



G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

Digital Marketplace service ID number	670441078667973
Call-Off Contract reference	Prj_4477
Call-Off Contract title	Algolia Site Search
Call-Off Contract description	Provision of Algolia Site Search tool licence for NHS.UK.
Start date	1 st January 2021
Expiry date	31 st December 2022
Call-Off Contract value	[REDACTED].
Charging method	Invoice
Purchase order number	To be provided electronically following contract signature.

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	Health and Social Care Information Centre (known as NHS Digital) 0300 303 5678 1 Trevelyan Square, Boar Lane, Leeds LS1 6AE
To the Supplier	Algolia Limited 1st Floor West Davidson House, Forbury Square, Reading, Berkshire, RG1 3EU United Kingdom Company number: 11124395 [REDACTED]
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 1 January 2021 and is for an initial term of 24 months, as per the services table in attached Schedule 2 (the “ Term ”).
Ending (termination)	Unless otherwise extended or terminated earlier in accordance with these terms, the Term of this Call-Off Contract ends on 31 December 2022.
Extension period	<p>After the Term, the Buyer may renew the Call-Off Contract at the same price and scope of Services, for up to two successive 12-month terms, or terminate any renewal period by providing a 30-day prior notice before the end of the-said 12-month term. It is understood and agreed that the Buyer may not terminate this Call- Off Contract without cause within the first 24 months of the Term.</p> <p>This right to renewal is without prejudice to the termination for cause provisions (as per clause 18.1).</p>

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 2: Cloud software
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p>As detailed in Schedule 1 – Services.</p>

Additional Services	N/A
Location	The Services will be delivered electronically to the Buyer.
Quality standards	No additional standards to those outlined elsewhere in the Framework Agreement, Call-Off Contract, or the Gcloud Service Description.
Technical standards:	No additional standards to those outlined elsewhere in the Framework Agreement, Call-Off Contract, or the Gcloud Service Description.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are: https://www.algolia.com/policies/sla/
Onboarding	The onboarding plan for this Call-Off Contract is as detailed within Schedule B of Schedule 8 – Algolia Service Order .
Offboarding	The offboarding plan for this Call-Off Contract is: At the end of the initial term and any renewal term, the Service will automatically renew for additional terms of one year each, unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current term.
Collaboration agreement	Not applicable.

Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed [REDACTED]</p> <p>The annual total liability for Buyer Data Defaults will not exceed [REDACTED].</p> <p>The annual total liability for all other Defaults will not exceed [REDACTED].</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law. • The Supplier remains at all times fully responsible and liable for any agent, Subcontractor, or consultant of the Supplier providing any part of the Services. The insurance maintained by the Supplier in accordance with this Call-Off Contract will be adequate to address and cover any acts or omissions of the Supplier's agents, Subcontractors, or consultants.
Force majeure	<p>For the avoidance of doubt, the COVID-19 pandemic shall not constitute a Force Majeure Event under the terms of this Call-Off Contract.</p> <p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 10 consecutive days.</p>

Audit	On at least an annual basis, the Supplier shall inform the Buyer in writing of any audit reports produced by or on behalf of the Supplier, and shall, upon Buyer's request, provide the Buyer with copies of any such audit report.
Buyer's responsibilities	Not applicable.
Buyer's equipment	Not applicable.

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>Set out in Schedule 9.</p>
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is BACS transfer.
Payment profile	The payment profile for this Call-Off Contract is annually upon delivery.

Invoice details	<p>The Supplier will issue electronic invoices annually. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p> <p>In consideration of the supply of Services by the Supplier, the Buyer shall pay the Supplier the invoiced amounts no later than 30 days after Receipt of a valid and undisputed invoice which includes a valid Purchase Order Number. The Buyer may, without prejudice to any other rights and remedies under this Call-Off Contract get service credits (as provided in the SLA) in the event of performance below the SLA provided that in the event that this Call-Off Contract is not extended past the Term, any service credits are issued during the final 12 months of the Term shall be promptly refunded to the Buyer upon the expiration of the Term.</p> <p>All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Buyer shall, following the Receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.</p>
Who and where to send invoices to	<p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at Sbs-w.payables@nhs.net.</p> <p>Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.invoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.</p>
Invoice information required	<p>The Buyer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Buyer under this Call-Off Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Call-Off Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Call-Off Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall</p>

	<p>only be entitled to invoice for Services covered by a valid Purchase Order.</p> <p>The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.</p>
Invoice frequency	<p>Invoice will be sent to the Buyer annually as follows:</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Call-Off Contract value	<p>The total value of this Call-Off Contract is [REDACTED] for the initial 24-month term.</p>
Call-Off Contract charges	<p>The breakdown of the Charges is detailed in Schedule 2 – Call-Off Contract Charges.</p>

Additional Buyer terms

Performance of the Service and Deliverables	<p>No additional standards to those outlined elsewhere in the Framework Agreement, Call-Off Contract, or the Gcloud Service Description.</p>
Guarantee	<p>Not applicable.</p>
Warranties, representations	<p>No additions to the incorporated Framework Agreement clause 4.1.</p>

Supplemental requirements in addition to the Call-Off terms

1. The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:
 - 1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or Subcontractor of the Buyer who is working towards and/or is providing services to the Buyer.
 - 1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system which includes the ability of the Buyer to offer software to the NHS and social care entities. For clarity, the support for any implementation services will only be provided once under the Service Order to the Buyer. In case of transfer of the software to another entity, should the new entity need support for implementation services, a new order for those implementation services will be required. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.
 - 1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or Subcontractor of the Buyer is undertaking services pursuant to which the software is being licenced.
 - 1.4 Any software licenced to the Buyer on a named user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a

	<p>named user who is a contractor and/or Subcontractor of the Buyer).</p> <p>1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences and/or this Call-Off Contract free of charge to any other central government entity, by giving the licensor prior written notice.</p> <p>1.6 The Supplier does not and may not have remote access to the software or systems of the Buyer as a part of providing the Services.</p> <p>1.7 Where the Supplier is responsible for the calculation of the appropriate number of users for software, and it is later shown there is a shortfall of licences, the Supplier shall be responsible for all costs of the Buyer.</p>		
Alternative clauses	Not used.		
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>For the purposes of incorporation of Schedule 6 - Glossary and interpretations of the Call-Off terms, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):</p> <table border="1"> <tr> <td>Central Government Body</td><td> <p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> </td></tr> </table>	Central Government Body	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p>
Central Government Body	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p>		

		c) Non-Ministerial Department; and d) Executive Agency;
	CSR Laws	means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;
	CSR Policies	means the Buyer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Buyer from time to time, and " CSR Policy " shall mean any one of them;
	Cyber Security Requirements	means: a) compliance with the DSP Toolkit or any replacement of the same; b) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;
	DSP Toolkit	means the data security and protection toolkit, an online self-as-

