

Order Form

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

Date of order	27 March 2025	Order Number	CQC I&D 128
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FROM

Customer	Care Quality Commission
Customer's Address	Citygate Gallowgate Newcastle upon Tyne NE1 4PA
Invoice Address	Citygate Gallowgate Newcastle upon Tyne NE1 4PA
Contact Ref:	CQC I&D 128

TO

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

GUARANTEE

<u>Guarantee to be provided</u>	No
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1. TERM

(1.1) Commencement Date

1st April 2025

(1.2) Expiry Date

The Contract shall expire 36 months after the Commencement Date.

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2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services

The Supplier shall provide the Customer with the Goods and/or Services set out in Appendix A and B.

Year 1 minimum order value: £3,543,018.61

The estimated total value of this Contract for 36 months is £21,481,026.00 (excluding VAT) or £25,777,231.20 (including VAT)

Minimum Order Value	£3,543,018.61 (excluding VAT)
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(2.2) Premises

The Goods and/or Services will be provided remotely. Where Professional services and consultancy is taken, that will be detailed in a separate written statement of work signed by both parties.

(2.3) Lease/ Licenses

Except for the CSP Terms in Appendix C and where licence terms apply for Prism or software provided for in statements of work incorporated into this Contract, the parties agree that the applicable end user usage terms will be between the Authority and Microsoft direct, and the Customer agrees to be bound by the usage terms as set out in Appendix C.

(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)

Subject to the Customer providing the Supplier with 3 months' written notice prior to expiry of the Contract,

the Supplier shall as soon as reasonably practicable prior to the expiry date, provide a written exit plan detailing the processes and actions needed on each licence enrolment provided for under the Contract.

(2.7) Environmental Plan

N/A

3. SUPPLIER SOLUTION

(3.1) Supplier Solution

As set out in Appendix A and Appendix B.

(3.2) Account structure including Key Personnel

Key Personnel: N/A

Account team

For escalations

Where named individuals are no longer with the business, we will seek to replace them to continue our support model

(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods

Microsoft – provide the software, and where applicable, the software support services.
Livingstone Technologies Ltd – The Supplier's sister company that is providing the licence optimisation service set out in Appendix B.

(3.4) Outline Security Management Plan

As set out below:

N/A

(3.5) Relevant Convictions

N/A

(3.6) Implementation Plan

N/A

4. PERFORMANCE QUALITY**(4.1) Key Performance Indicators**

The Supplier shall use reasonable endeavours to meet the key performance indicators below:

- a) Supplier response time for quote requests: within 24 hours of receipt of email request.
- b) Order processing response time: within 24 hours from receipt of the order request by email.
- c) Quarterly Business Review undertaken: once per quarter in each calendar year.

(4.2) Service Levels and Service Credits

Microsoft standard service levels for each relevant product shall apply where provided by Microsoft. See paragraph 5.1 of the CSP terms and conditions in Appendix C to this order form; or any service levels agreed by the parties in a statement of work that is incorporated into this Contract.

5. PRICE AND PAYMENT

(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))

BACS

(5.2) Invoicing and Payment

The Customer shall pay the Supplier for all of the Goods and Services annually in advance for anniversary orders. If additional requirements for Microsoft products are needed, these will be paid in advance and on a pro-rated basis to the next anniversary date, or as set out in the relevant contract variation signed by the parties.

The Customer shall create credit ("Deposit") for Azure Consumption by sending the Supplier a purchase order. The Supplier shall then invoice the Customer for the full Deposit value on receipt of purchase order, unless otherwise agreed.

Professional services are payable monthly in arrears for work completed. All payments should be paid within thirty (30) days of receipt of a Valid Invoice from the Supplier, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract. All invoices will contain a legitimate purchase order number and should be issued digitally to the above invoice address.

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".

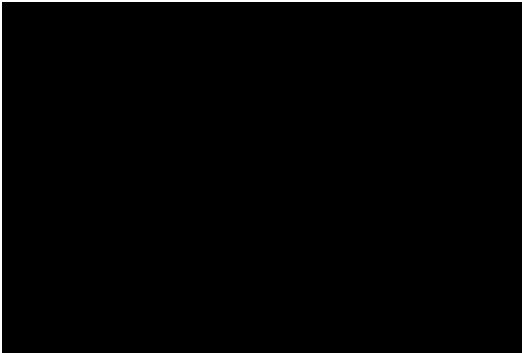
13.6 Unamended.

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.

IN WITNESS of which this Contract has been duly executed by the parties.

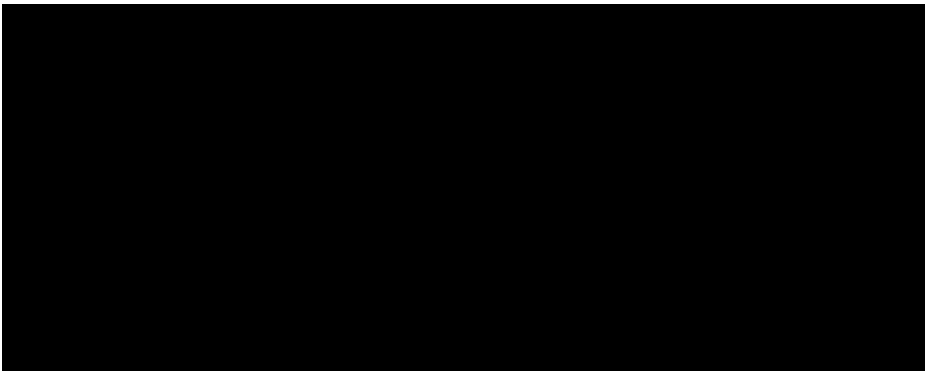
SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

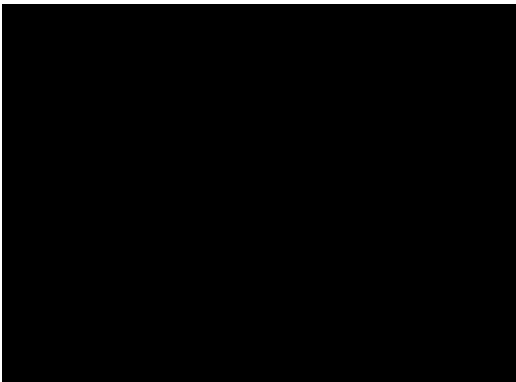


SIGNED for and on behalf of **Trustmarque Solutions Ltd**

Authorised Signatory 1:



