



Crown
Commercial
Service

G-Cloud 11 Call-Off Contract (version 4)

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Part A - Order Form

Digital Marketplace service ID number:	946625310767997
Call-Off Contract reference:	CPD4121073
Call-Off Contract title:	MHCLG Shielding Ticketing Software (Freshdesk)
Call-Off Contract description:	MHCLG Shielding Ticketing Software (Freshdesk) 50 licences for 12 months
Start date:	15/07/2020
Expiry date:	16/07/2021
Call-Off Contract value:	£18,870.00 excluding VAT
Charging method:	Invoice/BACS
Purchase order number:	TBA

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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	Ministry of Housing, Communities and Local Government (MHCLG) Fry Building, 2 Marsham Street, London SW1P 4DF.
To: the Supplier	Freshworks Inc 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403 33-121-8825
Together: the 'Parties'	

Principle contact details

For the Buyer:	REDACTED
For the Supplier:	REDACTED

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 15/07/20 and is valid for 12 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 30 days written notice before its expiry.
Extension period:	This Call-Off Contract can be extended by the Buyer for 1 period of 12 months, by giving the Supplier 30 days written notice before its expiry.

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:	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: Freshdesk Customer Engagement Suite is available in Schedule 9 below (pages 71-106)
Additional Services:	Not applicable
Location:	Service carried out remotely. The Personal Data shall be hosted within the borders of an EEA Country
Quality standards:	The Quality standards for Freshdesk Customer Engagement Suite is available in Schedule 9 below (pages 71-106)
Technical standards:	The technical standards for Freshdesk Customer Engagement Suite is available in Schedule 9 below (pages 71-106)
Service level agreement:	The service level and availability criteria required for Freshdesk Customer Engagement Suite is available in Schedule 9 below (pages 71-106).
Onboarding:	The onboarding plan for Freshdesk Customer Engagement Suite is available in Schedule 9 below (pages 71-106).
Offboarding:	The offboarding plan for Freshdesk Customer Engagement Suite is available in Schedule 9 below (pages 71-106).
Collaboration agreement:	Not Applicable
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed £1,000,000.00. The annual total liability for Buyer Data defaults will not exceed £18,870.00 during the Call-Off Contract Term. The annual total liability for all other defaults will not exceed

	£18,870.00 during the Call-Off Contract Term.
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 and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. 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
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.
Audit:	NA
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>https://www.freshworks.com/privacy/sub-processor/</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 invoice/BACS.
Payment profile:	The payment profile for this Call-Off Contract is annually, in advance.
Invoice details:	The Supplier will issue electronic invoices annually, in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	REDACTED
Invoice information required – for example purchase order, project reference:	All invoices must include a valid PO number, detailed description of the goods/services being provided, effective dates and any other applicable supporting evidence.
Invoice frequency:	Invoice will be sent to the Buyer annually.
Call-Off Contract value:	£18,870.00 excluding VAT. Annual cost = 50 users x £31.45 per month x 12.
Call-Off Contract charges:	The breakdown of the Charges is available in Schedule 2 of this G-cloud 11 Call of Contract

Additional Buyer terms

Performance of the service and deliverables:	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones.
Guarantee:	Not applicable
Warranties, representations:	Not applicable
Supplemental requirements in addition to the Call-Off terms:	Not Applicable
Alternative clauses:	Not Applicable

Buyer specific amendments to/refinements of the Call-Off Contract terms:	Not Applicable
Public Services Network (PSN):	Not Applicable
Personal Data and Data Subjects:	Confirm whether either Annex 1 or Annex 2 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 and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	REDACTED	REDACTED
Title:		
Signature:	<u>X</u>	
Date:		15/07/2020

Schedule 1 - Services

Freshdesk Customer Engagement Suite is available in Schedule 9 of the G-cloud 11 Call-Off Contract

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:

Service Order Form

CUSTOMER INFORMATION			
Contact information		Billing Information	
Contact Name:		Contact Name (Billing):	
Organization: MHCLG		Organization: MHCLG	
Email address:		Email address:	
Phone:		Phone:	
Address:		Address:	
Term Start Date:	July 15, 2020	Term End Date:	July 14, 2021

PO:	TBA	Billing:	Yearly
PO Number (If Applicable):		Contract Duration:	12 Months
Payment Method:	BACS/Invoice	Payment Terms:	Thirty (30)

Yearly

Type	Item Name	Net price/Unit	Duration (months)	Quantity	Net Price
Product	Freshdesk Estate Annual	£31.45	12	50	£18,870.00
Total Price					£18,870.00

Total Net Price:	£18,870.00
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TERMS

- This Order is valid only if executed prior to July 31, 2020.
- Any applicable sales tax relevant to the particular State/Country will be levied depending on the billing address.
- This Service Order Form (“**Form**”) is entered into pursuant to and subject to the G-Cloud 11 Call-Off Contract dated July 14, 2020 by and between Freshworks Inc., (“**Supplier**”) and the Buyer identified (the “**Agreement**”). When executed by an authorized representative of Buyer and Supplier, this Form, together with the Agreement and its Schedules form a binding legal contract between the Parties.

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, as long as 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)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.49 to 8.51 (Publicity and branding)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.58 (data protection)
- 8.62 to 8.63 (Severability)
- 8.64 to 8.77 (Managing disputes and Mediation)
- 8.78 to 8.86 (Confidentiality)
- 8.87 to 8.88 (Waiver and cumulative remedies)
- 8.89 to 8.99 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- 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:

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- 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:
- be appropriately experienced, qualified and trained to supply the Services
 - apply all due skill, care and diligence in faithfully performing those duties
 - obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - respond to any enquiries about the Services as soon as reasonably possible
 - 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 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:
- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - have raised all due diligence questions before signing the Call-Off Contract
 - 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.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

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 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.
- 9.2 The Supplier will ensure that:
- during this Call-Off Contract, Subcontractors hold third--party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the 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
 - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 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:
- a broker's verification of insurance
 - receipts for the insurance premium
 - 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:

- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- promptly notify the insurers in writing of any relevant material fact under any insurances
- 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:

- premiums, which it will pay promptly
- 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 8.78 to 8.86. 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:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - 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:
- modify the relevant part of the Services without reducing its functionality or performance
 - 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
 - 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:

- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
- 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:

- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
- 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
- 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:

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- 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

The Supplier must not remove any proprietary notices in the Buyer Data.

13.1 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.2 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.3 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 policy and all Buyer requirements in the Order Form.

13.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.5 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/collection/risk-management-collection>
- 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, available at

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

- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at

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

- 13.6 The Buyer will specify any security requirements for this project in the Order Form.
- 13.7 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.
- 13.8 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.
- 13.9 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 available 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:

- 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
- 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 CCS of any breach of security of CCS'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 CCS and Buyer 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, available at <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:

- an executed Guarantee in the form at Schedule 5
- 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 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- 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 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:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- 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

- an Insolvency Event of the other Party happens
- 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:

- any rights, remedies or obligations accrued before its Ending or expiration
- the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 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); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.87 to 8.88 (Waiver and cumulative remedies)

- 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:

- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 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
- 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
- work with the Buyer on any ongoing work
- 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	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an 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:

- 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
- there will be no adverse impact on service continuity
- there is no vendor lock-in to the Supplier's Service at exit
- 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:

- 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
- 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
- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data

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

- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
- 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 or otherwise) will be set as follows:

- Property: for all defaults 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
- Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
- Other defaults: for all other defaults, 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:
- comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - comply with Buyer requirements for the conduct of personnel
 - comply with any health and safety measures implemented by the Buyer
 - 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 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- the activities they perform
- age
- start date
- place of work
- notice period
- redundancy payment entitlement
- salary, benefits and pension entitlements
- employment status
- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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:
- its failure to comply with the provisions of this clause
 - 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:
- work proactively and in good faith with each of the Buyer's contractors
 - 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 8.57 and 8.58 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 8.57 and 8.58 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	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	<p>Data Protection Legislation means:</p> <ul style="list-style-type: none"> i) (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy; iii) (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 outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	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: http://tools.hmrc.gov.uk/esi
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 RM1557.11 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	The 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 https://www.gov.uk/government/publications/government-procurement-card--2 .
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 applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
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: pseudonymising 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.
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.