		<p>assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from https://www.dsptoolkit.nhs.uk/, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;</p>
	General Change in Law	<p>means a change in Law which comes into force after the Start date, where the change is of a general legislative nature and/or affects or relates to a Comparable Supply, and includes Laws arising out of or in connection with the United Kingdom's withdrawal from the European Union which substantially amend, replace or supersede any existing Law;</p>
	Law	<p>means (from time to time in force) any applicable law, any applicable Act of Parliament, statute, by law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, or enforceable community right within the meaning of Section 2 of the European Communities Act 1972, and any amended or new laws arising out of or in connection with the United Kingdom's withdrawal from</p>

		the European Union (that is, ceases to be an EU Member State);
	Purchase Order	means the Buyer's unique number relating to the supply of the Services;
	Receipt	means the physical or electronic arrival of the invoice at the address specified above at 'Call-Off Contract charges and payment' under the heading "Who and where to send invoices to" or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time;
	Unavoidable Losses	means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-Off Contract pursuant to Clause 18.1;
	<p>1) It is understood and agreed that as of the start date of the Term, the Supplier is not providing any Project Specific IPRs under this Call-Off Contract. Should the Buyer require the Supplier to perform Project Specific IPRs, the parties shall agree in writing on a separate agreement based on the terms of this new Clause 11.2, depending on the specifics of the project:</p> <p>11.2A All Project Specific IPRs shall vest in the Buyer absolutely, and the Supplier hereby assigns to the Buyer, absolutely with full title guarantee (and free from all third party rights), any and all of its right, title and interest in and to all the existing and future Project Specific IPRs, to the fullest extent permitted by law.</p>	

	<p>11.2B The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any Background IPRs embedded within the and Project Specific IPRs for the Buyer's ordinary business activities and to the extent required to enjoy the full benefit of ownership of the Project Specific IPRs.</p> <p>11.2C The Buyer shall have the right to grant to any person a sub-licence of any licence granted pursuant to Clauses 11.2B and 11.3.</p> <p>11.2D Each Party undertakes that it shall promptly execute all documents, make all applications, give all assistance and do or procure the doing of all acts and things as may be necessary or desirable to give full effect to the assignment of the Project Specific IPRs described in Clause 11.2A in, and to register ownership of the Project Specific IPRs in, the name of the Buyer (to the extent that registration of rights is available) and/or to give full effect to the licences granted under this Clause 11.</p> <p>2) Clauses 18.2 and 18.3 of the Call-Off terms shall be deleted in their entirety and replaced with the following new Clauses 18.2 and 18.3:</p> <p>18.2 The Parties agree that the:</p> <ul style="list-style-type: none"> • Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided • Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's Losses, unless Unavoidable Losses are specified in the Order Form, in which case clause 18.3 shall apply to such Unavoidable Losses. <p>18.3 Subject to clause 24 (Liability), and if this clause is specified to apply in the Order Form, if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any Unavoidable Losses incurred by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Unavoidable</p>
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	<p>Losses. The Supplier will submit a fully itemised and costed list of the Unavoidable Losses with supporting evidence.</p>
3)	<p>A new Clause 32.4 shall be added and shall take precedence over Clause 8.11 of the Framework Agreement for the sole purpose of interpretation of this Call-Off Contract in relation to General Changes of Law:</p>
32.4	<p>Any required changes to the Services or this Call-Off Contract after the Start Date arising out of or in connection with the United Kingdom's withdrawal from the European Union (that is, ceases to be an EU Member State) shall be addressed as a General Change in Law, which means the Supplier shall not be entitled to reduce the functionality or performance of the Services or increase the Charges.</p>
4)	<p>New Clauses 4A and 4B shall be added as follows:</p>
4A	<p>IR35</p>
4A.1	<p>This Call-Off Contract constitutes a contract for the provision of goods and/or services. Where the Supplier (or its Subcontractors) have included one or more people that are non-permanent members of staff that are not on the Supplier's (or its Subcontractors) payroll ("Contractor(s)") to fulfil its service obligations under this Call-Off Contract, the Supplier shall be fully responsible for and shall indemnify the Buyer for:</p> <ul style="list-style-type: none"> • any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to the IR35 legislation and/or any of the provisions of Income Tax Regulations); • any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the services or any payment or benefit received by the Contractor in respect of