Authorised Signatory 2:



APPENDIX A – Goods and/or Services including Charges

1. The Supplier shall provide the following Goods and/or Services to the Customer in the first 12 month period (“**Year 1**”) as set out in Table 1 and Table 2 and as described further in paragraph 2, 3 and 4 below.
2. The Supplier and the Customer have forecast that the second and third 12 month periods (“**Year 2**” and “**Year 3**”) shall be the same price as Year 1 for all of the products in Table 1. If the Table 1 products and prices change in Year 2 and Year 3 due to changes in Microsoft pricing and/or the Customer requires different types and quantity of Microsoft products, then the parties shall agree the new price for the chosen products calculated as the Supplier’s cost of the Microsoft products plus two percent (2%) and then included in the Contract by both parties signing a variation to this Contract.

Table 1 Year 1 charges

	Description	Unit Price	Quantity	Price
ESA				
AAD-33168	M365 E5 Unified Existing Customer Sub Per User			
Y4I-00001	AI Builder Capacity T3 AO Sub Add-on (Min 50 Packs)			
TQA-00001	Exchange Online P2 Sub Per User			
7LS-00002	Planner & Project P3 Sub Per User			
TK2-00002	Teams Domestic Calling Plan Sub 120 Min Per User			
WFI-00005	Teams Premium Sub Per User			
V9B-00001	Teams Rooms Pro Sub Per Device			
N9U-00002	Visio P2 Sub Per User			
QEJ-00001	Visual Studio Ent with GitHub ALng LSA			
QEK-00001	Visual Studio Pro with GitHub ALng LSA			
6VC-02567	Win Remote Desktop Services CAL ALng Sub Per User			
83I-00001	M365 Copilot Sub Add-on			
	Account support fees @2%			
SCE transfer				
PRX-00002	Dataverse Database Capacity AO Sub			
PSM-00002	Dataverse Log Capacity AO Sub			
SEJ-00002	Power Apps Premium Sub Per User			
1O4-00001	Power Automate Premium Sub Per User			

WE3-00001	Power Pages Anonymous Users T2 Sub (20 Units 500 User/Site/Mo Min)	
WEA-00001	Power Pages Auth Users T2 Sub (100 Units 100 User/Site/Mo Min)	
	Account support fees @2%	
Server SCE		
9GA-00312	CIS Suite Standard Core	
7JQ-00663	SQL Server Enterprise Core	
7NQ-00476	SQL Server Standard Core	
	Account support fees @2%	
Bizapps		
PRX-00002	Dataverse Database Capacity AO Sub (added post renewal cutoff)	
	Account support fees @2%	
Azure		
6QK-00001	Azure prepayment	
	Account support fees @2%	

Table 2 – Dynamics_Estimated Year 1 charges

	Description	Unit Price	Quantity	Price
DDW-00003	D365 Cust Svc			
3IC-00007	D365 eInvoicing			
SFV-00001	D365 Finance			
16B-00001	D365 Customer Insights Attach Sub (was marketing)			
SDN-00002	D365 Marketing Non-Prod App			
GHK-00001	D365 Operations Activity			
1SD-00014	D365 Project Ops Attach			
1S7-00015	D365 Project Ops			
S2R-00005	D365 Supply Chain Management SU D365 SCM Attach Per User			
S2R-00001	D365 Supply Chain Management Sub Per User			
MTH-00001	D365 Team Members			
PRX-00002	Dataverse Database Capacity AO Sub			
PSM-00002	Dataverse Log Capacity AO Sub			
SEJ-00002	Power Apps Premium Sub Per User			
1O4-00001	Power Automate Premium Sub Per User			
WE3-00001	Power Pages Anonymous Users T2 Sub (20 Units 500 User/Site/Mo Min)			
WEA-00001	Power Pages Auth Users T2 Sub (100 Units 100 User/Site/Mo Min)			

3. The prices in Table 2 are an estimate of what the Customer is likely to buy when the current licences expire on the 31st May 2025. The pricing in Table 2 is estimate of the pricing and quantity of licences from the 1st June 2025 to 31st May 2026. The prices and quantities are also subject to completion of the licence optimisation work undertaken in accordance with the statement of work set out in Appendix B. Upon completion of that work, the parties shall agree the pricing in a variation to this Contract or the Customer can choose not to purchase the licences in Table 2 for future use.

Management Services included in the Contract Price

4. The Supplier shall provide additional management services to Customer:

- a) Named account team to perform quarterly business review of the types and volumes of Microsoft products provided by the Supplier (a “QBR”) and annual review of the Customer’s Enterprise Agreement(s) (an “Anniversary Management” meeting).
- b) Services and support as provided for in Appendix C for CSP based licensing and cloud consumption services
- c) Access to the Prism dashboard showing what Microsoft licences are in use by the

Customer. **Additional chargeable Services**

5. The Supplier can provide the additional services below, which are chargeable. Any charges shall be agreed in a variation to this Contract and/or a statement of work signed by both parties:

- a) Microsoft Unified Support Service.
- b) Any other professional or managed services related to Microsoft technologies, scoped and agreed on a case by case basis by individual statement of work incorporated into this Contract by both parties signing a contract variation.

APPENDIX B – ITAM and account management

See below.



MICROSOFT AZURE & FINOPS MANAGED SERVICE

- CARE QUALITY COMMISSION (CQC)

Trustmarque OP ID: 38923934944

Version: 1.0

trustmarque.com



1. Introduction

This statement of work ("Order") sets out the Services to be provided by Trustmarque Solutions Ltd ("Contractor") to CARE QUALITY COMMISSION ("Customer" or "CQC"). The Services provided under this SOW are subject to the NHS SBS Framework Order **reference CQC I&D 128**, and subject to any Special Terms attached at Appendix A to this Statement of Work. Terms not defined herein shall have the meanings given in the Agreement. In the event of a conflict and/or inconsistency between the terms and conditions of the Agreement and those of this Order, the terms and conditions of this Order shall prevail. The Services shall be provided by the Contractor and Livingstone Technology Limited ("Approved Subcontractor", "Livingstone").

