

ORDER DOCUMENT

SEMAPHORE BUSINESS TERM SUBSCRIPTION

MarkLogic Corporation (“We”, “Us” or “Our”)

Order for **National Institute for Health and Care Excellence** (“NICE”, “You” or “Your”)

Offer valid through: **April 30, 2023**

Proposed by: [REDACTED]

Subscriber Information

Business contact:

[REDACTED]
Level 1 City Tower, Piccadilly Plaza
Manchester, M1 4BT
United Kingdom

Invoice To:

Invoice Company: [REDACTED]

Invoice Contact Email: [REDACTED]

1. The Contractor shall send all invoices, clearly quoting the contract number, to either:
 - a) Hard Copy to [REDACTED],
 - b) As a PDF to [REDACTED]
 - c) Or the Contractor can register with [REDACTED] to send invoices electronically and have access to [REDACTED] updates of the progress of invoices.
2. Payments will be made on the basis of invoices presented by you. If NICE believes that an invoice contains errors, then NICE shall notify you in writing within five (5) business days of receipt of the invoice. If appropriate, then you shall issue a corrected invoice.
3. You shall keep accurate books and records in respect of the Services for a period of Seven (7) years from the completion of the Services and, if requested in writing by NICE with ten (10) business days advance notice allow them to be electronically inspected within that period, subject to a continuing obligation of confidentiality.

Terms and Conditions

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This signed Order Document in association with 1) Software License and Services Agreement (“SLSA”) between You and Us, dated [REDACTED] and 2) the Annual Semaphore Maintenance and Support Services Subscription (“SMSS”), contract number [REDACTED] sets out the basis upon which We will license and subscribe Semaphore to You. Any different or special terms in this Semaphore Order Document take precedence over the SLSA and the SMSS.

Contract Start Date: Effective Date

Initial Term: **3 years**

Term renewal: Automatic until expiry or termination

Renewal Term: **1 year**

Final Total Usage Fee includes Licensing and Annual Subscription (includes support & maintenance service)

Payment Method: BACS

Payment Terms: 30 days

Invoice Method: As above

Amounts do not include any duties or taxes

Invoice period: **Annually, per Payment Schedule**

Invoice Currency: **USD**

Purpose

The Semaphore modules detailed in this order are licensed for providing Enterprise Intelligence to You. Semaphore is an Enterprise Semantic platform for use with information solely owned, licensed or controlled by You. Using Semaphore allows You to (dependent on the modules You have licensed, as detailed in this Order Document) manage semantic models, classify text, extract facts, harmonise, enrich and manage metadata as well as power contextual user experience.

This license does not permit the processing of information on behalf of any other corporate entity.

Legal Jurisdiction

Courts of **California**

Purchase Order Process (Customer to fill in)

Are You required to issue a PO prior to payment? Yes ☒ No ☐ [REDACTED]

Customer agrees to pay the charges on-time regardless of any internal PO processes. PO must be provided in a timely manner to support payment due date.

Products

Product (see definitions on last pages)	Annual Usage Fee
Model	
[REDACTED]	\$ [REDACTED]
Semantic Processing Modules	
[REDACTED]	\$ [REDACTED]
Additional Packs for [REDACTED]	
[REDACTED]	\$ [REDACTED]

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Total Annual Usage Fee	\$ [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Final Total Annual Usage Fee	[REDACTED]
Final Total 3-Year Term Usage Fee	\$168,480
Payment Terms:	
[REDACTED]	
Any amount payable by Customer hereunder which is past due shall be subject to a late payment charge equal to the lower of 1.5% per month or the highest lawful rate. For purposes of clarity, the Final Total 3-Year Term Usage Fee set forth herein shall be due and payable irrespective of any termination of the Agreement prior to the expiration of the License Period.	3-year term paid annually as follows:
	Invoice for Year 1 will be issued upon signature and due within 30 days of the applicable MarkLogic invoice
	Invoice for Year 2 will be due within one year from the Effective Date
	Invoice for Year 3 will be due within two years from the Effective Date
License Period; Renewal	Invoice for Year 4 will be due within three years from the Effective Date
The term of the license to the Software granted to Customer is for a non-cancellable, period of three (3) years from the Effective Date (the "License Period"), subject to the termination rights set forth in the Agreement.	Invoice for Year 5 will be due within four years from the Effective Date
Customer may renew the product set outlined in the Products section for a period of one (1) year in the amount of [REDACTED] for Year 4 and for an additional period of one (1) year in the amount of [REDACTED] for Year 5.	