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**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **REDACTED**
- 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.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Personal data contained in email communications and associated documents spanning the range of emergency response functions of MHCLG's Resilience and Emergencies Directorate, and including:</p> <ul style="list-style-type: none">• data required to send and receive emails, identify a correspondent and contact them through another medium (for example, name, email address, phone number, office address, job title and company) and to login to the system and identify who is assigned to

specific tickets or tasks

- data relating to individual citizens may be stored and processed using the Freshservice solution to deliver the department's emergency response goals and responsibilities across government and within the communities. This data is likely to include:
 - any data held in connection with achieving the department's policy or emergency work
 - personal correspondence covering a wide range of subject matters covered by the department,
 - complaints from individuals requiring investigation and response,
 - Freedom of Information and data protection rights requests covering a wide range of subject matters, and subject access requests under the Data Protection Act 2018

The Supplier is Controller and the Buyer is Processor

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:

Not Applicable

The Parties are Joint Controllers

The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:

Not Applicable

The Parties are Independent Controllers of Personal Data

The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:

- *Business contact details of Supplier Personnel for which the Supplier is the Controller,*
- *Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the*

	<i>performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,</i>
Duration of the Processing	Personal Data will be processed for the duration of the Call-Off Contract.
Nature and purposes of the Processing	<p>Nature of Processing: Storage and Retrieval</p> <p>Purpose of Processing: For providing the services to the Buyer per the Call-Off Contract.</p> <ul style="list-style-type: none"> • data required to send and receive emails, identify a correspondent and contact them through another medium (for example, name, email address, phone number, office address, job title and company) and to login to the system and identify who is assigned to specific tickets or tasks. • data relating to individual citizens may be stored and processed using the Freshservice solution to deliver the department's emergency response goals and responsibilities across government and within the communities.
Type of Personal Data	<p>Personal, and personally sensitive, information will be handled in the system. The types of personal data are likely to include, but may not be limited to:</p> <p>Name, address, date of birth, gender, NI number, telephone number, email address, IP address, images, work address, job title, health information, identity documents (for example, passport, driving license) and unstructured personal data of any type included in documents.</p>
Categories of Data Subject	<p>Staff (including from other government departments, agencies, public sector bodies, volunteers, agents, and temporary workers), contacts and stakeholders, suppliers, members of the public.</p> <p>Due to the nature of emergencies and the information that may be required to respond to them, it's possible special category</p>

	<p>information may be stored in the system. This would not be route and as soon as it's identified access will be controlled using the groups functionality. The special categories may include:</p> <ul style="list-style-type: none"> ○ racial or ethnic origin ○ political opinions ○ religious or philosophical beliefs ○ trade-union membership, ○ health or sex life ○ vulnerable groups, e.g. the young or elderly, victims of disaster, or victims of criminal activity ○ information on criminal offences committed
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Controller may export all Service Data prior to the termination of the Customer's Account. In any event, following the termination of the Customer's Account, Service Data will be retained for a period of 14 days from such termination within which Controller may contact Processor to export Service Data; (ii) where the Controller does not use custom mailbox and uses the e-mail feature, if available within the Service(s), e-mails forming part of Service Data are automatically archived for a period of 3 months; and (iii) logs are archived for a period of thirty (30) days in the log management systems, post which logs are retired to a restricted archived cold storage for a period of eleven (11) months (each a "Data Retention Period"). Beyond each such Data Retention Period, Processor reserves the right to delete all Service Data in the normal course of operation except as necessary to comply with Processor's legal obligations, maintain accurate financial and other records, resolve disputes, and enforce its agreements. Service Data cannot be recovered once it is deleted.</p>

Annex 2 - Joint Controller Agreement – (Not used)

Schedule 8 - FreshService ITSM Service Desk: Employee Engagement Suite

G - Cloud 11

Freshservice Employee Engagement Suite

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Introduction

Company Overview

Freshworks is a multi-product software-as-a-service company, providing businesses all over the world with refreshing business software that your teams will love. We are supported and backed by four major venture capital partners including Google Capital, Accel Partners, Sequoia Capital and Tiger Global. With our HQ in San Francisco, our Global Development Centre in Chennai, India, and our regional offices in London, Sydney, and Berlin, we are a truly global brand.

Freshservice is the award-winning ITSM product by Freshworks. At Freshservice, our objective is to modernize IT and other business functions with a refreshingly easy-to-use, simple-to-configure IT service desk solution in the cloud. Our customers include many public sector organisations through the NHS, Councils and Central Government. Freshworks also has many private sector brands, such as ITV, Honda, M&C Saatchi, MacMillan, and Addison Lee amongst over 150,000 brilliant others.

Value Proposition

Our most popular value-adds in the public sector tend to be our fresh approach to both business / partnership and the intuitive nature of the product itself. This is because many public sector institutions often struggle, due to their lack of capital, to find an optimal software solution across requirement matching, budget matching and working style. Due to the fact that we are a newer company in the market, we have been able to survey the market, understand what we think might be lacking and work those offerings into our overall solution (incorporating support throughout implementation, customer support, requirement matching and cost). For example, since using Freshservice, Western Sussex Hospitals NHS Trust (WSHT) have seen a 70% rise in first call resolution, a reduction in wait times from 15 minutes to 20 seconds, a threefold increase in self-service through the portal and an increase in customer satisfaction to 93.7%.

Freshcaller

Freshcaller can power call centers and phone teams across functions like Customer Support, Sales and IT. It has integrations with Freshdesk, Freshsales and Freshservice that make it seamless to create a ticket or enrich a lead from any app screen.

Users can port-in their existing business phone numbers or purchase local, toll-free and vanity numbers. Soon, users will be able to bring their own carriers into Freshcaller too.

Freshcaller enables users to set up extensive and multi-level call flows thus making sure

that businesses are accessible during business hours, non-business hours and even holidays.

The iOS and Android apps allow sales reps, service employees and even business owners to be on the go while carrying their call centers with them.

FreshChat

Our most popular value-adds tends to be our fresh approach to both business/partnership and the intuitive nature of the product itself. The product offers proactive messaging, conversational hand-holding, contextual engagement and real-time support to its customers. Our product is a great choice for all types of businesses because we are intuitive and mature enough for enterprise companies, and affordable and modern enough for small-scale and mid-size companies. Due to the fact that we are a newer company in the market, we have been able to survey the market, understand gaps in offerings and work those offerings into our overall solution (incorporating support and engagement throughout implementation, customer support, requirement matching and cost). For example, after using Freshchat, PoundIt has seen a 50% increase in response rate, 8% reduction in missed chats, a threefold increase in campaign responses and a customer satisfaction score of 90%.

What the Service Provides

Freshworks as a company offer ourselves to the buyer as a partner. We always like to work very closely with any prospect right from first interaction through to them becoming a customer and beyond. This can be

demonstrated through the fact that we have won the Service Desk Institute Award for Implementation of the Year for the past two years (with Western Sussex Hospitals NHS Trust and Descartes respectively). These services are also unique due to their all-inclusive nature. In other words, these are covered through the payment of the agent licenses, thus buyers will not incur any extra costs for configuration / professional services. This gives the buyer 'room to breathe' and alleviates any concern that costs might spiral out of control over time.

Freshservice provides an IT service desk that's actually simple. It enables you to modernize IT and other business functions with a refreshingly easy-to-use, simple-to-configure ITIL-aligned IT service desk solution in the cloud. This makes it very adaptable to a large variety of different needs. What's more, we are often told that it is very intuitive for both agents and end users, which means the uptake is very quick. This also means that every employee is happy to use a solution that matches the nature of the products they often use in their private lives, as opposed to the tools they have typically been using over the last decade or two. This also shows through the rapid uptake of unique features like our powerful mobile app.

Freshchat is a modern messaging software that enables businesses to have modern, conversational and real-time engagement with the customers. It enables you to modernize support, sales and other business functions with a refreshingly easy-to-use, simple-to-configure live chat solution in the cloud. This makes it adaptable to sales, support and engagement use cases. Our product is intuitive and easy-to-use for both agents and end users.

Freshcaller

A linear set-up process that enables a non-technical person to set up and maintain a call center without hassles Agents can also install the iOS and Android apps for agents so they can accept and make calls on the move. All this is wrapped with a 24 x 7 email support and 24 x 5 phone support with all plans

- ✓ Phone numbers in over 90+ countries
- ✓ Specialised features for call center managers (Live dashboard, Service level monitoring)
- ✓ Fair and transparent pricing of calls, numbers and the software itself

Overview of the G-Cloud Service

Freshservice

Freshservice is a powerful ITSM product from Freshworks that provides a modern, mobile and refreshing approach to ITSM. Freshservice has a beautiful and simple UI and UX and it can be configured in minutes and clicks, not requiring development work or further costs. Freshservice has everything you need for your IT support needs:

Easy to Access, Use and Configure

Freshservice's modern and intuitive UI requires minimal to no training and is customizable to IT and non-IT needs. Administration of Freshservice is undertaken via a graphical console and requires no coding. All delivered from the cloud. Accessed from a web browser at any internet enabled location.

Multi-channel Support

Automate tasks and provide support for issues raised via email, self-service portal, phone, chat, or in person.

Information at Your Fingertips

Maintain records of contracts, hardware, software, and other assets, including all details from acquisition to expiry

Best Rated Mobile App

Leverage the best rated mobile service desk app for iOS and Android and support your high impact employees who are on the road

No Additional Cost for Support or Training

Utilising our Direct Partnership Model, we do not charge for support or training on Freshservice

It is thanks to these functionalities that Freshservice has worked successfully with so many well reputed public sector organisations. Not to mention the fact that our unique Direct Partnership Model implementation process helped two organisations in the last two years to win the award for Best Implementation of an ITSM Solution at the Service Desk Institute Awards.

