



Crown
Commercial
Service

Crown Commercial Service

- and -

Glassbox Digital UK Ltd

ATTACHMENT 5

relating to

**Provision of Glassbox - Session Replay Software
CCZN22A03**

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the Contracting Authority/Customer named in the Award Letter;
“DPA”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff through the solution on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;

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"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Customer under the Agreement;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
"Start Date"	means the commencement date of the Agreement as set out in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Supplier"	means the person named as Supplier in the Award Letter;
"Term"	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice

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is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 During the Term, the Supplier hereby grants the Customer:
- 9.3.1 a non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 GOVERNANCE AND RECORDS

- 10.1 The Supplier shall:

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- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 11.1 Subject to clause 11.2, each Party shall:
 - 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
 - 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 11.2.2 to its auditors or for the purposes of regulatory requirements;
 - 11.2.3 on a confidential basis, to its professional advisers;
 - 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
 - 11.2.6 where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

- (d) in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.

13.2 REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 LIABILITY

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 COMPLIANCE

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the

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performance of its obligations under the Agreement.

17.2 The Supplier shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and Customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any Customer to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of

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the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

ANNEX 2 – PRICE SCHEDULE

Product Name			In scope	Annual price in GBP	
Glassbox Optimize			Yes	REDACTED TEXT under FOIA Section 43 Commercial Interests.	
Secured authentication (users)			2	89	
Add-on - Google Analytics Bi-Directional			Yes	REDACTED TEXT under FOIA Section 43 Commercial Interests.	
Production details:					
Deployment type -			Cloud		
Web/Mobile/Total monthly sessions*			0.5/0/0.5 (millions)		
Sessions Replay Retention (weeks)			4 weeks	-	
Long-term Analytics Reports (month)			13 months		
License Annual Price				REDACTED TEXT under FOIA Section 43 Commercial Interests.	
Total License				REDACTED TEXT under FOIA Section 43 Commercial Interests.	
Professional Services		Unit	QTY	Price	Total price in GBP
Set up		Days	5	600	REDACTED TEXT under FOIA Section 43 Commercial Interests.
Services Price					REDACTED TEXT under FOIA Section 43 Commercial Interests.
Total Services					REDACTED TEXT under FOIA Section 43 Commercial Interests.
			Total in GBP		18,089
			excluding VAT		

REDACTED TEXT under FOIA Section 43 Commercial Interests.

ANNEX 3 – STATEMENT OF REQUIREMENTS

1. PURPOSE

- 1.1 To provide Crown Commercial Services with a piece of software that enables us to observe user behaviour across the eco-system on a grander scale. The software required must generate a series of reports, which enable key stakeholders to make informed decisions around user behaviour and identify 'struggle / pain points' which affect journeys.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Digital Analytics function, who are leading this procurement are the supplier of data which explains what is happening across our digital ecosystem. The addition of Glassbox not only provides more context, but opens DDS up to new tools and processes.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The main tool at CCS' disposal for digital and product performance analytics is Google Analytics. Google Analytics is effective in showing the business, Product Managers, User Researchers and Designers 'what' is happening on digital services, but it does not expose 'why'.
- 3.2 To understand 'why', CCS relies on qualitative user research, which although detailed, is difficult to repeat at pace, difficult to scale and lacks 'generalisability'.
- 3.3 To supplement Google Analytics and the qualitative data provided by user research, CCS requires session replay software (Glassbox). Glassbox will enable the business and key DDS teams to observe, replay, UX test and analyse user interaction across our digital services, on a grander scale.
- 3.4 Thus leading to leaner, data-led decision making to improve digital customer experience, create frictionless digital journeys and better understand and measure customer behaviour.

4. DEFINITIONS

Expression or Acronym	Definition
CCS	Means Crown Commercial Service
DDS	Means Digital and Data Services
OWASP	Means Open Web Application Security Project

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5. SCOPE OF REQUIREMENT

5.1 Please provide a detailed outline of the requirement stating what is in and out of scope:

- 5.1.1 Please note that all of the below requirements are mandatory.
- 5.1.2 To provide the business with a new piece of software which provide qualitative user behaviour data at scale.
- 5.1.3 To use a piece of software that has built in Machine Learning capabilities, to do the 'thinking' for us and eliminate the need for an additional member of staff
- 5.1.4 To use a piece of software which automates the production of dashboards for use across the business but The potential of integrating with the Data Warehouse to be explored during the contracting period, potentially with addition of Exporting module.

6. THE REQUIREMENT

6.1 The following table details the requirements for Session Replay Software (Glassbox)

Features	Glassbox
Session Replay	Yes
Heatmaps	Yes
Surveys	-
Incoming Feedback	-
Conversion	Yes
Funnels	Yes
Form Analytics	Yes
Customer Journey Mapping	Yes
Error Reporting - <i>incl. Machine Learning</i>	Yes
Struggle Detection - <i>incl. Machine Learning</i>	Yes
Tagless Event Capture	Yes
Automated Dashboards	Yes (there are a number of pre-defined dashboards available in the system)

Support	Glassbox
Online Training Guides	Yes
Training with Specialist	Yes
Technical	Glassbox
Multiple Sites with 1 Account	Unlimited
Export & Share Data	Yes
Data Storage	12 Months (replays are stored for 1 month, as are journeys and interaction maps. All other data stored for 13 months)
Alerts	Yes (not available with the current package – only available with Ad-hoc Analytics module)
Data Warehouse Feed	Yes (as above – to be investigated in contract)
Integrations	Yes

- 6.2 The new software, as part of its implementation, should come with a dedicated account manager to provide support throughout. It should include an intensive training course for users and access to knowledge libraries, for continuous support.
- 6.3 The software should integrate with our Data Warehouse, to enable CCS to store the data and combine it with other data sources. (as above – to be investigated in contract).
- 6.4 The software should be able to be applied across multiple URLs, in line with CCS digital eco-system model.
- 6.5 The software should come with an automatic dashboard functionality, which enables the quick build of reports to be shared with key stakeholders. (as above – to be investigated in contract). The software should have a 'tagless' implementation, which intuitively 'tags' that which we want to collect data on. Eliminating the need for manual tagging across the digital ecosystem for things we want to track

7. KEY MILESTONES AND DELIVERABLES

- 7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	<p>Implementation of Glassbox across the digital estate.</p> <p>Products included are;</p> <ul style="list-style-type: none"> • CCS Website • Report Management Information • Digital Marketplace (<i>Apply to Supply</i>) • Public Procurement Gateway • Evidence Locker • Dynamic Purchasing System • Crown Marketplace <ul style="list-style-type: none"> ○ Fleet, ○ DigiTS, ○ Agency Supply Teachers ○ Facilities Management ○ Legal Services for WPS ○ Contract Award Service • Contracts Finder • Find a Tender 	<p>Within week 1 of Contract Award or no later than 31/08/2022</p>
2	<p>Completion of Super User training for users of Glassbox</p>	<p>Within week 1 of Contract Award or no later than 31/08/2022</p>

8. MANAGEMENT INFORMATION/REPORTING

CCS requires the ability to log in to the service to view user activity and run management information on report usage – (Supplier note: The solution log collects everything in regards to users' activity but for running management information on report usage this may require a workaround including exporting logs which may result in additional fees for extensive work in this area.

