

## Order Form

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

<b>Date of order</b>	<b>Monday 13<sup>th</sup> March 2023</b>	<b>Order Number</b>	<b>DDaT23132</b> To be quoted on all correspondence relating to this Order
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### FROM

<b>Customer</b>	<b>UK Research and Innovation (UKRI)</b> "Customer"		
<b>Customer's Address</b>	Science and Technology Facilities Council Rutherford Appleton Laboratory Harwell Campus Didcot Oxford OX11 0QX		
<b>Invoice Address</b>	[REDACTED] UK Research and Innovation (UKRI) C/O UK Shared Business Services Ltd Polaris House North Star Avenue Swindon Wiltshire SN2 1UH		
<b>Contact Ref:</b>	<b>Name:</b>	[REDACTED]	
	<b>Address:</b>	Science and Technology Facilities Council Rutherford Appleton Laboratory Harwell Campus Didcot Oxford OX11 0QX	
	<b>Phone:</b>	[REDACTED]	
	<b>e-mail:</b>	[REDACTED]	

### TO

<b>Supplier</b>	<b>XMA Limited</b> "Supplier"		
<b>Supplier's Address</b>	XMA Limited Wilford Industrial Estate Ruddington Lane Wilford Nottingham Notts NG11 7EP United Kingdom		
<b>Account Manager</b>	<b>Name:</b>	[REDACTED]	
	<b>Address:</b>	XMA Limited Wilford Industrial Estate Ruddington Lane Wilford Nottingham Notts NG11 7EP	
	<b>Phone:</b>	[REDACTED]	
	<b>e-mail:</b>	[REDACTED]	

**GUARANTEE**

Guarantee to be provided	No
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<b>1. TERM</b>
<b>(1.1) Commencement Date</b>
This contract will commence on Monday 13 <sup>th</sup> March 2023
<b>(1.2) Expiry Date</b>
The Contract shall expire on Thursday 12 <sup>th</sup> March 2026, which is 36 Months after the Commencement Date.

<b>2. GOODS AND SERVICES REQUIREMENTS</b>
<b>(2.1) Goods and Services</b>
<p>This contract is for the provision of a Nvidia/Mellanox Cumulus Upgrade as per Annex A below which comprises the following:</p> <ul style="list-style-type: none"> <li>• [REDACTED] Cumulus Licenses for Onyx Switches [REDACTED]</li> <li>• [REDACTED] - 2 Years Cumulus Support to align with existing Onyx Support Contract</li> <li>• [REDACTED] - Cumulus Licenses for Onyx Switches [REDACTED]</li> <li>• [REDACTED] - 2 Years Cumulus Support to align with existing Onyx Support Contract</li> <li>• [REDACTED] - Cumulus Licenses for Onyx Switches [REDACTED]</li> <li>• [REDACTED] - 2 Years Cumulus Support to align with existing Onyx Support Contract</li> <li>• [REDACTED] - NetQ licenses - 3 Year Support [REDACTED]</li> <li>• [REDACTED] - Mellanox Installation Services (includes installation, configuration, implementation and Proof of Concept)</li> </ul> <p>The Customer agrees to purchase all of its requirements for the Goods and Services or equivalent Goods and Services from the Supplier.</p>

<b>(2.2) Premises</b>
<p>Science and Technology Facilities Council  Rutherford Appleton Laboratory  Harwell Campus  Didcot  Oxford  OX11 0QX</p>
<b>(2.3) Lease / Licenses</b>
N/A
<b>(2.4) Standards</b>
N/A
<b>(2.5) Security Requirements</b>
<b>Security Policy</b>
N/A

<b>Additional Security Requirements</b>
N/A
<b>Processing personal data under or in connection with this contract</b>
NO
<b>(2.6) Exit Plan (where required)</b>
NO
<b>(2.7) Environmental Plan</b>
NO

<b>3. SUPPLIER SOLUTION</b>
<b>(3.1) Supplier Solution</b>
N/A
<b>(3.2) Account structure including Key Personnel</b>
Key Personnel:
<b>Customer:</b>
<b>Name:</b> [REDACTED]
<b>e-mail:</b> [REDACTED]
<b>Supplier:</b>
<b>Name:</b> [REDACTED]
<b>e-mail:</b> [REDACTED]
<b>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</b>
N/A
<b>(3.4) Outline Security Management Plan</b>
N/A
<b>(3.5) Relevant Convictions</b>
N/A
<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
If the level of performance of the Supplier during the Contract Period:
(i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or
(ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.

<b>5. PRICE AND PAYMENT</b>
<b>(5.1) Contract Price payable by the Customer in accordance with the commercial</b>

**schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))**

Total value of this contract shall not exceed £157,859.51 excluding VAT as per Annex A below.

#### **(5.2) Invoicing and Payment**

**The Supplier shall issue an invoice with the valid purchase order number. 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 Research and Innovation (UKRI), C/O UK Shared Business Services Ltd, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1UH. Emails to be sent to:

#### **6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES**

##### **(6.1) Supplemental requirements**

N/A

**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 XMA Limited:**

Name and Title	
Signature	
Date	10 March 2023

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

Name and Title	
Signature	
Date	

The Supplier shall provide the required goods and services in line with the below Quotation.

Unit Price	Qty	Total
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Cumulus Upgrade

**Nvidia/Mellanox Cumulus Upgrade**  
Comprises:  
Cumulus Licenses for Onyx Switches  
2 Years Cumulus Support to align with existing Onyx Support Contract  
Cumulus Licenses for Onyx Switches  
2 Years Cumulus Support to align with existing Onyx Support Contract  
Cumulus Licenses for Onyx Switches  
2 Years Cumulus Support to align with existing Onyx Support Contract  
NetQ licenses - 3 Year Support  
Mellanox Installation Services (includes installation, configuration, implementation and Proof of Concept)

£		£	157,859.51
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Total	£	157,859.51
VAT	£	31,571.91
Grand Total	£	189,431.42

All HPC Nodes are built to order - Lead time is 12-16 weeks from receipt of order

Errors and Omissions Excluded

Consumable Items, such as but not limited to, batteries,tapes and media are subject to standard manufacturers warranty terms

XMA Ltd, 7 Handley Page Way, Colney Street, St Albans, Herts. AL2 2DQ

Customer Confidential