

# Order Form

## Framework agreement reference:

Date of order	date of last signature	Order Number	
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FROM

Customer	UK Health Security Agency	"Customer"
Customer's Address		
Invoice Address		
Contact Ref:		

TO

Supplier	Softcat PLC	"Supplier"
Supplier's Address		
Account Manager		

GUARANTEE

Guarantee to be provided	N/A
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

1. TERM
(1.1) Commencement Date  01/03/2024
(1.2) Expiry Date  The Contract shall expire on 07/08/2024

<b>2. GOODS AND SERVICES REQUIREMENTS</b>
<p><b>(2.1) Goods and/or Services</b></p> <p><b>Goods</b> – N/A – Consulting hours only.</p> <p>The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.</p> <p><b>Service Profile</b> - Consulting services hours</p> <p>As detailed in Appendix 1.</p> <p style="text-align: right;"><b>Minimum Order Value</b> <span style="border: 1px solid black; padding: 2px;">£39,665.76</span></p>
<p><b>(2.2) Premises</b></p> <p>To be agreed between the Parties.</p> <p><b>(2.3) Lease/ Licenses</b></p> <p>Where any on-site meetings or services have been agreed, licence to access premises to be provided by the Customer as necessary.</p>
<p><b>(2.4) Standards</b></p> <p>N/A</p>
<p><b>(2.5) Security Requirements</b></p> <p><b>Security Policy</b></p> <p>N/A</p> <p><b>Additional Security Requirements</b></p> <p>N/A</p> <p><b>Processing personal data under or in connection with this contract</b></p> <p>NO</p>
<p><b>(2.6) Exit Plan (where required)</b></p> <p>NO</p>

<b>(2.7) Environmental Plan</b>
NO

<b>3. SUPPLIER SOLUTION</b>
<b>(3.1) Supplier Solution</b>
As detailed in Appendix 1.
<b>(3.2) Account structure including Key Personnel</b>
N/A
Key Personnel: [ <input type="checkbox"/> ]
<b>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</b>
The Supplier to sub-contract 100% of deliverables to RF-Smart (ICS).
<b>(3.4) Outline Security Management Plan</b>
As set out below:
N/A
<b>(3.5) Relevant Convictions</b>
NONE
<b>(3.6) Implementation Plan</b>
N/A

<b>4. PERFORMANCE QUALITY</b>
<b>(4.1) Key Performance Indicators</b>
N/A
<b>(4.2) Service Levels and Service Credits</b>
N/A
When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:



## 6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

### (6.1) Supplemental requirements

This Call-Off contract is subject to the relevant additional terms detailed below.

#### Intellectual Property Rights

The Customer acknowledges and agrees in writing that: (a) the Solution is the proprietary product of ICS and its affiliates, including Information & Computing Services, Inc., a Florida corporation, who is a third party provider, and all patent, copyright, trade secret and other proprietary and intellectual property rights therein are and shall remain owned solely and exclusively by ICS and its affiliates; (b) the Solution and Services are not proprietary to or owned by the Customer or Supplier and will not constitute, or be embedded or integrated into, any solutions, products, services, deliverables, or intellectual property of the Supplier, Customer or any third party; (c) Customer is only receiving access to and use of the Services and Solution which are being provided on a subscription basis only, and Customer's access and use will expire upon expiration or termination of the License; and (d) the Customer has acknowledged receipt of the license provided above.

#### Payment

Customer will make payment to Reseller of all fees owed to ICS, and Reseller will collect and remit those payments in full to ICS without offset, including all applicable taxes. Unless otherwise set forth in Appendix A of this Order Form, the payments will be due and paid by the Customer upon the date of execution of the License by ICS and Customer. If ICS does not receive timely payment, such non-payment by Reseller to ICS shall be deemed non-payment and default by Customer under the License and, in addition to all of ICS's rights and remedies under the License, ICS shall have the right to immediately suspend and/or cancel its delivery and provision of the Services and the Solution for Customer. Any past-due payments owed to ICS by Reseller will bear interest at the rate of 1.5% per month or the highest rate permitted by law, if less.

#### Termination

Unless earlier terminated pursuant to the terms of this Section, this Agreement shall be in effect for one year from the date hereof. Either party may terminate this Agreement for a material breach by the other of the terms hereof, by giving thirty (30) days prior written notice, setting forth in reasonable detail the nature of the breach, provided that the breach is not cured by the end of the notice period. Notwithstanding any provision of this Agreement to the contrary, ICS shall have no obligation to provide or continuing providing any Services or the Solution to Customer if any payments remain unpaid to ICS more than thirty (30) days after Reseller's receipt of written notice of non-payment from ICS.

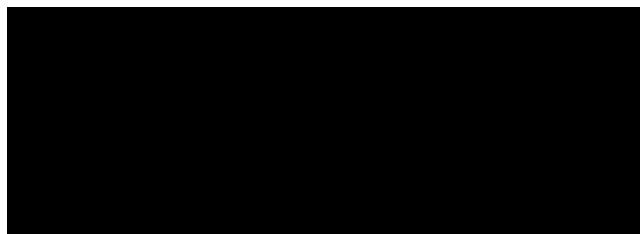
#### Liability

Except for a breach of the Supplier's obligations in relation to Intellectual Property Rights, in no event shall either party's liability for damages under this Agreement exceed the contract value in respect of Services purchased from ICS pursuant to this Agreement or include any indirect, incidental, consequential, punitive, exemplary, or special damages or any similar damages, even if it had notice thereof.

**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 Services and by signing below agree to be bound by the terms of this Contract.

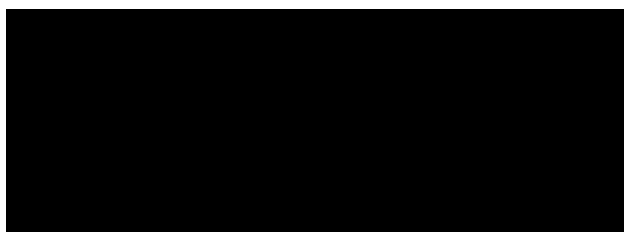
For and on behalf of the supplier:



Job Title/Role: Partner Alliance Account Manager

Date Signed: 01/03/2024

For and on behalf of the buyer:



Job Title/Role: Commercial Lead

Date Signed: 29/02/2024

Appendix 1

SOW