8.1

8.2 CCS administrators should have a level of access be able to register and deregister users – (Supplier Note: Users can be registered and deregistered on OKTA access by contact with the Support Team who manage the licenses)

- 8.3 Reports produced on the topics listed in Section 6. The Requirement will need reports to be updated daily. (Supplier Note: Data is Sync's in realtime).

9. VOLUMES

- 9.1 Access to the service is required for 2 registered users.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration in line with the requirement.
- 10.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 Not Applicable

12. QUALITY

- 12.1 Data should be free of Personally Identifiable Information.
- 12.2 Data should be of high integrity, with limited errors. Any capture errors should be reported to the users.

13. PRICE

- 13.1 Price is to be provided as one total cost to deliver the whole service specified, funded by the Data Insights function, within DDS.
- 13.2 CCS does not make a profit, there are efficiency savings related to being able to produce qualitative user research at scale.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

Please Note: The Suppliers SLAs are in section 11 of our terms and conditions –Annex B, these are standard SLAs for the Supplier)

- 15.1. The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
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1	Implementation timescales	Implementation of Glassbox across the services identified from the digital estate to have been completed by 29th July 2022 <ul style="list-style-type: none"> • CCS Website • Report Management Information • Digital Marketplace (Apply to Supply) • Public Procurement Gateway • Evidence Locker • Dynamic Purchasing System • Crown Marketplace <ul style="list-style-type: none"> ○ Fleet, ○ DigiTS, ○ Agency Supply Teachers ○ Facilities Management ○ Legal Services for WPS • Contract Award Service • Contracts Finder • Find a Tender 	100%
2	Training	Training of Super Users on how to use Glassbox to be completed by 31 st August 2022	100%
3	Implementation timescales	Glassbox to be integrated with the CCS Data Warehouse by 29 th August 2022	100%
4	Delivery Timescales	Glassbox to respond to any requests for changes to existing/new tracking within 7 days.	90%
5	Delivery Timescales	Glassbox to have actioned any requests for changes to existing/new tracking within 21 days.	90%
6	Deletion Timescales	Glassbox to have actioned any requests for data deletion within 7 days of receiving them.	90%

15.1 Contract only in place for 12 months, failure to deliver with impact chances of them being reinstated.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 Supplier to hold Cyber Essentials as a minimum. (Supplier Note: Glassbox has the following certifications; ISO27701, ISO27001, ISO27017, SOC2, which go above and beyond the requirements of Cyber Essentials).
- 16.2 The Supplier services must comply with the Security Policy Framework - https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/719067/25062018_Minimum_Cyber_Security_Standard.gov.uk_3_.pdf (Supplier Note: This is under review by our security team. Please note we can only agree to commit to unwavering standards, therefore we can agree to add this as a schedule, but any changes to the Framework will need to be reviewed by us before agreeing to changes).
- 16.3 Solution should be hardened in accordance with the OWASP top 10 - <https://owasp.org/www-project-top-ten/>
- 16.4 The Security Assurance statement is currently being drafted by the Security team in DDS. (Supplier Note: Will need to be reviewed by Glassbox once drafted).

17. PAYMENT AND INVOICING

- 17.1 Payment will be made after contract signature.
- 17.2 A purchase order will be raised and shared with the Supplier. The purchase order number must be displayed on the invoice.
- 17.3 Invoices should be submitted to: **REDACTED TEXT under FOIA Section 40, Personal Information** and display a correct purchase order number.

18. CONTRACT MANAGEMENT

- 18.1 A review meeting will take place three months into the Contract and again at six months. Any meetings will be held remotely via Google Meet.
- 18.2 Any issues arising outside of these meetings will be raised via the Account Manager.

19. LOCATION

- 19.1 All Services to be delivered virtually / in virtual environment.



ANNEX 4 – SUPPLIERS RESPONSE

There were no Supplier's quality questionnaire responses.



ANNEX 5 – CLARIFICATIONS

Not Applicable

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

1. Data Protection

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.7, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Supplier's obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.

- 1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
 - (c) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or

similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.16 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.17 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.18 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Annex 1 (Processing Personal Data));

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.

1.19 Subject to Clause 1.21, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call Off Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

- 1.20 The Supplier's obligation to notify under Clause 1.19 shall include the provision of further information to the Customer in phases, as details become available.
- 1.21 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.19 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.22 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.23 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.24 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.25 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.25 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.



- 1.26 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.27 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).
- 1.28 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annex 1 –Processing Personal Data Authorised Processing Template

1. The contact details of the Customer's Head of Data Protection is:
REDACTED TEXT under FOIA Section 40, Personal Information
2. The contract details of the Supplier Data Protection Officer is:
REDACTED TEXT under FOIA Section 40, Personal Information
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Contract Reference:	CCZN22A03
Date:	12/05/2022
Description Of Authorised Processing	Details
Identity of the Controller and Processor	<p>1.1 OPTION B: <i>Supplier as Controller</i></p> <p>Notwithstanding Clause 1.1 the Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Processor.</p>
Subject matter of the processing	<p>The subject matter of the data is mainly customer volumes and said customer's behavior on a service across a series of metrics. Top level these include;</p> <ul style="list-style-type: none"> • Time on the Service • Pages Visited • Conversion Funnels • Session Replay Reconstructions • Heatmaps • Form Analytics • Customer Journey Mapping • Error Reporting - incl. Machine Learning • Struggle Detection - incl. Machine Learning <p>By accessing and processing this data, Digital Analytics can support the delivery of the strategy, understanding the 'why' of what is happening across our digital services, at scale.</p> <p>Processing this data is a key enabler when it comes to;</p> <ul style="list-style-type: none"> • Understanding user behaviour