	<p>the services, where such recovery is not prohibited by law; and</p> <ul style="list-style-type: none"> all reasonable costs, expenses, and any penalty, fine or interest incurred or payable by the Buyer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim associated with this Clause 4A. <p>4A.2 The Buyer may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.</p> <p>4A.3 The Supplier warrants that it is not, nor will it prior to the cessation of this Call-Off Contract, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.</p> <p>4A.4 The Supplier shall monitor the provision of the services and notify the Buyer where it considers that the activity of the Buyer may impact the Suppliers' (or its Subcontractors) IR35 Assessment in relation to the Contractors.</p> <p>4B Security of Supplier Staff</p> <p>For the purpose of this Section 4B, the Buyer understands that it may not index or otherwise send to the Services any information using the Services which may be classified as "Secret" or "Top Secret" under English law.</p> <p>4B.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions (unless otherwise prohibited by law) and right to work, as detailed in the HMG Baseline Personnel Security Standard (https://www.gov.uk/government/publications/government-baseline-personnel-security-standard), as may be amended or replaced by the Government from time to time.</p>
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	<p>4B.2 The Supplier shall agree on a case by case basis which Supplier Staff roles which require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.</p> <p>4B.3 The Supplier shall prevent Supplier Staff who have not yet received or are unable to obtain the security clearances required by this clause from accessing systems which store, process, or are used to manage Buyer Data, or from accessing Buyer premises, except where agreed with the Buyer in writing.</p> <p>4B.4 All Supplier Staff that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.</p> <p>4B.5 Where Supplier Staff are granted the ability to access Buyer Data or systems holding Buyer Data, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access or leave the organisation, their access rights shall be revoked within one (1) Working Day.</p> <p>5) A new Clause 16.8 shall be added as follows:</p> <p>16.8 The Supplier warrants and represents that it has complied with and throughout the Call Off Contract Period will continue to comply with the Cyber Security Requirements.</p> <p>6) Clauses 12.1 and 12.3 of the Call-Off terms and conditions shall be deleted in their entirety and replaced with the following new Clauses 12.1 and 12.3:</p> <p>12.1 The Supplier must:</p> <ul style="list-style-type: none"> • comply with the Buyer's written instructions and this Call-Off Contract when Processing any Buyer Data, including but not limited to Buyer Personal Data;
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	<ul style="list-style-type: none">• only Process the Buyer Data, including but not limited to Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body;• take reasonable steps to ensure that any Supplier Staff who have access to any Buyer Data, including but not limited to Buyer Personal Data act in compliance with Supplier's security processes. <p>12.3 The Supplier must get prior written consent from the Buyer to transfer any Buyer Data, including but not limited to Buyer Personal Data to any other person including any Subcontractors) for the provision of the Services.</p> <p>7) A new Clause 28A shall be added as follows:</p> <p>28A Corporate Social Responsibility Conduct and Compliance</p> <p>28A.1 The Buyer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility policies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity.</p> <p>28A.2 The Supplier represents and warrants that it:</p> <p>28A.2.1 complies with all CSR Laws;</p> <p>28A.2.2 requires its Subcontractors and any person under its control, to comply with all CSR Laws; and</p> <p>28A.2.3 has adopted a written corporate and social responsibility policy that sets out its values for relevant activity and behaviour (including, without limitation, addressing the impact on employees, clients, stakeholders, communities and the environment by the Supplier's business activities).</p> <p>28A.3 The Supplier shall notify the Buyer in the event that its corporate and social responsibility policies conflict with,</p>
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	<p>or do not cover the same subject matter in an equivalent level of detail as is in, the CSR Policies.</p> <p>8) A new Clause 28B shall be added as follows:</p> <p>28B Modern Slavery</p> <p>28B.1 The Supplier represents and warrants that at the Start Date neither the Supplier, nor any of its officers and employees:</p> <p style="padding-left: 40px;">28B.1.1 have been convicted of any offence involving slavery and human trafficking; and</p> <p style="padding-left: 40px;">28B.1.2 having made reasonable enquiries, so far as it is aware, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.</p> <p>28B.2 The Supplier shall implement due diligence procedures for its Subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.</p> <p>If requested by the Buyer (no more than once annually), the Supplier shall prepare and deliver to the Buyer a slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business</p> <p>9) New Clauses 33.2 and 33.3 shall be added as follows:</p> <p>Data Protection Impact Assessment Delivery and Assistance</p> <p>33.2 Without limitation to the obligations as set out in Schedule 7 (GDPR Information), the Call-Off Contract and the Order Form, the Supplier shall provide a draft DPIA prior to Contract Award for each Deliverable under the Call-Off Contract.</p>
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	<p>33.3 The Supplier shall update the DPIA to be complete for the agreed Deliverable(s) and meeting all Law, prior to the Start date of the Call-Off Contract. The Supplier shall be responsible for updating the DPIA at each material change of the Deliverable(s) (including but not limited to each release of new software) and following any Variation.</p> <p>10) A new Clause 34 shall be added as follows:</p> <p>34 Assignment and Novation</p> <p>The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Call-Off Contract and/or any associated licences to the Department of Health, NHS England and / or any Central Government Body and the Supplier shall, at the Buyer's request, enter into an agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this clause 34 (Assignment and Novation).</p> <p>11) A new Clause 36 shall be added as follows:</p> <p>36 Execution and Counterparts</p> <p>36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.</p> <p>36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both</p>
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	<p>Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.</p> <p>12) Schedule 4 - Processing Data (Framework Agreement)</p> <p>11.1) A new paragraph 1A shall be added to Schedule 4 of the Framework Agreement as follows:</p> <p>1A Apart from where the Parties act as Joint Controllers, it is intended that the Parties will only act as independent Controllers of Personal Data under the Contract where the Supplier also carries out some Processing activities under the Contract as Processor on behalf of the Buyer as Controller.</p> <p>11.2) The reference to paragraph 16 in paragraph 28 of Schedule 4 of the Framework Agreement shall be deleted and replaced with a reference to paragraph 17.</p>
Public Services Network (PSN)	Not applicable.
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and

Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.
- 2.3 The individuals set out below shall execute this Call-Off Contract, on behalf of the Buyer and the Supplier, either using a manuscript signature or an electronic signature. A manuscript signature shall be placed in the execution block below, an electronic signature shall be evidenced in an execution block to be attached as the final page of this Call-Off Contract:

Signed:	Supplier	Buyer
Name of individual signing:	[REDACTED]	
Title:		
Email:		
Signature (only applicable for manuscript signature):		
Date (only applicable for manuscript signature):	12/16/2020	12/16/2020

Schedule 1: Services

Quantity	Service Description	Term (months)	Start Date	End Date
1,704,000 Units per each 12-months contract year, consisting of 1,704,000,000 cumulative search requests and a maximum of 142,000,000 records*	Premium Plan	24	January 1 2021	December 31 2022
1	Enterprise Foundation	24	January 1 2021	December 31 2022
1	Single Tenancy + Vault	24	January 1 2021	December 31 2022
1	Extended Retention of Analytics	24	January 1 2021	December 31 2022
1	Self-Service Crawler	24	January 1 2021	December 31 2022

Premium Plan includes:

- Access to Algolia's Search API, subject to the plan limits
- Infrastructure: Shared infrastructure with the search engine infrastructure located in the Search Infrastructure Location (unless otherwise selected by Subscriber via the Service).
- Security features of two factor authentication, encryption in transit and API keys as described at <https://www.algolia.com/security>.
- Multiuser team access for up to 20 users
- 10,000 synonyms per index
- Optional Filters
- Up to 10,000 Rules per index
- Query Suggestions (hosted in location setting selected by Subscriber via the Services)
- Search analytics & events analytics (access to Insights API) and retention of analytics data for up to 90 days. Analytics is hosted in the location setting selected by Subscriber via the Services.
- Access to Analytics and Monitoring advanced APIs

- A/B Testing
- Visual Editor
- Automated Personalization:
Upon Subscriber's instructions and/or configurations and submission of its end users' actions to Algolia through Algolia's Insights API, the Automated Personalization service allows Subscriber to collect information about its end users' activities and use such information to personalize search results. Subscriber may configure how Algolia interprets these actions through the Algolia dashboard. Automated Personalization permits Subscriber to send up to ten (10) million actions per day to Algolia's Insights API and make up to five (5) changes to its personalization configuration per day. Subscriber will have access to the profiling information it collects on its end users from Algolia and may use such end user information in accordance with its agreement with such end users and to the full extent permitted by applicable laws and regulations. Data from the Automated Personalization feature is hosted in the location setting selected by Subscriber via the Services (which shall be the same location selected for analytics).
- Essential support as described at <https://www.algolia.com/policies/support/>
- Success Plan:
Subscriber is initially eligible for Strategic Success Plan as described at <https://www.algolia.com/policies/terms/algolia-support-expert-services-success-offerings/#subscriber-success-offerings> based on the level of Subscriber's deployment. Subscriber's eligibility for this Success Plan depends on Subscriber's deployment level and Subscriber may later qualify for a different level of Success Plan. Subscriber and Algolia will review Subscriber's current Success Plan at each renewal period to factor in any changes to Subscriber's deployment levels.

Additional Features:

Extended Retention of Analytics

Search analytics & events analytics (access to Insights API) and retention of analytics data for an extended duration of 365 days.

