | 14/06/2022 |

Signed by the authorised representative of THE SUPPLIER

| | | | |
|----------------------|-------------|-----------|-------------|
| Date Signed:Name: | <div></div> | Signature | <div></div> |
| Position: | <div></div> | | 16/05/2022 |

Appendix 1

Authority Specification

1 Year Enterprise Plus Subscription for 4 x Load Master from Kemp Technologies (S/N: TSBJC2003770, TSBJC2003782, TSBJC2003751 & TSBJC2003755)

Appendix 2
Contract Price

| | |
|--|--|
| | |
| | |

Total Excluding VAT £16,760.92

[Appendix 3]

Change Control Process

By mutual agreement

[Appendix 4]

Implementation Plan

N/A

[Appendix 5]

Lease and/or Licence to access Premises and Locations

N/A

[Appendix 6]

Step In Rights

N/A

[Appendix 7]

N/A

[insert]

[Appendix 8]

N/A

Appendix 9

KEMP Technologies SOFTWARE LICENSE AGREEMENT

1. READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING THIS PRODUCT ON YOUR NETWORK OR PERSONAL COMPUTER. THIS PRODUCT LICENCE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORIZED REPRESENTATIVE) ON THE ONE HAND, AND KEMP Technologies, INC. AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY REFERRED TO AS 'KEMP') ON THE OTHER HAND FOR THE HARDWARE AND/OR SOFTWARE PRODUCT ENTITLED 'LoadMaster,' WHICH INCLUDES PHYSICAL HARDWARE AND/OR COMPUTER SOFTWARE AND ANY ASSOCIATED MEDIA, PRINTED MATERIALS, AND/OR 'ONLINE' OR ELECTRONIC DOCUMENTATION (TOGETHER

CALLED THE 'PRODUCT'). PLEASE READ THIS AGREEMENT CAREFULLY AND PRINT OUT A COPY FOR YOUR RECORDS. THIS AGREEMENT SUPERSEDES ALL PREVIOUS VERSIONS.

BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PRODUCT LICENCE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. THE PRODUCT IS LICENSED, NOT SOLD, TO YOU FOR USE EXCLUSIVELY UNDER THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS PRODUCT LICENCE AGREEMENT, DO NOT INSTALL OR USE THE PRODUCT AND DELETE ALL COPIES IN YOUR POSSESSION.

- 2. KEMP grants you a non-exclusive, non-transferable licence to use one copy of the Product in the country in which you acquired the Product for your own personal or commercial use, but retains all property rights of the Product and all copies thereof. All other rights are expressly reserved by KEMP. You may: (i) use the Product on any supported computer configuration provided the Product is used on only one (1) such computer; and (ii) permanently transfer the Product and its documentation to another user provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not transfer, distribute, rent, sub-license, or lease the Product or documentation, except as stipulated herein; or alter, modify, or adapt the Product or documentation or any parts thereof.**
- 3. You acknowledge that the Product in source code form remains a confidential trade secret of KEMP. You agree not to modify or attempt to reverse engineer, decompile, or disassemble the Product, except when and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.**
- 4. OWNERSHIP: All right, titles, interests and intellectual property rights in and to the Product (including, but not limited to, any titles, computer code, concepts, screen images, text and 'applets' incorporated into the Product), accompanying printed materials and any copies of the Software are owned by KEMP or its licensors. This Agreement grants you no rights to use such content other than as part of the Product.**
- 5. This Agreement is effective upon your installation of the Product and shall continue until revoked by KEMP or until the violation of any term hereof; upon termination you agree to destroy and/or delete all copies of the Product in your possession.**
- 6. LICENCE RESTRICTIONS: You acknowledge that the foregoing licence extends only to your use of the features and functionality of the Product as described in the documentation accompanying the version of the Software downloaded or Product obtained by you (the "Documentation"), and you agree not to reconfigure or modify the Product in order to enable features or functionalities different to**

those described in such Documentation or available in other KEMP products without notifying KEMP and paying the applicable Product upgrade fee. You may not: (i) reverse engineer, decompile, or disassemble the Product; (ii) modify or create derivative works based upon the Product in whole or in part; (iii) distribute copies of the Product; (iv) remove any proprietary notices or labels on the Product; or (v) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to the Product. Any use in violation of the terms in this Section shall immediately result in termination of your licence to the Product.