What's more, the intuitive nature of our product means that any new customers will be able to be largely self-sufficient in its setup and configuration if they so wish. However, it is important to note that we do not charge anything for training or support. In fact, we will deliver onsite user training at no additional cost.

Once the buyer becomes a customer, we also maintain continuous customer engagement through our Dedicated Customer Success Programme. The Customer Success Managers are more proactive than reactive in their approach. This helps both the customer derive maximum value from the solution.

Freshcaller

Phone systems are typically associated with large server space, clunky hardware and tangled wiring. Freshcaller, on the other hand, is a cloud-based modern phone system. This means, it eliminates all the clunkiness associated with traditional PBX systems (that are still widely used). Here are some of our top features and how they enable users to harness the power of the cloud.

For Administrators

Shared lines: In traditional phone systems, admins have to draw a physical line to add a new agent or number to the system. Freshcaller solves this using software that's on the cloud, thus eliminating any kind of installation — both software and hardware. Any number of users can simultaneously answer calls on the same number or on different numbers on their laptops.

Call queues and IVR: Admins can set up multi-level IVRs or call queues to segment their callers effectively and distribute call load among agents according to their availability. They can also pay attention to important CX details like the amount of time a caller spends on the queue before being sent to voicemail.

Smart escalations: Call center managers can set up calls flows or fallback options that handle customer calls when no agents answer them.

For Supervisors

Live Dashboard: Supervisors or managers can monitor their call centers and agents remotely using the Freshcaller Live Dashboard. The Live Dashboard gives a real-time snapshot of calls, agents, queues and how callers are being handled. Managers needn't be in the same room or even continent to monitor the performance of their call center.

Service Level Monitoring: Service levels can be monitored at team level, queue level or at a global level. Supervisors can identify chinks in the way teams or even call flows are set up using SLM.

Reporting: Traditional phone systems are often a black box when it comes to performance reporting. Freshcaller comes with curated reports that analyses and reports key aspects of a call center, as well as custom reports that supervisors can build from scratch.

For agents

The **call center app** allows agents to manage calls from their own iOS or Android devices.

The **Freshcaller widget** allows agents to answer calls from with Freshdesk, Freshservice or Freshsales without switching app screens.

Agents can now connect their **SIP phones** to Freshcaller and choose to answer calls from their desk phones instead of a web browser.

Freshchat

Freshchat is a modern messaging software that provides a contextual, conversational and refreshing approach to engagement and support. Freshchat has a simple and intuitive UI and can be configured in minutes and clicks, not requiring development work or further

costs. Turn your website into a working conversion machine using Freshchat:

Easy to Access, Use and Configure

Freshchat's modern and intuitive UI requires minimal to no training and is customizable to IT and non-IT needs. Administration of Freshchat is undertaken via a graphical console and requires no coding. All delivered from the cloud. Accessed from a web browser at any internet enabled location.

Turn visitors into leads and leads into deals

Use the combined power of proactive messaging, bots, and contextual data to up your lead conversion and acquisition game.

Drive uncertain customers to become successful users

Using features like user segmentation, in-app campaigns, and campaign insights, you can segment users, personalize messages to perfection, and convert sign ups into active, engaged users.

Support and retain users to turn them into advocates

Deliver customer satisfaction at scale with intelligent routing, focussed message threads, a self-service that resides inside the messenger, and connected workflows with external support apps.

Omnichannel Support

Engage, sell, and support from anywhere on the web with the chrome extension.

No additional cost for implementation, support, or training

Utilising our Direct Partnership Model, we do not charge for implementation, support or training on Freshchat.

Once the buyer becomes a customer, we also maintain continuous customer engagement through our Dedicated Customer Success Programme. The Customer Success Managers are more proactive than reactive in their approach. This helps both the customer derive maximum value from the solution.

Data Protection

Information Assurance

Freshservice, a product Freshworks is ISO 27001 and SOC2

Type II attested (can be shared under an NDA



- ✓ Penetration tests performed by external vendors (can be shared post NDA signature)

In addition to the above, the safety and security policies that AWS provide to us are also applicable to our customers. Both our AWS datacentre operations have been accredited under ISO 27001, SSAE 18, PCI Level 1 and FISMA Moderate Sarbanes-Oxley (SOX). Additionally, AWS is US & EU Privacy Shield Certified.

Freshcaller is hosted globally on AWS. Freshcaller is offered from three PODs of Freshworks which include US, Germany, and Australia (by June). Data at rest is encrypted using AES-256 bit standards (key strength - 1024). All data in transit is encrypted using FIPS-140-2 standard encryption over a secure socket connection for all accounts hosted on Freshworks.com. For accounts hosted on independent domains, an option to enable a secure socket connection is available. Passwords at storage are one-way hashed and salted.

Penetration tests performed by external vendors (can be shared post-NDA signature)

In addition to the above, the safety and security policies that AWS provide to us are also applicable to our customers. Both our AWS data centre operations have been accredited under ISO 27001, SSAE 16, PCI Level 1 and FISMA Moderate Sarbanes-Oxley (SOX). Additionally, AWS is US & EU Privacy Shield Certified.

Data Back-Up, Data Restoration and Disaster Recovery

- ✓ Data is backed up and stored in (Amazon Web Services) AWS. Data can be stored on either our US, EU (Dublin-based), or EUC (Frankfurt). Data stored in the EU or EUC, will not leave the EEA.
- ✓ Backup Interval: 5 mins

☑ Backup Nature: Full

Our Backup Administrator has confirmed that we perform and test the restore and backup operation regularly, and evidence can be produced upon request.

Business Continuity Management systems are in place. We boot our instances in multiple zones within a region in AWS. Zones are physically separate datacentres within AWS in the same region. If one of our datacentres drops connection, our applications will be unaffected. We take backups of the DB and AMI and keep cloud formation templates of our instances. These can be restored in event of a region level outage:

☑ Recovery Time Objective (RTO) – 2hrs

☑ Recovery Point Objective (RPO) – 5 minutes. AWS production backup happens within the AWS managed backup services every 5 minutes (thus providing an RPO of 5 minutes) and every 24 hours. Every 24 hours snapshot backup is retained for 7 days.

More information on the Security can be shared after signing the NDA

Data processing & storage location

Freshworks is completely hosted on Amazon Web Services (AWS). There are two datacenters available globally, one in the US, and two in the EU, Germany. The safety and security policies that AWS provide to us are also applicable our customers. Both our AWS datacentre operations have been accredited under ISO 27001, SSAE 18, PCI Level 1 and FISMA Moderate Sarbanes-Oxley (SOX). Additionally, AWS is US & EU Privacy Shield Certified.

Our regional App servers are spread across 4 facilities each on each of the regional data centres, and are behind Amazon's Elastic Load Balancers (ELB). This ensures that requests from the outside world are efficiently load balanced across all our application servers. In case of an App server issue, Amazon's ELB automatically redirects traffic to other servers. This ensures high availability of our apps (99.8%).

Data stored on the Dublin data centre **does not** leave the EU.

Data restoration / service migration

Application code and databases are written out to persistent storage volumes. If the need arises to ever rebuild instances from scratch, we have the ability to restore data from previous snapshots.

We use the AWS S3 service for backups. By default, database backups are taken daily and are rotated every 10 days.

We have a 24x7 SOC (Security Operations Center) that monitors various security events and patterns. We have tools that analyses traffic patterns and correlates network events. We have configured early warning signals that triggers alerts to our NOC team based on event patterns and strict thresholds.

We support service migration from your previous helpdesk. The migration is handled in a secure manner.

Privacy by Design

GDPR readiness at Freshworks focuses on changes related to product, processes, documentation and vendors. We have a dedicated cross-functional team that has undergone training on GDPR, reviewed company-wide readiness and recommended changes. These changes involve changes to the product, as well as process and documentation changes and will be completed before the May deadline.

Programs, projects, and processes at Freshworks (and therefore within Freshservice) are aligned to Privacy Principles right from inception of an idea or project, thereby supporting Privacy by Design and Default principles. Product level changes have already been deployed in the form of additional features and enhancement on already existing features to ensure that the data belonging to requesters are secure as per GDPR standards. More on this, in the form of open discussions and collaterals (with the appropriate NDA) can be shared with the clients on request.

Using the Service

Ordering and Invoicing

If an organisation wishes to engage in conversations with Freshservice, they should email the contact details at the bottom of this document and state the nature of their interest. Thereafter, Freshservice will respond, most likely attempting to organise an initial call with you to understand more about what you are looking for. Post-the first call we will likely ask for you to send to us any additional information you might have (e.g. requirements) that would supplement our initial understanding. There may then be future meetings (depending on the complexity of requirements / search process) or the next step could equally be for the prospective customer to engage in an online / onsite demo followed by an active evaluation of the product (trial).