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	<ul style="list-style-type: none"> • Understanding user 'pain points' • Making data and customer led decisions regarding product innovation and iteration • Eliminating waste • Delivering and learning faster • Optimising the whole • UX testing • Creating a robust qualitative data set of our users • Measuring the success of our products and product iteration
Duration of the processing	Data is collected and processed every 24 hours, this will last for the duration of the contract. 12 months.
Nature and purposes of the processing	<p>The nature of the processing; GlassBox is a SaaS based product that offers user research capabilities through a web-based client. The DDS project team have selected the product as a means to conduct unmoderated user research sessions of CCS web-based services. Session based activity is recorded using JavaScript deployed by the customer on the target website. The use of data masking/omitting features within the product ensures, by default, sensitive data is not captured. Session activity is securely transmitted and stored as analytical data in the AWS hosted SaaS in Dublin. Each client environment is launched in a logically isolated, dedicated VPC with its own web servers. Each environment has its own elastic load balancers. All environments are protected by a Web Application Firewall (WAF). Secure access to analytic data and reports is available to customers through both SSO and MFA.</p> <p>The purpose for the data processing; To supplement Google Analytics and the qualitative data provided by user research. Glassbox will enable the business and key DDS teams to observe, replay, UX test and analyse user interaction across our digital services, on a grander scale. Leading to leaner, data-led decision making to improve digital customer experience, create frictionless digital journeys and better understand and measure customer behaviour.</p>
Type of Personal Data	<p>None. We will be working with Glassbox to identify what data will be omitted and masked to prevent personal data collection.</p> <p>Glassbox offers out-of-the-box functionality that ensures sensitive information such as payment card information (PCI), personal health information (PHI) and personally identifiable information (PII) is never captured.</p>



Categories of Data Subject	<p>Customer Numbers This view will then be split out into views of what said customers did while on the service for example;</p> <ul style="list-style-type: none">• Time on the Service• Pages Visited• Conversion Funnels• Session Replay Reconstructions• Heatmaps• Form Analytics• Customer Journey Mapping• Error Reporting - incl. Machine Learning• Struggle Detection - incl. Machine Learning
	<p>12 months of data retention, within the Glassbox cloud platform. Data will be stored for longer in the DWh.</p>

SUPPLIER TERMS AND CONDITIONS

In the instance of a conflict between the Attachment 5 Terms and Conditions and The Supplier Terms and Conditions, the Attachment 5 Terms and Conditions will take precedence over The Supplier Terms and Conditions.

Terms and Conditions

The General Terms and Conditions (the "**Agreement**") are effective as of the effective date of an applicable signed order form (respectively, "**Order Form**" and "**Effective Date**"), and are by and between Glassbox Digital UK Ltd., a company incorporated under the laws of England and Wales with offices located at 20 Farringdon Street, London, EC4A 4EN and the customer set forth on the Order Form ("**Customer**") (each a "**Party**" and together the "**Parties**").

1. DEFINITIONS.

- 1.1. "**ACCESS CREDENTIALS**" MEANS ANY USERNAME, IDENTIFICATION NUMBER, PASSWORD, LICENSE OR SECURITY KEY, OR OTHER SECURITY CODE, METHOD, TECHNOLOGY, OR DEVICE, USED ALONE OR IN COMBINATION, TO VERIFY AN INDIVIDUAL'S IDENTITY AND AUTHORIZATION TO ACCESS AND USE THE SERVICES.
- 1.2. "**AFFILIATE**" OF A PERSON MEANS ANY OTHER PERSON THAT DIRECTLY OR INDIRECTLY, THROUGH ONE OR MORE INTERMEDIARIES, CONTROLS, IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH, SUCH PERSON. THE TERM "CONTROL" (INCLUDING THE TERMS "CONTROLLED BY" AND "UNDER COMMON CONTROL WITH") MEANS THE DIRECT OR INDIRECT POWER TO DIRECT OR CAUSE THE DIRECTION OF THE MANAGEMENT AND POLICIES OF A PERSON, WHETHER THROUGH THE OWNERSHIP OF VOTING SECURITIES, BY CONTRACT, OR OTHERWISE/OWNERSHIP OF MORE THAN 50 % OF THE VOTING SECURITIES OF A PERSON.
- 1.3. "**APPLICABLE PRIVACY LAW(S)**" MEANS ALL WORLDWIDE DATA PROTECTION AND PRIVACY LAWS AND REGULATIONS, APPLICABLE TO THE PERSONALLY IDENTIFIABLE INFORMATION, INCLUDING WHERE APPLICABLE: (I) EU DATA PROTECTION LAW; AND (II) ALL LAWS AND REGULATIONS OF THE UNITED STATES, INCLUDING THE CALIFORNIA CONSUMER PRIVACY ACT OF 2018 (CALIFORNIA CIVIL CODE §§ 1798.100 ET SEQ ("CCPA"), AS AMENDED, SUPERSEDED OR UPDATED FROM TIME TO TIME.
- 1.4. "**AUTHORIZED USER**" MEANS CUSTOMER'S EMPLOYEES, CONSULTANTS, CONTRACTORS, AND AGENTS WHO ARE AUTHORIZED BY CUSTOMER TO ACCESS AND USE THE SERVICES UNDER THE RIGHTS GRANTED TO CUSTOMER PURSUANT TO THIS AGREEMENT;
- 1.5. "**BUSINESS DAY**" SHALL MEAN ANY DAY, OTHER THAN SATURDAY, SUNDAY AND NATIONAL BANK HOLIDAYS IN UNITED KINGDOM.
- 1.6. "**CUSTOMER DATA**" MEANS INFORMATION, DATA, AND OTHER CONTENT CONCERNING THE ACTIVITIES OF AN END-USER IN ONE OF CUSTOMER'S PLATFORMS AND IS CAPTURED IN CONNECTION WITH OR AS PART OF THE GLASSBOX SOLUTION;
- 1.7. "**CUSTOMER'S PLATFORM**" MEANS ANY CUSTOMER'S DIGITAL MEDIA INCLUDING, BUT NOT LIMITED TO, WEBSITE AND MOBILE APPLICATIONS SO LONG AS IT'S CAPTURED BY THE GLASSBOX SERVICES.
- 1.8. "**DOCUMENTATION**" MEANS ANY DOCUMENTATION RELATING TO THE USE OF THE GLASSBOX SOLUTION, INCLUDING ANY MANUALS, INSTRUCTIONS, OR OTHER DOCUMENTS OR MATERIALS THAT GLASSBOX PROVIDES OR MAKES AVAILABLE TO CUSTOMER IN ANY FORM OR MEDIUM AND WHICH DESCRIBE THE FUNCTIONALITY, COMPONENTS, FEATURES, OR REQUIREMENTS OF THE SERVICES OR GLASSBOX MATERIALS, INCLUDING ANY ASPECT OF THE INSTALLATION, CONFIGURATION, INTEGRATION, OPERATION, USE, SUPPORT, OR MAINTENANCE THEREOF.
- 1.9. "**EXPORT**" OR "**EXPORTED**" MEANS STORE, DUPLICATE, RECORD, OR REPRODUCE INFORMATION IN ANY PHYSICAL OR ELECTRONIC FORM, INCLUDING BY WRITING IT DOWN BY HAND, PRINTING COPIES, TAKING SCREENSHOTS, TAKING PHOTOGRAPHS, COPYING TO REMOVABLE MEDIA, OR ANY OTHER METHOD OF EXTRACTING, STORING, OR REPRODUCING.
- 1.10. "**FEE**" SHALL INCLUDE BOTH THE SUBSCRIPTION FEE AND THE FEE FOR PROFESSIONAL SERVICE.

