HEALTHTRUST EUROPE™

Schedule 7B

Order Form for Competed Goods and Services- Mini Competition

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Enterprise Level Information Communication Technology (ICT) Digital Technology Solutions 2023 (ComIT 3 – Complete IT 3) (reference number: 2023/S 000-007857) dated 2nd January 2024.

The Authority (also referred to as the **"Participating Authority"**)	**Department for Environment Food and Rural Affairs** [REDACTED]
The Supplier	**Computacenter (UK) Limited** [REDACTED]
HealthTrust Europe Contract Reference	HTE-011004

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 2nd January 2024 (the "**Framework Agreement**").

2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
   (a) The Specification of the Authority's requirements as appended at Appendix 1 overleaf;
   (b) the Contract Price, as appended at Appendix 2 overleaf; and
   (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).

3. Where the Call-Off Terms and Conditions set out at **Error! Reference source not found.** of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:

   (a) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.

(b) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

Contents Overleaf

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Annex 1 - Standard Terms

1   Commencement Date and Term

1.1 The Commencement Date of this Contract shall be **19 March 2025.** The Services Commencement Date shall be 01 April 2025 as per Annex 2.

1.2 The Term of this Contract shall be **until 31 March 2030** and may be extended in accordance with Clause 15.2 of Schedule 2 of the Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than **ten (10) years** in total.

2   Data Protection

This Clause 2 only applies if this box is checked ☐

2.1 NOT USED

2.2 NOT USED

2.3 NOT USED

2.4 NOT USED

3   Payment Terms

3.1 The payment profile for this Contract shall be annual payments upfront in accordance with Appendix 2 (Contract Price) to this Annex 1.

4   Termination

4.1 The Participating Authority may not terminate this Contract without cause

5   Locations

The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed below:

N/A; as fully detailed within Appendix 1, the Services are for the provision of software as a service (SaaS) licences, as opposed to delivering [tangible] Goods.

6 Use of Sub-Contractors

This Clause 6 only applies if this box is checked ☒

6.1 The Participating Authority grants permission for the Supplier to Sub-contract under this Framework Agreement. This shall not impose any duty on the Participating Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement.

6.2 Where the Supplier sub-contracts the provision of any Goods and/or Services in pursuance of its contractual obligations under this Contract, the Supplier warrants and represents to the Participating Authority and to HealthTrust Europe that in addition to all other requirements related to subcontracting stated within the Framework Agreement, it shall remain the single point of contact and be responsible to HealthTrust Europe and the Participating Authority for all acts or omissions of the Sub-contractor or substitute Sub-contractor as though they were the Supplier's own acts or omissions for all elements of any Solution, including but not limited to Software and Equipment; and it shall ensure and shall procure that that its Sub-contractor(s) will deliver the Goods and/or Services in accordance with the terms of the Contract and in so doing, the Supplier shall:

6.2.1 strictly adherence to all KPI's and performance standards of the Contract and to all elements of the Specification;

6.2.2 immediately inform HealthTrust Europe and the Participating Authority in the event a Sub-Contractor fails, or becomes unable to meet any element of the Specification;

6.2.3 provide a list of all Sub-Contractors appointed at the Commencement Date as an annex to the Contract in the format set out below at Annex A of Appendix 11 (Subcontractors);

6.2.4 seek the prior written approval of the Participating Authority by following the Change Control Process if at any time during the Term the need arises to replace a Sub-Contractor listed in Annex A of Appendix 11 (Subcontractors), or to appoint a new Sub-Contractor.

6.3 The Supplier acknowledges and agrees that any proposed amendment to Annex A of Appendix 11 (Sub-contractors) shall be reserved as a right to the Participating Authority to: (i) consider any such amendment as a material variation of the Contract; (ii) reject the proposed change of Sub-Contractor; (iii) not accept Goods and/or Services from the any proposed new subcontractor; (iv) consider its option to re-tender for its requirements; and (v) without prejudice to any other rights reserved under the Contract terminate the Contract. The Participating Authority's approval shall not be unreasonably withheld or delayed.

6.4 The Supplier undertakes, warrants, and agrees that in order to meet its obligations under this Framework Agreement, it shall enter into contracts with its Sub-contractors that mirror the terms and conditions essential to perform the whole or the part(s) of its obligations which form the basis of the sub-contract. In any event, the Supplier shall ensure and shall procure that, as a minimum, its Sub-contractor will:

6.4.1   perform its obligations in accordance with the terms and conditions identical to those contained in the relevant contract with the Participating Authority;

6.4.2   acquire and maintain the same types and levels of insurance that will cover the risks required for performing under the relevant Contract;

6.4.3   where there will be Processing of Personal Data, the Supplier and the Sub-contractor will first conduct a data protection impact assessment (DPIA) on the operations of the Sub-contractor to ensure it has in place the appropriate security, technical and organisational measures to address the risks and ensure protection of personal data which demonstrate compliance with the data protection laws; and

6.4.4   cooperate fully in any audit or investigation undertaken by HealthTrust Europe or the Participating Authority in accordance with the call-off contract and the Framework Agreement.