Single Tenancy + Vault

- **Infrastructure:** Subscriber will have a dedicated search infrastructure located in the Search Infrastructure Location (unless otherwise selected by Subscriber via the Services) with a maximum capacity of 100 gigabytes per application, where the search data is stored with two separate providers for optimal reliability (with the exception of India and UAE).
- **Vault (Digital & Physical Security for Subscriber Data):** Algolia Vault is a security solution, providing both a user-configurable firewall and data encryption at rest with the purpose of providing additional security against unwanted digital and physical access to data. Algolia's user-configurable firewall allows subscribers to dynamically configure the IP restrictions of the provided software as a service platform to limit the reachability of the service from unauthorized networks. With data encryption at rest, Algolia is able to provide subscribers with physical safety of the subscribers' data on Algolia servers.

Crawler:

Subscriber may use the Crawler Service only to extract data from the Subscriber's domains to create searchable entries in indices, and Subscriber will obtain and maintain any required consents necessary to use the Crawler with the domains. The Crawler is provided "as is" and "as available" and is not covered by Service Level Agreement. Subscriber is responsible for any incurred costs, including infrastructure costs, associated with crawling the domains. Subscriber will have access to the crawler console, through which Subscriber may administer the Crawler. Data extracted from the domains by the Crawler is Subscriber Data. In addition to any Plan limits, the Crawler is subject to the following technical limits:

Crawler Data Limitations	
Size per Resource*	10 MB
*A resource means an HTML or non-HTML document (e.g. pdf, doc, jpeg).	
Number of Resource crawled (per month)	5 million (with a maximum of 500 000 non-HTML Resources or HTML pages requiring Javascript rendering)
Number of Crawling refresh/Recrawl (per day)	Manual: 100 Automatic: once

Enterprise Foundation:

- Additional security features, including advanced access and administration management with unlimited multi-user team access, SSO/SAML, encryption in transit, team permissions, and ACL (granular permissions) as described at <https://www.algolia.com/security>.
- Access to Algolia's HIPAA enabled service features (requires Subscriber selecting to turn on the HIPAA enabled features in the dashboard).
- Search analytics & events analytics (access to Insights API) and retention of analytics data for up to 90 days. Analytics is hosted in the location setting selected by Subscriber via the Services.
- Access to Analytics and Monitoring advanced APIs
- Sandbox with infrastructure located in the United States or Europe available for Subscriber's use for up to 5,000 Units per month (not included in SLA and not for production use)
- Enterprise Foundation SLA as described at <https://www.algolia.com/policies/sla>
- Enterprise Level Support and Success:
 - o Technical Onboarding Guidance as described on Schedule B
 - o Technical Account Manager as described at <https://www.algolia.com/policies/terms/algolia-support-expert-services-success-offerings/#technical-account-manager-services>

- o Premier Support as described at <https://www.algolia.com/policies/terms/algolia-premier-support/>
- o Advanced Success Plan as described at <https://www.algolia.com/policies/terms/algolia-support-expert-services-success-offerings/#subscriber-success-offerings>. Subscriber may be eligible for a higher level of Success Plan based on Subscriber’s level of deployment.

New Features

If the Supplier releases new features during the Term, the Supplier reserves the right to provide such new features to the Buyer at an additional cost, provided that those new features may not be used, and the Buyer shall not be responsible for paying any additional costs in relation to those new features, unless agreed in writing by the Parties.

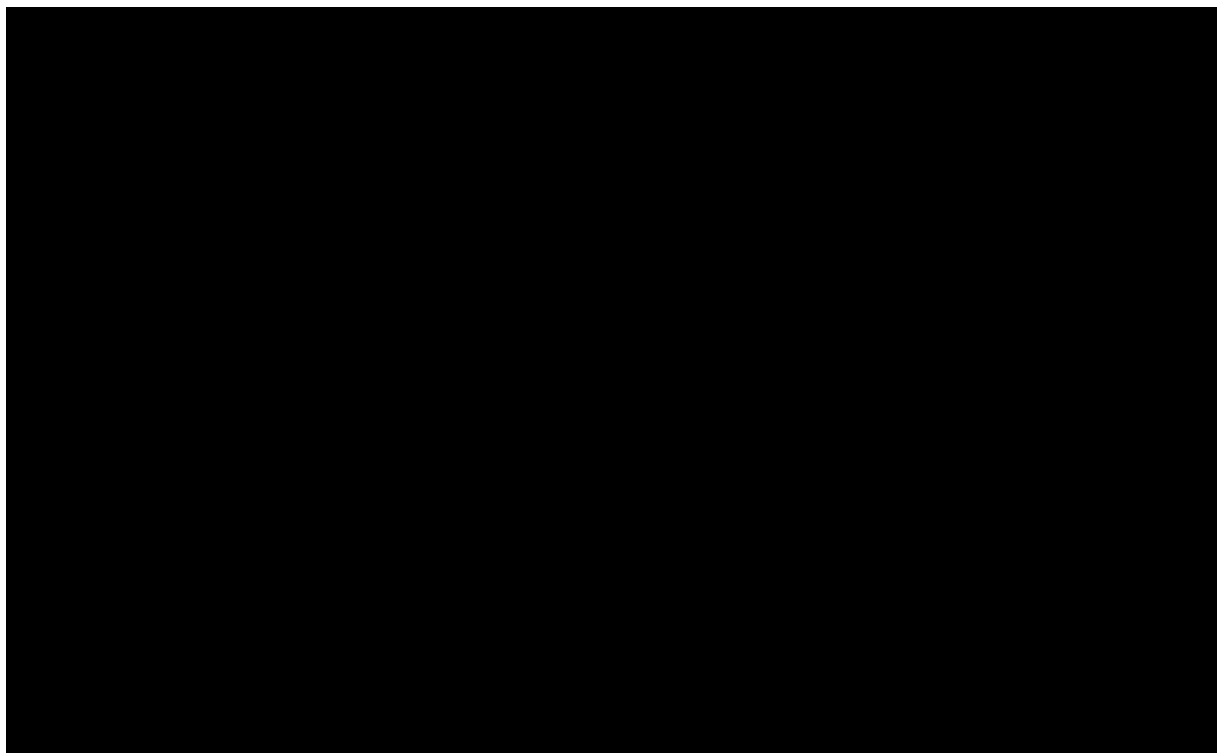
Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier’s Digital Marketplace pricing document) can’t be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

Subscribed Services:

Initial usage charges:

Quantity	Service Description	Term (months)	Start Date	End Date	Committed Amount
[REDACTED]					



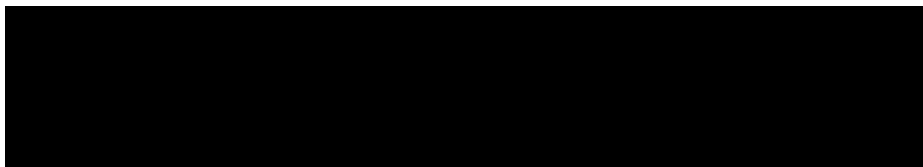
***12 Units = a maximum of 12,000 search requests and 1,000 records**

Excess usage will be charged as follows:

Algolia will provide the Subscriber with a subscription to the Premium Plan to use up to the number of Units subscribed as detailed in the table above ("**Included Usage**").

