

Order Form

Framework agreement reference: SBS / 19 / AB / WAB / 9411

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|----------------------|-------------------|---------------------|--|
| Date of order | 16/10/2023 | Order Number | DDaT23342 To be quoted on all correspondence relating to this order. |
|----------------------|-------------------|---------------------|--|

FROM

| | | |
|--------------------|---|-------------------|
| Customer | UK Research and Innovation (UKRI) | "Customer" |
| Customer's Address | Polaris House, N Star Ave, Swindon SN2 1FL | |
| Invoice Address | Polaris House, N Star Ave, Swindon SN2 1FL | |
| Contact Ref: | Name: Commercial Manager Address: Polaris House, N Star Ave, Swindon SN2 1FL [REDACTED] | |
| | | |

TO

| | | |
|--------------------|---|-------------------|
| Supplier | Softcat PLC | "Supplier" |
| Supplier's Address | Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW, UK | |
| Account Manager | Name: [REDACTED] e-mail: [REDACTED] | |

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| 1. TERM |
| (1.1) Commencement Date This contract will commence on 28 th October 2023 |
| (1.2) Expiry Date The initial 3-year term of this Call-Off Contract shall expire on 31 st October 2026 There is the option for the Contracting Authority to utilise two 12-month extensions, if utilised, the expiry of this contract including all optional extensions will be 31st October 2028. |

DDaT23342

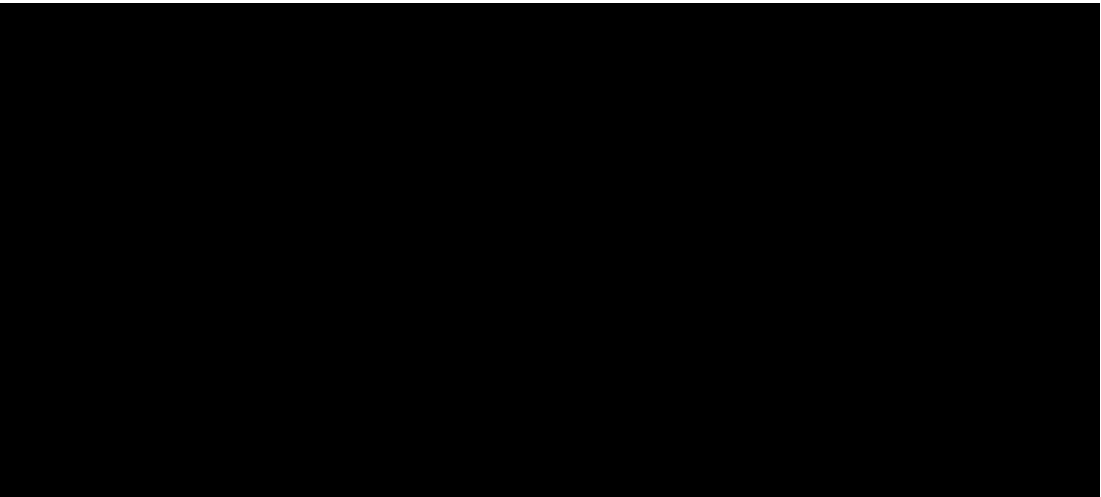
The Supplier will provide the contracting authority with Salesforce Licencing and Support, as per the below schedule.

The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.

The Supplier will provide the contracting authority with Salesforce Licencing and Support, as per the below schedule.

| Part Number | Description | Quantity | Year 1 Price | Year 2 Price | Year 3 Price | Total price for 3 years |
|---|-------------|----------|--------------|--------------|--------------|-------------------------|
| Licences | | | | | | |
| | | | | | | |
| TOTAL | | | | | | £ 3,839,666.67 |
| (2.2) Premises | | | | | | |
| N/A | | | | | | |
| (2.3) Lease/ Licenses | | | | | | |
| N/A | | | | | | |
| (2.4) Standards | | | | | | |
| N/A | | | | | | |
| (2.5) Security Requirements | | | | | | |
| Security Policy | | | | | | |
| N/A | | | | | | |
| Additional Security Requirements | | | | | | |
| N/A | | | | | | |
| Processing personal data under or in connection with this contract | | | | | | |
| No | | | | | | |