Regarding invoicing, we would work very closely with the prospective customer throughout the entire process (phone, email and sometimes face-to-face if necessary). This would include the review, amendment of and signature of any order forms, contracts or addendums.

Availability of Trial Service

We offer a 21-day fully-functional free trial, during which all signups are given full access to the Freshservice Forest Plan (top plan) for 21 days, free of charge. During this period, our product experts help you with your initial setup & guide you through your evaluation, also free-of-charge - this may include onsite support. After the 21-day evaluation period, you can then contact Freshworks (as per the Ordering process above) to continue using the product. Please sign up at the following page: www.freshservice.com/signup.

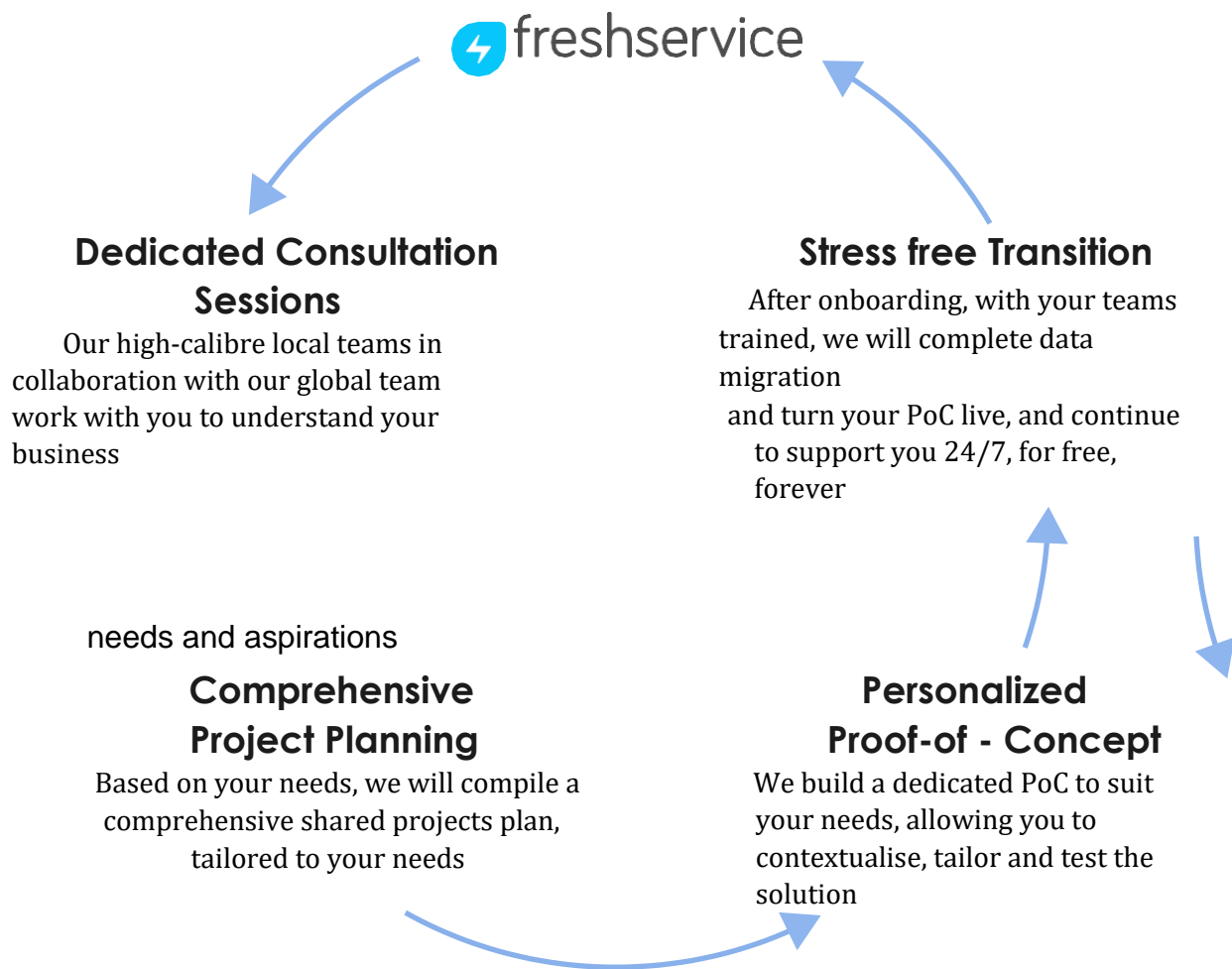
Freshchat - We offer a 30-day fully-functional free trial, during which all signups are given full access to the Freshchat Garden Plan (top plan) for 30 days, free of charge. During this period, our product experts help you with your initial setup and guide you through your evaluation, also free-of-charge. This may include onsite support. After the 30-day evaluation period, you can then contact Freshworks (as per the Ordering process above) to continue using the product. Please sign up at the following page: www.freshchat.com/signup.

Freshcaller - offers a 14-day free trial, during which all signups are given full access to the Freshcaller Estate Plan (top plan). During this period, product experts help them with initial setup and guide them through evaluation, also free-of-charge. During the 14-day evaluation period, they can then contact Freshworks to continue using the product. Users can sign up for Freshcaller from here: <https://www.freshworks.com/freshcaller-cloud-pbx/signup>

On-Boarding, Off-Boarding, Service Migration, Scope etc.

It is important to explain our implementation method, because the way in which we do this with a solution that is already very intuitive ensures that the buyer's reliance on us will be minimal.

Our implementation method is called the Direct Partnership Model. Please see below for more details on the process.



This exercise will be managed in full by a dedicated and experienced Project Manager from the Freshservice Team who will pull in other members of his / her team as and when needed during the implementation project. Our company's support function operates on a 24/7 basis, so there will be round the clock support to make sure that the project is delivered on time. We have run this implementation process successfully with many private and public-sector institutions.

Beyond go-live, Freshservice also offers training to the customer. This is often operated using the 'train the trainer' approach, but this can be modified based on customer demand. This training will be done either onsite or over a web conferencing tool. This is included in the license fee, so there are no additional costs to worry about for training.

Ongoing support is also provided all-inclusive within the licensing cost. This includes proactive monitoring of the environment and runs 24/7, this includes email, phone, live chat,

screen share, portal and face-to-face if required. You will be assigned a dedicated Technical Account Manager who will respond reactively to any issues you have with your account and will also be given a dedicated Customer Success Manager, who will proactively ensure you are getting the most from your account with Freshservice.

Migration for the clients to Freshservice from their current helpdesk system is executed by the Freshservice's DevOps team. Dedicated Presales/ Implementation engineers will guide the client's in terms fetching the ticket data from their current helpdesk system and the DevOps team will run the data migration, check for integrity of migrated data and update the client's accordingly.

Off-boarding processes/scope etc.;

Freshworks will dedicate the following resources to effectively off-board public sector customers. We will have a dedicated Account Manager for relationship and connectivity into the org, a Sales Engineer for technical configurations, and a TAM for support questions.

Upon termination, Freshworks will delete all customer data. We recommend that you export your data before you cancel your account. All obligations except those, which survive by their nature, shall survive.

Training

The product is intuitive and easy to use. Most of the initial configuration and usage of the product can be achieved without any guidance/supervision. However, we do offer full setup, training, and ongoing support for free over e-mail, phone, chat, self-service portal and community forums to all our customers. Certain features/ modules have in-product tours to guide the users through the features. We have a series of product videos as well as Admin & Agent Guides that can be shared with the users of the product. We also conduct regular webinars to educate customers on different use cases and best practices.

Freshcaller

- ☑ New sales agents are trained proactively when they join the org via online and classroom sessions
- Sales agents are trained ad-hoc when a demo is requested
- Webinars on product and sales process are conducted every month targeting specific region
- ☑ Training collaterals, knowledge base, product feature docs are shared at the end of training

Service Management

Completely hosted on Amazon Web Services (AWS). There are 4 datacenters available globally, one in the US, and one in the Dublin, Ireland; one in Frankfurt, Germany and one in Australia. Data stored in Dublin and Frankfurt Data Center will not leave EEA.

Our regional App servers are spread across 4 facilities in each of the regional datacentres and are behind Amazon's Elastic Load Balancers (ELB). This ensures that requests from the outside world are efficiently load balanced across all our application servers. In case of an App server issue, Amazon's ELB automatically redirects traffic to other servers. This ensures high availability of our apps (99.8%).

Freshservice allows complete customisation on the self-service side so that clients can design and engineer the experience they want for their end-users. On the agent side, Freshservice allows the creation of JSON based apps to help alter the behaviour and clients can take advantage of this to help create the helpdesk experience for agent in line with their existing processes.

