



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

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Part A - Order Form

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

Digital Marketplace service ID number:	887962506295689
Call-Off Contract reference:	
Call-Off Contract title:	Auth0, Inc.
Call-Off Contract description:	Identity & Access Management
Start date:	June 30th 2020
Expiry date:	June 29 th 2021
Call-Off Contract value:	£17,000
Charging method:	One invoice for the contract value in US dollars delivered electronically to:
Purchase order number:	N/A

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	DIGITAL JUSTICE Buyer's main address: 102 PETTY FRANCE WESTMINSTER
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	LONDON SW1H 9AJ
To: the Supplier	Auth0, Inc. Supplier's address: 10800 NE 8 th Street 600 Bellevue, Washington, 98994 USA
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 June 30th 2020 and is valid for 365 DAYS
Ending (termination):	The notice period needed for Ending the Call-Off Contract is set out in Section 8.4 of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf
Extension period:	As per Section 8.4 of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf

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 1 - Cloud hosting 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 and in the Supplier's Sales Order: <ul style="list-style-type: none">• 10,000 External Users• 10 Enterprise Connections• 1,000 M2M
Additional Services:	N/A
Location:	N/A
Quality standards:	The quality standards required for this Call-Off Contract are: N/A
Technical standards:	The technical standards required for this Call-Off Contract are: N/A
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are as per Section 12.1 of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):</p> <p>https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf</p> <p>Section 12.1 of the Auth0 Subscription Agreement incorporates by reference the Service Level Description document, which is available on the following link:</p> <p>https://cdn.auth0.com/website/legal/files/auth0-sla-19.pdf?_ga=2.205077524.509854794.1583322000-446074826.1583322000</p>
Onboarding:	The onboarding plan for this Call-Off Contract is N/A
Offboarding:	The offboarding plan for this Call-Off Contract is N/A
Collaboration agreement:	N/A
Limit on Parties' liability:	As per Section 12.1 of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in

	<p>Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf</p> <p>Supplier's liability in respect to breaches of Section 7 (Data Protection) is capped at 2X annual fees and the Supplier has a 1X annual fees cap for all other breaches of the Auth0 Subscription Agreement.</p>
Insurance:	The insurance(s) required will be:
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:	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits:</p> <p>N/A as Supplier does not permit customer audits. See audit provisions in Section 7.4 of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):</p> <p>https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf</p>
Buyer's responsibilities:	<p>The Buyer is responsible for the performance of its obligations under the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):</p> <p>https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf</p>
Buyer's equipment:	<p>The Buyer's equipment to be used with this Call-Off Contract includes: N/A.</p> <p>Reason: Supplier is providing remote cloud based services.</p>

Supplier's information

Subcontractors or partners:	<p>The following is a list of the Supplier's Sub-processors:</p> <p>https://cdn.auth0.com/website/legal/files/Auth0-Sub-processors-11519.pdf</p> <p>This list is incorporated into the Auth0 Subscription Agreement by reference (see Section 12.1 thereof) which is available on the following link (and also incorporated by reference in Supplier's Sales Order). Supplier's relationship with and process for appointing/removing sub-processors, is set out in Section 7.6:</p> <p>https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf</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 via an electronically issued invoice.
Payment profile:	The payment profile for this Call-Off Contract is annual 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:	Invoices will be sent to DIGITAL JUSTICE Buyer's main address: 102 PETTY FRANCE WESTMINSTER LONDON
Invoice information required – for example purchase order, project reference:	All invoices must include
Invoice frequency:	Invoice will be sent to the Buyer annually on or shortly after the Subscription Start Date or the Renewal Date (as defined in Supplier's Sales Order).
Call-Off Contract value:	The total value of this Call-Off Contract is £17,000.
Call-Off Contract charges:	The breakdown of the Charges is set out in the Supplier's Sales Order.

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: N/A.
Guarantee:	N/A. No guarantee being provided by Supplier.
Warranties, representations:	See Section 5 of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf
Supplemental requirements in addition to the Call-	N/A.