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- 1.11. **"GLASSBOX AVAILABILITY DOWNTIME"** MEANS ANY DOWNTIME CAUSED BY GLASSBOX, THAT HAS NOT BEEN PREVIOUSLY SCHEDULED.
- 1.12. **"GLASSBOX SOLUTION"** MEANS THE DIGITAL PLATFORM AND SOFTWARE COMPONENTS PROVIDED TO CUSTOMER OR ANY AUTHORIZED USER FOR PURPOSES OF PROVIDING THE SERVICES, AND ALL NEW VERSIONS, UPDATES AND NEW RELEASES OF SUCH SOFTWARE WHICH MAY BE PROVIDED BY GLASSBOX TO CUSTOMER UNDER THIS AGREEMENT.
- 1.13. **"GLASSBOX SUPPORT PORTAL"** MEANS GLASSBOX'S TICKETING SYSTEM FOR ITS CUSTOMERS, WHICH CAN BE FOUND AT: [HTTPS://SUPPORT.GLASSBOXDIGITAL.COM/](https://support.glassboxdigital.com/)
- 1.14. **"INTELLECTUAL PROPERTY RIGHTS"** INCLUDES, THROUGHOUT THE WORLD, ANY COPYRIGHT, PATENT RIGHTS, TRADE OR SERVICE MARK, DESIGN, TRADE, BUSINESS OR COMPANY NAME, INDICATION OF SOURCE OR APPELLATION OF ORIGIN, OR OTHER RIGHT THAT IS THE SUBJECT OF THE BERNE CONVENTION FOR THE PROTECTION OF LITERARY AND ARTISTIC WORKS (1886), OR ANY RIGHT TO REGISTRATION OF SUCH RIGHTS.
- 1.15. **"LAW"** MEANS ANY STATUTE, LAW, ORDINANCE, REGULATION, RULE, CODE, ORDER, CONSTITUTION, TREATY, COMMON LAW, JUDGMENT, DECREE, OR OTHER REQUIREMENT OF ANY FEDERAL, STATE, LOCAL, OR FOREIGN GOVERNMENT OR POLITICAL SUBDIVISION THEREOF, OR ANY ARBITRATOR, COURT, OR TRIBUNAL OF COMPETENT JURISDICTION.
- 1.16. **"LOSSES"** MEANS ANY AND ALL LOSSES, DAMAGES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION HEREUNDER AND THE COST OF PURSUING ANY INSURANCE COMPANIES.
- 1.17. **"MAINTENANCE"** MEANS THE TECHNICAL SUPPORT AND MAINTENANCE SERVICES PROVIDED BY GLASSBOX THROUGHOUT THE TERM AS NECESSARY TO ENSURE CONTINUED FUNCTIONALITY OF THE GLASSBOX PLATFORM IN ACCORDANCE WITH THE DOCUMENTATION AND SUBJECT TO THE TERMS OF THE AGREEMENT. THE MAINTENANCE SERVICES SHALL INCLUDE BUT SHALL NOT LIMITED TO ALL UPDATES, UPGRADES AND IMPROVEMENTS TO THE GLASSBOX PLATFORM.
- 1.18. **"MONTHLY UPTIME PERCENTAGE"** WILL BE CALCULATED AS FOLLOWS FOR EVERY MONTH:
$$DSA = 24 - SDT - CPDT$$
$$DU = DSA - GAD$$
$$DA = DU/DSA$$
$$DA1 + DA2 + DA3 \dots DAN/DPM$$

Where:

DA – Daily Average

DU – Daily uptime

DSA – Daily System Availability

SDT – Scheduled Down Time (Hours per day)

GAD – Glassbox Availability Downtime (Hours per day)

CPDT – Cloud Provider down time (Hours per day)

DPM – days per month
- 1.19. **"NOTIFICATION OF AN INCIDENT"** MEANS THE EARLIER OF (I) GLASSBOX'S RECEIPT OF A SYSTEM GENERATED NOTIFICATION (I.E. FROM GLASSBOX'S MONITORING SYSTEMS) OF AN INCIDENT; (II) GLASSBOX'S RECEIPT OF NOTICE FROM CUSTOMER OF AN INCIDENT, OR (III) GLASSBOX'S ACTUAL KNOWLEDGE THAT AN INCIDENT HAS OCCURRED.
- 1.20. **"PERSON"** MEANS AN INDIVIDUAL, CORPORATION, PARTNERSHIP, JOINT VENTURE, LIMITED LIABILITY ENTITY, GOVERNMENTAL AUTHORITY, UNINCORPORATED ORGANIZATION, TRUST, ASSOCIATION, OR OTHER ENTITY.
- 1.21. **"PERSONAL DATA"** MEANS ANY INFORMATION THAT IS PROTECTED AS "PERSONAL DATA", "PERSONALLY IDENTIFIABLE INFORMATION OR "PERSONAL INFORMATION" UNDER APPLICABLE PRIVACY LAW AND THAT CAN BE ASSOCIATED WITH OR TRACED TO ANY INDIVIDUAL, INCLUDING AN

