

Order Form

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

Date of order	2 April 2025	Order Number	[REDACTED]
To be quoted on all correspondence relating to this Order.			

FROM

Customer	UK Health Security Agency ("Customer")
Customer's Address	[REDACTED]
Invoice Address	[REDACTED]
Contact Ref:	[REDACTED]

TO

Supplier	Trustmarque Solutions Limited ("Supplier")
Supplier's Address	[REDACTED]
Account Manager	[REDACTED]

GUARANTEE

Guarantee to be provided	No
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1. TERM
(1.1) Commencement Date
Date of last signature
(1.2) Expiry Date
31 st March 2026.

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.	
Minimum Order Value	£85,880.04 (excluding VAT)
(2.2) Premises	
The Goods and/or Services will be provided remotely.	
(2.3) Lease/ Licenses	
The Customer shall be subject to the end user licence terms set out in Appendix B.	
(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)	
N/A	
(2.7) Environmental Plan	
N/A	
3. SUPPLIER SOLUTION	
(3.1) Supplier Solution	
As set out in Appendix A.	

<p>(3.2) Account structure including Key Personnel</p> <p>Key Personnel: N/A</p>
<p>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</p> <p>Palo Alto</p>
<p>(3.4) Outline Security Management Plan</p> <p>As set out below:</p> <p>N/A</p>
<p>(3.5) Relevant Convictions</p> <p>N/A</p>
<p>(3.6) Implementation Plan</p> <p>N/A</p>

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

<p>5. PRICE AND PAYMENT</p>
<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>BACS</p>
<p>(5.2) Invoicing and Payment</p> <p>The Customer shall pay the Supplier for all of the Goods and Services in advance and 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.</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.

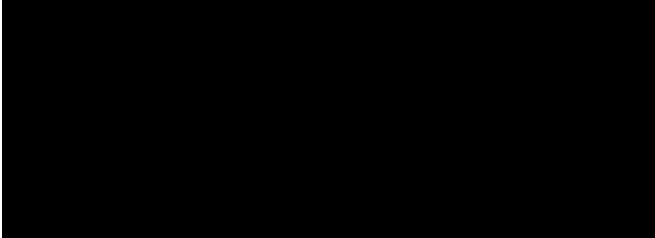
13.4 Unamended

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.

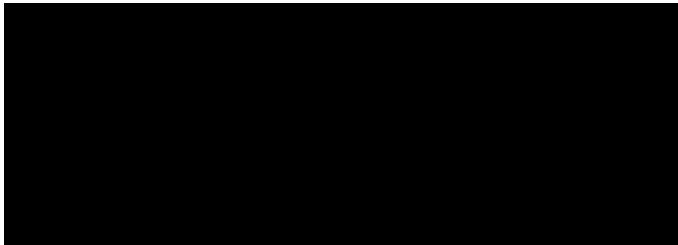
Signed for and on behalf of the supplier:



Job Title/Role: Senior Commercial Manager

Date Signed: 2nd April 2025

Signed for and on behalf of the buyer:



Job Title/Role: Commercial Lead

Date Signed: 02/04/2025

APPENDIX A – Goods and/or Services including Price

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

Table 1

Quote

Company: UK Health Security Agency (formerly Test and Trace)

Deliver to: (Unless stated below)

Attention:

Part No	Description	Unit Price	Quantity	Price
PAN-SOFTWARE-NGFW-CR	Software NGFW Credits to deploy VM-Series, CN-Series, Subscription Services, and Virtual Panorama to manage Software Firewalls (31.03.2025-30.03.2026) 12M			£85,880.04

Please note that foreign purchases are non-refundable and Trustmarque does not offer support on these products unless otherwise agreed and stated.

This document is issued Commercially in Confidence

All prices exclude VAT and are valid for 30 days, unless otherwise stated.

Should the foreign currency exchange rate fluctuate by more than 2% during this period, this quotation is no longer valid and we reserve the right to re-quote.

By accepting this quote the Customer agrees that the usage of the above products is subject to the Third Party Terms, which may include any End User Licence provided by the relevant Third Parties. The Customer agrees to be bound by these terms which will take precedence over any other terms in place between the Parties in the event that usage of the above products contravenes the Third Party Terms. All software will be delivered electronically unless otherwise agreed.

Customer Notes:

Quote Total: £85,880.04

Trustmarque Solutions Ltd
Marlborough House
York Business Park, Westminster Place,
York,
YO25 6RW
T: 0845 210 1500

This Quote is subject to the latest version of our Terms and Conditions which can be found at <http://www.trustmarque.com/terms-and-conditions/>. Alternatively, a hard copy of our Terms and Conditions can be provided on request. VAT No: GB434530809, Regd No: 02183240

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Crown Commercial Service Supplier

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APPENDIX B – Applicable third party licence terms*

1. Palo Alto

The customer's use of the Palo Alto products and services shall be subject to the terms set out here:

https://www.paloaltonetworks.co.uk/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf

or such successor terms that may be updated by Palo Alto from time to time.