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| (2.6) Exit Plan (where required) |
| N/A |
| (2.7) Environmental Plan |
| No |

| 3. SUPPLIER SOLUTION | | | | |
|---|--|-------|-------|------------------------|
| (3.1) Supplier Solution | | | | |
| The Supplier will provide the contracting authority with Salesforce Licencing and Support, as per the below schedule. | | | | |
| <u>Salesforce Innovate UK Marketing</u> | | | | |
| Services | | | | |
| | | Order | Order | Order Term months)* |
|  | | | | 36 |
| | | | | 36 |
| | | | | 36 |
| | | | | 36 |
| | | | | 36 |
| | | | | 36 |
| | | | | 36 |
| | | | | 36 |

Usage Details

By Account

| |
|------------|
| Quantity |
| 3,000 |
| 30,000,000 |

| Quantity |
|------------|
| 500,000 |
| 18,000,000 |
| 45,000 |

| Order Term (months)* |
|-------------------------|
| 36 |
| 36 |
| 36 |

Services

| Order Term months)* |
|---------------------------|
| 36 |
| 36 |
| 36 |
| 36 |
| 36 |
| 36 |
| 36 |

Usage Details

By Account

Salesforce Innovate UK Core

Services

| | Order Term (months)* |
|--|----------------------------|
| | 36 |
| | 36 |
| | 36 |
| | 36 |
| | 36 |
| | 36 |
| | 36 |
| | 36 |
| | 36 |
| | 36 |

| Part Number | Description | Quantity | Year 1 Price | Year 2 Price | Year 3 Price | Total price for 3 years |
|--|-------------|----------|--------------|--------------|--------------|-------------------------|
| Licences | | | | | | |
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| TOTAL | | | | | | £ 3,839,666.67 |
| (3.2) Account structure including Key Personnel | | | | | | |
| Customer: | | | | | | |
| Name: | | | | | | |
| e mail: | | | | | | |
| Name: | | | | | | |
| e mail: | | | | | | |
| (3.3) Sub-contractors to be involved in the provision of the Services and/or Goods. | | | | | | |
| N/A | | | | | | |
| (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**

N/A

(4.2) Service Levels and Service Credits

N/A:

5. PRICE AND PAYMENT

The total value of this contract including all optional extensions and contingency increases is £9,500,000.00 excluding VAT.

The total value of the initial 3-year commitment outlined under this contract is £3,839,666.67 excluding VAT

| Part Number | Description | Quantity | Year 1 Price | Year 2 Price | Year 3 Price | Total price for 3 years |
|-------------|-------------|----------|-----------------|-----------------|-----------------|----------------------------|
|-------------|-------------|----------|-----------------|-----------------|-----------------|----------------------------|

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|--------------|--|--|--|--|--|-----------------------|
| TOTAL | | | | | | £ 3,839,666.67 |
|--------------|--|--|--|--|--|-----------------------|

The value of the 2 optional 12-month extensions is estimated to be £1,250,000.00 ex VAT per year however is subject to increase in cost in line with the CPI index.

(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, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

Please ensure that the Purchase Order number is quoted on all invoicing. Invoices to be submitted to: UK Shared Business Services, Polaris House, Swindon, Wiltshire, SN2 1FF. Emails sent to: accounts@iuk.ukri.org

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| 6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES |
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(6.1) Supplemental requirements**Salesforce Innovate UK Marketing Quote Special Terms**

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.

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 03251253, (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). 03251253, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

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 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."

Salesforce Innovate UK Marketing Product Special Terms

SSL Certificate

Customer understands that SSL Certificate cannot be provisioned until Sender Authentication Package (SAP) provisioning is complete. Customer shall work with SFDC and provide timely cooperation to complete the SAP provisioning, and understands that SSL Certificate provisioning may take up to 4 weeks after SAP is provisioned.

NOTICE - Overage Billing

Overage fees are billable monthly, in arrears.

NOTICE - Mobile Messaging

Customer acknowledges and agrees to indemnify, defend, and hold Salesforce, aggregators (as defined in the applicable Security, Privacy, and Architecture Documentation), and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of SMS and MMS messaging or Customer Data sent via SMS and MMS messaging. ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE. Note: Only first instance messages (e.g., STOP, QUIT, CANCEL, END, UNSUBSCRIBE as the first word), as described in the Documentation, will stop recipients from receiving messages.

