



Order Form Number: [REDACTED]  
Valid Until: 10/21/2022

Zoom Video Communications Inc. ('Zoom')  
55 Almaden Blvd, 6th Floor  
San Jose, CA

<b>Billed To</b>  <b>Customer:</b> NICE - National Institute for Health and Care <b>Account Legal Name:</b> NATIONAL INSTITUTE FOR HEALTH & CARE EXCELLENCE <b>Contact Name:</b> [REDACTED] Level 1A City Tower Piccadilly Plaza London, M1 4BT, United Kingdom <b>Email Address:</b> [REDACTED] <b>Phone:</b> NA- Did not want to provide	<b>Sold To</b>  <b>Customer:</b> NICE - National Institute for Health and Care <b>Account Legal Name:</b> NATIONAL INSTITUTE FOR HEALTH & CARE EXCELLENCE <b>Contact Name:</b> [REDACTED] Level 1A City Tower Piccadilly Plaza London, M1 4BT, United Kingdom <b>Email Address:</b> [REDACTED] <b>Phone:</b> NA- Did not want to provide
<b>Auto Renew:</b> No <b>Initial Paid Subscription Term:</b> 12 Month <b>Paid Period Start Date:</b> 10/20/2022	<b>Billing Method:</b> Email <b>Currency:</b> GBP <b>Payment Term:</b> Net 30

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Zoom One Enterprise Annual	Annual	450	GBP [REDACTED]	GBP [REDACTED]
Zoom Phone Monthly Usage - overage fee	Month	NA	NA	NA
Zoom Phone Pay As You Go	Month	1	GBP [REDACTED]	GBP [REDACTED]
Webinar 1000 Annual	Annual	1	GBP [REDACTED]	GBP [REDACTED]
(Before Taxes) Annual Payment:				GBP 56,788.00

Payment Schedule Summary (Before Taxes)

First Payment: GBP 56,788.00

Other Terms & Notes

**Special Notes:**

'Whiteboard Named Host' means a user of Zoom Whiteboard, licensed hereunder. A Whiteboard Named Host license may not be shared or used by anyone other than the individual to whom the Whiteboard Named Host license is assigned. Customer may reassign licenses as needed within their account. A Whiteboard Named Host may be the owner of an unlimited number of concurrent whiteboard files, with the ability to edit all such files, subject to Customer's cloud storage capacity limits.

There is no free period included in this Order. Customer will receive a one time credit in the amount of £28,394.00 for six (6) months of Webinar 1000 Annual and six (6) months of Zoom One Enterprise Annual. Such credit will be applied to the initial invoice(s) for this order.

**Other:**

**Named Host** - means any subscribed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a subscription) will not exceed 200 per meeting. Named Host subscription may not be shared or used by anyone other than the individual to whom the Named Host subscription is assigned.

**Zoom One Enterprise:** Zoom One Enterprise Named Host Plan includes 500 meeting capacity and webinar 500 attendee capacity and Zoom Phone Pro for all named users as well as unlimited whiteboards.

Country or region availability for Zoom Phone is listed on Zoom's website and is subject to change (see <https://explore.zoom.us/docs/en-us/zoomphone/global-coverage.html>).

**EECC Waiver.** If Customer is a microenterprise, small enterprise, or not for profit organisation and Zoom provides Customer with services within the European Economic Area or United Kingdom that are governed by the European Electronic Communications Code, Customer agrees to waive the right to:

- (a) have this contract made available in a durable medium;
- (b) a contract summary; and
- (c) a notification when Customer's usage of any services based on volume or time limits reaches the limits of such plan.

In addition, if this Order Form specifies a commitment period that is longer than the maximum statutory period allowed under applicable law in the EU Member State, Customer hereby waives the right to a shorter commitment period.

**Fees** - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

If the 90 day average exchange rate (between US Dollar and the above currency) has fluctuated more than 10% from the average exchange rate from the time the last amendment was signed, Zoom has the option to uplift / reduce the customer's subscription price as detailed above in local currency to reflect the latest exchange rates against US Dollar (Zoom's baseline for all pricing) upon the next renewal term.

All prices shown for Zoom and Zoom Phone services are exclusive of taxes. The term 'taxes' referred herein should encompass: US state and local taxes, VAT, GST, HST (or any other consumption taxes), Digital Service Taxes and Withholding Taxes that may apply upon making payments to Zoom. Regulatory telecommunications fees, such as USF or any similar foreign fee, will apply to Zoom Phone services and details of taxes and fees will be included in issued invoices.

*Professional Services, if purchased, will be presented in a separate Order Form.*

**Accepted and agreed as of the date specified below by the authorized representative of Customer**

By signing the Order Form, I hereby declare that the VAT/GST/JCT information provided is correct and I acknowledge that invoices issued by Zoom will be issued in accordance the VAT/GST/JCT information as displayed on this Order Form. I further acknowledge that, in some jurisdictions, indirect taxes (e.g. VAT, GST or any other consumption taxes) may apply and that retrospective changes to invoices may not be possible. For more information regarding applicable indirect taxes, please refer to <https://support.zoom.us/hc/en-us/sections/360010181272-Taxes>

<b>Signature</b>	[Redacted]
<b>Print Name</b>	[Redacted]
<b>Date:</b>	Oct 21, 2022
<b>Zoom Service Effective Date: 10/20/2022</b>	
<b>PO # (If Applicable):</b>	
<b>VAT # (If Applicable):</b>	[Redacted]
<b>TAN # (If Applicable):</b>	

**The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.**

*If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to [Redacted]. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.*