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Contract Special Terms

PROCESSING CAPACITY ADVISORY AND FAIR USE OF APIs

You have provided information to Us regarding Your information volume and other metrics for capacity planning and processing performance considerations for Your Subscription. The assumptions that have been made are based on the provided information and detailed in the associated Order Document.

[REDACTED]

You may increase the environment size, with a consequent increase in cost, such increase being notified to You and subject to Your agreement.

[REDACTED]

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Upon signature by Customer and submission to MarkLogic, this Order Document shall become legally binding and governed by the Agreement between You and Us. We will raise an invoice upon your signature of this Order Document.

This Order Document is effective as of the last date of signature by a party below ("Effective Date").

For and on behalf of **NICE (Contract Manager):**

Signature: _____

Name: _____

Business Title: Information Architect

Date: 21 Apr 2023

For and on behalf of **MarkLogic:**

Corporate Controller

~~21 Apr 2023~~

For and on behalf of **NICE (Budget Holder):**

Signature: _____

Name: _____

Business Title: Programme Director,
DIT Strategy & Governance

Date: 21 Apr 2023

For and on behalf of **NICE (Procurement):**

Procurement Manager

21 Apr 2023

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Product definitions

Modelling

[illegible]

If You wish to use any functionality included in a higher modelling tier, then You need to license the higher tier. Upon upgrade, We cancel the existing annual lease term and restart a new annual lease term from the date the new services are provided, starting a new annual lease period.

Semantic Processing Modules

[illegible]

For Configurations larger than this You may upgrade to Semaphore Enterprise.

For the Annual Usage Fee we credit the unused portion of the year against Semaphore Enterprise Lease fee.

Product documentation describing the detailed functionality of each component is available at <https://portal.smartlogic.com>

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Semaphore Entry Level

[REDACTED]

Entry Level includes:

[REDACTED]

Subscription Does NOT include:

Any professional service need to install and implement Semaphore

[REDACTED]

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Other definitions

"Server" is a physical or virtual system capable of running server software. A hardware partition/blade is each considered to be a Server.

"Processor/CPU" is a physical chip that resides in a physical socket of a hardware partition/blade and contains one or more physical Cores.

"Core" is a processing unit within a Processor/CPU. One or more Cores may exist within a Processor/CPU. Each Core may include one or more co-processors (e.g. math or graphics co-processors) associated with that Core.

"Production" means the software license is to be used in an environment where the CPU Core is receiving production only requests/traffic directly.

"Non-Production Environment" servers and corresponding software set-up used for disaster recovery, Standby, development, quality assurance or user-acceptance testing. The data processed or produced in such environment is not receiving requests/traffic directly and shall not be transferred or used in the production systems.

"Standby" means a standby environment that is activated and receives Production transactions if the Production environment fails, is inactive or can't receive production requests/traffic.

"Disaster Recovery" means a separate disaster recovery environment that is activated and receives Production transactions if the Production environment fails, is inactive or can't receive production requests/traffic.

"Module" any software component licensed "per module" can be installed on as many servers and cores as required.

"Instance" can be run by loading the Software into memory and executing one or more of its instructions and is considered to be running, whether or not its instructions continue to execute, until it is removed from memory.



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Relationship Duration	Yes (%)
People who have been in a relationship for 10 years or more	80
People who have been in a relationship for less than 10 years	70

[illegible]

A horizontal bar chart titled 'U.S. should take action to address climate change' showing the percentage of respondents who believe the U.S. should take action to address climate change, broken down by age group. The x-axis represents the percentage from 0 to 100. The y-axis lists the age groups. The bars show that the majority of respondents in all age groups believe the U.S. should take action, with the highest percentage in the 18-29 age group.

Age Group	Percentage
18-29	88%
30-49	85%
50-69	82%
70+	78%
Don't know	7%

Administration	Percentage
Current Administration	85%
Previous Administration	15%

[illegible][illegible]

[REDACTED]