SMS/MMS Mobile Messages

A detailed description of SMS/MMS Mobile Messages and how they may be used, including the corresponding multipliers by market, can be found at <https://sfdc.co/mc-multipliers>. The following terms apply to this product: NOTICE - Overage Billing. For Customers with Contract Start Dates beginning on or after May 17, 2022: Multipliers are subject to change upwards or downwards at any time, notwithstanding anything to the contrary in the Main Services Agreement. SFDC will provide Customer with at least 30 days' notice of any increase in multipliers, and any such increase will not apply until after the expiration of the applicable notice period.

Super Messages - Excluding SMS/MMS

A detailed description of Super Messages - excluding SMS/MMS, and how they may be used, can be found at <https://sfdc.co/mc-multipliers>.

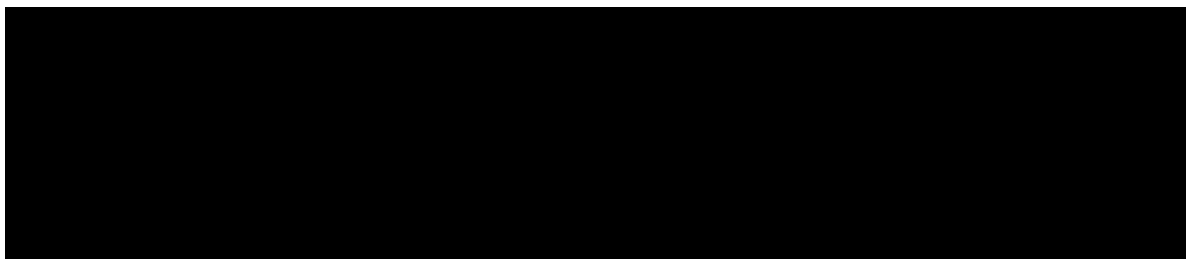
Salesforce Innovate Enterprise Edition Quote Special Terms

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.

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 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."

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 03250976, (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). 03250976, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Tenant Information



Salesforce Mulesoft Quote Special Terms

Any increase in subscription pricing (excluding support and resource-based Services) for the first 1 renewal terms will not exceed 5% over the subscription pricing in the immediately preceding term, provided that (a) for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) each renewal term is one year. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, 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.

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 03251256, (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). 03251256, 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).

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Customer shall not disclose the pricing or terms hereunder to any third party without Salesforce's prior written consent. Customer shall safeguard all such information with the same or greater degree of care as it uses to safeguard its own confidential or proprietary information (but no less than reasonable care). Customer shall, upon becoming aware of any unauthorized disclosure of such information, promptly notify Salesforce of, and provide reasonable assistance to Salesforce in remedying, such disclosure.

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."

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/software-order-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 Mulesoft Product Special Terms

NOTICE - Overage Billing

Overage fees are billable monthly, in arrears.

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.