This Order is for a confidential review, advisement, risk assessment and negotiation support of the Microsoft license requirements, which will optimise the contractual and commercial licensing solution by Trustmarque, and its Group company Livingstone.

The following information is provided to detail the scope and conditions of Services and Deliverables that Contractor shall perform and deliver for Customer (the "Services").

This Order will subsist for its agreed term notwithstanding earlier termination of the Agreement.

Commencement Date:	01/01/2025
Term of Order:	<div>The term of this Order shall begin on the Commencement Date and unless terminated in accordance with this Order, shall expire on the earlier of:</div> <div>(i) the date that Contractor completes the provision of Services; or</div> <div>(ii) 30/03/2028, Total run time of 39 months (3 years and 3 months)</div>



2. Definitions

Not Used



3. Scope and Conditions of Order

3.1 Scope of Services and Project Approach

CQC and Livingstone are scheduled to enter a new Managed Service Contract for 3 years plus 3 Months (39 months). To this effect Livingstone propose an operational start and run time of 1st January 2025 and expiring 30th March 2028.

The services are based around the Microsoft Azure, & FinOps environment within CQC.

Organizational Scope:

- Entity Scope – CQC ONLY. No partner or subsidiary bodies
- Geographic Scope – UK, only
- User Count – Estimated at 3,300
- Vendor Scope – Microsoft ONLY
- Other - FinOps Maturity & Advisory

The following areas will be considered as in scope in support of CQC Azure, Microsoft & FinOps services.

0. **Onboarding Services**
1. **Azure:**
 - a. **Technology Enabled using in house tooling**
 - b. **Optimise & Forecast assistance**
 - c. **Cloud Investment Manager**
2. **Contracting Services**
 - a. **EUC Licensing Agreement:** Contract recommendation & optimisation (Currently Enterprise, March 2024)
 - b. **Dynamics Licensing Agreement:** Contract recommendation & optimisation (Currently Enterprise, March 2024)
 - c. **Azure MACC Advisory – Renewal 2028, limited scope i.e. spend & forecast assistance is included**
3. **FinOps:**
 - a. **Maturity Assessment's** (Suggested schedule April 2025 initial, April 2026 re-profile, April 2027 re-profile)
4. **Service Governance:**
 - a. **Quarterly QBR** operated by aligned service team
 - b. **Microsoft Advisory** - In term advisory covering licensing, contract and general queries
 - i. Firstline operational queries via licensing advisor (Trustmarque)

The following sections provide more detail for each service description.

3.2 Service Description - Onboarding

Onboarding Services

Frequency: Commencement only

Please note

Prior to the renewal, priority will be given to the workstream titled "Contract" and not ongoing services. Therefore, governance processes will not normalise until after the renewal.

SERVICE TASKS	DESCRIPTION	DEPENDENCY
Project Kick Off	<p>Introduction to the service for all Customer key stakeholders. Walking through the scope, deliverables, and dependencies.</p> <p>From the service kick off owners for the below items will be identified and follow up sessions will be organized.</p>	Kick off meeting
Data Management Workshops	<p>Workshop for owners of all key data sources will be set up to discuss what data is required, the frequency, collection process and reporting output. The minimum service data points are listed below:</p> <p>Azure – Access & connection to Azure consumption data (in place as part of pre-assessment phase) to provide access to billing, consumption, and utilisation data</p> <p>Contract – location and format of all contract and entitlement data</p> <p>Manual data – product specific manual data collection requirements (if relevant)</p> <p>Any other data that will support the service</p>	Workshops with all key stakeholders and product owners
Service Governance Workshops	<p>Session with the core Customer team to agree the governance schedule</p> <p>These workshops will define who is required at each governance session and agree the core items to be covered.</p>	Workshops with core stakeholder team. May have varying intervals per workstream
Delivery Schedule Workshops	Creation of a delivery schedule outlining when each service deliverable will be initiated and completed	Workshops with core stakeholder team

3.3 Service Description - Azure

Frequency: Ongoing, optimisation reviews at quarterly meeting

Azure –Scope

SERVICE TASKS	DESCRIPTION	DEPENDENCY
Consumption	Consumption of all Azure services will be reported and updated daily. This will show current consumption levels of each Azure SKU with underlying reporting available based on available attributes (tags, Resource Group, Subscription, Meter category etc...)	<ul style="list-style-type: none"> Access to Azure API
Commitment Management	If there is a contractual commitment in place for the consumption of Azure this will be reported against current consumption. This will show how current consumption is trending against the commitment.	<ul style="list-style-type: none"> Access to Azure API
License Allocation	Where Azure Hybrid Use benefit (AHUB) is used this will be reported to understand the current license requirement within the Azure environment.	<ul style="list-style-type: none"> Access to Azure API
Cost Optimisation	<p>Cost optimisation recommendations will be provided to support cost reduction in Azure. These recommendations will cover the following initiatives:</p> <ul style="list-style-type: none"> Windows and SQL AHUB VM Reservations Scaleset Reservations Dev Test Scheduling Lower Cost Instances Lower Cost Regions VM utilisation and downsizing SQL PAAS utilisation and downsizing Detached volumes 	<ul style="list-style-type: none"> Access to Azure API
Cloud Investment Manager (CIM)	The CIM is an Azure commercial optimisation expert who works with the organisation to understand and adopt the recommendations. This will support multiple business unit engagements to ensure opportunities are realised. If, for any reason, the organisation cannot adopt the recommendations these can be fed back to the key stakeholders for review.	<ul style="list-style-type: none"> Access to Azure API
Predictive Analytics	Time series data predictive analytics will be provided to give foresight into future growth, impacts on cost management and contractual commitments.	<ul style="list-style-type: none"> Access to Azure API
Forecast Planning	A client populated forecast of all workloads or spending pools into a 3+ year forecast. This will include spend accuracy ratings, risk ranges including delays or termination.	<ul style="list-style-type: none"> Excel forecast

Livingstone can pre-populate with BaU spend.