If the Subscriber's usage exceeds the initial (as set forth above) or subsequently increased Included Usage limit ("**Excess Usage**"), Algolia will automatically enable and invoice fees for Excess Usage at the rate of [REDACTED] provided that the Subscriber will have ten (10) days after first exceeding its Included Usage limit to contact Algolia (email acceptable) and request to increase its Included Usage limit to cover its Excess Usage to such date and any future usage at the discounted rates set forth below. If the Subscriber makes such a request within ten (10) days after first exceeding its included Usage limit, Algolia will

[REDACTED] and invoice for the same in accordance with the discounted rates set forth below. If the Subscriber does not request to increase its Included Usage limit within such ten (10) days period, Algolia will proceed with invoicing the Subscriber for its Excess Usage at the rate of [REDACTED] as set forth above. If the Subscriber exceeds its Included Usage limit again at a later date, the Subscriber may initiate the same process to further increase its Included Usage limit at the discounted rates set forth below.



The Premium Plan is subject to (i) an average 10 kilobyte per record size limit with a maximum size per record limit of 100 kilobyte, and (ii) a maximum data size of 100 gigabytes per application. The Subscriber may use up to 10 applications under the Plan. If the Subscriber exceeds the limit on record size and data size per application, Algolia may either degrade or suspend Services until the Subscriber adjusts usage to fit Plan limits.

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 4.1 (Warranties and representations)
 - 4.2 to 4.7 (Liability)
 - 4.11 to 4.12 (IR35)
 - 5.4 to 5.5 (Force majeure)
 - 5.8 (Continuing rights)
 - 5.9 to 5.11 (Change of control)
 - 5.12 (Fraud)
 - 5.13 (Notice of fraud)
 - 7.1 to 7.2 (Transparency)
 - 8.3 (Order of precedence)
 - 8.6 (Relationship)
 - 8.9 to 8.11 (Entire agreement)
 - 8.12 (Law and jurisdiction)
 - 8.13 to 8.14 (Legislative change)
 - 8.15 to 8.19 (Bribery and corruption)
 - 8.20 to 8.29 (Freedom of Information Act)
 - 8.30 to 8.31 (Promoting tax compliance)
 - 8.32 to 8.33 (Official Secrets Act)
 - 8.34 to 8.37 (Transfer and subcontracting)

- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- 2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'
- 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 3 If requested by the Buyer, the Supplier must promptly provide a copy of its business continuity and disaster recovery plan to the Buyer for review.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause, and as further set out in this Call-Off Contract. For the avoidance of doubt, nothing in this Clause shall diminish the Supplier's responsibility and liability for any agent, Subcontractor, or consultant of the Supplier providing any part of the Services, and the insurance maintained by the Supplier in accordance with this Call-Off Contract will be adequate to address and cover any acts or omissions of the Supplier's agents, Subcontractors, or consultants.
- 9.2 In addition to the insurance requirements set out above in this Call-Off Contract, the Supplier will ensure that:

- 9.2.1 the Supplier maintains third party public and products liability insurance sufficient to include a claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000.
 - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
 - 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88, and any third part claim arising out of such breach. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- 11.5.1 rights granted to the Buyer under this Call-Off Contract
 - 11.5.2 Supplier's performance of the Services
 - 11.5.3 use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- 11.6.1 modify the relevant part of the Services without reducing its functionality or performance

- 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
- 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
 - 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
 - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
 - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
 - 12.2.1 providing the Buyer with full details of the complaint or request
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
 - 12.2.4 providing the Buyer with any information requested by the Data Subject

- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
 - 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards.

- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the

Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
 - 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach).

Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

- 18.1 Unless otherwise permitted by the terms of this Call-Off Contract, the Buyer can End this Call-Off Contract at the end of the Term, or at the end of any of the two successive 12-month term after the Term, by giving 30 days' written notice to the Supplier prior to the end of the end of the-said 12-month term, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the last day of the 12-month term.

- 18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will

reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.

- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.

- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - 21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity – including section 10.1. of Part B -- or otherwise) will be set as follows:

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any

loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 [Intentionally Omitted]

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as

reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement

Not used.

Schedule 4: Alternative clauses

Not used.

Schedule 5: Guarantee

Not used.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.

Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').

Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR

Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.

Employment Status Indicator test tool or ESI tool	<p>The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here:</p> <p>https://www.gov.uk/guidance/check-employment-status-for-tax</p>
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.

Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.

Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.

Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.

Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.

Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Subscriber	Means the Buyer.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).

Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

For the avoidance of doubt, and notwithstanding any other provision of this Call-Off Contract (including the Schedules):

- There will be no personal data being used or processed by the Supplier in relation to providing any of the G-Cloud Services, except in relation to:
 - IP addresses for analytic purposes, provided that only Microsoft IP addresses may be used, and only in a way which prevents them from being used to identify any individual; and
 - The names and email addresses of a limited number of Buyer employees or authorised representatives, used solely for the purpose of allowing the Buyer to access and use the administrative functions of the Services.
- The personal data referenced above may only be used and stored in the United Kingdom, and may not be transferred outside of the United Kingdom without first receiving explicit instructions to do so by the Buyer. The terms of this Call-Off Contract are considered to be instructions from the Buyer to the Supplier in relation to processing data as set out in this Schedule.
- The Services may not contain any personalisation services unless the Buyer requests the same, and the Supplier has agreed to the Buyer's data protection terms.
- Should the data protection position set out in this Call-Off Contract change over the Term, the parties will amend this Schedule of the Call-Off Contract to include and/or update the appropriate terms as required by the Buyer to protect that personal data before any personal data can be used or processed by the Supplier.
- Personal Data will be processed according to the terms of the Algolia Data Processing Agreement ("DPA") available at <https://www.algolia.com/pdf/DPA-latest.pdf>, and according to the terms of this Schedule 7, except that, notwithstanding Clause 11 (Effect of this DPA) of the DPA, in the event of a conflict or inconsistency between the provisions of this Call-Off Contract and the DPA in relation to personal data processed pursuant to this Call-Off Contract, the Call-Off Contract shall take precedence.