6.5 In addition to all other rights reserved by HealthTrust Europe under the Framework Agreement, HealthTrust Europe hereby also reserves the right to conduct audits to: (i) ensure DPIAs are undertaken; (ii) review the due diligence process undertaken by the Supplier in relation to appointing Sub-contractors; and (iii) all other sub-contracting processes or changes thereto are compliantly undertaken. In this regard, the Supplier acknowledges and agrees that to ensure adherence to the terms and conditions of the Framework Agreement and any call-off contracts, it shall cooperate fully and procure that its Sub-contractor will cooperate fully in any such audits. Such audits will be conducted by HealthTrust Europe or its nominated agent(s), as and when deemed necessary, in the reasonable opinion of HealthTrust Europe, but in any event no more than once in a twelve (12) month period.

6.6 The bidding model that includes members of the supply chain, the percentage of work being delivered by each Sub-contractor and the key contract deliverables for which each Sub-contractor will be responsible are also detailed in Appendix 11 (Subcontractors).

7   **Contract Management**

The Contract Managers at the commencement of this Contract are:

7.1 For the Participating Authority: [REDACTED], [REDACTED]
7.2 For the Supplier: [REDACTED], [REDACTED]

8   **Notices**
Notices served under this Contract are to be delivered to:

(a) For the Participating Authority:
Name: [REDACTED]
Email address: [REDACTED]

(b) For the Supplier:
Name: [REDACTED]
Email address: [REDACTED]

9   In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

10 The following Annexes are incorporated within this Contract:

Annex 1	Standard Terms
Annex 2	Additional Key Provisions to Appendices 3 to 13 - Optional
Annex 3	Optional Terms for Software and related Services

11 The following Appendices are incorporated within Annex 1 to this Contract:

#	Title	Used?
Appendix 1	Participating Authority Specification	✓
Appendix 2	Contract Price	✓
Appendix 3	Change Control Process	✓
Appendix 4	Implementation Plan	X
Appendix 5	Locations subject to lease and/or licence	X
Appendix 6	Step In Rights	X
Appendix 7	Termination	X
Appendix 8	TUPE Transfer	X
Appendix 9	Software and End User License Agreement (EULA)	✓
Appendix 10	Key Performance Indicators	X
Appendix 11	Subcontractors	✓
Appendix 12	Social Value	X
Appendix 13	Data Protection Protocol Form	✓

Signed by the authorised representative of THE PARTICIPATING AUTHORITY

Name:		Signature:	
Position:		Date:	

AND

Signed by the authorised representative of THE SUPPLIER

Name:		Signature:	
Position:		Date:	

Appendix 1 (Authority Specification)
to Annex 1

The Supplier shall provide the Vendor Software and associated Services to the Participating Authority:

- as detailed within the table below;
- for five (5) years from the Commencement Date (notwithstanding termination conditions within this Contract); and
- charged in accordance with Appendix 2 (Contract Price) to this Annex 1

The quantity of each Vendor Software and associated Service may be increased or decreased in accordance with Appendix 3 (Change Control Process) to this Annex 1.

Item No.	Product Code/ Licence Reference	Description / Specification	Quantity
1.1.1	ZS-PLATFORM	Zscaler Platform	35,000
1.1.2	ZS-CTP-2	Zscaler In line Cyber Threat Protection two (2) Features: • Advanced Sandbox; and • Advanced Firewall	35,000
1.1.3	ZT-APP-SEG-100	App Connectors	35,000
1.1.4	ZCES-SUP-PREM-ADV	Zscaler Premium Support Advanced	1
1.1.5	ZCR-UPY4	Uplift for Year 4	1
1.1.6	ZCR-UPY5	Uplift for Year 5	1
1.1.7	ZCES-PRO-CREDITS	Professional Services Credits	208

Appendix 2 (Contract Price)

to Annex 1

The Supplier shall invoice the Participating Authority for the provision of those Vendor Software and associated Services detailed within Appendix 1 (Authority Specification) to Annex 1 in accordance with the Contract Prices and dates table below. All Contract Prices are firm price, whereby they are the all-inclusive, total price that cannot be exceeded for the first five (5) years from the Commencement Date.