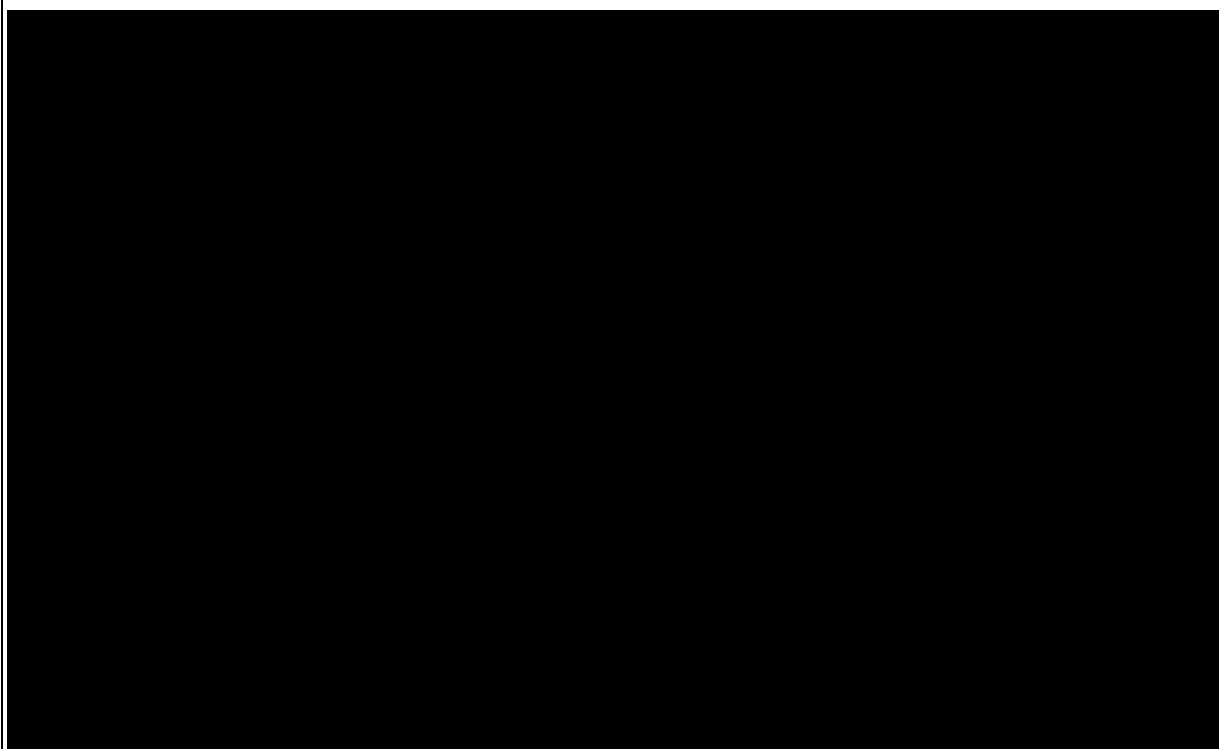
MuleSoft Software

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.

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.

Tenant Information



Salesforce Innovate UK Core Quote Special Terms

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 - Enterprise Edition (Restricted Use) subscriptions ordered hereunder at pricing of £19.47/User/Month 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): 10 Custom Objects, Accounts and Contacts, full access to Cases object, Read-only on Knowledge; (2) be limited to no more than 22 hours usage limit, per month. Customer back office staff who spend less than 50% of their working time facing the public or customers. 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.

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 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."

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 03254096, (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). 03254096, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Salesforce Innovate UK Core Product Special Terms

Digital Engagement

Customer acknowledges and agrees to indemnify, defend, and hold Salesforce, aggregators (as defined in the applicable Security, Privacy, and Architecture Documentation), and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of the Messaging Services or Customer Data sent via the Messaging Services. ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE. Each Messaging subscription entitles Customer to: (i) 25 conversations per month, aggregated over the Order Term; and (ii) 1000 Triggered & Bulk Messages for use in one Salesforce instance during the Order Term. Notwithstanding anything to the contrary in the Agreement, a detailed description of conversations and how they may be used can be found at: <https://sfdc.co/bLIXEm> including the corresponding multipliers by region, which are subject to change upwards or downwards over time. In order to set up message types, including enablement of phone number(s) and over the top ("OTT") messaging identities (example: Facebook Messenger), as applicable, and to complete message type set up, Customer shall follow the set up instructions in Help at https://help.salesforce.com/s/articleView?id=sf.livemessage_setup.htm&type=5. To complete SMS message type set up, Customer shall follow the Messaging Set Up Instructions located at: <http://www.salesforce.com/assets/pdf/misc/livemessage-set-up.pdf>. For Customers located in the U.S. only: (i) Salesforce is entering into this Order Form on behalf of Salesforce Communications LLC; and (ii) the rates payable by Customer for Messaging are inclusive of all amounts that Salesforce must pay to any U.S. or foreign government, regulatory body, agency, commission or quasi-governmental body as a result of Salesforce providing Messaging other than U.S. sales taxes that Salesforce determines are required to be collected from Customer.

Tenant Information

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 Softcat PLC:

| |
|----------------|
| Name and Title |
| Signature |
| Date |

DDaT23342

Signed for and on behalf of UK Research and Innovation by its authorised representative

| |
|----------------|
| Name and Title |
| Signature |
| Date |