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
nhsdigital.dpos@nhs.net
- 1.2 The contact details of the Supplier's Data Protection Officer are: legal@algolia.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	NHS Digital
Subject matter of the Processing	Provision of the Services as per this Call-Off Contract.
Duration of the Processing	The Term, plus 90 days after termination.
Nature and purposes of the Processing	Copy, storage, modification, for the purpose of providing the Services as per this Call-Off Contract.
Type of Personal Data	<ul style="list-style-type: none"> • For Employees of the Buyer using the dashboard: <ol style="list-style-type: none"> 1. First, Middle and Last Name of Buyer employees or authorised representatives selected by the Buyer 2. Title 3. Position 4. Employer 5. Business Contact Information (company, email, physical address, phone number) 6. Microsoft IP addresses • For Buyer's users authorized by Buyer to use the Services (who are natural persons) <ol style="list-style-type: none"> 1. IP address or Azure IP, as provided by the Buyer to the Supplier. In a back-end implementation, Supplier only receives Azure IP data. 2. Localization (country) of the incoming request

	3. Search request, clicks, views, conversions, as needed to provide the Services to the Buyer
Categories of Data Subject	Employees or authorised representatives of the Buyer (who are natural persons) Buyer's users authorized by the Buyer to use the Services (who are natural persons)
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Complete destruction 90 days after Call-Off Contract termination.

Annex 2: Data Processing Agreement

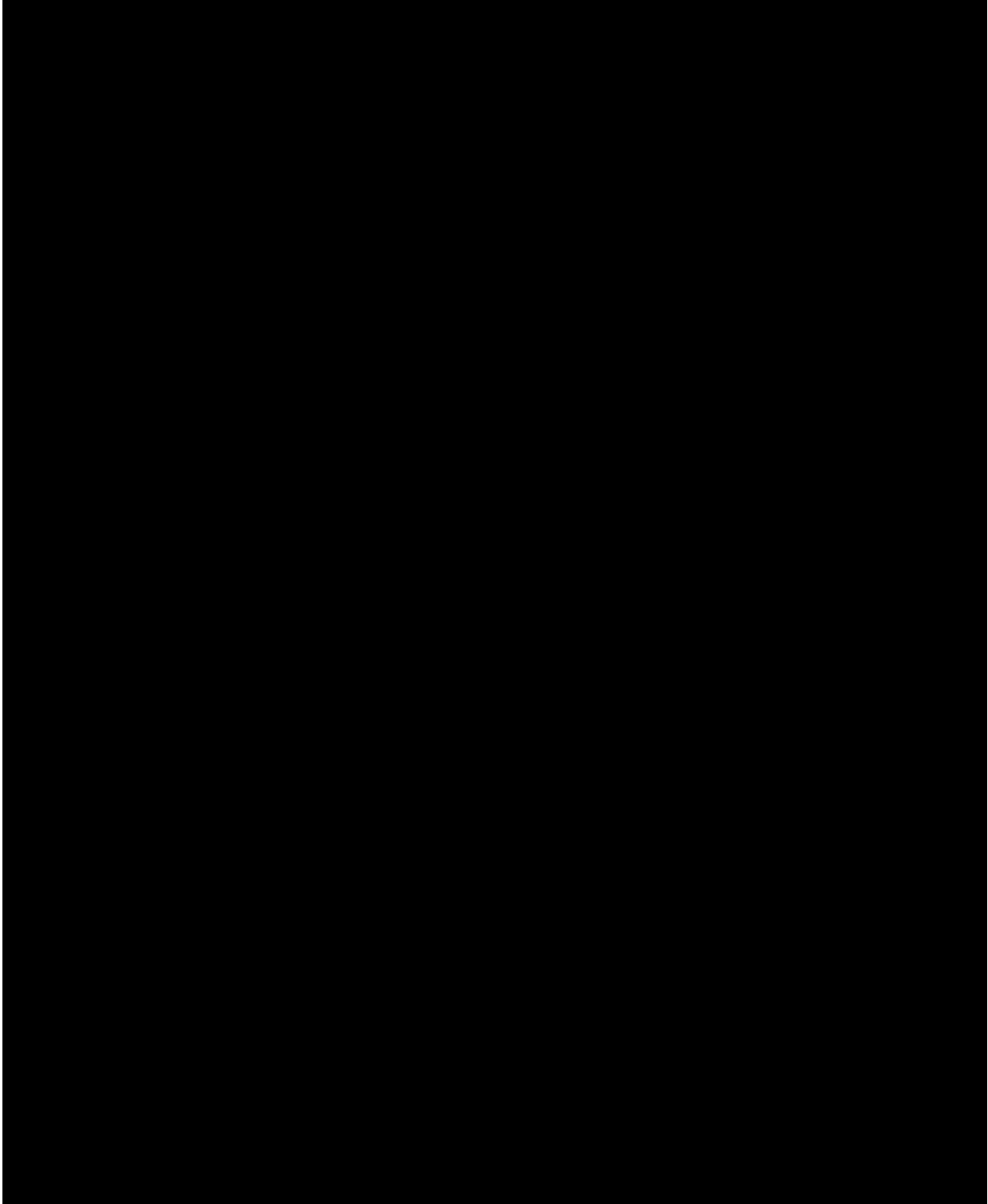
Available at [REDACTED]

Schedule 8: Supplier Service Order

Supplier Service Order

Subscriber	NHS Digital			
Attention:	Business/Corporate Contact Information (if different from Billing Contact)		Billing Contact Information (if different from Business/Corporate contact)	
Address (including country):	NHS Shared Business Services T56 Payable A125 Phoenix House Topcliffe Lane Tingley Wakefield WF3 1WE UK		NHS Shared Business Services T56 Payable A125 Phoenix House Topcliffe Lane Tingley Wakefield WF3 1WE UK	
Name of Contact:	[REDACTED]			
Phone:				
Email:				
Is a PO Number required? No If Yes, PO Number: (If left blank, Subscriber is confirming that no PO Number is required.)	Payment Terms: Net 30	Payment Schedule: Annual	Method of Payment: Wire Transfer	Billing Currency: US Dollar
Search Infrastructure Location:			UK	

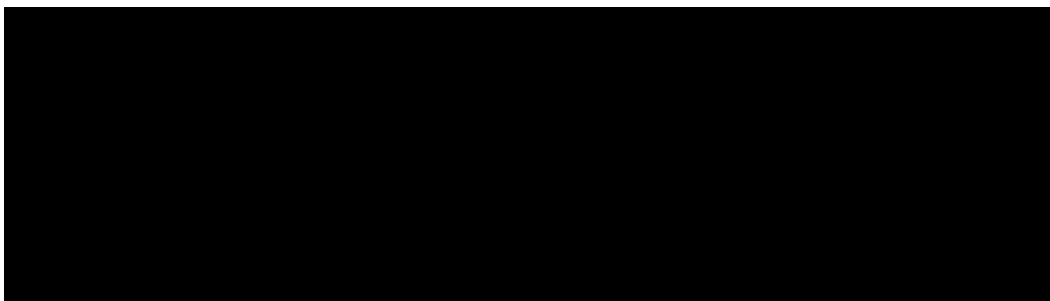
Subscribed Services:



Premium Plan Terms and Conditions

Subject to the terms of this Call-Off Contract, during its term, Supplier will provide Subscriber with a subscription to the Premium Plan to use up to the number of Units subscribed ("**Included Usage**") and any Additional Features as described on Schedule A (the "**Plan**"). Subscriber's initial Included Usage limit and corresponding fees are set forth above.