Azure – Deliverables

DELIVERABLE NAME	DESCRIPTION
Optimisation Report	<p>Report detailing options for improvement covering areas detailed within Scope. The report will include access to detailed excel based summaries of improvement opportunities per improvement type.</p> <p>Where applicable, reporting will include comparison of consumption, contractual commitment and current license allocation.</p>
Azure Waterfall	<p>Livingstone will populate a waterfall diagram covering a high / low spend ratio, to provide guidance on a sensible commitment range, should a contract option be selected that requires commitment of spend.</p> <p>Refresh rate: Every 9- 12 months depending on CQC preference & changing profile.</p>

Azure – Tooling Dependencies

DELIVERABLE NAME	DESCRIPTION
Tooling	<p>Livingstone will utilise in-house tool/s as the technology enabler to support the service. From time to time, CQC may need to refresh credentials and API feeds as the connection process naturally evolve and/or as additional feeds become available.</p>

Azure – Out of scope

DELIVERABLE NAME	DESCRIPTION
Tooling	<p>Livingstone may introduce additional features and connections. These features may incur additional cost of they are beyond existing, scoped services.</p> <p>As an example, Livingstone intend to enrich cloud consumption data with an optional addition of a 3rd party “GreenOps” feed. This would incur additional tool and service cost and are out of scope. However, from time-to-time, Livingstone may invite CQC to experience such features without commercial implication.</p>

3.4 Service Description - Contract

Frequency: Single on renewal

Contracting support - Scope

SERVICE TASKS	DESCRIPTION	DEPENDENCY
Phase 1 - Discovery		
Current Estate Analysis	<p>Livingstone will review exit contract data including concessions, amendments and pricing data</p> <p>This review will compare exit contract, licensing and pricing to the renewal</p>	<ul style="list-style-type: none"> Exit contracts Amendment packs CPS, price sheets or invoices Access to stakeholder
User Profiling – EUC Security/Compliance	Workshop to review premium features in use across the whole estate. Focus will be on “E5” Security and Compliance features (not packages) that are in use, planned for consumption and “desirable or “nice to have” in future	<ul style="list-style-type: none"> Access stakeholder
User Profiling – EUC Profiling	<p>Workshop to understand different working styles and the varying technology demands.</p> <p>Discussions will include device type – dedicated, shared or mobile only</p> <p>Technology focus will be collaboration (Office local vs online only, SharePoint, Teams, Exchange), Telephony & PowerBI.</p>	<ul style="list-style-type: none"> Access to stakeholder
Server Strategy (where applicable)	<p>Workshop to review entitlement vs future demand. Typically, this will include:</p> <ul style="list-style-type: none"> CIS Suite (Windows/System Centre) SQL Development (MSDN/GitHub) Application Servers Other Misc i.e. BizTalk <p>Note: works completed will not constitute a server ELP and will not review deployment records</p>	<ul style="list-style-type: none"> Access to stakeholder
Miscellaneous – Licensing stakeholder briefings (where applicable)	<p>As appropriate or recommended, breakout workshops will be scheduled to deep dive into topical or high-volume areas. Typically, these occur for the following products:</p> <ul style="list-style-type: none"> Viva Co-pilot Dynamics incl PowerApp/platforms PowerBI/Fabric W365/AVD 	<ul style="list-style-type: none"> Access to stakeholder

Phase 2 - Commercial		
Optimisation & Spend Validation	<p>Livingstone will present optimisation reports covering areas for commercial improvement which will include:</p> <ul style="list-style-type: none"> - License metric improvement - Demand validation - User Profiling efficiencies - Licensing approach i.e. maintenance vs asset sweat - Contract type - Framework/s assessment - Concession recommendation <p>Each recommendation will be commercialised on its own merit to aid a decision on cost saving, risk or effort to implement</p>	<ul style="list-style-type: none"> • Access to stakeholder
BoM/s preparation	<p>Once optimisation feedback is provided a further review maybe required to adapt the BoM towards a re-optimised structure (i.e. re-assess packaging or repackaging based upon decisions applied). This will be prepared for release to vendor</p> <p>Where applicable a template email will be created to request any concession or adjustment to make facilitate cost improvement or risk avoidance. Livingstone will provide advisory support throughout any request/response negotiation cycle with Microsoft</p>	<ul style="list-style-type: none"> • Access to stakeholder • Forward copies of MSFT responses

Contracting support– Deliverables

DELIVERABLE NAME	DESCRIPTION
Phase 1 Report	<p>Report detailing current estate analysis, user profiling, current and future technology requirements.</p> <p>A high watermark / control point will be included within the report</p>
Optimisation Report	Report detailing each option to improve the BoM or commercial agreement. Each consideration or adjustment will be independently commercialised. Typically, customers can expect between 10 and 50 options varied by complexity and current leanness.
Outcome Report	Summary of the key metrics achieved through the renewal process including observations and advisory improvements for in term management

3.5 Service Description - FinOps

Maturity Assessment - scope

Frequency: 1 x Base report & 2 x re-runs.

Typically works will commence in Month 1, Month 10 & Month 20. Adjustable based upon active workstreams

SERVICE TASKS	DESCRIPTION	DEPENDENCY
FinOps Personnel Map	Define relevant stakeholders which will “typically” include representation from the following: <ul style="list-style-type: none"> Finance Development IT Ops Procurement 	<ul style="list-style-type: none"> Access to FinOps Personnel
Objectives	Define upfront view of target state preferences and which of the FinOps framework capabilities are part of the target state	<ul style="list-style-type: none"> Access to FinOps Personnel
Assessment	The purpose of this workstream is for Livingstone to evaluate the current state of the FinOps practice within CQC covering: <ol style="list-style-type: none"> Understand the FinOps maturity level. Identify areas for improvement. Provide actionable recommendations 	<ul style="list-style-type: none"> Access to FinOps Personnel
FinOps Capabilities	The assessment will cover the key FinOps capabilities headlined below: <ul style="list-style-type: none"> Cost Allocation (Metadata & Hierarchy) Data Analysis and Showback Managing Anomalies Managing Shared Cost Forecasting Budget Management Workload Management & Automation Managing Commitment Based Discounts Resource Utilisation & Efficiency Measuring Unit Costs Data Ingestion & Normalisation Chargeback & Finance Integration Onboarding Workloads Establishing FinOps Culture FinOps & Intersecting Frameworks Cloud Policy & Governance FinOps Education & Enablement Establishing a FinOps Decision & Accountability Structure 	<ul style="list-style-type: none"> Access to FinOps Personnel
FinOps Domains	The assessment will can be split into Domains in place or Capabilities, these are detailed below:	<ul style="list-style-type: none"> Access to FinOps Personnel