7. **TITLE:** You agree that no title to the intellectual property in the Product, Subscription Services (as defined) or licence keys are transferred to you. Title, ownership, rights, and intellectual property rights in and to the Product, Subscription Services, and licence keys shall remain in KEMP and/or KEMP's licensors. The Product, Subscription Services and licence keys are protected by the intellectual property laws of the United States and other countries and by international treaties.
8. **GENERAL:** The Product is provided to you at minimal charge. KEMP does not guarantee that use of the Product will be uninterrupted or error-free. You acknowledge that the performance of the Product may be affected by any number of factors, including, without limitation, technical failure of the Product, the acts or omissions of third parties and other causes reasonably beyond the control of KEMP. Certain features of the Product may not be forward-compatible with future versions of the Product and the use of such features with future versions of the Product may require the purchase of the applicable future version of the Product.
9. **AS IS SALE: YOU AGREE THAT KEMP AND ITS LICENSORS HAVE MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO YOU REGARDING THE PRODUCT AND THAT THE PRODUCT IS BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ACKNOWLEDGE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT LIES WITH YOU. SHOULD THE PRODUCT PROVE DEFECTIVE, YOU ALONE (AND NOT KEMP, THE RETAILER, OR ANY DISTRIBUTOR) ASSUME THE FULL COST OF ALL NECESSARY REPAIRS.**
10. **DISCLAIMER: KEMP DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DISCLAIMER AFFECTS YOUR LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.**
11. **Limitation on Liability. EXCEPT FOR BODILY INJURY OF A PERSON, IN NO EVENT WHATSOEVER WILL KEMP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, THE**

PRODUCT OR ANY SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR ANY LOSS OF OR CORRUPTION OF DATA, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER KEMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KEMP'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LICENCE FEES RECEIVED BY KEMP UNDER THIS LICENCE FOR THE PARTICULAR PRODUCT THAT CAUSED THE DAMAGES. Some jurisdictions do not permit the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. TERMINATION: This Agreement shall terminate automatically if you fail to comply with the terms of this Agreement. No notice shall be required from KEMP to effect such termination. You may also terminate this Agreement at any time by notifying KEMP in writing of termination. Upon any termination of this Agreement, you must uninstall and destroy all copies of the Product.

13. MISCELLANEOUS:

13.1 COMPLIANCE WITH EXPORT CONTROL LAWS: the end user agrees to fully comply with all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), as amended from time to time (collectively the "Export Control Laws"). The end user agrees not to export or re-export the Product to any parties located in any E:1 countries which are specifically prohibited under U.S. embargoes or sanctions programmes maintained by the OFAC or otherwise prohibited under the Export Control Laws. The current list of E:1 Countries is available at the following link
http://www.bis.doc.gov/index.php/forms-documents/doc_view/452-supplement-no-1to-part-740-country-groups

13.2 U.S. GOVERNMENT RIGHTS: The Product under this Agreement is a commercial computer product as this term is described in 48 C.F.R. 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer product and/or commercial computer product documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Product) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer product and/or commercial computer product documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFAR") and its successors.

13.3 GOVERNING LAW: This Agreement will be governed by the laws of the State of New York as they are applied to agreements between New York residents entered into and to be performed entirely within New York. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

13.4 ENTIRE AGREEMENT: You agree that this is the entire agreement between you and KEMP, and that it supersedes any prior agreement, whether in written or oral form, and all other communications between KEMP and you relating to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only as a writing document that is signed by the authorized representatives of both parties.

13.5 RESERVATION OF RIGHTS: All rights not expressly granted in this Agreement are reserved by KEMP.

14. INJUNCTION. Because KEMP would be irreparably damaged if the terms of this Licence Agreement were not specifically enforced, you agree that KEMP shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as KEMP may otherwise have under applicable laws.

15. INDEMNITY. At KEMP's request, you agree to defend, indemnify and hold harmless KEMP, its subsidiaries, affiliates, contractors, officers, directors, employees, agents, licensors, licensees, distributors, developers, content providers, and other users of the Product, from all damages, losses, liabilities, claims and expenses, including attorneys' fees, arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Licence Agreement or any breach of this Licence Agreement by you. KEMP reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you hereunder, and in such event you shall have no further obligation to provide indemnification for such matter.

16. TERMINATION. Without prejudice to any other rights of KEMP, this Licence Agreement and your right to use the Product may be automatically terminated without notice by KEMP if you fail to comply with any provision of this Agreement or any terms and conditions associated with the Product. In such event, you must destroy all copies of this Product and all of its component parts.