Contract Year	Delivery Date	Item	Contract Price *(ex. VAT)*
For Contract Year 1	01 April 2025	Zscaler Platform	[REDACTED]
		Zscaler In line Cyber Threat Protection 2 Features: (1) Advanced Sandbox; and (2) Advanced Firewall	[REDACTED]
		App Connectors	[REDACTED]
		Zscaler Premium Support Advanced	[REDACTED]
		Uplift for Year 4	[REDACTED]
		Uplift for Year 5	[REDACTED]
		Professional Services Credits	[REDACTED]
		Total	[REDACTED]
For Contract Year 2	01 April 2026	Zscaler Platform	[REDACTED]
		Zscaler In line Cyber Threat Protection 2 Features: (1) Advanced Sandbox; and (2) Advanced Firewall	[REDACTED]
		App Connectors	[REDACTED]
		Zscaler Premium Support Advanced	[REDACTED]
		Uplift for Year 4	[REDACTED]
		Uplift for Year 5	[REDACTED]
		Professional Services Credits	[REDACTED]
		Total	[REDACTED]
For Contract Year 3	01 April 2027	Zscaler Platform	[REDACTED]
		Zscaler In line Cyber Threat Protection 2 Features: (1) Advanced Sandbox; and (2) Advanced Firewall	[REDACTED]
		App Connectors	[REDACTED]
		Zscaler Premium Support Advanced	[REDACTED]
		Uplift for Year 4	[REDACTED]
		Uplift for Year 5	[REDACTED]
		Professional Services Credits	[REDACTED]
		Total	[REDACTED]
For Contract Year 4	01 April 2028	Zscaler Platform	[REDACTED]
		Zscaler In line Cyber Threat Protection 2 Features: (1) Advanced Sandbox; and (2) Advanced Firewall	[REDACTED]
		App Connectors	[REDACTED]
		Zscaler Premium Support Advanced	[REDACTED]
		Uplift for Year 4	[REDACTED]
		Uplift for Year 5	[REDACTED]
		Professional Services Credits	[REDACTED]
		Total	[REDACTED]
For Contract Year 5	01 April 2029	Zscaler Platform	[REDACTED]
		Zscaler In line Cyber Threat Protection 2 Features: (1) Advanced Sandbox; and (2) Advanced Firewall	[REDACTED]
		App Connectors	[REDACTED]
		Zscaler Premium Support Advanced	[REDACTED]
		Uplift for Year 4	[REDACTED]
		Uplift for Year 5	[REDACTED]
		Professional Services Credits	[REDACTED]
		Total	[REDACTED]

Overall 5-year Total	£11,741,794.43

Appendix 3 (Change Control Process)
to Annex 1

At its discretion, the Participating Authority may initiate a Change Control Process to this Contract. Upon doing so, the Supplier shall respond to the request within ten (10) Working Days. A Change Control Process is only effective if agreed in writing and signed by both Parties.

Appendix 4 (Implementation Plan)
to Annex 1

NOT USED

Appendix 5 (Lease and/or Licence to access Premises and Locations) to Annex 1

NOT USED

Appendix 6 (Step In Rights)
to Annex 1

NOT USED

Appendix 7 (Termination Sum)
to Annex 1

NOT USED

Appendix 8 (Staff Transfer)
to Annex 1

NOT USED

Appendix 9 (Software and End-User Licence Agreement (EULA)) to Annex 1

Contents

Introduction

This End User Subscription Agreement (the "Agreement") governs the purchase, access, and use of Products by the Customer listed on an Order (hereinafter "Customer" or "You" or "Your"). In order to use or receive the benefits of any Product, You must purchase the applicable Product through an Order. This Agreement applies to all current and future use and access of Zscaler products and services by Customer unless expressly agreed otherwise by Customer and Zscaler.

IF YOU HAVE ARRIVED AT THIS PAGE DURING THE PROCESS OF INSTALLING, DOWNLOADING, ACCESSING, OR DEPLOYING A PRODUCT, YOU ACKNOWLEDGE AND AGREE THAT BY PROCEEDING WITH THE INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE OF THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, DISCONTINUE THE INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE. IF YOU PROCEED WITH INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND THE CUSTOMER.

This Agreement may be periodically updated and the current version will be posted at www.zscaler.com/legal/overview. Your continued use of the Products after a revised Agreement has been posted constitutes your acceptance of its terms.

1. Definitions

"**Affiliate**" means any entity controlled, directly or indirectly, by, under common control with, or controlling, a party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the party has operational or management control. For the purposes of this definition, "control" means the power to direct, or cause the direction of, the management and policies of such entity whether by contract, law, or ownership of the majority of the voting shares or assets of another entity.