	<ul style="list-style-type: none"> • Understanding Cloud Usage and Cost • Performance Tracking & Benchmarking • Real-Time Decision Making • Cloud Rate Optimisation • Cloud Usage Optimisation • Organisational Alignment 	
Methodology	<p>The assessment methodology is broken into the following steps:</p> <ol style="list-style-type: none"> 1. Data collection: Interviews, documentation reviews etc. 2. Analysis: Using the FinOps framework guidance applied through the relevant lenses to provide a level of maturity (crawl, walk, run) for each of the in-scope capabilities. 3. Reporting: Following completion of the data collection and analysis steps the finding will be collated into a report and recommendations document. 	<ul style="list-style-type: none"> • Access to FinOps Personnel

Maturity Assessment - Deliverables

DELIVERABLE NAME	DESCRIPTION
FinOps Maturity Assessment	<p>A Summary of the current and desired with recommend next steps and prioritisation based upon information gathered over the assessment:</p> <ul style="list-style-type: none"> • Assessment report with insights and findings. • Actionable recommendations for improvement

3.6 Service Governance, including Foundational Services

Frequency: ongoing

NAME	DESCRIPTION
Quarterly Review	Quarterly reviews will be scheduled to enable resources to review activities completed over the previous quarter, recommendations made and will re-align on subsequent quarters planned activities.
Microsoft Advisory	<p>Firstline operational queries will continue to be handled by the Trustmarque Account Manager. However, licensing advice including strategic planning will be handled by Livingstone's aligned "delivery consultant"/s.</p> <p>CQCs will have access to Livingstone's Microsoft experts to answer licensing queries in term alongside contract advice.</p>



3.7 Assumptions

1. The Managed Service will require regular collaboration and communication and there are areas that will remain the responsibility of **CQC**. We have identified these within the dependencies section of service deliverables
2. **CQC** accepts that Livingstone's team members will perform their duties remotely, through off-site activity only.
3. **CQC** will allow the service to be delivered remotely by the Livingstone team. Only methods approved by **CQC** for remote access will be used. However, any such approval should not be unreasonably withheld or delayed as this will impede Livingstone's ability to deliver the service.
4. Established processes will be followed, any changes to these initial processes may incur additional costs.
5. Business roles and responsibilities are identified and provided to Livingstone to complete services.
6. **CQC** will provide internal staff as per the schedule or as reasonably required including, but not limited to:
 - a. Assigned Manager to manage **CQC** deliverables, resources, and activity as per the agreed service schedule.
 - b. Availability of appropriate **CQC** representatives at necessary requirements for service review meetings and any baseline activities.
 - c. Points of contact (as appropriate) for user groups and network systems administrators.

3.8 Client's Obligations

CQC will provide Livingstone with:

- (a) A single point of contact for **Livingstone**, to whom **Livingstone** can direct all questions and raise all issues relating to the services described herein. Such person will be authorized to make decisions and convey requests on behalf of **CQC**
- (b) Access to **CQC** IT personnel and IT systems as are reasonably necessary for **Livingstone** to perform its duties, tasks, and obligations under this SOW.
- (c) Where required, access to **CQC** facility during **CQC** and **Livingstone's** normal business hours and otherwise as reasonably requested by **Livingstone** to facilitate **Livingstone's** ability to timely perform the services described in this SOW.
- (d) Where required, working space and office support (including access to telephones, photocopying equipment, and the like) as **Livingstone** may request.



3.9 Acceptance Criteria

Acceptance of documentation will be by means of a single review. The Customer is required to submit a set of consolidated comments against draft documentation within five (5) days of receipt of the draft documentation, otherwise the documents will be deemed accepted. Agreed changes will be incorporated by Contractor within a reasonable time frame, and a version of revised documentation issued. If adverse comments are not received within five (5) working days of receipt of the revised documentation, the revised documentation will be deemed accepted.

All deliverables provided by Contractor shall be deemed to be accepted within five (5) days of delivery unless Contractor receives written notice of non-acceptance within the five (5) day period. Any notice of nonacceptance must state in reasonable detail how the deliverables did not conform to the Order. Agreed changes will be incorporated by Contractor, and a revised Deliverable issued which shall be deemed accepted.



4. Contacts

The following personnel will receive notices under this Order, and to act as the first point of contact for any question, dispute or difference that may arise between the parties.

Contractor	Customer Director	
Contractor	Director of Microsoft & Cloud Consulting	
Customer	[Primary Contact]	

4.1 Hours and Location

The Services will be performed remotely, during normal business hours (Monday through Friday, 09.00 to 17:00), excluding UK public holidays, unless other arrangements have been made in writing between Contractor and Customer. Any work performed by Contractor outside of normal business hours working may be subject to additional fees.

Livingstone consultants are based across UK, Netherlands & Spain



5. Pricing and Payment

5.1 Fees

The Fees for the provision of the Services which shall be provided on a cost plus model attached to Microsoft licensing spend transacted by Trustmarque (referred to as the “Microsoft Products and Services Contract

The Fees shall be invoiced in accordance with the payment plan set out in section 5.2 below.

The Fees exclude taxes and any costs associated with expenses, travel, accommodation and subsistence. Expenses, travel, accommodation and subsistence costs will be charged at cost + 10% for administration to Customer monthly in arrears in accordance with the terms of the Agreement.

