

Order Form

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

Date of order	25th February 2023	Order Number	<input type="checkbox"/>] To be quoted on all correspondence relating to this Order 0029316 & 0029318
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FROM

Customer	Porton Biopharma Limited (PBL)	"Customer"
Customer's Address	Manor Farm Road, Salisbury, SP4 0JG	
Invoice Address	Manor Farm Road, Salisbury, SP4 0JG	
Contact Ref:	Name: [REDACTED] Address: Manor Farm Road, Salisbury, SP4 0JG Phone: [REDACTED] e-mail: [REDACTED] Fax: <input type="checkbox"/>	

TO

Supplier	Trustmarque Solutions Ltd	"Supplier"
Supplier's Address	85 Great Portland Street, London, W1W 7LT	
Account Manager	Name: [REDACTED] Address: Marlborough House, Westminster Place, York Business Park, York. YO26 6RW Phone: [REDACTED] e-mail: [REDACTED]	

GUARANTEE

Guarantee to be provided	Yes / No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

1. TERM
(.1) Commencement Date
26 th February 2023
(.2) Expiry Date
The Contract shall expire on the 25 th February 2024

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services

To supply PBL with Microsoft licensing as a continuation to the existing CSP subscriptions which expire from 25th February 2023. This CSO model has now been superseded with licensing under the 'New Commerce Experience' (NCE).

Inclusions/details:

- Subscriptions can be purchased and invoiced on a monthly or annual basis, depending on requirements,
- Microsoft NCE covers both on premise and cloud subscription licensing.
- Any other purchasing mechanism/agreement during the term that is analysed and agreed between customer and supplier.
- IT Design, Deployment and Asset management services related to Microsoft licensing, as instructed by the buyer.

To be purchased as an annual commitment and invoiced monthly:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]

To be purchased as a monthly commitment and invoiced monthly (*prices may vary per month and is expected to rise by 9% from 1st April 2023)

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

Server licensing to be purchased as an annual commitment and invoiced monthly

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Minimum Order Value	£119,151.22 (ex VAT)
(2.2) Premises	
N/A	
(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	
NO	
(2.6) Exit Plan (where required)	
N/A	
(2.7) Environmental Plan	
N/A	

3. SUPPLIER SOLUTION
(3.1) Supplier Solution
Supply of Microsoft licensing and related services
Service add-ons:
<ul style="list-style-type: none"> • Access to NCE licence management via the Trustmarque Enterprise Services Portal • Access to Prism for O365 licence optimisation tool with quarterly M365 Value Assessment (MVA) highlights and reviews • Dedicated account team consisting of four members. • £5,000 Service call off support contract for professional and managed services (eg. Support in development of Azure, M365 services, Power Platform) • Provision of a Customer success/Fast Track Manager for workloads aligned with Trustmarque.

- Cisco connectivity health check
- Funded Security maturity assessment – benchmark for value in the existing Microsoft Security investments

(3.2) Account structure including Key Personnel

As part of this contract, PBL will be provided with the below account team which are aligned and dedicated to PBL and all other DHSC Arm's Length Bodies

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For escalations:

[REDACTED]

(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

N/A

(3.6) Implementation Plan

N/A

4. PERFORMANCE QUALITY

(4.1) Key Performance Indicators

N/A

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))

Payment by BACS

(5.2) Invoicing and Payment

The Supplier shall issue invoices monthly and retrospectively for the licences used in the month being invoiced, where the type of subscription allows⁵. 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.

**some NCE subscriptions are only available as an annual commitment and payment upfront, Trustmarque will highlight any items that follow this billing method. It's suggested that some subscriptions will be fixed and committed for a year to avoid Microsoft price inflations, where possible, these will still be invoiced monthly.*

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

The Parties agree that:

- Trustmarque shall not knowingly deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Customer's staff, patients, service users or visitors at risk.
- No Trustmarque personnel employed in delivery of the services 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.
- No IPR is being generated
- Any call-off provisions relating to TUPE are not applicable to this SLA
- The provisions of clause 10.1.14 of the call off terms is not applicable to this SLA
- 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 Clause 12 shall be amended as follows:

12. **Indemnity**

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 as amended.

For the purposes of this Order Form, the Parties agree that the following amendments to clause 13 of Appendix A, Schedule 2 of the Call-off Terms and Conditions shall apply:

13. **Limitation of liability**


13.1 Unamended

13.2 Subject to Clauses 12.1.1, 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.

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.

For and on behalf of the Supplier:

Name and Title		
Signature		
Date		

For and on behalf of the Customer:

Name and Title		
Signature		
Date		