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INDIVIDUAL'S NAME, ADDRESS, TELEPHONE NUMBER, E-MAIL ADDRESS, SOCIAL SECURITY NUMBER, OR OTHER SIMILAR SPECIFIC FACTUAL INFORMATION, REGARDLESS OF THE MEDIA ON WHICH SUCH INFORMATION IS STORED;

- 1.22. **"PROFESSIONAL SERVICES"** MEANS ANY PROFESSIONAL SERVICES DESCRIBED IN ANY STATEMENT OF WORK, AND SPECIFICALLY EXCLUDING THE SERVICES AND MAINTENANCE. PROFESSIONAL SERVICES MAY INCLUDE, AMONG OTHER THINGS, SERVICES RELATED TO PROVIDING INITIAL CUSTOMIZATION CONFIGURATION, AND/OR IMPLEMENTATION OF THE GLASSBOX SOLUTION OR SERVICES AND/OR FUTURE OR ADDITIONAL CUSTOMIZATIONS, INTEGRATIONS OR OTHER CHANGES OR ADDITIONS PROVIDED BY GLASSBOX AS EXPLICITLY PROVIDED FOR IN THE APPLICABLE STATEMENT OF WORK.
- 1.23. **"PURCHASE ORDER"** MEANS AN ORDER PURSUANT TO WHICH CUSTOMER LICENSES THE GLASSBOX SOLUTION AND SERVICES FROM GLASSBOX. EACH PURCHASE ORDER SHALL NOT BE VALID UNLESS PROPERLY EXECUTED BY THE PARTIES AND SHALL BE INCORPORATED INTO THIS AGREEMENT UPON EXECUTION.
- 1.24. **"RESOLUTION"** MEANS A PERMANENT RESOLUTION FOR AN INCIDENT THAT RETURNS THE SERVICES TO FULL FUNCTIONALITY.
- 1.25. **"RESPONSE TIME"** MEANS THE AMOUNT OF TIME, FROM NOTIFICATION OF AN INCIDENT UNTIL THE TIME GLASSBOX RESPONDS VIA PHONE OR EMAIL, ACKNOWLEDGING NOTIFICATION OF AN INCIDENT AND ASSIGNING RESOURCES TO COMMENCE WORK ON A RESOLUTION.
- 1.26. **"SCHEDULED DOWN TIME"** MEANS DOWN TIME RESULTING FROM REGULAR MAINTENANCE IMPROVEMENTS AND UPGRADES.
- 1.27. **"SERVICE WINDOW"** MEANS EVERY BUSINESS DAY FROM 09:00 AM-5:00 PM GM TIME.
- 1.28. **"SERVICES"** MEANS ANY AND ALL WORK, LABOR, SERVICES AND/OR SUPPORT FURNISHED OR PERFORMED BY GLASSBOX IN CONNECTION WITH THE GLASSBOX SOLUTION, OF ANY TYPE, NATURE OR DESCRIPTION INCLUDING, WITHOUT LIMITATION, THE GLASSBOX SDK, THE GLASSBOX JAVA SCRIPT, RECORDINGS, ANALYSIS AND REPORTS, AS MODIFIED, REVISED AND UPDATED FROM TIME TO TIME, AND EXCLUDING PROFESSIONAL SERVICES.
- 1.29. **"SESSION"** MEANS ANY INTERACTION WITH CUSTOMER'S PLATFORM DETECTED BY THE GLASSBOX SERVICES, INCLUDING, BUT NOT LIMITED TO, CLICK, SCROLL AND TYPE (**"ACTIVITY"**). THE SESSION INITIATES AS SOON AS AN END-USER ACCESSES CUSTOMER'S PLATFORM AND TERMINATES UPON ABANDONMENT. A SESSION SHALL BE DEEMED ABANDONED WHEN THE USER CLOSES THE BROWSER OR MOBILE APP, OR, IF NOT CLOSED, SESSION SHALL BE DEEMED ABANDONED IF THROUGHOUT A PERIOD OF 20 MINUTES NO ACTIVITY HAS BEEN DETECTED IN CUSTOMER'S PLATFORM (**"ABANDONMENT"**). ANY ACTIVITY PERFORMED IN CUSTOMER'S PLATFORM POST ABANDONMENT SHALL BE DEEMED A NEW SESSION.
- 1.30. **"STATEMENT OF WORK"** MEANS THE STATEMENT OF WORK FOR THE PROFESSIONAL SERVICES AS MAY BE SIGNED BETWEEN GLASSBOX AND CUSTOMER FROM TIME TO TIME.
- 1.31. **"SUBSCRIPTION FEE"** MEANS THAT CERTAIN PORTION OF THE FEES PAID FOR THE SUBSCRIPTION.
- 1.32. **"SUPPORT CENTER"** MEANS THE PREMISES FROM WHICH GLASSBOX SHALL PROVIDE THE SUPPORT SERVICES TO CUSTOMER.
- 1.33. **"SYSTEM DOWNTIME"** MEANS ANY TIME THE SERVICES, OR ANY PART THEREOF, ARE UNAVAILABLE TO CUSTOMER OR DO NOT PERFORM IN ACCORDANCE WITH THE AGREEMENT, INCLUDING SCHEDULED DOWNTIME.
- 1.34. **"THIRD PARTY CLAIM"** MEANS ANY CLAIMS, FINES, DEMANDS, ACTIONS, CHARGES, COSTS (INCLUDING LEGAL FEES) AND EXPENSES BY A PERSON WHO IS NOT A PARTY TO THIS AGREEMENT, IN RELATION TO A BREACH OF CONFIDENTIALITY, BREACH OF RESTRICTIONS CONCERNING PERSONAL DATA, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AS SPECIFIED UNDER THIS AGREEMENT BY A PARTY.
- 1.35. **"THIRD-PARTY MATERIALS"** MEANS MATERIALS AND INFORMATION, IN ANY FORM OR MEDIUM, INCLUDING ANY OPEN-SOURCE OR OTHER SOFTWARE, DOCUMENTS, DATA, CONTENT,

SPECIFICATIONS, PRODUCTS, EQUIPMENT, OR COMPONENTS OF OR RELATING TO THE SERVICES THAT ARE NOT PROPRIETARY TO GLASSBOX.