5.2 Payment Plan

Services

Fixed Price Schedule	Currency	
Onboarding Fee	GBP	
Annual upfront markup applied to ALL Microsoft contract spend effective 1 st April 2025 - including but not limited to renewals of EUC/Infrastructure Licensing, Dynamics & Azure (currently Enterprise agreements, renewal contract TBC)	GBP	

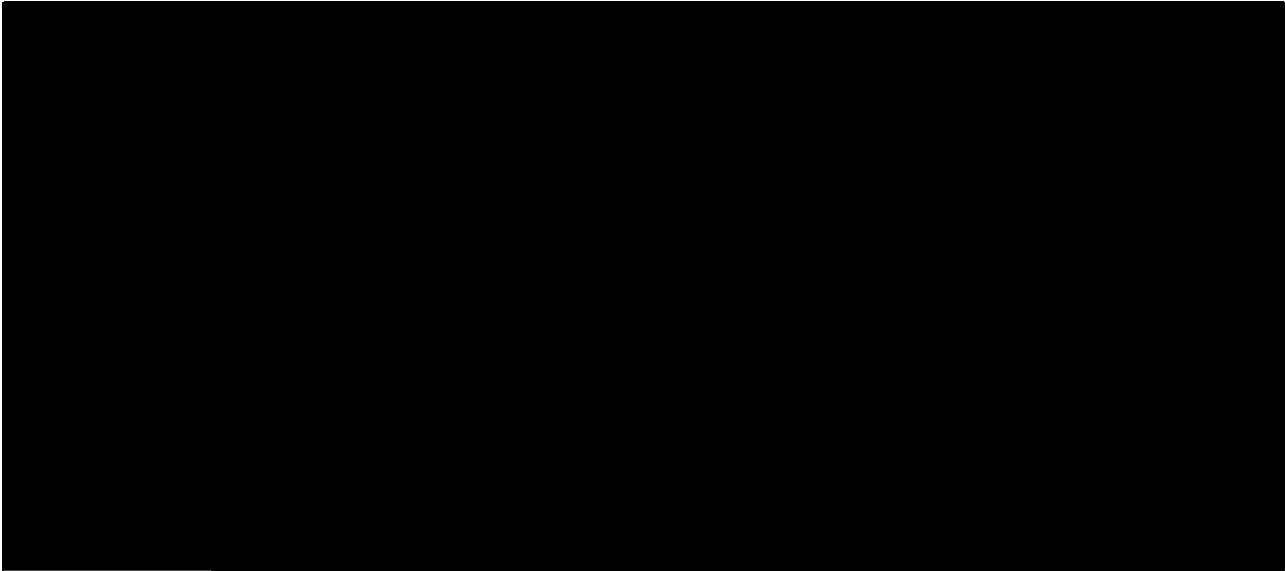
Tooling

Fixed Price Schedule	Currency	
Tooling - Managed Azure Spend	GBP	



6. Endorsement

By signing below the Parties acknowledge and agree to be bound to the terms of this Order. This Order may be executed in counterparts, each of which shall be treated as original for all purposes.



Order Reference: 38923934944



APPENDIX A – SPECIAL TERMS AND CONDITIONS

The terms set out below shall take precedence over the Agreement, in the event of any conflict, for the purpose of this Order only.

- 1.1 The Contractor will be incorporating its own Intellectual Property Rights and further where it is adapted Contractor will retain all ownership in any such Intellectual Property Rights but will licence use to the Authority in accordance with Clause 30.2 of the Agreement.
- 1.2 The Contractor may produce one or more case studies summarising the way in which the Services as described in this Order have been provided, for internal use and/or to other Customers or potential Customers. Where any such case studies (a) include information beyond what is available in the public domain; or (b) will be used by the Contractor for promotional and publicity purposes, the contents of which will be subject the Customers written approval.
- 1.3 Contractor shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failure by Customer to perform its responsibilities under this Order or (2) any incorrect assumptions based on the information provided by Customer. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Contractor may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this Order. Customer shall reimburse Contractor for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items referred to above.
- 1.4 During the term of this Order, and for a period of one (1) year following the last date for which Services are billed, unless otherwise agreed to by the parties in writing, Customer agrees not to employ, or solicit the employment of, any current or former employee of Contractor (including contracted consultants) involved in the performance of professional, development or consulting work for Customer.
- 1.5 Contractor may use affiliates and subcontractors to perform Services. Livingstone Technologies Limited are a named subcontractor for the purposes of this Order.
- 1.6 Services may be performed outside the country in which Customer and/or Contractor is located.



- 1.7 From time to time, Contractor may change the location where Services are performed and/or the party performing the Services. Contractor shall remain responsible to Customer for the delivery of Services.



APPENDIX C – CSP Terms and applicable third party licence terms

TRUSTMARQUE CLOUD SOLUTIONS PROVIDER TERMS OF SUPPLY

These Trustmarque Cloud Solutions Provider Terms of Supply (“CSP Terms”) are between Care Quality Commission (“Buyer”, “you” or “your”) and Trustmarque Solutions Limited (“Supplier”, “we”, “us”, “our” or “Reseller”).

These are the terms on which we agree to supply to you Microsoft Cloud Solutions and Trustmarque Related Services. Except for the Microsoft Customer Agreement or any terms that the Buyer accepts directly with Microsoft, these terms supersede any standard Trustmarque CSP terms that the Buyer may be asked to accept as part of Trustmarque’s CSP onboarding process. The onboarding process shall be undertaken by the Buyer and Supplier after the execution of this RM6098 Call-Off Contract (“**Order**”).

Definitions

The definitions set out in these terms of supply are in addition to the definitions set out in the Order. If there is a conflict between these definitions and those set out in an Order then these definitions shall prevail.

“**Additional Terms**” means the additional terms, which an CSP Order may be subject to, and will be presented and agreed at the time of placing an CSP Order. This excludes any Microsoft Customer Agreement and/or any Non- Microsoft Product terms and conditions.

“**Billing Date**” means the day of the month you will be billed on, for your Subscription(s). We will advise you of your Billing Date upon placement of your first CSP Order.

“**Consumption Based Subscription**” means monthly subscriptions that are billed based on actual usage in the preceding month without upfront commitment.