Off terms:	
Alternative clauses:	N/A.
Buyer specific amendments to/refinements of the Call-Off Contract terms:	N/A.
Public Services Network (PSN):	N/A.
Personal Data and Data Subjects:	See relevant provisions of the Auth0 Subscription Agreement, particularly Section 7 (Data Protection) which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf

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	[REDACTED]	[REDACTED]
Signature	[REDACTED]	[REDACTED]
Date	[REDACTED]	[REDACTED]

Schedule 1 - Services

See Supplier Sales Order for full breakdown of Supplier's Services.

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:

See below (and Supplier's Sales Order) for full breakdown of Supplier's charges.

[REDACTED]

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

2.4 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

The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

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

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

7. Payment, VAT and Call-Off Contract charges

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

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

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

10. Confidentiality

Supplier's liability in respect to confidentiality and data protection obligations is as set out in the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

11. Intellectual Property Rights

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

12. Protection of information

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

13. Buyer data

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on

the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

14. Standards and quality

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

15. Open source

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

16. Security

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

17. Guarantee

Not applicable.

18. Ending the Call-Off Contract

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

19. Consequences of suspension, ending and expiry

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

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

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

22. Handover to replacement supplier

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

23. Force majeure

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

24. Liability

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

25. Premises

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):

<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

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 (or similar statement) 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 Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):
<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

30. Additional G-Cloud services

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):
<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

31. Collaboration

Supplier's obligations as per the terms of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):
<https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

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.

33. Data Protection Legislation (GDPR)

Supplier's obligations as per Section 7 (Data Protection) of the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): <https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf>

Schedule 3 - Collaboration agreement

Not applicable to Supplier.

Schedule 4 - Alternative clauses

1. Introduction

- 1.1 This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

2. Clauses selected

- 2.1 The Customer may, in the Order Form, request the following alternative clauses:

2.1.1 Scots Law (see paragraph 2.1.2 of this Schedule)

2.1.2 Scots Law

Law and Jurisdiction

References to England and Wales in incorporated Framework Agreement clause 8.10 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1

Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.2.

References to "tort" will be replaced with "delict" throughout.

- 2.2 The Customer may, in the Order Form, request the following Alternative Clauses:

2.7.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

2.3 Discrimination

- 2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular, the Employment (Northern Ireland) Order 2002, the Fair Employment and Treatment (Northern Ireland)) Order 1998, the Sex Discrimination (Northern Ireland) Order 1976 and 1988, the Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003, the Equal Pay Act (Northern Ireland) 1970, the Disability Discrimination Act 1995, the Race Relations (Northern Ireland) Order 1997, the Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996 Employment Equality (Age)II Regulations (Northern Ireland) 2006; Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000; Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, The Disability Discrimination (Northern Ireland) Order 2006, The Employment Relations (Northern Ireland) Order 2004, The Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006, The Employment Relations (Northern Ireland) Order 2004 and The Work and Families (Northern Ireland) Order 2006; and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:
- a. persons of different religious beliefs or political opinions
 - b. men and women or married and unmarried persons
 - c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
 - d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
 - e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
 - f. persons of different ages
 - g. persons of differing sexual orientation
- 2.3.2 The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

2.4 Equality policies and practices

- 2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.
- 2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:
- a. the issue of written instructions to staff and other relevant persons

- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

2.4.3 The Supplier will inform the Customer as soon as possible in the event of:

- a. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- b. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or Court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

2.4.5 The Supplier will provide any information the Customer requests (including information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

2.5 Equality

2.5.1 The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.

2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.
- 2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Schedule 5 - Guarantee

Not applicable. Supplier is not providing Guarantee.