- 1.36. **"WORKAROUND"** MEANS A TEMPORARY RESOLUTION FOR AN INCIDENT, WHICH RESTORES THE SERVICES TO FULL FUNCTIONALITY, BUT DOES NOT PROVIDE A LONG-TERM RESOLUTION.

2. GRANT OF LICENSE

- 1.1. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement and the consideration being paid by Customer to Glassbox, Glassbox hereby grants Customer a non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, limited and revocable right to access and use the Glassbox Solution, as well as the Services and Documentation during the Term, solely for use by Authorized Users and the terms and conditions herein (the **"License"**). Such use is limited to Customer's internal business use.
- 1.2. There are no, nor will there be, any implied licenses. The License shall be valid only as of the Effective Date until the expiration of the Term solely for the use set forth in the Purchase Order.
- 1.3. Glassbox shall provide to Customer the necessary Access Credentials and network links or connections to enable Customer's authorized access and use of the Glassbox Solution as well as the Services under this Agreement. Customer shall maintain the security of any such Access Credentials and accept all risks of unauthorized access to its account and promptly notify Glassbox if it discovers or otherwise suspects any security breaches related to such account.
- 1.4. User Restrictions. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Glassbox Solution, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or the Glassbox Solution; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; or (iv) remove any proprietary notices from the Services or from the Glassbox Solution.
- 1.5. Suspension or Termination of Services. Glassbox may, directly or indirectly, by use of any lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Glassbox Solution, without incurring any resulting obligation or liability, if: (a) Glassbox receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Glassbox to do so; or (b) Glassbox believes, in its reasonable discretion, that Customer or any Authorized User has failed to comply with any material term of this Agreement, or has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities.
- 1.6. Customer hereby undertakes not to make any use and not to allow any use of the Glassbox Solution for any purpose other than expressly specified in this Agreement.
- 1.7. Customer acknowledges that the Glassbox Solution may include Third-Party Materials and certain provisions of this Agreement may relate to such licensors' rights in and to the Glassbox Solution.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. The Glassbox Solution is proprietary and copyrighted. Glassbox shall own all Intellectual Property Rights in the Glassbox Solution and any modifications, enhancements, updates, upgrades, new versions, additions, revisions, alterations, amendments, new features, customizations, bug fixes thereof, and all accompanying and associated documentation and instructions, and any additional software Glassbox may provide to Customer from time to time. The Glassbox Solution is licensed under this Agreement and not sold and Glassbox reserves all rights not expressly herein granted.
- 3.2. Customer hereby undertakes not to assert, contest or dispute the validity of, or contest Glassbox's ownership of any patents, copyright, trademarks, trade names, whether registered or not, or any other registration thereof, or other proprietary right of Glassbox pertaining to the Glassbox Solution.

4. RESERVATION OF RIGHTS.

- 4.1. Glassbox acknowledges that, as between Glassbox and Customer, all Customer Data provided by Customer that is hosted, stored, used or worked on by Glassbox under this Agreement and all information derived from such Customer Data belong exclusively to Customer, and Customer shall retain all rights, title and interest therein (including all Intellectual Property Rights embodied therein or associated therewith). Customer hereby grants to Glassbox a non-exclusive, royalty-free, worldwide license to reproduce, distribute, use, collect, store, process

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and display the Customer Data solely to the extent necessary for Glassbox to comply with the terms of this Agreement.

- 4.2. Glassbox shall not use or disclose Customer's Customer Data to any third parties except: (i) if required in limited circumstances, including but not limited to: compelled by Law; (ii) for purposes of developing or improving the Services (on an de-identified aggregated data); (iii) if it has been disclosed to a limited number of employees, contractors, representatives or consultants of Glassbox or any of its Affiliates as reasonably required to perform under this Agreement; or (v) if it has been agreed on by the Parties in writing.
- 4.3. This Section 4 shall survive termination of this Agreement.

5. SECURITY.

- 5.1. Both parties agree to comply with all the regulatory and Applicable Privacy Laws with respect to the use of the Glassbox Solution, including with respect to the gathering of the information through the Glassbox Solution.
- 5.2. Privacy Controls. Glassbox will create, maintain and build into its Glassbox Solution certain features, which, once configured, shall allow the omission of sensitive data from being captured through the Glassbox Solution and Services and therefore, minimize the use and disclosure of Personal Data or other information which may be deemed sensitive ("**Privacy Controls**"). Privacy Controls shall be configured in accordance with Customer's instructions, at Customer's sole discretion and preferences and in compliance with any Applicable Privacy Laws and shall be updated by Customer from time to time (the "**Instructions**"). Notwithstanding anything to the contrary, Customer shall be solely liable to any Losses and other expenses incurred arising directly with any failure, due exclusively to Customer's failure to provide appropriate Instructions.
- 5.3. Parties shall comply with the terms and conditions of the Data Security Addendum.

6. CONSIDERATION.

- 6.1 Fees. Customer shall pay Glassbox the Fees set forth the Purchase Order.
- 6.2 The fee and any other compensation due to Glassbox under this Agreement are exclusive of any taxes, withholding taxes or levies, including but not limited to V.A.T, CIDE, ISS, PIS & COFINS and any other direct or indirect tax or levy that may be imposed on such transaction.
- 6.3 No Deductions or Setoffs. All amounts payable to Glassbox under this Agreement shall be paid by Customer to Glassbox in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law), unless otherwise agreed between the Parties in advance in writing.

7. CONFIDENTIALITY.

- 7.1 From time to time during the Term, either Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party") information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the Receiving Party at the time of disclosure; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third-party was not under any obligation restricting transmittal of such information; or (d) independently developed by the Receiving Party. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the Receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such

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obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7.2 Customer expressly acknowledges that the Glassbox Solution is confidential and proprietary to Glassbox, and agrees to maintain the Glassbox Solution and information regarding its design and implementation as confidential information, using at a minimum the same degree of care, but not less than reasonable degree of care, as is used for its own trade secrets, and not to disclose it to any third party without Glassbox's prior, written, explicit authorization, as applicable, other than as explicitly provided herein. Customer will not use the Glassbox Solution for any other purpose not expressly permitted by this Agreement.

7.3 Customer may not disclose the terms of this Agreement to any third party, except as required by Law or by auditors.

7.4 Customer agrees to be a reference client and to be mentioned as Glassbox's client, and upon Customer's prior written approval to issue a joint press release for choosing the Glassbox Solution. Glassbox may use, upon Customer's prior written approval, Customer's logo during the Term.