“**CSP Order**” means a CSP Order executed under the Order for Microsoft Product or Non-Microsoft Product via We as Reseller, which also includes the Trustmarque Product and Subscription Management Services and Reactive Support Services. The process for placing a CSP Order is described in ‘Service Description and Service Level Agreement for Trustmarque Cloud Solutions’.

“**Buyer Data**” is defined in the Online Services Terms as “Customer Data”. “**Customer Solution**” is defined in the Online Services Terms.

“**Early Termination Charge**” means Microsoft’s discretion charge for early termination of a Subscription before its term ends.

“**End User**” means any person you permit to access Buyer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution.

“**Fixed Term Subscription**” means a subscription to use software for a fixed duration.

“**Microsoft**” means Microsoft Ireland Operations Limited.



“Microsoft Customer Agreement” means the agreement between you and Microsoft for the licence and use of Microsoft Product (and Non-Microsoft Product as the case may be).

“Microsoft Product(s)” means any Online Service (including any Software).

“Microsoft SLAs” means the commitments Microsoft make regarding delivery and/or performance of an Online Service, as published at [Licensing Documents](#) or at an alternate site that Microsoft identify.

“Non-Microsoft Product” means any third party-branded software, data, service, website or product but excluding Microsoft Product.

“Online Services” means any of the Microsoft-hosted online services subscribed to by Buyer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

“Online Services” means any of the Microsoft-hosted online services subscribed to by Buyer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

“Online Services Terms” means the Microsoft terms that apply to your use of the Products available

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t <https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=46> The Online Services Terms include terms governing your use of Products that are in addition to the terms in this agreement.

“Portal” means the Trustmarque Enterprise Services Portal, or an alternate site identified by Us. The Portal will be the preferred place for updates on pricing, terms and conditions and any other information relating to this Terms of Supply.

“Product and Subscription Management Services” means the assistance provided by Trustmarque, whereby We enable the purchase, activation and management of Microsoft Products by the Buyer. These may be provided by the Portal or through other processes or tools.

“Reactive Support Services” means the Trustmarque services provided to assist the Buyer with issues relating to Microsoft Products.

“Software” means software Microsoft provide for installation on your device as part of your Subscription or to use with the Online Service to enable certain functionality.

“Subscription” means an enrolment for Online Services for a defined Term as established by us, which is either a Fixed Term Subscription or a Consumption Based Subscription.

“Term” means the duration of a Subscription (e.g., 30 days or 12 months).

“Trustmarque Related Services” means the Product and Subscription Management Services, Reactive Support Services and Advisory Services provided by us.

Resale of Microsoft Cloud Solutions

2.1 These terms of supply apply to any CSP Order or any subsequent CSP Orders for Microsoft Product and/or Renewals, Non-Microsoft Products and/or Renewals, and any Trustmarque Related Services provided to you by us. Subject to your compliance with clause 3 and acceptance of the



Microsoft Customer Agreement, we shall make available to you Microsoft Products that have been agreed with Microsoft and quoted for by us, or Microsoft Products that are available on a current price list, which can be requested from us at any time.

2.2 Any Non-Microsoft Products provisioned through Microsoft are subject to the Microsoft

Customer Agreement and any additional terms the proprietor wishes to apply. Any Non-

Microsoft Products purchased by you from us that have not been provisioned through Microsoft are subject to the proprietor's standard terms and conditions as notified to the Buyer in writing from time to time during the term of the Order..

Microsoft Customer Agreement

3.1 The Microsoft Customer Agreement is between Buyer and Microsoft and consists of Microsoft general terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an CSP Order is placed. The Microsoft Customer Agreement applies to every CSP Order placed for Microsoft Products and must be signed and returned to us before you can place any CSP Orders for Microsoft Products. Microsoft may at its discretion accept or reject any proposed Buyer.

3.2 You acknowledge and agree that the Microsoft Customer Agreement is a valid, binding and enforceable agreement between you and Microsoft and that you are liable for and shall indemnify us against any loss or damage incurred as a result of your failure to comply with the terms of the Microsoft Customer Agreement. You further agree that it is your responsibility to ensure that the Microsoft Customer Agreement is signed and returned to us, any failure to sign the Microsoft Customer Agreement may result in your being unable to purchase any Microsoft products/services.

Description of Product and/or Services

4.1 We do not make any warranties or representations regarding the Microsoft Products and/or Non-Microsoft Product. Any relevant warranties and representations are made by Microsoft to the Buyer in accordance with the Microsoft Customer Agreement and/or the proprietor of Non-Microsoft Products to the Buyer in accordance with their standard terms and conditions.

4.2 The Microsoft Customer Agreement supplements this Agreement in relation to the description of the services and products you may CSP Order via us as Reseller of Microsoft Product. We shall therefore be entitled to rely on the terms of the Microsoft Customer Agreement, as they relate to the supply of the Microsoft Products by a Reseller.

Microsoft Service Level Agreement

5.1 Microsoft makes certain service levels commitments to Buyers in the Microsoft SLAs. These are Microsoft's commitments to the Buyer and not Trustmarque's, if you make a claim on the Microsoft SLAs, we will escalate the claim to Microsoft for review. If Microsoft and have approved and agreed to provide any credit to you following a review, we will credit you the amount following receipt of the same from Microsoft to us, in the next invoice. <https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services?lang=1&year=2025>

Fixed Term Subscription



6.1 Where you have requested a Fixed Term Subscription, unless otherwise specified on the CSP Order, the term of the subscription will be for a period of 12 months from your Billing Date and will automatically renew unless cancelled by you in advance of the next scheduled invoice after the 12-month period. Automatic renewals are subject to any concerns we may have on your financial standing and whether you pose or are likely to pose a credit risk.

6.2 A Fixed Term Subscription is pre-billed on a pro-rata based on the applicable monthly Subscription price. The unit price for the Microsoft Product will not change from the price as of the Subscription start date during the term of the 12-month Subscription. Each renewal will be for the same number of months as the Initial Term. Pricing for a renewal will be agreed in a quote supplied by us or if no quote is provided, Trustmarque's pricing in a price list supplied to the Buyer that is in effect as of the date of the renewal.