"**Aggregated Data**" means Customer Data that (i) has been anonymized, and is not identifiable to any person or entity, (ii) is combined with the data of other customers or additional data sources, and (iii) is presented in a manner from which Customer's or an Authorized User's identity may not be derived.

"**Authorized User**" means an employee, agent, contractor, or other third party authorized by Customer and/or its Affiliates to access, use, download, deploy, or install the Products.

"**Customer Data**" means all data or information submitted by or on behalf of Customer to the Products.

"**Deployment Services**" means the deployment and related services for the Products provided by Zscaler to Customer as described in the Order.

"**Documentation**" means the documentation and usage guidelines for the Products, as updated from time to time by Zscaler.

"**Fees**" means any fees paid or to be paid for Products under an Order.

"**Force Majeure Event**" means any circumstances which are unforeseeable, and beyond the reasonable control of the party affected, including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider or hosting facility failures or delays, hardware, software or power systems not provided by Zscaler, or acts undertaken by third parties, including without limitation denial of service attacks.

"**Hardware**" means the Zscaler-provided hardware used to connect to the SaaS.

"**Intellectual Property Rights**" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, in any state, country, or jurisdiction.

"**Order**" means a written order form/sales proposal, purchase order, or similar ordering document for Products submitted to, and approved by, Zscaler and/or Partner.

"**Partner**" means the Zscaler-approved partner authorized by Zscaler to resell or otherwise provide Products to end user customers.

"**Products**" means, collectively, the Zscaler SaaS, Software, Hardware, Deployment Services, and Support Services, including all Upgrades.

"**SaaS**" means the subscription cloud-based service provided by Zscaler for the Subscription Term set forth in the Order.

"**SLAs**" means the Service Level Agreements provided by Zscaler for each applicable Product, described at https://www.zscaler.com/legal/sla-support.

"**Software**" means any Zscaler software, utility, tool or other computer or program code provided directly or indirectly to Customer in object (binary) code only, as well as any copies (whether complete or partial) made by or on Customer's behalf. The term "Software" also includes any updates, upgrades or other new features, functionality or enhancements to the Software made available directly or indirectly to Customer.

"**Subscription Term**" means the Initial Subscription Term and any and all Renewal Subscription Terms (as defined in Section 7.2), collectively.

"**Support Services**" means the support services provided by Zscaler with respect to each applicable Product described at https://www.zscaler.com/legal/sla-support.

"**Upgrades**" means all cloud wide modifications, enhancements and corrections to the Products made by Zscaler, including (i) corrections of failures to conform to or to operate in accordance with the Documentation; (ii) temporary and permanent error corrections delivered as part of the Support Services;

and (iii) all additions, updates, new versions and releases, and new features, and changes made by Zscaler in response to legal, technological or other developments. For clarity, "Upgrades" does not include any additional features or enhancements made available to customers by Zscaler for an additional cost.

"**Zscaler Materials**" means all Zscaler proprietary materials, Intellectual Property Rights for all Products and Documentation, Zscaler's processes and methods, and/or materials distributed by Zscaler during any presentations, proof of concepts, or demonstrations of the Products.

2. Orders

2.1 Governing Terms. Customer and its Affiliates may purchase Products through an Order. All Orders and Customer's access and use of the Products will be governed by the terms and conditions in this Agreement and the Documentation. Where a Customer Affiliate is named in an Order, that Order will create a separate agreement between that Affiliate and Zscaler, incorporating the terms of this Agreement with the Affiliate deemed "Customer." For clarity, Zscaler will not be obligated to provide any Products to Customer or its Affiliate(s) until Zscaler receives a valid Order for such Products.

2.2 Non-Reliance. Customer and its Affiliates agree that its purchase of any Products is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Zscaler with respect to any future functionality or features.

3. Payment

Unless otherwise agreed to in writing by the parties, Fees and payment terms shall be agreed and documented between Customer and/or its Affiliate(s) and the Partner.

4. Subscription Rights; Intellectual Property Rights; and Restrictions

4.1 Subscription Rights

Subject to the terms and conditions in this Agreement, Zscaler grants Customer and its Affiliates a limited, non-transferable, non-assignable (except as set forth in this Agreement), non-exclusive right to access and use, and to permit their Authorized Users to access and use the Products for the internal business purposes of Customer and its Affiliates during the Subscription Term for the quantity of purchased Products set forth in the Order.

4.2 Access and Use of Products

Customer agrees to only access and use the Products in accordance with this Agreement and the applicable Documentation, including any relevant Product usage guidelines. Customer and Zscaler agree to work together in good faith to promptly resolve any unauthorized access or use of the Products by Customer.