Maintenance window for Freshservice is typically 2 hours once a year (typically on December 25 between 3:30 am and 5:30 am GMT). The information regarding Maintenance activities will be propagated to the clients all over the world through emails, forum posts, and in-product notifications at least a month in advance. The maintenance window could change in the future depending on product changes.

Schedule for deprecation of features will also be communicated to the clients well in advance through emails and forum posts. This information can also be availed on demand by the clients from our Technical support staff 24x7 through their interactions on technical support activities.

Service Levels

Freshworks commits a 99.8% availability for Freshservice each calendar month (the "Uptime Commitment").

The availability of Freshservice for a given month will be calculated according to the following formula (referred to herein as the "Availability"): Where: Total minutes in the month = TMM; Total minutes in month unavailable = TMU; and: Availability = $((TMM - TMU) \times 100) / TMM$.

Freshservice will not be considered to be unavailable for any outage that results from any

maintenance performed by Freshworks of which Customer is notified at least 24 hours in advance.

Support Hours

- ☑ Phone Support and chat - 24x5
- ☑ Email Support and Portal - 24x7
- ☑ Twitter and Facebook Support - 24x7

Support Definitions

The following is the scope of support services that are to be offered by FreshWorks:

Telephone Support (Help Desk)

Toll free phone support will be available through the FreshWorks Support helpdesk as follows: UK – 0800 808 5790 (24hrs Mon – Fri)

Email Support

Issues may be reported by email to support@freshworks.com UK – 24/7 availability

Twitter and Facebook Support

FreshWorks will communicate with users through DMs to resolve their issue

Remote Assistant

FreshWorks support team will make a judgement call to log in to a remote assistance service to assist with a support call if required

Excluded from Support

Services related to third-party products - Errors in end user data or other information supplied by the

Customer Errors not attributed to the FreshWorks services

Customer Responsibilities

Follow the support procedures outlined in this document Assist Freshworks in its efforts to diagnose and resolve a reported issue. Maintain minimum end user system requirements

Response Times

All issues reported to the Freshworks support team will be classified and directed to the

appropriate team for resolution. Issues are classified under 4 severity levels as shown in the table below. Freshworks will determine the severity level based upon the description provided by the customer. Once a case is created, Freshworks will acknowledge the issue to the customer, issue a tracking number, and provide a resolution within the applicable timeframes set forth below. Freshworks' ability to replicate and resolve customer issues will depend on accurate and detailed information supplied by the customer.

Severity Definitions:

Severity Level	
Severity 1 (Urgent)	The impact on business is severe with many users unable to perform their normal work, or there is a serious, adverse business / financial impact. The users have no readily available alternative way of performing their normal work
Severity 2 (High)	There is a significant impact on business. The users are having difficulty performing part of their normal work. Workaround solutions can be implemented but with significant degradation of productivity.
Severity 3 (Medium)	There is no immediate impact on business with only a few users affected. The users are inconvenienced by the problem but, have alternative ways of performing work with nominal productivity impact.
Severity 4 (Low)	Additional development or enhancement services which are not critical in nature.

Response Time:

The response time for a ticket will depend on two parameters; severity & hours of operation.

Severity	Response Time (Business Hours)	
Severity 1 (Urgent)	2 Hours	
Severity 2 (High)	4 Hours	
Severity 3 (Medium)	6 Hours	
Severity 4 (Low)	8 Hours	

Freshworks will respond to customer via phone and email in the event of urgent and high priority support requests and via email for all other support requests.

Resolution times shall run from the earlier of: i) identification of the issue by Freshworks via email; or ii) receipt of a phone call stating the correct identification of the issue by customer. The resolution time stated above shall not apply in the event that resolution of the issue is: i) where both parties agree is outside of the control of Freshworks; or ii) cannot be resolved due to customer failure or inability to resolve any issue for which customer's participation or customer's resolution is inherently required as part of the resolution of the identified issue. Freshworks shall immediately engage in and shall continue all commercially reasonable efforts including incorporating any available work-around solutions necessary to resolve any such issue and will continue to assist customer to resolve any such issue.

Escalation Procedures

REDACTED

Financial Compensation Model for not Meeting Service Levels

If the Availability of FreshWorks for a given month is less than the applicable Uptime Commitment, but 99% or higher, Customer will receive a 10% service credit for such month. If the Availability of FreshWorks for a given month is 98% or higher but lower than 99%, Customer will receive a 25% service credit for such month. If the Availability of FreshWorks for a given month is lower than 98%, Customer will receive a 50% service credit for such month.

In the event Customer is not current in its payment obligations when an outage occurs, remedies will accrue, but service credits will not be issued until Customer becomes current in its payment obligations.

To receive service credits, Customer must submit a written request to support@FreshWorks.com, within 30 days after the end of the month in which FreshWorks failed to meet the Uptime Commitment, or Customer's right to receive service credits with respect to such unavailability will be waived

Provision of the Service

Customer Responsibilities

Follow the support procedures outlined in this document

Assist FreshWorks in its efforts to diagnose and resolve a reported issue Maintain minimum end user system requirements.

Customers may not use the service to store, host, or send unsolicited email (spam) or SMS messages. Customers may not use the service to transmit any viruses, worms, or malicious content.

Customers shall maintain the privacy and security of its account. FreshWorks will not be held liable for any damage or loss that may result from Customer's failure to protect Customer's login information, including Customer passwords.

Technical Requirements and Client-Side Requirements

Freshservice can be accessed through a web browser or as a mobile app. Here's a list of prerequisites to make sure you have a seamless experience while using Freshservice.

Supported Browsers for the web app:

(We recommend a minimum internet speed of 1Mbps)

- ✓ Google Chrome version 30 and higher
- ✓ Mozilla Firefox version 36 and higher
- ✓ Safari version 6.1 and higher
- ✓ Internet Explorer version 10 and higher

By default, Freshservice web portal is accessible via port 443.

Supported OS for the mobile apps

- ✓ iOS 7 and higher
- ✓ Android 4.4 and higher

System Requirements for Discovery Probe

- ✓ Operating System: Windows 7, Windows 10, Windows Server 2008 R2 SP1, Windows Server 2008 SP2, Windows Server 2012 and Windows Server 2016

- RAM: 1GB of RAM or more
 - Storage: 100MB of free space in your hard drive
 - ☑ An active computer that is turned on to perform scheduled scans and updates
 - ☑ Your domain password should not contain any special characters except "@", "\$", "&" •
- Microsoft .NET 4.6

System Requirements and Prerequisites for Discovery Agent

Windows	Mac	Linux
Windows 10	OS X Yosemite (10.10)	Ubuntu 14.04
Windows 8	OS X El Capitan (ver10.11)	Ubuntu 17.04
Windows 8.1	macOS Sierra (ver10.12)	CentOS 7.1
Windows 7		CentOS 7.3
Windows 2008		Debian 7
Windows 2008 R2		Debian 8
Windows 2012		RedHat 7
Windows 2012 R2		RedHat 7.3

Prerequisites

- ☑ Windows: Microsoft .NET 4.6
- ☑ Linux: Python 2.7

Outcomes/Deliverables

The customer will receive access to the solution in the specific plan to which they subscribed (with number of seats equivalent to the number of licenses subscribed to). These licenses are for the Agents who will be managing the ticket. The solution supports unlimited requesters (the people who will be logging the tickets). In addition to this, the client will receive the following:

- ☑ Access to 24x7 technical support
- ☑ Free consultation on setting up a powerful helpdesk leveraging on vertical specific best practices
- ☑ Free training sessions to help on board the agents who will be using the solution.

Termination Process

The account can be terminated at any time from Account Settings section on the Admin page. The Account Settings screen provides a simple link to cancel the account.

We recommend that you export your data before you cancel your account, since this data is deleted upon cancellation as per contract terms.

Where customers cancel the account due to any breach or default on the part of FreshWorks, FreshWorks shall refund the proportionate amount for the months the services were not utilized.

In all other cases, customers will not claim refund of the fee, but customers will not be liable to make any additional payment.

Our Experience



Case Studies - REDACTED

About Western Sussex Hospitals

Western Sussex Hospitals NHS Foundation Trust runs three hospitals, serving a population of

450,000 people across most of West Sussex. Unhappy with their IT service, they switched to Freshservice and used it to create their current system, which won Best Implementation of an ITSM Solution Award at the 2017 SDI IT Service & Support Awards.

Goal

Faced with organization-wide discontent with the shared NHS system, an outsourced tool called Marval, it was decided that an in-house service desk tool would help to resolve most of their issues. The team then spent several months analyzing 14 ITSM tools including those from Zendesk, Sunrise, and Hornbill, ultimately choosing Freshservice. They had a challenging deadline – the new service desk had to be up and running within 3 months, when the old tool expired.

Solution we provided

Considering the complex IT environment of an acute hospital, the IT team faces significant pressure as they are responsible for quickly resolving IT issues that directly affect patient care. The team found Freshservice a refreshing change from the old tool.