17. GENERAL PROVISIONS. You may not use, copy, modify, sublicense, rent, sell, assign or transfer the rights or obligations granted to you in this Agreement, except as expressly provided in this Agreement. Any assignment in violation of this Agreement is void, except that you may transfer your Product to another person provided that the person accepts the terms of this Licence Agreement. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of: (i) such provision under other circumstances, or (ii) the remaining provisions hereof under all circumstances. KEMP's failure at any time to enforce any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by KEMP of any provision, condition

or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of KEMP shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of KEMP. This Agreement represents the complete agreement concerning this Licence Agreement between you and KEMP.

18. ONLY APPLICABLE TO FREE LOADMASTER – The Free LoadMaster is a derivative of the LoadMaster product line with unique end user requirements.

i) The Free LoadMaster may be deployed in a production environment exclusively under the condition that no direct revenue is derived from its use.

ii) The Free LoadMaster will only continue to operate when able to Call Home to an internet-located KEMP server to provide non-personally identifiable data about the appliance configuration including usage statistics, enabled features and general configuration. KEMP expressly disclaims any liability for non-performance in the event that Call Home communication is disrupted. For more information on Call Home visit www.kemptechnologies.com/callhome

19. Subscription Grant. Subject to the terms and conditions of this Agreement KEMP hereby grants Customer a non-exclusive, non-transferable, non-assignable, limited right to use the KEMP's Subscription services during the applicable Subscription Term for personal or commercial use but retains all property rights of the services delivered. All other rights are expressly reserved by KEMP. Your subscription definition associated with your product are dictated by your agreement made with KEMP. Detailed definitions of all KEMP subscription options are available at <https://kemptechnologies.com/subscription/loadmaster-licensing/>.

If you do not agree with terms put forth above, contact your KEMP representative for further information and assistance.

Key Performance Indicators

These Key Performance Indicators are intended as templates for each customer, they may be amended as applicable to each subsequent contract, subject to the customer's requirements.

- I. The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.
- II. The Supplier is required to manage and provide the Services in such a way as to meet the KPIs.
- III. The Supplier shall monitor its performance against each Target KPI and shall send the Authority a [monthly/ quarterly] report detailing the achieved KPIs in a form and format to be mutually agreed.

The KPIs relating to this Contract are as follows: -

| Ref | Service Level | Description | Quarterly Target | Measurement | Event Grading |
|-----|---------------------------------|---|------------------|---|--|
| 1 | Turnaround Times | [LIST CATEGORIES OF TESTS AND ASSOCIATED TATS] | | | Green > 98% Amber < 98% Red < 97% Black < 95% |
| 2 | Telephone Helpdesk Availability | [Helpdesk to be open during Normal Working Hours to assist with administrative queries regarding test results. Calls to be answered promptly, in a professional manner and to resolve queries or forward them to the appropriate department for resolution] | 90% | [Helpdesk performance to be measured by callresponse times (90% of calls to be answered within [x] rings and [quarterly] service user satisfaction surveys] | Green > 98% Amber < 95% Red < 90% Black < 80% |
| 3 | Reporting | [Reports should be provided as agreed with Beneficiary] | | [Reports to be provided within 5 working days of request from a Beneficiary] | |

| | | | | | |
|---|----------------------------|---|--------|---|--|
| 4 | Data Integrity | [Data must retain its integrity] | | [Data must pass stress testing every 3 months] | |
| 5 | System Availability | [System must be available at 24/7, 365 days a year] | 99.99% | [System performance to be measured by system reports] | |

1 Monitoring Performance

1.1 Performance by the Supplier against each KPI shall be graded as follows:

| | |
|--------------------|--|
| Green Event | Meets the KPI |
| Amber Event | Some failure to meet the KPI which requires closer monitoring and plans for corrective action. |
| Red Event | Material failure to meet the KPI |
| Black Event | Significant failure to meet the KPI |

1.2 The Supplier shall provide the Authority with a [monthly/ quarterly] performance report detailing its performance in respect of each of the Service Levels.

1.3 The Contract Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and the provision of the Services. Such meetings shall be minuted by the Supplier's Contract Manager and copies of those minutes shall be circulated to and approved by both parties.

1.4 Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.

1.5 The Authority and the Supplier shall review the KPIs every [three (3) months] throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

2 Service Level Failure

2.1 A Service Level Failure shall occur where, in any one-month period:

| | |
|--------------------|-----------------------------|
| Red Event | Registered against two KPIs |
| Black Event | Registered against one KPI |

Service Credits

- 2.2 If there is a Service Level Failure, the Supplier shall:

2.2.1 notify the Authority immediately of the Service Level Failure;

2.2.2 otherwise than in the occurrence of a Relief Event, automatically credit the Authority with the applicable service credits as described below ("**Service Credits**");

2.2.3 provide the Authority with a draft remediation plan which sets out the steps to be taken by the Supplier in order to remedy the Service Level Failure and prevent recurrence ("**Remediation Plan**");

2.2.4 deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring; and

2.2.5 carry out the actions identified in Remediation Plan in accordance with its terms.