4.3 Ownership and Intellectual Property Rights

4.3.1 Zscaler

All rights and title in and to the Products, Zscaler Materials and Documentation, including all Intellectual Property Rights inherent therein, belong exclusively to Zscaler and its licensors. No rights are granted to Customer other than as expressly set forth in this Agreement.

4.3.2 Customer

All rights and title in and to the Customer Data, including all Intellectual Property Rights inherent therein, belong exclusively to Customer. No rights are granted to Zscaler other than as expressly set forth in this Agreement.

4.4 Restrictions

Customer shall not and shall not allow or permit any third party to: (i) modify, copy, display, republish or create derivative works based on the Products or Zscaler Materials; (ii) reverse engineer the Products; (iii) access or use the Products to build a competitive product or service, or copy any ideas, features, functions or graphics of the Products; (iv) use the Products in any way prohibited by applicable law or that would cause either party to violate applicable law including but not limited to: (1) sending spam or other duplicative or unsolicited messages; (2) using the Products to send infringing, obscene, threatening, libelous, or other unlawful material; (3) using the Products to access blocked services; or (4) uploading to the Products or using the Products to send or store viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents or programs; (v) use the Products to run automated queries to external websites (because such websites may include Zscaler IP addresses in their respective IP block lists); (vi) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (vii) attempt to gain unauthorized access to the Products or its related systems or networks; (viii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Products; (ix) perform penetration or load testing on the Products or Zscaler's cloud without the prior written consent of Zscaler and agreeing to certain conditions and requirements for such penetration or load testing; (x) without the express prior written consent of Zscaler, conduct any public benchmarking or comparative study or analysis involving the Products; and (xi) access or use the Products from a prohibited location in violation of U.S. trade and economic sanctions, including without limitation, Cuba; Iran; North Korea; Syria; the so-called Donetsk People's Republic, the Luhansk People's Republic, or Crimea Regions of Ukraine; or any other country/region that becomes prohibited.

4.5 Customer Responsibilities

Customer agrees and understands that:

(a) it is responsible for all activity of Authorized Users and for Authorized Users' compliance with this Agreement; and it shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data; (ii) prevent unauthorized access to, or use of, the Products, and notify Zscaler promptly of any such unauthorized access or use; and (iii) comply with all applicable laws and/or regulations in using the Products;

(b) Customer is solely responsible for its connection to the Internet or any equipment or third party licenses necessary for Customer to use the Products;

(c) in order for Zscaler to provide the SaaS, Customer is responsible for forwarding its web traffic or internal traffic to Zscaler via valid forwarding mechanisms that allow for automatic fail over (i.e. PAC, IPSEC, GRE tunnels, and/or Zscaler App); and

(d) it is responsible for supplying Zscaler with any technical data and other information and authorizations that Zscaler may reasonably request to allow Zscaler to provide the Products to Customer.

4.6 Use of Information

Without limiting Zscaler's confidentiality and security obligations set forth in this Agreement, Zscaler shall have the right to:

(a) use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer relating to the Products without restriction and without obligation to Customer (collectively "**Feedback**"). Zscaler acknowledges that all Feedback is provided "as-is" without warranty of any type;

(b) use information collected regarding Customer's use of the Products for the purposes of providing, maintaining, improving, and/or analyzing the Products and complying with all legal or contractual requirements;

(c) make malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Products; and

(d) develop and commercialize benchmarks and measures based on Aggregated Data.

4.7 Zscaler Rights

(a) Zscaler reserves the right to manage bandwidth or route traffic across the Internet in a commercially optimal way, provided such actions do not compromise Zscaler's obligations under this Agreement;

(b) Zscaler maintains reasonable and appropriate physical, organizational, administrative, and technical safeguards designed to protect Customer Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction as set out at https://www.zscaler.com/legal/security-measures ("**Security Measures**"). Zscaler is certified under ISO 27001 and System and Organization Controls (SOC) 2, Type II standards and is audited annually by an independent third party to ensure its ongoing compliance with these certifications. Zscaler regularly tests, assesses, and evaluates the effectiveness of the Security Measures. Upon written request, Zscaler agrees to provide Customer with a copy of its most recent ISO 27001 certificate and/or SOC 2, Type II report. Zscaler will not materially decrease the Security Measures during the Subscription Term. Zscaler will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and subcontractors/sub-processors to the extent applicable to their scope of performance; and

(c) Zscaler reserves the right to suspend Customer's access to or download of Products in the event Customer's use of the Products represents an imminent threat to Zscaler's network, or if directed by a court or competent authority. In such cases, Zscaler will (i) suspend such Products only to the extent reasonably necessary to prevent any harm to Zscaler's network (for example, blocking offending source IP addresses); (ii) use its reasonable efforts to promptly contact Customer and give Customer the opportunity to promptly change the configuration of its server(s) accordingly and/or work with Customer to promptly resolve the issues causing the suspension of such Products; and (iii) reinstate any suspended Products immediately after any issue is abated.