- ✓ **Automation:** Auto-assignment of tickets freed up critical time for other deliverables
- ✓ **Self-service:** Self-service usage improved exponentially, taking pressure off the team
- ✓ **Customisability:** The team completely customized the portal to suit their unique requirements
- ✓ **Dedicated support:** The Freshworks Direct Partnership Model (DPM) ensured that a team was always available for support and helped them through implementation on a tight deadline

- 🕒 **Increased ROI:** Freshservice provided more than the old tool for a much lower cost


Success


After the quick implementation with continued support throughout the process, Freshservice’s clean, simple interface and adaptability further won the IT team’s support. As the performance of IT operations improved, so did the end-users’ perception of the IT team, which became viewed as a valueadd. Automation was a big win – it reduced time spent on calls, improved SLAs, and relieved pressure on the IT team.

Stats


	Before	After (with Freshservice)
Wait times	15 minutes	16 seconds
First call resolution	55%	91%
Self-service usage	10%	42%
CSAT	-	96%
Received Calls	4249	2925
First response Time	6 minutes	3 minutes


Clients






Western Sussex Hospitals


NHS Foundation Trust




Surrey and Borders Partnership


NHS Foundation Trust



STEINHOFF

INTERNATIONAL HOLDINGS N.V.





Bracknell Forest Council

FreshChat



Klarna.



Sharaf DG



•practo•

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G - Cloud 11

Freshdesk Customer Engagement Suite

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Introduction

Company Overview

FreshWorks 360 is a multi-product software-as-a-service company, providing businesses all over the world with refreshing business software that your teams will love. We are supported and backed by four major venture capital partners including Google Capital, Accel Partners, Sequoia Capital and Tiger Global. With our HQ in San Francisco, our Global Development Centre in Chennai, India, and our regional offices in London, Sydney, and Berlin, we are a truly global brand.

FreshWorks Inc. is the parent company behind the suite of products which includes FreshDesk, Freshservice, FreshSales, FreshCaller, Freshteam, FreshChat, and Freshmarketer. The company's suite of products is designed to work tightly together to increase collaboration and help teams better connect and communicate with their customers and co-workers.

Value Proposition

FreshWorks provides a platform for customer engagement called FreshWorks 360 suite, which consists of FreshDesk (ticketing solution), FreshChat (live chat) and FreshCaller (telephony).

FreshDesk

FreshDesk streamlines customer conversations from across multiple channels including email, phone, chat, and social media. Freshdesk enables cross-functional team collaboration to deliver exceptional customer support. FreshDesk is intuitive, easy to start using and offers value through a variety of purchase plans to suit customers of all sizes and needs. On average Freshdesk customers have saved over 270 hours per month using FreshDesk's automations and collaborative features within Freshdesk. allowing your company to provide a better customer service and increase trust between agents and customers.

FreshCaller

FreshCaller can power call centres and phone teams across functions like Customer Support, Sales and IT. It has integrations with FreshDesk, FreshSales and FreshService that make it seamless to create a ticket or enrich a lead from any app screen.

Users can port-in their existing business phone numbers or purchase local, toll-free and vanity numbers. Soon, users will be able to bring their own carriers into FreshCaller too.

FreshCaller enables users to set up extensive and multi-level call flows thus making sure that businesses are accessible during business hours, non-business hours and even

holidays.

The iOS and Android apps allow sales reps, service employees and even business owners to be on the go while carrying their call centres with them.

FreshChat

Our most popular value-add tends to be our fresh approach to both business/partnership and the intuitive nature of the product itself. The product offers proactive messaging, conversational hand-holding, contextual engagement and real-time support to its customers. Our product is a great choice for all types of businesses because we are intuitive and mature enough for enterprise companies, and affordable and modern enough for small-scale and mid-size companies. Due to the fact that we are a newer company in the market, we have been able to survey the market, understand gaps in offerings and work those offerings into our overall solution (incorporating support and engagement throughout implementation, customer support, requirement matching and cost). For example, after using FreshChat, PoundIt has seen a 50% increase in response rate, 8% reduction in missed chats, a threefold increase in campaign responses and a customer satisfaction score of 90%.

What the Service Provides

FreshDesk

FreshWorks 360 offers customer support software as a service that provides a, hosted and delivered to customers via the cloud. Freshdesk is hosted on Amazon Web Services and hosts data centres across North America, The EU and Australia. FreshDesk offers 24/7 email support and 24/5 phonechat-based support for customers. With FreshDesk, customer support team possess a single platform to manage all the support interactions with their customers making customer support streamlined and efficient.

FreshCaller

FreshCaller has been designed with a linear set-up process that enables a non-technical person to set up and maintain a call centre without any hassles. The platform is compatible with 90+ countries phone numbers. It provides managers and administrators with specialised features such as Live dashboard, Service level monitoring, call recordings appending to tickets and allowing calls to be answered through FreshDesk. FreshCaller also allows agents to answer calls on the go via iOS and Android apps that can be downloaded through Google play store and iTunes.

FreshChat

FreshChat is a modern messaging software that enables businesses to have modern,

conversational and real-time engagement with the customers. It enables you to modernize support, sales and other business functions with a refreshingly easy-to-use, simple-to-configure live chat solution in the cloud. This makes it adaptable to sales, support and engagement use cases. Our product is intuitive and easy-to-use for both agents and end users. FreshChat has been designed to be integrated and used within FreshDesk.

The platform allows agents to use FreshDesk as a single source of truth to answer chats and calls.

Overview of the G-Cloud Service

FreshDesk

FreshDesk is a truly omni-channel platform that allows you to support your customers via email, phone, live chat, websites, forums and social media channels. With powerful ticketing features, an easy to use helpdesk interface, deep customization options, and affordable pricing, FreshDesk has over 100,000 global customers, including several UK County Councils, The FA, NHS, Pearson, Macmillan, 3M and FIFA.

Key features include:

- ④ Powerful ticketing with agent collision, ticket priorities, SLAs, canned responses, Parent/Child functionality, live Agent collaboration • Multiple support channels – email, phone, live chat, social, support portal, knowledge base, forums, and in-app mobile support
- ④ Powerful automations, including ticket assignment rules, time-based and event- based actions to improve productivity
- ④ Game mechanics to keep agents competitive and motivated
- ④ Satisfaction surveys
- ④ Powerful reporting features
- ④ Mobile apps to monitor your helpdesk on the move
- ④ Integration with 100s of applications on the App Marketplace

Phone systems are typically associated with large server space, clunky hardware and tangled wiring. FreshCaller, on the other hand, is a cloud-based modern phone system. This means, it eliminates all the clunkiness associated with traditional PBX systems (that are still widely used). Here are some of our top features and how they enable users to harness the power of the cloud.

For Administrators

1. **Shared lines:** In traditional phone systems, admins have to draw a physical line to add a new agent or number to the system. FreshCaller solves this using software that's on the cloud, thus eliminating any kind of installation — both software and hardware. Any number of users can simultaneously answer calls on the same number or on different numbers on their laptops.
2. **Call queues and IVR:** Admins can set up multi-level IVRs or call queues to segment their callers effectively and distribute call load among agents according to their availability. They can also pay attention to important CX details like the amount of time a caller spends on the queue before being sent to voicemail.
3. **Smart escalations:** Call centre managers can set up calls flows or fallback options that handle customer calls when no agents answer them.

For Supervisors

1. **Live Dashboard:** Supervisors or managers can monitor their call centres and agents remotely using the FreshCaller Live Dashboard. The Live Dashboard gives a real-time snapshot of calls, agents, queues and how callers are being handled. Managers needn't be in the same room or even continent to monitor the performance of their call centre.
2. **Service Level Monitoring:** Service levels can be monitored at team level, queue level or at a global level. Supervisors can identify chinks in the way teams or even call flows are set up using SLM.
3. **Reporting:** Traditional phone systems are often a black box when it comes to performance reporting. FreshCaller comes with curated reports that analyses and reports key aspects of a call centre, as well as custom reports that supervisors can build from scratch.

For agents

- ☑ The **call centre app** allows agents to manage calls from their own iOS or Android devices.

- ✓ The **FreshCaller widget** allows agents to answer calls from with FreshDesk, Freshservice or FreshSales without switching app screens.
- ✓ Agents can now connect their **SIP phones** to FreshCaller and choose to answer calls from their desk phones instead of a web browser.

FreshChat

FreshChat is a modern messaging software that provides a contextual, conversational and refreshing approach to engagement and support. FreshChat has a simple and intuitive UI and can be configured in minutes and clicks, not requiring development work or further costs. Turn your website into a working conversion machine using FreshChat.

Easy to Access, Use and Configure

FreshChat's modern and intuitive UI requires minimal to no training and is customizable to IT and non-IT needs. Administration of FreshChat is undertaken via a graphical console and requires no coding. All delivered from the cloud. Accessed from a web browser at any internet enabled location.

