

Order Form

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

Date of order	7 May 2025	Order Number	[REDACTED]
---------------	------------	--------------	------------

FROM

Customer	United Kingdom Health Security Agency (UKHSA) ("Customer")
Customer's Address	10 South Colonnade, Canary Wharf, London, E14 4PU
Invoice Address	[REDACTED] [REDACTED] UKHSA Porton Manor Farm Road Porton SP4 0JG
Contact Ref:	Name: [REDACTED] Address: 10 South Colonnade, Canary Wharf, London, E14 4PU e-mail: [REDACTED]

TO

Supplier	Trustmarque Solutions Ltd ("Supplier")
Supplier's Address	Marlborough House, York Business Park, Westminster Place, York YO26 6RW
Account Manager	Name: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

GUARANTEE

Guarantee to be provided	No
--------------------------	----

1. TERM
(1.1) Commencement Date Date of last signature.
(1.2) Expiry Date 8 th May 2026 <u>Extension Term</u> Contract can be extended for two periods of twelve months.

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services

Goods - Miro [REDACTED]

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

Please refer to Appendix A for specification.

Minimum Order Value

£13,530.00 (exclusive of VAT)

(2.2) Premises

Service will be delivered remotely to UKHSA devices.

(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

Limited business contact data will be processed for the purposes of ordering and managing the products and services by both parties' teams, including name, work addresses, work emails and work telephone numbers only.

(2.6) Exit Plan (where required)
Not required.
(2.7) Environmental Plan
N/A

3. SUPPLIER SOLUTION
(3.1) Supplier Solution
N/A
(3.2) Account structure including Key Personnel
Key Personnel: N/A
(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
A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided .
N/A
(3.6) Implementation Plan
N/A

4. PERFORMANCE QUALITY
<p>(4.1) Key Performance Indicators</p> <p>N/A provision of software licences only.</p>
<p>(4.2) Service Levels and Service Credits</p> <p>N/A</p>

5. PRICE AND PAYMENT
<p>(5.1) Contract Price payable by the Customer in accordance with the commercial 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))</p> <p>£13,530.00 (exclusive of VAT) via BACS</p>
<p>(5.2) Invoicing and Payment</p> <p>The Supplier shall issue invoices annually in advance and within thirty days of receipt of a valid purchase order. 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.</p>

6 SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

The Parties agree that:

- No Supplier personnel employed in delivery of the Services provided under this Order Form shall be brought into contact with any vulnerable persons or individuals receiving health care, and no activities performed in the course of the Services are regulated activities for the purpose of the Safeguarding Vulnerable Groups Act 2006.
- Any Call-off provisions relating to TUPE are not applicable to this Order Form.
- For any indemnities that are to be subject to the limitation on liability at Clause 13, it is all claims in aggregate arising under all those indemnities (i.e., taken together) which are subject to the limitation of liability at Clause 13.2, as amended.

For the purposes of this Order Form, the Parties agree that Clauses 10, 11,12 and 13 shall be amended as follows:

10 Warranties

Clause 10.1.2 shall be deleted and replaced with:

“the Goods shall be suitable for the purposes and/or treatments as referred in the Specification and Tender response Document, be of satisfactory quality and shall comply with the standards and requirements set out in this Contract”;

Clause 10.1.14 shall be deleted and replaced with:

“any equipment it uses in the delivery or installation of the Goods shall comply with all relevant Law and Guidance and maintained in accordance with the manufacturer’s specification;”

11 Intellectual property

Clause 11 shall be deleted in its entirety and replaced with the following:

“11.1 All Intellectual Property Rights existing prior to the Commencement Date shall vest in their originator absolutely.

11.2 The Customer grants the Supplier for the Term a non-exclusive, worldwide, royalty free licence to use the Customer’s Intellectual Property Rights in any pre-existing material that vests in the Customer pursuant to Clause 11.1 to the extent required by the Supplier to

provide the products Services and to fulfil the Supplier's other obligations under this Contract.

11.3 Subject to Clauses 11.1 and 11.2 above and 11.4 below, all Intellectual Property Rights and all other rights in the products and/or Service shall be owned by the Supplier or its licensors. The Supplier hereby licences all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the products and/or Service as set out in the Contract. If this Contract is terminated or expires, this licence will automatically terminate.

11.4 Where the Supplier has agreed to provide the Customer with third party software as part of the Service, the terms upon which such software is provided are set out in section 2.3 of this Contract."

12 Indemnity

Clause 12 shall be amended as follows:

12.1 Unamended

12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 of these Call-off Terms and Conditions shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 of these Call-off Terms and Conditions and Clause 2.6 of Schedule 3 of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2 of these Call-off Terms and Conditions.

12.3 Unamended

13 Limitation of liability

Clause 13 shall be amended as follows:

13.1 Unamended

13.2 Subject to Clauses 12.2, 13.1 and 13.3 of this Schedule 2 of these Call-off Terms and Conditions, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

13.3 There shall be no right to claim losses, damages and/or other costs and expenses

under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.

13.4 Unamended

13.5 Delete and replace with "Not used".

13.6 Unamended.

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.

Signed by an Authorised Signatory to Sign for and on Behalf of the Supplier:

DocuSigned by:

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: 9 May 2025

Signed by an Authorised Signatory for and on Behalf of the Buyer:

Signed by:

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: 12/05/2025

Appendix A – Specification and Pricing

1. The Supplier shall provide the following Goods and/or Services to the Customer at the prices set out in Table 1.

Table 1