5. Warranties

5.1 Mutual Warranty

Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

5.2 SaaS and Software Warranty

Zscaler warrants that the SaaS and/or Software will (i) substantially conform to the Documentation; and (ii) be provided in accordance with the SLAs.

5.3 Hardware Warranty

Zscaler warrants that the Hardware will perform substantially in accordance with the applicable Documentation.

5.4 Deployment Services Warranty

Zscaler shall provide the Deployment Services and warrants that the Deployment Services will be performed in a professional manner in accordance with industry standards for like services.

5.5 Support Services and TAM Warranty

Zscaler shall provide the Support Services and warrants that the Support Services will be performed in a professional manner in accordance with industry standards for like services, but does not guarantee that every question or problem will be resolved. Zscaler's obligation to provide Support Services does not include services requested as a result of causes or errors which are not attributable to Zscaler or its authorized agents. If, upon investigating the cause of the incident, Zscaler determines that there is a defect in the Product, Zscaler will provide a remedy in the form of a workaround, or another version of the Product that includes a bug fix for the defect. Customer agrees to provide reasonable support information necessary to understand and resolve the incident, which may include log files, configuration files and/or error messages.

5.6 Warranty Remedies

If Customer believes the warranty in Section 5.2 or 5.3 has been breached, Customer must notify Zscaler of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and Zscaler shall promptly correct the non-conformity at its own expense if a breach of the relevant warranty occurred. If Customer believes the warranty in Section 5.4 has been breached, Customer must notify Zscaler of the breach no later than thirty (30) days following the date the Deployment Services were provided, and Zscaler shall promptly correct or re-perform the Deployment Services if a breach of the warranty occurred. Without limiting any Service Credits incurred in the event Zscaler does not meet the SLAs, the remedies stated in this Section are the sole remedies, and Zscaler's sole obligation, with respect to Products that fail to comply with the foregoing warranties.

5.7 Disclaimer of Warranties

Except for the express warranties set forth herein, all Products are provided on an "as is" basis. Zscaler expressly disclaims, to the maximum extent permissible under applicable law, all warranties, conditions, and other terms express, implied by common law, statute or otherwise, including without limitation any implied warranty of merchantability, fitness for a particular purpose, accuracy, noninfringement, or that the Products will be error-free.

6. Confidential Information

6.1 Definition of Confidential Information

As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including, to the extent permitted by applicable law, the terms and conditions of this Agreement (including pricing and other terms reflected in all Orders hereunder), the Customer Data, the Products, the Zscaler Materials, Zscaler's security information and reports, and each party's respective business and marketing plans, technology, and technical information, product designs, and business processes.

6.2 Exceptions

The obligations in this Section 6 shall not apply to any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality; (c) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party; or (d) is lawfully received from a third party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality.

6.3 Confidentiality

The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Either party may disclose Confidential Information on a need-to-know basis to (a) its personnel, auditors and Affiliates who are subject to the same confidentiality obligations, and (b) its attorneys and accountants who are either subject to professional obligations of confidentiality or have agreed to be bound by confidentiality obligations at least as protective as those set out herein.

6.4 Protection

The Receiving Party will use at least the same level of care to prevent unauthorized use of the Disclosing Party's Confidential Information as it uses for its own Confidential Information, but in no event less than a reasonable standard of care.

6.5 Compelled Disclosure

If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.6 Remedies

If the Receiving Party discloses or uses (or threatens to disclose or use) or the Disclosing Party reasonably believes that the Receiving Party may disclose or use any Confidential Information of the Disclosing Party in breach of the confidentiality protections hereunder, or if the Receiving Party is compelled to disclose (or is likely to become compelled to disclose) any Confidential Information of the Disclosing Party pursuant to Section 6.5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts or seek a protective order regarding such acts.

7. Term and Termination

7.1 Agreement Term

This Agreement shall continue in effect for the Subscription Term.

7.2 Order Term

The initial term of Customer's subscription to the Products will begin on the start date set forth in an Order and will continue for the period of time stated in the Order ("**Initial Subscription Term**"). Prior to the end of the Initial Subscription Term, the length and pricing for a renewal term may be agreed to ("**Renewal Subscription Term**"); otherwise, Customer's subscription will terminate at the end of the Initial Subscription Term (or the then-applicable Renewal Subscription Term).