If Subscriber's usage exceeds the initial (as set forth above) or subsequently increased Included Usage limit ("**Excess Usage**"), Supplier will automatically enable and invoice fees for Excess Usage at the rate of [REDACTED] provided that Subscriber will have ten (10) days after first exceeding its Included Usage limit to contact Supplier (email acceptable) and request to increase its Included Usage limit to cover its Excess Usage to such date and any future usage at the discounted rates set forth below. If Subscriber makes such a request within ten (10) days after first exceeding its included Usage limit, Supplier will [REDACTED] and invoice for the same in accordance with the discounted rates set forth below. If Subscriber does not request to increase its Included Usage limit within such ten (10) days period, Supplier will proceed with invoicing Subscriber for its Excess Usage at the rate of [REDACTED] as set forth above. If Subscriber exceeds its Included Usage limit again at a later date, Subscriber may initiate the same process to further increase its Included Usage limit at the discounted rates set forth below.



The Premium Plan is subject to (i) an average 10 kilobyte per record size limit with a maximum size per record limit of 100 kilobyte, and (ii) a maximum data size of 100 gigabytes per application. Subscriber may use up to 10 applications under the Plan. If Subscriber exceeds the limit on record size and data size per application, Supplier may either degrade or suspend Services until Subscriber adjusts usage to fit Plan limits.

Supplier will invoice Subscriber on the Effective Date of the Service Order based on (i) Subscriber's Plan (in advance according to the Payment Schedule set forth above) and (ii) if applicable, Subscriber's Excess Usage (monthly in arrears). Subscriber will pay all fees in the currency set forth in the Service Order. If Subscriber elects to pay by credit card or another non-invoiced form of payment, Supplier will charge (and Subscriber will pay) all fees immediately when billed. If Supplier agrees to invoice Subscriber, all fees are due according to the Payment Terms set forth above. Subscriber's obligation to pay fees is non-cancellable, and Supplier's measurement of Subscriber's use of the Services is final. Included Usage and Units of Excess Usage are non-transferrable, and corresponding fees may not be credited or refunded. Unused Included Usage is not carried forward from one contract year of 12 months to future 12 months contract years. Subscriber may not downgrade its Plan or Included Usage during the term of this Service Order.

Schedule A

Premium Plan includes:

- Access to Supplier's Search API, subject to the plan limits
- Infrastructure: Shared infrastructure with the search engine infrastructure located in the Search Infrastructure Location (unless otherwise selected by Subscriber via the Service).
- Security features of two factor authentication, encryption in transit and API keys as described at <https://www.algolia.com/security>.
- Multiuser team access for up to 20 users
- 10,000 synonyms per index
- Optional Filters
- Up to 10,000 Rules per index
- Query Suggestions (hosted in location setting selected by Subscriber via the Services)
- Search analytics & events analytics (access to Insights API) and retention of analytics data for up to 90 days. Analytics is hosted in the location setting selected by Subscriber via the Services.
- Access to Analytics and Monitoring advanced APIs
- A/B Testing
- Visual Editor
- Automated Personalization is not currently permitted or provided under this Call-Off Contract. Should this change, and upon the Buyer and Supplier first entering into a written agreement for Automated Personalization services, the following paragraph shall apply:

Upon Buyer's instructions and/or configurations and submission of its end users' actions to Supplier through Supplier's Insights API, the Automated Personalization service allows Buyer to collect information about its end users' activities and use such information to personalize search results. Buyer may configure how Supplier interprets these actions through the Supplier dashboard. Automated Personalization permits Buyer to send up to ten (10) million actions per day to Supplier's Insights API and make up to five (5) changes to its personalization configuration per day. Buyer will have access to the profiling information it collects on its end users from Supplier and may use such end user information in accordance with its agreement with such end users and to the full extent permitted by applicable laws and regulations. Data from the Automated Personalization feature is hosted in the location setting selected by Buyer via the Services (which shall be the same location selected for analytics).
- Essential support as described at <https://www.algolia.com/policies/support/>
- Success Plan:

Subscriber is initially eligible for Strategic Success Plan as described at <https://www.algolia.com/policies/terms/algolia-support-expert-services-success-offerings/#subscriber-success-offerings> based on the level of Subscriber's deployment. Subscriber's eligibility for this Success Plan depends on Subscriber's deployment level and Subscriber may later qualify for a different level of Success Plan. Subscriber and Supplier will review Subscriber's current Success Plan at each renewal period to factor in any changes to Subscriber's deployment levels.

Additional Features:

Extended Retention of Analytics

Search analytics & events analytics (access to Insights API) and retention of analytics data for an extended duration of 365 days.

Single Tenancy + Vault

- **Infrastructure:** Buyer will have a dedicated search infrastructure located in the Search Infrastructure Location (unless otherwise selected by Buyer via the Services) with a maximum capacity of 100 gigabytes per application, where the search data is stored with two separate providers for optimal reliability (with the exception of India and UAE).
- **Vault (Digital & Physical Security for Subscriber Data):** Supplier Vault is a security solution, providing both a user-configurable firewall and data encryption at rest with the purpose of providing additional security against unwanted digital and physical access to data. Supplier’s user-configurable firewall allows subscribers to dynamically configure the IP restrictions of the provided software as a service platform to limit the reachability of the service from unauthorized networks. With data encryption at rest, Supplier is able to provide subscribers with physical safety of the subscribers’ data on Supplier servers.

Crawler:

Buyer may use the Crawler Service only to extract data from the Buyer's domains to create searchable entries in indices, and Buyer will obtain and maintain any required consents necessary to use the Crawler with the domains. The Crawler is provided "as is" and "as available" and is not covered by Service Level Agreement. Buyer is responsible for any incurred costs, including infrastructure costs, associated with crawling the domains. Buyer will have access to the crawler console, through which Buyer may administer the Crawler. Data extracted from the domains by the Crawler is Subscriber Data. In addition to any Plan limits, the Crawler is subject to the following technical limits:

Crawler Data Limitations	
Size per Resource*	10 MB
*A resource means an HTML or non-HTML document (e.g. pdf, doc, jpeg).	
Number of Resource crawled (per month)	5 million (with a maximum of 500 000 non-HTML Resources or HTML pages requiring Javascript rendering)
Number of Crawling refresh/Recrawl (per day)	Manual: 100 Automatic: once

Enterprise Foundation:

- Additional security features, including advanced access and administration management with unlimited multi-user team access, SSO/SAML, encryption in transit, team permissions, and ACL (granular permissions) as described at <https://www.algolia.com/security>.
- Access to Supplier's HIPAA enabled service features (requires Buyer selecting to turn on the HIPAA enabled features in the dashboard).
- Search analytics & events analytics (access to Insights API) and retention of analytics data for up to 90 days. Analytics is hosted in the location setting selected by Buyer via the Services.
- Access to Analytics and Monitoring advanced APIs
- Sandbox with infrastructure located in the United States or Europe available for Buyer's use for up to 5,000 Units per month (not included in SLA and not for production use)
- Enterprise Foundation SLA as described at <https://www.algolia.com/policies/sla>
- Enterprise Level Support and Success:
 - Technical Onboarding Guidance as described on Schedule B
 - Technical Account Manager as described at <https://www.algolia.com/policies/terms/algolia-support-expert-services-success-offerings/#technical-account-manager-services>
 - Premier Support as described at <https://www.algolia.com/policies/terms/algolia-premier-support/>
 - Advanced Success Plan as described at <https://www.algolia.com/policies/terms/algolia-support-expert-services-success-offerings/#subscriber-success-offerings>. Buyer may be eligible for a higher level of Success Plan based on Buyer's level of deployment.

New Features

If Algolia releases new features during the Term, Algolia reserves the right to provide such new features to the Buyer at an additional cost.

Schedule B

Technical Onboarding Guidance Services:

Supplier Expert Services (“**Expert Services**”) will provide a Solution Architect to consult and advise on search and discovery, platform configuration, and provide training delivered via remote workshops, and status check-ins. The Solution Architect will augment Subscriber’s team, enabling Subscriber to design, implement, and deploy the Services.

Services Period: Must start within 60 calendar days from Start Date.

Supplier will perform the following Expert Services:

- Access to an Supplier Solution Architect for 100 calendar days, up to 3 hours a week, inclusive of remote workshops, status meetings, and technical advisory on a single search application on a single platform.
- Workshops (up to 1 hour each in duration)
 - Kickoff
 - Introduce teams, validate scope and project timeline
 - Review Supplier key concepts and technology landscape
 - Search and Discovery Patterns
 - Advise on defining end-user personas, industry search and discovery patterns as related to Subscriber’s Supplier implementation
 - Data Model and Synchronization
 - Advise on outcome-oriented data modeling and indexing strategies
 - Advise on data schemas and strategies for managing data flows
 - Building the User Interface
 - Provide an InstantSearch overview, walk through coding examples, and analytics opportunities for Subscriber’s Supplier implementation
 - Relevance
 - Provide an overview of Supplier’s relevance algorithm and features, advising on developing a ranking strategy
 - Project Release Readiness
 - Response to technical questions
- Technical consultancy
 - Response to technical questions
 - Weekly status check-ins
 - Initial requests to be submitted via email
- Deliverables
 - Workshop instructional workbooks
 - Workshop summary and recommendations

Expert Services Specific Terms:

- **Expert Services Do Not Include:**
 - Code authoring, delivery, and maintenance
 - Design and implementation of User Interfaces
 - Configuration of dashboard or any other Services
 - Staging and deployment to production
 - Providing systems, functional or performance testing, including test scripts and execution
 - Data indexing activities and data transformation or synchronization scripts that may be required
 - On-call support during Subscriber Deployment
- **Unused Services** - All Expert Services subscriptions must be used within the services period provided for in the applicable Expert Services offering. Any Expert Services not used within the applicable services period will be automatically forfeited by Subscriber, with no further action required of either party. Subscriber will not be entitled to a refund of fees paid or any credit towards additional or other Services for any portion of the Expert Services not used within the applicable services period.
- **General:**
 - Supplier reserves the right to determine which of its personnel shall be assigned to perform the Expert Services, and to replace or reassign such personnel during the term of the subscription.
 - In order to receive or expect the Expert Services, Subscriber shall, prior to project kickoff, grant the assigned Supplier personnel access to tools, wireframes, diagrams, designs, analytics, assets, systems, platforms or any other software necessary to deliver the Expert Services.
 - Subscriber will ensure a timely response to Supplier requests or messages. If a response to any such request or inquiry is not received within 48 hours, the issue may be escalated to Subscriber's assigned project leader for prompt resolution.
 - Delivery of deliverables within the defined services period is contingent upon Supplier receiving time sensitive resources for the project from Subscriber, including the time of Subscriber's designated project leader and other stakeholders (e.g., participation of the applicable stakeholders in training workshops).

Schedule 9: Subcontractors or Partners

For the avoidance of doubt, this Schedule 9 is included for the purpose of identifying the Supplier’s Subcontractors or Partners in this Call-Off Contract.

Infrastructure Sub-contractors or Partners

Supplier operates worldwide infrastructure in co-location and server hosting facilities of our infrastructure partners together with industry leading cloud service providers. Supplier owns and controls logical access to the infrastructure maintained by the entities set forth below, while these entities maintain the physical security of the servers, network and the data center.

Entity Name tion	Entity Type	Corporate Loca- tion
Amazon Web Services, Inc.	Cloud Service Provider	United States, with data processing located in [REDACTED].
Google LLC	Cloud Service Provider	United States, with data processing located in [REDACTED]
LeaseWeb Global B.V.	Server Provider	Netherlands
OVH SAS	Server Provider	France
[REDACTED]		
Hetzner Online GmbH	Server Provider	Germany
Anexia Internetdienstleistungen GmbH	Server Provider	Austria
WANSecurity Inc. NOTE: At the date of signature of this Call-Off Contract and so long as the Buyer only uses an EU located DSN, this sub-processor will not be used (i.e. will not receive any personal data).	Server Provider	United States
Internap Corporation	Server Provider	United States, with data processing located in [REDACTED]
[REDACTED]		

[REDACTED]		
Equinix, Inc. NOTE: At the date of signature of this Call-Off Contract and so long as the Buyer only uses an EU located DSN, this sub-processor will not be used (i.e. will not receive any personal data).	Server Provider and Data Center	United States

Service Specific Sub-contractors or Partners

Supplier works with certain third-parties to provide a specific functionality within its Services. These third-parties are Sub-contractors or Partners with limited use indicated below and access to Buyer data only as permitted by the Call-Off Contract, for the sole purpose of providing the relevant functionality.

Entity Name	Purpose	Corporate Location
[REDACTED]		
Cloudflare, Inc.	Cloudflare provides content distribution (CDN), security and DNS services for web traffic to and from the services. The primary information Cloudflare has access to is information in and associated with the Supplier website URL that the end-user is interacting with (which includes end-user IP address).	United States. The Processing is located worldwide, depending on where Buyer's administrators will access it from. Subject to the Buyer accessing the Dashboard from the UK only, this processing will only be located in [REDACTED]

Supplier Group Sub-contractors or Partners

The following entities are the current members of the Supplier Group. Accordingly, they may provide parts of the Services.

Entity Name	Country
Algolia SAS	France
Algolia Limited	United Kingdom