8. LIMITED WARRANTIES AND LIMITATION OF LIABILITY.

8.1 Each Party hereby represents and warrants that it has the full authority to enter into this Agreement and that it shall fulfil its obligations hereunder, and that the person(s) signing this Agreement on behalf of such Party is duly authorized to bind such Party.

8.2 Glassbox hereby represents and warrants that it has full rights of the Glassbox Solution and it is entitled to license the Glassbox Solution to Customer under the terms of this Agreement.

8.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO EXPRESS OR IMPLIED WARRANTY IS MADE WITH RESPECT TO THE GLASSBOX SOLUTION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IN PARTICULAR GLASSBOX DOES NOT WARRANT THAT THE GLASSBOX SOLUTION SHALL OPERATE ERROR-FREE.

8.4 TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATIONS, ANY LOSS OF REVENUES AND/OR INCOME (INCLUDING INSURANCE PREMIUMS); ANY LOSS OF PROFIT; ANY LOSS OF DATA OR FILES AND COSTS OF RESTORING LOST OR CORRUPT DATA OR FILES; LOSS OF GOODWILL OR REPUTATION; LOSS OF BUSINESS OR COMMERCIAL OPPORTUNITIES OR ANY LOSS OF ANTICIPATED SAVINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.5 WITHOUT DEROGATING FROM ANY OF THE ABOVE, EITHER PARTY'S MAXIMUM AGGREGATED LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES ONLY AND SHALL NOT, IN ANY EVENT, EXCEED THE AMOUNT WHICH IS THE SUBSCRIPTION FEE PAID BY CUSTOMER TO GLASSBOX DURING THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

8.6 Nothing in this Section 8 shall act to reduce or affect a Party's general duty to mitigate its Losses.

8.7 The Parties acknowledge that the limitation of liability as set out in this section represents fair allocation of risk and has been taken into consideration in setting the consideration paid under this Agreement.

9. INDEMNIFICATION.

9.1 Indemnification by Glassbox. Glassbox shall indemnify, defend, and hold harmless Customer, its affiliates, and their respective shareholders, directors, officers, employees and contractors from and against any and all Losses incurred by Customer arising from any third-party claim, suit, action, or proceeding alleging (i) that the Glassbox Solution, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third-party's intellectual property rights; (ii) materially breach of this Agreement by Glassbox; or (iii) Glassbox's breach of Section 5 herein or any of the provisions in the Data Security Addendum, provided that (1) Customer promptly gives written notice of any claim to Glassbox; (2) at Glassbox's expense, Customer provides any assistance which Glassbox may reasonably request for the defense of the claim; and (3) Glassbox has the right to control of the defense or settlement of the claim.

9.2 Notwithstanding Section 9.1 herein, Glassbox shall have no responsibility or liability for any claim to the extent resulting from or arising out of (i) the use of the Glassbox Solution or Services not in compliance with this Agreement or applicable law, (ii) the combination of the Glassbox Solution or Services with any third-party

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solution or services not provided by Glassbox, (iii) the modification of Glassbox Solution or any part thereof or Services by any party other than Glassbox, (iv) failure to use corrections or enhancements made available by Glassbox as a cure, (v) errors caused due to malfunction of the operating environment, or causes external to the Glassbox Solution, (vi) use of a version of the Glassbox Solution or Services that is older than the latest release, (vii) the correction of errors and/or corrupted or lost data solely as a result of Customer's or Authorized Users' negligence or inappropriate use of the Glassbox Solution or Services. The indemnification rights granted to Customer hereunder with respect to third party claims shall be Customer's sole remedy, and Customer will not be entitled to any other remedy.

- 9.3 Indemnification by Customer. Customer agrees to indemnify and hold harmless Glassbox (and its affiliates, officers, directors and employees) from and against any and all Losses incurred by Glassbox in connection with any third-party claim, suit, action, or proceeding arising from: (i) Customer Data, including any Processing of Customer Data by or on behalf of Glassbox in accordance with this Agreement; (ii) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; (iii) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement; (iv) Customer Data that has been Exported from the Glassbox Solution; or (v) any use or distribution of the Glassbox Solution in violation of this Agreement or applicable law or regulations.

10. TERM & TERMINATION.

- 10.1 Term. This Agreement shall commence upon the execution of the Purchase Order and shall remain in full force and effect for as long as a Purchase Order between the Parties is in place, and unless replaced by the Parties.
- 10.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:
- 10.2.1 Glassbox may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than fifteen (15) days after Glassbox's delivery of written notice thereof; (ii) Customer attempts to or in fact transfers or assigns any of its rights, liabilities or obligations under this Agreement contrary to the provisions of this Agreement; or (iii) materially breaches any of its obligations.
- 10.2.2 either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after the non-breaching Party provides the breaching party with written notice of such breach; and
- 10.2.3 either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 10.3 Effect of Termination.
- 10.3.1 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate, Customer shall cease the use of the Glassbox Solution and shall promptly deliver to Glassbox or destroy, as applicable, all copies of Confidential Information and the Glassbox Solution. Customer shall delete the Glassbox Solution from its systems and shall confirm in writing no later than seven (7) days following the termination or expiration of this Agreement that it no longer possesses the Glassbox Solution or any part thereof.
- 10.3.2 In no event shall any termination of this Agreement affect any rights or obligations accrued or existing at the time of such termination or arising out of such termination. In case of termination by Customer, Customer will not be entitled to any refund of previously paid fees, and such termination will not affect any rights or obligations accrued or existing at the time of such termination or arising out of such termination
- 10.3.3 Surviving Terms. Section 3 ("*Intellectual Property Rights*"), Section 7 ("*Confidentiality*"), Section 8 ("*Limited Warranties and Limitations of Liability*"), Section 9 ("*Indemnification*") Section 10.3 ("*Effect of Termination*"), Section 14.6 ("*Governing Law*") and Section 14.8 ("*Equitable Relief*") shall survive the termination or expiration of this Agreement for any reason.