7.3 Termination for Material Breach

Either party may terminate this Agreement and any Order: (i) if the other party is in material breach of any of the terms and conditions of this Agreement and does not cure such material breach within thirty (30) days of receiving notice; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

7.4 Effect of Termination

The following provisions shall survive the termination of this Agreement and all Orders: Section 3 (Payment), Section 4 (Subscription Rights; Intellectual Property Rights; and Restrictions;) other than Section 4.1, Section 5.7 (Disclaimer of Warranties), Section 6 (Confidential Information), Section 7.4 (Effect of Termination), Section 8 (Indemnity), Section 9 (Limitation of Liability), Section 10 (Data Protection and Privacy), Section 11 (Export Control and Anti-Corruption), and Section 12 (General Provisions).

8. Indemnity

8.1 Zscaler Indemnity

Zscaler shall defend Customer against any third-party claim alleging Customer's use of the Products as permitted hereunder infringes or misappropriates that third party's valid United States, European Union, or United Kingdom patent, copyright, trademark or trade secret, and Zscaler shall, subject to Section 9, at its expense, indemnify Customer for any damages finally awarded against Customer (including reasonable legal fees) or any amounts agreed in settlement by Zscaler in connection with such claim.

8.2 Response to Claims

If the Products, or parts thereof, become, or in Zscaler's opinion may become, the subject of an infringement claim, Zscaler may, at its option: (a) procure for Customer the right to continue using the Products as set forth herein; (b) replace or modify the Products to make it non-infringing, provided that such replacement or modification does not compromise Zscaler's obligations under this Agreement; or (c) if

options (a) or (b) are not commercially and reasonably practicable as determined by Zscaler, terminate this Agreement and the applicable Order and refund Customer, on a prorated basis, any pre-paid Fees for the corresponding unused portion of the Subscription Term.

8.3 Indemnity Exclusions

Zscaler will have no liability or obligation under this Section with respect to any claim if such claim is caused in whole or in part by: (i) Customer's use of a Product not in accordance with the Documentation; (ii) modification of a Product by anyone other than Zscaler; (iii) the combination, operation, or use of any Product with any third party hardware or software where the Product would not by itself be infringing absent such combination, operation, or use; or (iv) Customer's continued use of an infringing version of the Products after Zscaler has provided a non-infringing version and notified Customer of its availability.

8.4 Customer Indemnity

Customer will defend and indemnify Zscaler from and against any claim brought by a third party against Zscaler arising from or related to Customer's violation of Section 4.4 of this Agreement.

8.5 Indemnity Procedure

The indemnification obligations in this Section shall be subject to the indemnified party: (a) promptly notifying the indemnifying party in writing upon receiving notice of any threat or claim of such action; (b) giving the indemnifying party exclusive control and authority over the defense and/or settlement of such claim (provided any such settlement unconditionally releases the indemnified party of all liability); and (c) providing reasonable assistance requested by the indemnifying party, at the indemnifying party's expense.

8.6 THIS SECTION 8 STATES ZSCALER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS.

9. Limitation of Liability

9.1 Waiver of Consequential Damages

In no event will either party be liable for any lost profits, revenue or savings; lost business opportunities or data; substitute goods or services; or indirect, special, incidental, consequential, punitive or exemplary damages of any kind (including damage to business reputation or goodwill).

9.2 Limitation of Monetary Damages

Each party's aggregate liability for all claims arising out of this Agreement and all Orders shall be limited to the total fees paid and/or payable to Zscaler for the applicable Product giving rise to the liability during the twelve (12) months immediately preceding the first incident giving rise to the first claim.

9.3 Form of Action

The exclusions and limitations in this Section 9 apply (i) to the maximum extent permitted by applicable law and (ii) whatever the form of action, whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise, even if the other party has been told in advance of the possibility of such damages or losses or such damages or losses were reasonably foreseeable.

10. Data Protection and Privacy

The parties shall comply with the privacy and security terms of the Data Processing Agreement located at https://www.zscaler.com/legal/data-processing-agreement which is incorporated into this Agreement by reference.

11. Export Compliance and Anti-Corruption

11.1 Export Compliance

The Products and other software or components of the Products which Zscaler may provide or make available to Customer may be subject to United States export control and economic sanctions laws and other foreign trade controls. The parties represent that they are in compliance with applicable United States and foreign export controls, economic sanctions, and other trade controls.

11.2 Anti-Corruption

In performing this Agreement, the parties agree to comply at all times with the applicable laws related to money-laundering, bribery, and anti-corruption, including the Foreign Corrupt Practices Act of 1977, the UK Anti-bribery Act of 2010, and any other applicable anti-corruption legislations ("**Anti-corruption Laws**"). Each party represents that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12. General Provisions

12.1 Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

12.2 Notices

Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices regarding a legal claim. Notices shall be sent to the parties at the address set forth in this Agreement (or as subsequently updated in writing) or Customer's current business contact if known, with a cc to legal@zscaler.com for Zscaler and/or Customer's legal department.