Turn visitors into leads and leads into deals

Use the combined power of proactive messaging, bots, and contextual data to up your lead conversion and acquisition game.

Drive uncertain customers to become successful users

Using features like user segmentation, in-app campaigns, and campaign insights, you can segment users, personalize messages to perfection, and convert sign ups into active, engaged users.

Support and retain users to turn them into advocates

Deliver customer satisfaction at scale with intelligent routing, focussed message threads, a self-service that resides inside the messenger, and connected workflows with external support apps.

Omnichannel Support

Engage, sell, and support from anywhere on the web with the chrome extension.

No additional cost for implementation, support, or training

Utilising our Direct Partnership Model, we do not charge for implementation, support or training on FreshChat.

Once the buyer becomes a customer, we also maintain continuous customer engagement through our Dedicated Customer Success Programme. The Customer Success Managers are more proactive than reactive in their approach. This helps both the customer derive maximum value from the solution.

Data Protection

Information Assurance

- ✓ TRUSTe's Privacy Seal certified privacy policy and practices
- ✓ ISO 27001:2013 compliant
- ✓ SOC2 Type II attested with trust principles of Availability, Security and Confidentiality.
- ✓ Data hosted on ISO 27001, SSAE-18 and HIPAA compliant AWS data centres

FreshCaller is hosted globally on AWS. FreshCaller is offered from three PODs of FreshWorks which include US,

Germany, and Australia (by June 2019). Data at rest is encrypted using AES-256 bit standards (key strength - 1024). All data in transit is encrypted using FIPS-140-2 standard encryption over a secure socket connection for all accounts hosted on FreshWorks.com. For accounts hosted on independent domains, an option to enable a secure socket connection is available. Passwords at storage are one-way hashed and salted.

Penetration tests performed by external vendors (can be shared post-NDA signature)

In addition to the above, the safety and security policies that AWS provide to us are also applicable to our customers. Both our AWS data centre operations have been accredited under ISO 27001, SSAE 18, PCI Level 1 and FISMA Moderate Sarbanes-Oxley (SOX). Additionally, AWS is US & EU Privacy Shield Certified.

Data Back-Up, Data Restoration and Disaster Recovery

- Data is backed up and stored in (Amazon Web Services) AWS. Data can be stored on either our US or EU (Dublin-based) datacentres. Data stored in the EU, will not leave the EU
- Backup Interval: 5 mins
- ✓ Backup Nature: Full

Our Backup Administrator has confirmed that we perform and test the restore and backup operation regularly, and evidence can be produced upon request.

Business Continuity Management systems are in place. We boot our instances in multiple

9

zones within a region in AWS. Zones are physically separate datacentres within AWS in the same region. If one of our datacentres drops connection, our applications will be unaffected. We take backups of the DB and AML and keep cloud formation templates of our instances. These can be restored in event of a region level outage.

Every 24 hours snapshot backup is retained for 7 days. More information on the Security can be shared after signing the NDA.

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✓ Recovery Time Objective (RTO) – 4hrs

✓ Recovery Point Objective (RPO) – 5 minutes

Data processing & storage location

FreshWorks is completely hosted on Amazon Web Services (AWS). There are two datacentres available globally, one in the US, and one in the EU . There is a Germany datacentre opening in Q2 2017.

The safety and security policies that AWS provide to us are also applicable our customers. Both our AWS datacentre operations have been accredited under ISO 27001, SSAE 18, PCI Level 1 and FISMA Moderate Sarbanes-Oxley (SOX). Additionally, AWS is US & EU Privacy Shield Certified.

Our regional App servers are spread across 4 facilities each on each of the regional data centres, and are behind Amazon's Elastic Load Balancers (ELB). This ensures that requests from the outside world are efficiently load balanced across all our application servers. In case of an App server issue, Amazon's ELB automatically redirects traffic to other servers. This ensures high availability of our apps (99.8%).

Data stored on the Dublin datacentre does not leave the EU.

Data restoration / service migration

Application code and databases are written out to persistent storage volumes. If the need arises to ever rebuild instances from scratch, we have the ability to restore data from previous snapshots.

We use the AWS S3 service for backups. By default, database backups are taken daily and are rotated every 7 days.

We have a 24x7 SOC (Security Operations Center) that monitors various security events and patterns. We have tools that analyses traffic patterns and correlates network events. We have configured early warning signals that triggers alerts to our NOC team based on event patterns and strict thresholds.

Privacy by Design

Accountability

At FreshWorks, there exists an established Privacy Policy created with support from our leadership. Our leaders commit to support and provide guidelines for data protection compliance through a framework of standard policies and procedures. FreshWorks defines metrics for monitoring and governing health of the Privacy Policy which is independently run under the direct control of the Management Steering Committee.

Customer's Personal Data with FreshWorks

FreshWorks delivers on our customer's privacy policy objective by enabling comprehensive data flow and process maps for the customer's data. Periodic and need based Privacy Impact Analysis (PIA) across these data flow and process maps aids in keeping our program aligned with the ever-changing business and technology landscapes.

Privacy by Design and Default

Programs, projects, and processes at FreshWorks are aligned to Privacy Principles right from inception of an idea or project, thereby supporting Privacy by Design and Default principles.

Individual Rights, Subject Access, and Communication

The GDPR program thoroughly evaluates how FreshWorks, both as a data controller and processor, is placed with its existing procedures for readiness to,

- ☑ Provide rights of individuals under GDPR and,
- ☑ Assist customers in responding to data access requests from individuals.

The program further evaluates the current Privacy Policy and necessary communication to

FreshWorks Commitment to GDPR

The GDPR enforces cross-border data protection mechanisms for businesses with operations in multiple EU member states. Acting as a central supervisory authority, the GDPR governs data protection issues for all global businesses processing personal data.

FreshWorks as a company is committed to providing secure products and services by implementing and adhering to prescribed compliance policies, both as a data controller and processor. The upcoming GDPR enforcement is critical to our mission of providing EU and all our global customers with safe and dependable business software suite.

For more information or questions about the FreshWorks Privacy Policy, please contact support@freshworks.com

Using the Service

Ordering and Invoicing

Customers can purchase FreshDesk directly from the FreshDesk website. There are a variety of payment plans and methods offered. Customers can choose to pay monthly or annually using bank transfer. Purchasing additional agents or upgrades is also possible through bank transfers and all payments are in advance. Invoices are sent via email to the designated contact address on the Admin page.

Availability of Trial Service

FreshDesk offers a free trial of 21 days during which customers can experience all major features of the tools. Post expiry of the trial period, users have the option of continuing with a free version of FreshDesk or choose from a variety of paid plans.

FreshChat offers a 30-day fully-functional free trial, during which all signups are given full access to the FreshChat Garden Plan (top plan) for 30 days, free of charge. During this period, our product experts help you with your initial setup and guide you through your evaluation, also free-of-charge. This may include onsite support. After the 30-day evaluation period, you can then contact FreshWorks (as per the Ordering process above) to continue using the product. Please sign up at the following page:

www.FreshChat.com/signup.

FreshCaller - offers a 14-day free trial, during which all signups are given full access to the FreshCaller top plan. During this period, product experts help them with initial setup and guide them through evaluation, also free-of-charge. During the 14-day evaluation period, they can then contact FreshWorks to continue using the product. Users can sign up for FreshCaller from here:

<https://www.FreshWorks.com/FreshCaller-cloud-pbx/signup>

On-Boarding, Off-Boarding, Service Migration, Scope etc.

FreshDesk is designed to be intuitive and easy to use. Most of the options are explained via in-app tour buttons. A dedicated UK product expert is available over phone or e-mail to offer advice/ guidance regarding initial configuration, training, any customization requirements, implementation, and on-going support. We recommend that you schedule a demo with one of our UK-based product experts, who can understand your requirements and suggest the best implementation, customized to your workflow.

FreshWorks will make available 1x Sales Engineer at the time of going live, and will dedicated a specific Sales Engineer based in the UK to work with the project team, along

with 1x TAM for support questions, and 1x Account Manager for relationship and connectivity questions into the FreshWorks organization.

It is important to explain our implementation method, because the way in which we do this with a solution that is already very intuitive ensures that the buyer's reliance on us will be minimal.

- ✓ Identify the key business stakeholders and product owners who can provide the current pain points and have the authority to make the change & drive it
- ✓ Having a clear communication on what is expected out the scope of implementation and define the RACI chat for better engagement
- ✓ Define the Goal and have a project plan with timeframe and budget
- ✓ Clear identification of what will be part of the MVP (Most Viable Product) and what is in the long term goal
- ✓ The business owner should drive the requirements from the cross-functional team and clearly identify the
 - MVP & score creep and bring in the process change wherever required
- ✓ Use this new change as an opportunity to clean up the existing data and avoid migrating the old junk data which is not helping the business
- ✓ Working session and knowledge transfer of the currents systems and integration scope.
 - Identify the technical contact points and any development required from the in-house or external platforms
- ✓ Plan for the Product user training (onboarding) and share the industry best practices
- ✓ Golive plan: on current system cut off plan, data migration, activating the new platforms and integration and delta migration
- ✓ Post Go Live support process & feedback collection mechanism

Off-boarding processes/scope etc.;

FreshWorks will dedicate the following resources to effectively off-board public sector customers. We will have a dedicated Account Manager for relationship and connectivity into the org, a Sales Engineer for technical configurations, and a TAM for support questions.