6.3 An CSP Order for a new Fixed Term Subscription will expire 12 full calendar months (or other Term as agreed in an CSP Order) after the Buyer's next scheduled Billing Date. For those new Fixed Term Subscriptions, the period between the placing of the CSP Order and the Buyer's next scheduled Billing Date will not be charged.

6.4 If a Fixed Term Subscription is cancelled before its Term expires, and during the Buyer's billing cycle, we may provide a pro-rata credit for the un-used pre-paid portion of the cancelled Fixed Term Subscription in the Buyer's subsequent invoice, on the basis that Microsoft provide the same in respect of the Buyer's Subscription and We will not invoice the Buyer for any future scheduled billings for that Subscription. The pro-rata credit will be subject to Microsoft's Early Termination Charge if applicable.

6.5 If you decide to cancel your subscription before the fixed term period no refund of monies paid will be provided.

Consumption based Subscriptions

7.1 Where you have selected a Consumption Based Subscription you will be billed on the Billing Date based on actual usage in the preceding month with no upfront commitment. Payment is on a monthly basis in arrears.

7.2 Consumption Based Subscriptions do not expire unless cancelled. Consumption Based Subscriptions can be cancelled at any time. Any usage before cancellation will be billed at the next scheduled Billing Date, as a final invoice for the relevant Subscription.

7.3 The pricing charged for Consumption Based Subscriptions will be based on the unit price as provided for by Microsoft during the current billing cycle and will be billed to you on a consumption basis during the Term of your Subscription.

7.4 Any reduction, increase or suspension of licences can take up to 60 days to take effect and show in the invoice.

7.5 Where you have chosen a Consumption Based Subscription with an upfront commitment and you consume more than the anticipated monthly committed amount we will:

7.5.1 notify you of your actual usage as soon as reasonably practicable;

7.5.2 invoice you in full for your actual usage which shall be paid by you in accordance with clause 8;



7.5.3 and require you to raise an additional PO to the value of your revised annual usage based on your most recent consumption pattern.

Payment terms

8.1 Unless otherwise agreed, you shall pay all invoices to us, in full, and in cleared funds, within 30 days of receipt of a valid, undisputed invoice. Pricing shall be as per the price list which sets out the unit cost exclusive of VAT, unless a price is separately agreed in an CSP Order. Prices set out in the price list may decrease or increase at any time.

8.2 In the event that your internal purchasing requirements, require the issue and use of a valid Purchase CSP Order, you shall be required to provide a valid Purchase CSP Order equating to the total sum of the expected Subscription charge pursuant to an CSP Order for a period of 12 months. In the event that the total sum exceeds the initial purchase CSP Order, you shall issue a subsequent purchase CSP Order to cover the outstanding amount. You shall be responsible for the usage you consume on your Subscription(s). A value of a Purchase CSP Order shall not limit your liability for Subscription charges.

8.3 We are not liable for any failure on your part to provide an initial or subsequent purchase order for a CSP Order. Any failure to provide the purchase order for a CSP Order, which subsequently results in a delay to us receiving payment, will allow us to suspend or terminate the Contract and any CSP Orders in accordance with clause 9.1 a).

8.4 You may check your usage limits of a Subscription at any time by submitting a service request or via the Portal, if we make that functionality available for the Microsoft Products or Non-Microsoft Products. Any failure by us to notify you of your usage limits, as per any agreed notification process, shall not relieve you of your liability to pay any charges in respect of you Subscriptions that you have purchased.

Cancellation and/or Suspension

9.1 We may cancel and/or suspend the CSP Order in whole or in part.

- a) Where you have failed to pay an outstanding invoice, and such invoice remains outstanding for a period of 30 days from the date of payment due
- b) Breach of these CSP Terms and/or the Microsoft Customer Agreement.
- c) Automatically if Microsoft does the same pursuant to the Microsoft Customer Agreement as a result of a customer breach.
- d) Where (acting reasonably) we consider you to be a credit risk
- e) Upon providing you 30 days' notice. We reserve the right to terminate the relevant CSP Order(s) and the Buyer's Subscription by providing the Buyer on 30 days' notice.

9.2 For the avoidance of doubt suspension or termination of the CSP Order includes the termination of any on-going subscription licences and any other Microsoft and non-Microsoft products where payment has not been made and suspension or termination of any Trustmarque Related Services.

9.3 Suspension or cancellation of the CSP Order by us shall not relieve you of your liabilities under these terms and the Microsoft Customer Agreement. You shall be liable for any



invoice which relates to the consumption of Microsoft Products up until the expiry of the termination notice.

9.4 Upon expiry, termination or cancellation of the CSP Order for whatever reason, you shall pay in full all outstanding invoices within 10 days. You will have sixty (60) days to notify us if you wish to migrate any Buyer Data to either a new Subscription with us, with Microsoft directly, or some other service. Upon request, and if within the timescale, we will assist you with migration of the Buyer Data at an additional charge to be agreed between both parties.

9.5 In addition to the above, Microsoft may terminate your status as a Buyer at any time.

Trustmarque Related Services

10.1 Where Trustmarque Related Services are being provided, they are subject to the proprietor's standard terms and conditions as notified to the Buyer in writing from time to time during the term of the Order. Any charges for the Trustmarque Related Services will be included within the Subscription charges.

10.2 We will provide the Trustmarque Related Services using reasonable skill and care and in accordance with the Service Description and Service Level Agreement for Trustmarque Cloud Solutions document in all material respects.

10.3 Our performance is dependent upon your prompt performance of any Buyer obligations which include, among others, the responsibilities described in the Service Description and Service Level Agreement for Trustmarque Cloud Solutions document. You agree to make available to us an authorised representative who shall be authorised to make binding decisions on your behalf with regards to your Subscriptions.

10.5 Any title and all intellectual property rights in any document, material, idea, data or other information constituting an original item developed and supplied by us as part of the Trustmarque Related Services, shall remain vested in us.

Data Protection

11.1 You acknowledge and agree that if you are purchasing Azure services CloudCheckr will be a sub-processor.