

Customer Order Form ("Agreement")		V15.3 REP:	HEALTHTEXT						
THE COMPANY: Spotler Limited – Of 3 The Billings, Walnut Tree Close, Guildford, Surrey, GU1 4 UL, Company Number: 5419529									
THE CUSTOMER									
Company Name: Health Education England (External Account)		PO# if Required:							
Company registered number: N/A		Invoice address: T73 payable F485 Phoenix House Topcliffe Lane Tingley Wakefield WF3 1WE United Kingdom							
Registered Address: 1st Floor, Blenheim House, Duncombe Street, Leeds, LS1 4PL		Purchase Ledger Contact name: [REDACTED]							
Principal User: [REDACTED]		Phone number: [REDACTED]							
Phone number: [REDACTED]		Email address: [REDACTED]							
Email address: [REDACTED]		Email address: [REDACTED]							
SOFTWARE									
To be accessed on the relative Web Address with associated levels of functionality and processing volume as specified in the schedule 1 attached. User Agreement - The terms of use of the software are available at www.spotler.co.uk/user-agreement . By both Signing this Customer Order form or accessing the software you agree to be bound by these terms of use.									
CONTRACT TERM									
Contract Term – 12 months Effective from 21/10/2022 This contract supersedes all previous Pure360 Contracts									
This Agreement will automatically extend for Further Terms of 12 months at each renewal date as detailed above and each subsequent Further Term unless either written notice to the other at least 30 days prior to the beginning of any Further Term to terminate this Agreement. The contract fees will be increased at the start of any Further Term by a percentage interpreted from the Consumer Prices Indexes at the start of the previous term and in the month prior to the new Further Term.									
FEES, INVOICING & PAYMENT TERMS									
Invoices will be sent by email to the Invoice address above. Fee Currency GBP£ Payment method: Direct Debit / BACS									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px; vertical-align: top;"> Software Provision - <div style="background-color: black; width: 50px; height: 20px; margin-bottom: 5px;"></div> per month <div style="background-color: black; width: 50px; height: 20px; margin-bottom: 5px;"></div> per month <div style="background-color: black; width: 50px; height: 20px; margin-bottom: 5px;"></div> per month <div style="background-color: black; width: 50px; height: 20px; margin-bottom: 5px;"></div> per month <div style="background-color: black; width: 50px; height: 20px; margin-bottom: 5px;"></div> per month total (Discounted from List Price of £[REDACTED]) </td> <td style="width: 33%; padding: 5px; vertical-align: top;"> Please also Schedule 1 pricing grid Pure Software Access – Included X4 Profiles Additional Profiles – X9 Contracted email credits – 1 Million Per Annum Unlimited logins </td> <td style="width: 33%; padding: 5px; vertical-align: top;"> The value of the contract is £[REDACTED] Full total of the contract is due </td> </tr> <tr> <td style="padding: 5px;">Payment Terms – Annually in Full</td> <td></td> <td style="padding: 5px;">Invoiced at least 30 days before the date on which the Licence for the month starts and payable on or before that date Invoice due prior to the month commencing</td> </tr> </table>				Software Provision - <div style="background-color: black; width: 50px; height: 20px; margin-bottom: 5px;"></div> per month <div style="background-color: black; width: 50px; height: 20px; margin-bottom: 5px;"></div> per month <div style="background-color: black; width: 50px; height: 20px; margin-bottom: 5px;"></div> per month <div style="background-color: black; width: 50px; height: 20px; margin-bottom: 5px;"></div> per month <div style="background-color: black; width: 50px; height: 20px; margin-bottom: 5px;"></div> per month total (Discounted from List Price of £[REDACTED])	Please also Schedule 1 pricing grid Pure Software Access – Included X4 Profiles Additional Profiles – X9 Contracted email credits – 1 Million Per Annum Unlimited logins	The value of the contract is £[REDACTED] Full total of the contract is due	Payment Terms – Annually in Full		Invoiced at least 30 days before the date on which the Licence for the month starts and payable on or before that date Invoice due prior to the month commencing
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The Company will invoice the customer as specified above along with any Payment Admin Fees, VAT, approved expenses and any other appropriate taxes. Failure to remit any of the fees by the due date may result in suspension of service until payment is received. Collection Agent: Spotler Limited									
AGREEMENT									
We hereby agree to the terms set out above and overleaf. By signing this Agreement, the Customer warrants and agrees that: (i) it has read all the terms and conditions available at www.spotler.co.uk/user-agreement and in particular clauses 14 and 15, (ii) it is entering into this Agreement in the course of its business and requires the Software for use in the course of its business, and (iii) it has selected the Software using its own skill and judgement and has not relied on any representation made by or on behalf of the Company.									
Signed for and on behalf of the Customer		Signed for and on behalf of the Company							
Name: [REDACTED]		Name: [REDACTED]							
Position: [REDACTED]		Position: [REDACTED]							
Signature Date: [REDACTED]									
PLEASE POST THE ORIGINAL SIGNED AGREEMENT TO THE COMPANY AT THE ADDRESS ABOVE									

Schedule 1

1. Software Description – SaaS provision of Pure360 eMarketing Suite. Functionality and Volumes for the contracted period and amount

Software Provision - Monthly Tech Fee £[REDACTED] to include -

Product Items	Spotler Pure Monthly List Price	Total Monthly Offer Price
Pure360 Access – X4 Profiles	£ [REDACTED]	£ [REDACTED]
Email Credits – 1 Million per annum	£ [REDACTED]	£ [REDACTED]
Additional Profiles x9	£ [REDACTED]	£ [REDACTED]
Unlimited Logins	£ [REDACTED]	£ [REDACTED]
TOTAL	£ [REDACTED]	£ [REDACTED]

Email Credits Allocated Annually –

Email credits - Annual allowance to be added day one of the contract term but paid for over 12 equal months. Any remaining and unused email credits will not be carried over into the new contract term. At contract renewal, subject to no required change, the email allowance will be added afresh as per the allowance of this contract.

Data Retention

Regardless of the Volume Banding the Company will retain data pertaining to the results of the Customer's use of the Software for upto 2 consecutive years before archiving.

Web address for access – [REDACTED]

Signed for and on behalf of the Customer	Signed for and on behalf of the Company
Name : [REDACTED] Position : [REDACTED]	Name : [REDACTED] Position: [REDACTED]
Date: [REDACTED]	Date: [REDACTED]