



Slack Technologies Limited
Level 1, Block A, Nova Atria North
Sandyford Business District, Dublin 18, Ireland
Registered: Dublin, Ireland
Registered No: 558379

ORDER FORM Department for International Trade UK
Offer Valid Through: 31/01/2023
Proposed By: [REDACTED]

ORDER FORM Primary Quote Q-110108

ADDRESS INFORMATION

Bill To:
1 Victoria Street
London
England, SW1H 0ET
United Kingdom

Ship To:
1 Victoria Street
London
England, SW1H 0ET
United Kingdom

Company Name: Department for International Trade UK ("Customer")

Payment Terms: Net 30

SERVICES

SUBSCRIPTION SERVICES

Subscription Plan	Order Term* (Months)	Order Form Start Date	Order Form End Date	Number of Users**	Price Per User	One Time Credits	Subscription Fees
Business+ plan	12	31/01/2023	30/01/2024	134	GBP 117.00	GBP (1,254.24)	GBP 14,423.76
TOTAL:							GBP 14,423.76

* If this Order Form is executed after the Order Form Start Date listed above, Slack may adjust the Order Form Start Date and Order Form End Date, without increasing the total price or altering the term length, based on the date Slack provisions the Services to Customer.

**Slack will invoice the current number of users at the time of provisioning if it exceeds the number listed above.

Feature Name	Location
Data Residency	See Data Residency Schedule

Subscription Services Terms

TEAM SUBSCRIPTION.

Unlimited Usage & Growth. Subject to the terms of this Order Form, and in exchange for payment of the flat fee specified above, Customer may add an unlimited number of users to the team with the following Slack URL(s):

Primary team: ditdigitalteam.slack.com (T0CVC25JT)

All team(s): ditdigitalteam.slack.com

Fee Calculation. Slack calculated the flat fee above based on Customer's good faith projection of user numbers within the team(s) identified above. If Customer is acquired by a third party or wishes to consolidate multiple teams into one centrally managed team, then Customer may request that the parties work together to execute a replacement Order Form that adjusts the fee to account for higher projections of user numbers.

BILLING & RENEWALS

Usage Credits. Because of the unique fee arrangement under this Order Form, the "Fair Billing Policy" described in the Agreement or Documentation, as the case may be, will not apply.

Renewals. Unless otherwise specified in this Order Form, any renewal of this Order Form must be agreed upon in writing by the parties. When recalculating renewal fees, Slack will take into account both historical and projected user numbers. If the parties are unable to agree to a renewal in writing prior to the expiration of this Order Form, Customer shall have the option to deactivate the Services, or provide Slack with a notice of non-renewal. However, if Customer takes neither action, then until such time as the parties agree to a renewal in writing, Slack reserves the right to either suspend Customer's access to the Services, or bill Customer on a month-to-month basis at the same price/user (prorated) as the immediately preceding order period, for the number of users as of the expiration date of the current Order Term or the immediately preceding monthly extension period, as applicable.

Data Residency Feature. By entering into this Order Form, Customer authorizes Slack to enable functionality that permits Customer to designate the geographic location to store Customer Data for processing in data center(s) and backup data center(s) located in the regions identified in the Data Residency Schedule (the "Data Residency Region") (collectively, the "Data Residency Feature"). Customer affirmatively elects to store, and authorizes Slack to migrate (as applicable), Customer Data associated with the teams listed in Data Residency Schedule (attached hereto) in the Data Residency Region. For a Customer purchasing for the first time (as opposed to a Customer renewing the feature), Slack will enable the Data Residency Feature within a reasonable amount of time following Slack's provisioning of the Services. For the avoidance of doubt, once the Services are provisioned to Customer, the Services are deemed delivered. Customer acknowledges and agrees that only Customer Data will be stored in the designated Data Residency Region, and that the Services will otherwise store and process non-Customer Data and other information in accordance with the Agreement.

Customer acknowledges and agrees that notwithstanding the foregoing, (1) Customer Data submitted prior to the date the Data Residency Feature is enabled, and (2) certain limited categories of Customer Data, as more fully described in the Documentation, may be delayed or unavailable for storage in the Data Residency Region during the Order Term. During the Order Term, Customer may contact its Slack account executive for additional information regarding such categories of Customer Data. To the extent Customer enables the external shared channels feature of the Services, certain Customer Data submitted to the external shared channel(s) may be stored and processed outside of the Data Storage Region, as more fully described in the Documentation. Customer further acknowledges and agrees that once Customer submits Customer Data for storage in the Data Residency Region, such Customer Data will remain in the Data Residency Region described on the Data Residency Schedule during the Order Term and the term of any replacement or renewal of the Services, and that there are currently no Services or support offered by Slack to migrate Customer Data from the Data Residency Region to another data center or geographic location for storage.