Upon termination, FreshWorks will delete all customer data. We recommend that you export your data before you cancel your account. All obligations except those, which survive by their nature, shall survive.

Training

The product is intuitive and easy to use. Most of the initial configuration and usage of the product can be achieved without any guidance/supervision. However, we do offer full setup, training, and on-going support for free over e-mail and phone to all our customers. We have a series of product videos as well as Admin & Agent Guides that can be shared with the users of the product. We also conduct regular webinars to educate customers on different use cases and best practices.

FreshCaller

- ✓ New sales agents are trained proactively when they join the org via online and classroom sessions
- ✓ Sales agents are trained ad-hoc when a demo is requested
- ✓ Webinars on product and sales process are conducted every month targeting specific region
- ✓ Training collaterals, knowledge base, product feature docs are shared at the end of training

Service Management

FreshWorks has a 99.8% availability each calendar month (the “Uptime Commitment”). The availability of

FreshWorks for a given month will be calculated according to the following formula (referred to herein as the “Availability”): Where: Total minutes in the month= TMM; Total minutes in month unavailable = TMU; and: Availability = ((TMM- TMU) x 100)/TMM.

FreshWorks will not be considered to be unavailable for any outage that results from any maintenance performed by FreshWorks of which Customer is notified at least 24 hours in advance.

FreshCaller

Our regional App servers are spread across 2 facilities in each of the regional datacentres and are behind Amazon's Elastic Load Balancers (ELB). This ensures that requests from the outside world are efficiently load balanced across all our application servers. In case of an App server issue, Amazon's ELB automatically redirects traffic to other servers. This ensures high availability of our apps (99.8%).

Maintenance window for FreshCaller is typically 2 hours once a year if there are infrastructure updates. The information regarding Maintenance activities will be propagated to the clients all over the world through emails, forum posts, and in-product notifications at least a month in advance. Schedule for deprecation of features will also be communicated to the clients well in advance through emails and forum posts. This information can also be availed on demand by the clients from our Technical support staff 24x7 through their interactions on technical support activities.

Service Levels

Support Hours

- ☑ Phone Support - 24x5
- ☑ Email Support - 24x7
- ☑ Twitter & Facebook Support - 24x7

Support Definitions

The following is the scope of support services that are to be offered by FreshWorks:

Telephone Support (Help Desk)

Toll free phone support will be available through the FreshWorks Support helpdesk as follows: UK – 0800 808 5790 (24hrs Mon – Fri)

Email Support

Issues may be reported by email to support@FreshWorks.com UK – 24/7 availability

Twitter and Facebook Support

FreshWorks will communicate with users through DMs to resolve their issue

Remote Assistant

FreshWorks support team will make a judgement call to log in to a remote assistance service to assist with a support call if required

Excluded from Support

Services related to third-party products

Errors in end user data or other information supplied by the Customer Errors not attributed to the FreshWorks services

Actual Percentage	
> 98.5% but < 99.8%	of Monthly Fees 2%
> 97.5% but < 98.5%	of Monthly Fees 3%
> 96.5% but < 97.5%	of Monthly Fees 5%
> 95.5% but < 96.5%	of Monthly Fees 6%
> 94.5% but < 95.5%	Without Further Liability days from the end of the month in question
98.5%<	Without Further Liability days from the end of the month in question

Response Times

All issues reported to the FreshWorks support team will be classified and directed to the appropriate team for resolution. Issues are classified under 4 severity levels as shown in the table below. FreshWorks will determine the severity level based upon the description provided by the customer. Once a case is created, FreshWorks will acknowledge the issue to the customer, issue a tracking number, and provide a resolution within the applicable timeframes set forth below.

Freshwork's ability to replicate and resolve customer issues will depend on accurate and

detailed information supplied by the customer.

Severity Definitions	
Severity 1 (Urgent)	The impact on business is severe with many users unable to perform their normal work, or there is a serious, adverse business / financial impact. The users have no readily available alternative way of performing their normal work
Severity 2 (High)	There is a significant impact on business. The users are having difficulty performing part of their normal work. Workaround solutions can be implemented but with significant degradation of productivity.
Severity 3 (Medium)	There is no immediate impact on business with only a few users affected. The users are inconvenienced by the problem but, have alternative ways of performing work with nominal productivity impact.
Severity 4 (Low)	Additional development or enhancement services which are not critical in nature.

Response Time	
Severity 1 (Urgent)	2 Hours
Severity 2 (High)	4 Hours
Severity 3 (Medium)	6 Hours
Severity 4 (Low)	8 Hours

The response time for a ticket will depend on two parameters; severity & hours of operation.

FreshWorks will respond to customer via phone and email in the event of urgent and high priority support requests and via email for all other support requests.

Times shall run from the earlier of: i) identification of the issue by FreshWorks via email; or ii) receipt of a phone call stating the correct identification of the issue by customer. The resolution time stated above shall no apply in the event that resolution of the issue is: i) where both parties agree is outside of the control of FreshWorks; or ii) cannot be resolved due to customer failure or inability to resolve any issue for which customer's participation or customer's resolution is inherently required as part of the resolution of the identified issue. FreshWorks shall immediately engage in and shall continue all commercially reasonable efforts including incorporating any available work-around solutions necessary to resolve any such issue and will continue to assist customer to resolve any such issue.

Escalation Procedures

REDACTED

Remedies:

If the Availability of FreshWorks for a given month is less than the applicable Uptime Commitment, but 99% or higher, Customer will receive a 10% service credit for such month. If the Availability of FreshWorks for a given month is 98% or higher but lower than 99%, Customer will receive a 25% service credit for such month. If the Availability of FreshWorks for a given month is lower than 98%, Customer will receive a 50% service credit for such month.

In the event Customer is not current in its payment obligations when an outage occurs, remedies will accrue, but service credits will not be issued until Customer becomes current in its payment obligations.

To receive service credits, Customer must submit a written request to support@FreshWorks.com, within 30 days after the end of the month in which FreshWorks failed to meet the Uptime Commitment, or Customer's right to receive service credits with respect to such unavailability will be waived

Provision of the Service

Customer Responsibilities

Follow the support procedures outlined in this document

Assist FreshWorks in its efforts to diagnose and resolve a reported issue Maintain minimum end user system requirements.

Customers may not use the service to store, host, or send unsolicited email (spam) or SMS messages. Customers may not use the service to transmit any viruses, worms, or malicious content.

Customers shall maintain the privacy and security of its account. FreshWorks will not be held liable for any damage or loss that may result from Customer's failure to protect Customer's login information, including Customer passwords.

Technical Requirements and Client-Side Requirements

FreshDesk is accessed over the Internet. Any Internet connected device with a web browser in general should be able to access the service. FreshDesk supports all browsers on PC & Mac, including Internet Explorer, Firefox, Chrome, Safari, and Opera. The website is also mobile optimized for easy viewing on phones & tablets.

Browsers

FreshDesk supports all browsers on PC & Mac, including Internet Explorer, Firefox, Chrome, Safari, and Opera. Mobile apps are available for iOS & Android (Windows phone app coming soon).

FreshDesk browser of choice is Google Chrome.

Outcomes/Deliverables

- ☑ Great customer support experience for end-users
- ☑ Omni-channel experience
- ☑ Faster response times and resolution times for customers
- ☑ Accountability and ownership across teams ☑

Automation of repetitive and arduous tasks

- Efficiency in working with many enquiries, collaborating with team members and obtaining context about each enquiry
- Ability to understand bottlenecks, performance and trends through Reports

FreshChat

The customer will receive access to the solution in the specific plan to which they subscribed (with number of seats equivalent to the number of licenses subscribed to). These licenses are for the Agents who will be managing the chat. The solution supports unlimited requesters (the people who will be initiating the chats). In addition to this, the client will receive the following:

- ✓ Access to 24x7 chat support
- ✓ Free implementation support to help set up the messaging software
- ✓ Free training sessions to help on board the agents who will be using the solution.

Termination Process

The account can be terminated at any time from Account Settings section on the Admin page. The Account Settings screen provides a simple link to cancel the account.

We recommend that you export your data before you cancel your account, since this data is deleted upon cancellation as per contract terms.

Where customers cancel the account due to any breach or default on the part of FreshWorks, FreshWorks shall refund the proportionate amount for the months the services were not utilized.

In all other cases, customers will not claim refund of the fee, but customers will not be liable to make any additional payment.

CONTACT DETAILS

www.freshworks.com



freshworks