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11. SERVICE LEVELS

- 11.1 System Availability. The Glassbox Software and Hosting Services shall have a Monthly Uptime Percentage of 99.5% ("**System Availability Commitment**").
- 11.2 Glassbox shall use its best efforts to minimize System Downtime as a result of Maintenance.
- 11.3 Event Response. Glassbox will be responsible for responding to any event that causes or may cause an interruption or reduction in the Glassbox Solution ("**Incident**"). Except that any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Glassbox Solution, or Customer combining or merging the Glassbox Solution with any hardware or software not supplied or identified as compatible by Glassbox shall not be considered as an Incident.
- 11.4 Glassbox's customer support services shall be available during the Service Window.
- 11.5 In order to receive the Support Services, Customer shall notify Glassbox, by phone (855-445-2772), by Glassbox Support Portal or by electronic mail (to support@glassboxdigital.com) of any reproducible Incident and provide Glassbox reasonably sufficient details to diagnose and reproduce such Incident.
- 11.6 Severity Levels. Incidents are categorized as follows:
- 10.3.4 "Severity Level 1" or "SL 1" means an error that renders use of the Glassbox Solution commercially unfeasible, impossible, or seriously impractical.
- 10.3.5 "Severity Level 2" or "SL 2" means an error that makes continued use of the Glassbox Solution seriously inconvenient and substantially reduces its value to Customer.
- 10.3.6 "Severity Level 3" or "SL 3" means all other errors including all Documentation shortcomings and non-material errors.
- 11.7 Response Target. Upon discovering, or receiving notification of an Incident, Glassbox shall respond and resolve such Incident as follows:

Severity Level	Response Target	Work Around & Resolution Target	Required Communication to Customer
SL 1	1 hour	Glassbox shall respond to an SL 1 notice within sixty (60) minutes of notice and shall continue its efforts to resolve the problem until a Resolution or reasonable Workaround is provided.	Every 30 minutes after initial acknowledgement and upon Customer's request. Updates via Glassbox Support Portal
SL 2	4 hours	Glassbox shall respond within four (4) hours of notice and shall continue its efforts to resolve the problem until a Resolution or reasonable Workaround is provided.	Every 4 hours after initial acknowledgement and upon Customer request, unless otherwise agreed by Customer.
SL 3	2 business days	Within a reasonable time period, Glassbox shall resolve the problem with documentation changes or fixes in future Updates or Upgrades.	Updates provided via Glassbox Support Portal

12. FORCE MAJEURE.

- 12.1 Neither Party shall be liable for any delay in meeting its obligations under this Agreement due to any cause outside its reasonable control including strikes, lock outs, acts of nature, war, terrorism, riot, malicious acts of damage, fire, acts of any government authority or failure of the public electricity supply (collectively, "**Event of Force Majeure**"). Each Party shall give the other Party prompt notice of the occurrence of any Event of Force Majeure that may cause delay hereunder, and the date of performance of any Party that gives such notice shall be extended for a period not exceeding the period of delay caused by the Event of Force Majeure so identified. Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall mitigate the effects of a particular Force Majeure Event and to recommence performance as soon as possible, including by deploying all reasonable measures to implement the business continuity and disaster recovery procedures.

13. RELATIONSHIP OF THE PARTIES.

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13.1 Each Party acts as an independent contractor on its own account and responsibility. Each Party is in no way the agent or legal representative of the other Party and no employee of any Party shall be considered to be an employee of the other Party for any purposes whatsoever. Neither Party is authorized to, and shall not assume any obligation of any kind, express or implied, on behalf of the other Party, nor shall make any representation to anyone contrary to the provisions of this paragraph. Nothing in this Agreement is intended to or shall have the effect of constituting a joint venture, co-venture, co-develop agency, partnership, franchise or relationship between the Parties other than as expressly set forth herein.

14. MISCELLANEOUS.

14.1 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

14.2 Entire Agreement. This Agreement constitutes the entire and only agreement and understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements, proposals, representations and understandings between the Parties relating thereto whether in oral or in writing. No amendments to this Agreement will be effective unless in writing, signed by an authorized representative of each Party and expressed to be an amendment.

14.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications must be in writing and addressed to the Parties at the addresses set forth in the Purchase Order. All Notices must be delivered by personal delivery, nationally recognized overnight courier, email, or certified or registered mail (in each case, return receipt requested, postage pre-paid).

14.4 No Waiver. The failure at any time of either Party to enforce any of the provisions of this Agreement, or any right with respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options, or in any way to affect the validity of this Agreement.

14.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.6 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of England and Wales without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of England and Wales. The competent courts in London, England shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder.

14.7 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or denied; provided, however, that Glassbox may assign its rights or delegate its obligations, in whole or in part, without such consent to one or more of its Affiliates, or to any third-party as a result of a merger or acquisition. Any purported assignment or delegation in violation of this Section will be null and void. This Agreement will be binding on any successor and assign of each Party.

14.8 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its confidentiality and data protection obligations under this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity, or otherwise.

ANNEX 7 – CHANGE CONTROL FORMS

CHANGE CONTROL NOTICE (CCN)											
Contract Title:	Contract for the Provision of Insert title of requirement (The Contract)										
Contract Reference:		Contract Change Number:									
Date CCN issued:		Date Change Effective from:									
<p>Between: The Insert Name of Contracting Authority (The Customer) and Insert name of Supplier (The Supplier)</p> <p>1. The Contract is varied as follows:</p> <p style="margin-left: 20px;">1.1. Insert details of changes to the original contract.</p> <p>2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.</p> <p>3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.</p>											
<table style="width: 100%; border: none;"><tr><td style="width: 20%; border: 1px solid black; height: 40px; margin: 0 auto;"></td><td style="width: 20%; border: 1px solid black; height: 40px; margin: 0 auto;"></td><td style="width: 20%; border: 1px solid black; height: 40px; margin: 0 auto;"></td><td style="width: 40%; padding: 0 20px; vertical-align: middle;">Change authorised to proceed by: (Customer's representative):</td></tr><tr><td style="text-align: center; padding-top: 10px;">Signature</td><td style="text-align: center; padding-top: 10px;">Print Name and Job Title</td><td style="text-align: center; padding-top: 10px;">Date</td><td></td></tr></table>							Change authorised to proceed by: (Customer's representative):	Signature	Print Name and Job Title	Date	
			Change authorised to proceed by: (Customer's representative):								
Signature	Print Name and Job Title	Date									



Authorised for and on behalf of the Supplier:	<div></div>	<div></div>	<div></div>
	Signature	Print Name and Job Title	Date

Authorised for and on behalf of the Customer:	<div></div>	<div></div>	<div></div>
	Signature	Print Name and Job Title	Date