UK Data Residency Terms. If Customer identifies the United Kingdom as a Data Residency Region, the following additional terms shall apply to the associated Data Residency Team(s) described in the Data Residency Schedule (each such Data Residency Team, a “UK Team”):

Customer acknowledges and agrees that as of the Effective Date of this Order Form, the Services support backup of Customer Data in London, United Kingdom, but do not support backup of Customer Data outside of the London, United Kingdom geographic region. By selecting the United Kingdom (“UK”) as a Data Residency Region, Customer understands the risks of storing Customer Data for processing in data center(s) in only one geographic region in the UK (e.g. Slack may be unable to provide the Services in the event of a natural disaster or an outage affecting all Amazon Web Services data centers in London). As such, Slack recommends that Customer take reasonable precautions to mitigate any impacts from such events (e.g. utilize the available API feature(s) of the Services and/or integrate the Services with third party eDiscovery apps available in the Slack App Directory to store information in third party data warehouses, as more fully explained in the Documentation). In the event additional geographic locations for backup of Customer Data become available in the UK, Customer hereby authorizes Slack to utilize such additional geographic region. Customer may request updates to Slack’s geographic regions for data storage and backups by contacting its account executive.

Notwithstanding anything to the contrary, in the event of a London Service Outage (defined below), Customer may either: (i) request and authorize Slack in writing to temporarily store Customer Data and operate the Services associated with the UK Team(s) in a different geographic region until Slack is able to restore the Services in the UK, or (ii) terminate the Services with respect to the UK Team(s) under this Order Form upon written notice to Slack, without penalty or further liability, provided that such notice is received by Slack during the London Service Outage or within ten (10) business days following the London Service Outage. “London Service Outage” means any one (1) interruption or outage that results in the total disruption of the Services lasting more than three (3) consecutive days. In the event of a termination for a London Service Outage, Slack shall refund Customer for any prepaid fees covering the remainder of the term of Services subscriptions associated with only the UK Team(s) after the termination date. Such termination right constitutes Customer’s sole and exclusive remedy for any London Service Outage.

Subscription Payment Terms. Notwithstanding anything to the contrary, Fees for the Order Term will be invoiced on or around the Order Form Start Date.

QUOTE SPECIAL TERMS

One-Time Credit. The GBP 1,254.24 credit to the fees payable under this Order Form is a one-time accommodation, limited to only this Order Form. The credit will be applied to the initial invoice, but applied on a pro-rata basis over the applicable Order Term. For the avoidance of doubt, in no case shall this credit, or any portion of this credit, be applied to any other Order Form.

Search Optimization Authorization. Customer acknowledges that SFDC, including Slack, may access Customer Data submitted to the Services for the purpose of improving and training services and features Customer may access, and Customer instructs SFDC to process its Customer Data for such purpose. Customer retains all ownership of its Customer Data and SFDC retains all ownership in and to aggregated machine learning results.

Definitions. "Authorized User" has the same meaning as "User" in the Agreement.

SLA. The following services level agreement (SLA) shall apply to the Slack Services described therein during the subscription term, as may be updated from time to time:
<https://slack.com/terms/service-level-agreement>. For clarity, no other service level commitment offered by SFDC or its Affiliates applies to anything ordered under this Order Form. "SFDC" means Salesforce. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, and "control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Support. Except to the extent otherwise specified herein, the support applicable to the Slack Services ordered in this Order Form during the subscription term is described at www.slack.com/help. No other support plans offered by SFDC or any of its Affiliates apply to anything ordered under this Order Form.

Usage Guide. For clarity, for purposes of the Slack Services ordered in this Order Form, the Documentation also includes Slack's usage guides and policies, as updated from time to time, accessible via www.slack.com/help or login to applicable Service.

PURCHASE ORDER INFORMATION**Purchase Order Information:**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

☐ No - No PO Needed

☒ Yes - Please complete below and provide a copy of the PO

PO Number: 423000026717

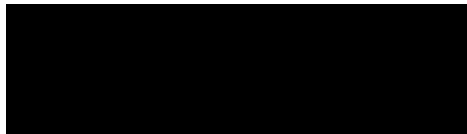
PO Amount: £14,423.76

VAT/GST ID: GB 888 8504 55

Please provide Slack with any VAT/GST ID applicable to Customer. For more information, please see our help center article on VAT found here: <https://get.slack.help/hc/en-us/articles/226166647-Sales-tax>

Billing Contact Information:

Billing Contact Email(s):



Billing Contact Phone Number:

Payment Method:

Acceptable payment methods include checks or bank transfers. Credit card payment is not accepted.

Upon signature by Customer and submission to Slack, this Order Form shall become legally binding unless this Order Form is rejected by Slack for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Fees are non-cancelable. This Order Form is governed by the terms of the Salesforce MSA found at <https://www.salesforce.com/company/msa.jsp>, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. For clarity, the Slack entity identified at the beginning of this Order Form shall be deemed to be "SFDC" for purposes of applying the Salesforce MSA to this Order Form. Slack may assign this Order Form to any of its Affiliates.

CUSTOMER SIGNATURE

Company: Department for International Trade UK

Signature:

Name:

Title:

Dated: 1/31/2023

DATA RESIDENCY SCHEDULE

Data Residency Region

Data Residency Location	Backup Data Residency Location	Data Residency Teams*
United Kingdom	United Kingdom	ditdigitalteam.slack.com (T0CVC25JT);

*Applicable to only Enterprise Grid customers: Customer data for workspaces in Exhibit A that had not previously selected a Data Residency Location will continue to be stored in the United States until migration of such teams to the Enterprise Grid is complete.