Schedule 6 - Glossary and interpretations

Unless otherwise defined by explicit reference to another document, 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	<p>Means Customer Data as defined in the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order):</p> <p>https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf</p>

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	Means the Auth0 Platform as defined in the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf
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	Has the meaning given to it in the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf
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	Has the same meaning as Security Breach, as defined in the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf
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)	Data Protection Legislation means: <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	Has the meaning given to it in the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf
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	Can be: <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	Intellectual Property Rights are: <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

	<p>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</p> <ul style="list-style-type: none"> • 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	Has the meaning given to it in the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf
Service Data	Means Customer Data as defined in the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf
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 that forms part of the Customer Data, which has the meaning given to it in the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf
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	Means the Auth0 Subscription Agreement, which is available on the following link (and also incorporated by reference in Supplier's Sales Order): https://cdn.auth0.com/website/legal/files/subscription-agreement.pdf
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. All defined terms in this Schedule 7 shall have the meanings given to them in the Data Processing Addendum available on the following link (and incorporated by reference into Buyer's Sales Order):

https://cdn.auth0.com/website/legal/files/auth0-dpa-19.pdf?_ga=2.107960452.765075089.1583333178-1123753505.1581421155

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:
- 1.2 The contact details of the Supplier's Data Protection Officer are: **N/A – Supplier does not have a named Data Protection Officer.**
- 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	The Buyer is Controller and the Supplier is Processor 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: Any Personal Data that forms part of the Customer Data the Buyer uploads to the Auth0 Platform.
Duration of the Processing	For the relevant portion of the Subscription Term the Customer makes use of the Auth0's Services.
Nature and purposes of the Processing	The processing will comprise the following: Auth0 provides a user authentication and user authorization platform, which Customer may use to develop and integrate the identity management aspects of its own applications. The Auth0 Platform is not an application in itself; the Customer will need to write its own code to enable interoperability between the Auth0 Platform and Customer

	<p>applications, and to determine how to use the Auth0 Platform within the Customer's architecture. Auth0 is responsible only for the Auth0 Platform. Auth0 is not responsible for the Customer's networks, systems or applications (collectively, "Customer Systems"), the means by which the Customer chooses to integrate the Auth0 Platform into the Customer Systems, or the security and data protection measures that the Customer applies to the Customer Systems. The Auth0 Platform acts as a broker for momentary transactions between users (i.e., data-subjects) and Customer applications. Auth0 has minimal control over the nature and scope of the personal data that Customer chooses to process using the Auth0 Platform, minimal insight into the identity of the Customer's users, and no role in the means by which Customer obtains personal data of Customer's users or Customer's decision-making as to the purpose for which the personal data is processed.</p>
Type of Personal Data	<p>The personal data comprises: email addresses, phone numbers or IP addresses, depending on the authentication method selected by Customer, and such other personal data as Customer selects, or is required by Customer's selected identity providers (IdPs);</p>
Categories of Data Subject	<p>Data subjects are end users, or individuals purporting to be end users, of Customer's Properties, or other data subjects with respect to whom Customer elects to collect their personal data, and Customer's and Customer Group members', and its and their service providers, employees, consultants, agents and representatives authorized by Customer to use the Services.</p>
<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>Auth0 will return Personal Data to Customer by permitting Customer to export Personal Data from the Auth0 Platform at any time during provision of the Auth0 Services, using the Auth0 Platform's then existing features and functionality. Customer may delete Customer Data on its "Tenants" at any time. ("Tenant" means a logical isolation unit, or dedicated share of a particular Auth0 Platform instance; the dedicated share may be configured to reflect the needs of the specific Customer business unit using the share.) Auth0 will delete Customer's Tenants (and any data remaining on such Tenants) within 30 days of termination or expiration of the Subscription Term, and other Personal Data retained by Auth0 (if any). Auth0 is not obligated to delete copies of Personal Data retained in automated backup copies generated by Auth0, which Auth0 will retain for up to, and delete within, 14 months from their creation. Such backup copies will remain subject to this DPA and the Main Agreement until they are destroyed.</p>

Annex 2 - Joint Controller Agreement

Not applicable.