2.3 Other than in the following circumstances:

2.3.1 Any negligent act or omission of the Authority;

2.3.2 Any breach of an express provision of this Contract by the Authority;

2.3.3 Any Force Majeure Event;

If there is a Service Level Failure, the Authority shall be entitled to a Service Credit equal to [2% of the Contract Price] (based on the Fixed, Semi Fixed and Variable Costs), payable for affected service element(s) in that Month period.

2.4 Service Credits shall either be shown as a deduction from the amount due from the Authority to the Supplier in the next invoice then due to be issued under this Contract, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within thirty (30) Business Days of issue of the credit note. The parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Authority.

The aggregate Service Credits for any month shall be capped at [three (3) Service Credits or 6% of the Contract Price payable for that month]

Relief Event means

- (i) any breach of any express provision of this Contract by the Authority including without limitation an obligation to comply with the Authority's obligations;
- (ii) any negligent act or omission of the Authority;
- (ii) any Force Majeure Event

Kemps Standard Business Hours

The following table outlines Kemp's standard business hours:

| Region | Hours of Operation | Hardware (RMA) | Web Support | Phone Support |
|-----------|--|----------------|-------------|---------------|
| America's | 8AM - 9PM EST, Monday to Friday 7:30AM - 5:30PM GMT, Monday to Friday | | | |
| EMEA | Friday | | | |
| APAC | 8 AM - 6PM SST, Monday to Friday | | | |

Service Plan

| | | | |
|------------------|--|-------------------------|-------------------------|
| Standard | Replacement within two (2) weeks of receipt of failed unit. In advance replacement. | Standard Business Hours | Standard Business Hours |
| Enterprise | From time of confirmed diagnosis, replacement unit ships next business day. Add-on purchase of a Kemp Cold Spare appliance. Enterprise Support Subscription at an additional charge. See the Geographic Limitations and Relocation section. | Standard Hours | 24 x 7 Business |
| Enterprise Plus | In advance replacement. From time of confirmed diagnosis, replacement unit ships next business day. Add-on purchase of a Kemp Cold Spare appliance. Enterprise Support Subscription at an additional charge. See the Geographic Limitations and Relocation section. Kemp provides extensive support for WAF, for further details please refer to Note 1 underneath this table. | Standard Business Hours | 24 x 7 |
| ECS | In advance replacement. From time of confirmed diagnosis, replacement unit ships next business day. Add-on purchase of a Kemp Cold Spare appliance. Enterprise Support Subscription at an additional charge. See the Geographic Limitations and Relocation section. | Standard Business Hours | 24 x 7 |
| Mission Critical | In advance replacement. From time of confirmed diagnosis, replacement unit ships next business day. Add-on purchase of a Kemp Cold Spare appliance. Customer ability to self-identify severity levels 1, 2 and 3. Escalation management for Severity 1 critical situation with scheduled updates every step of the way. See the Geographic Limitations and Relocation section. | Standard Business Hours | 24 x 7 |
| Basic | Replacement within two (2) weeks of receipt of failed unit. In advance replacement. | Standard Business Hours | Standard Business Hours |
| Premium | From time of confirmed diagnosis, replacement unit ships next business day. In advance replacement. From time of confirmed diagnosis, replacement unit ships next business day. | Standard Business Hours | 24 x 7 |
| Premium Plus | Add-on purchase of a Kemp Cold Spare appliance. See the Geographic Limitations and Relocation section. | Standard Business Hours | 24 x 7 |

Note 1: When you are deploying WAF in front of your applications, the Customer Support team will provide guidance on installation, implementation, tuning assistance and associated WAF rules. When troubleshooting is required, the Customer Support team is on-hand to assist in debug, diagnose and remedial action. If migrating to the Kemp WAF, the Customer Support team will provide support and guidance on the appropriate WAF configuration to suit your application needs. If you are looking to do something custom (e.g. allow a URL file extension type, ensure only username/password are submitted to login form in POST requests), please avail of one of our Professional Services to assist

Exclusions: The only exclusions to the above information relates to components and consumables such as pluggable transceivers purchased through Kemp. All of these components have a 12 month warranty associated from time of purchase.

Appendix 11

Subcontractors

AN Security Ltd

Advanced Network Security Limited
Central 40, Chineham Business Park Basingstoke,
Hampshire, RG24 8GU

Kemp Technologies

Corporate HQ) 989 Sixth Ave
New York, NY 10018