12.3 Waiver and Cumulative Remedies

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.4 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

12.5 Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld), except that either party may assign this Agreement in its entirety, without the consent of the other party, to (i) an Affiliate; or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section 12.5 shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.6 Governing Law and Jurisdiction

This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws rules, and will be subject to the exclusive jurisdiction of the federal and state courts located in Santa Clara County. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its Intellectual Property Rights or other proprietary rights. The United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

12.7 Force Majeure

Neither party shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is due to a Force Majeure Event. The party affected shall be relieved from its obligations (or part thereof) for the time that the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof). The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event.

12.8 Evaluation Products

From time to time, Zscaler may make available certain Zscaler products for proof of concept, beta testing, interactive demo, or other similar evaluative purposes (the "**Evaluation Products**"). Customer shall only access and use the Evaluation Products for internal evaluation purposes for a mutually agreed period (the "**Evaluation Period**"). At the end of the Evaluation Period, Customer Data will be deleted pursuant to Zscaler's standard retention and deletion periods, unless otherwise agreed to by the parties. For any Evaluation Products, only Sections 4, 5.7, 6, 9, 10, 11, 12, and the applicable definitions in Section 1 of this Agreement shall apply, with the Evaluation Products being deemed as "Products" in those sections.

12.9 Entire Agreement

This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement.

12.10 Variations

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. No terms or conditions set forth on any Customer purchase order, preprinted form or other document shall add to or vary the terms and conditions of this Agreement, and all such terms or conditions shall be null and void.

Appendix 10 (Key Performance Indicators (KPIs))
to Annex 1

NOT USED

Appendix 11 (Sub-Contractors)
to Annex 1

In exercise of its right under Clause 28.1 of Schedule 2 of the Call-off Terms and Conditions, the Participating Authority hereby authorises the appointment by the Supplier of the following Sub-Contractor for the purpose of this Contract:

Sub-Contractor Name	Zscaler, Inc ("Zscaler")
Nature of Services Delivered by the Sub-Contractor	Zscaler is the owner of the Vendor Software licences detailed within Appendix 1 (Authority Specification) to Annex 1.
Key Contract Deliverables	The Supplier must ensure that Zscaler, as the software vendor and owner of the licences within Appendix 1 (Authority Specification) to Annex 1, enables the Supplier to pass-through the licences from Zscaler to the Participating Authority. The Participating Authority and Zscaler is responsible for their respective obligations within Appendix 9 (Software and End-User Licence Agreement (EULA)).

Appendix 12 (Social Value)
to Annex 1

NOT USED

Appendix 13 (Data Protection Protocol)
to Annex 1

This Table A shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Table A shall be with the Authority at its absolute discretion.

Table A – Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	The Participating Authority does not anticipate any processing of data for the purposes of the delivery of the Services. The Supplier may receive Personal Data as identified within the 'Types of Personal Data' field further below within this Table A. This Personal Data is only envisaged for contract administrative purposes, as opposed to the delivery of the Services themselves, such as • Contract management • Facilitating payments • Contract Control Processes The Participating Authority is Controller, and the Supplier is Processor.
Duration of the Processing	For the entire duration of the Contract.
Nature and purposes of the Processing	The Participating Authority does not anticipate any processing of data for the purposes of the delivery of the Services. The Supplier may receive Personal Data as identified within the 'Types of Personal Data' field further below within this Table A. This Personal Data is only envisaged for contract administrative purposes, as opposed to the delivery of the Services themselves, such as • Contract management • Facilitating payments • Contract variations
Type of Personal Data	Personal data includes the following Participating Authority staff data: • Name • Telephone number • Email address
Categories of Data Subject	Staff of the Participating Authority
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Supplier must return and / or destroy of the data once the Processing is complete in accordance with UK GDPR.

Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. For example, the following terms are defined in Schedule 4 of the Contract: "Authority", "Data Protection Legislation", "UK GDPR", "Process" and "Processor" and "Supplier" are defined in Schedule 4 of the Contract. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

"Controller"	shall have the same meaning as set out in the UK GDPR;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Officer"	shall have the same meaning as set out in the UK GDPR;
"Data Recipient"	means that Controller who receives the relevant Personal Data;
"Data Subject"	shall have the same meaning as set out in the UK GDPR;
"Data Subject Request"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Data Transferor"	means that Controller who transfers the relevant Personal Data;
"Information Commissioner"	means the Information Commissioner in the UK;
"Joint Controllers"	means where two or more Controllers jointly determine the purposes and means of Processing;
"Personal Data Breach"	shall have the same meaning as set out in the UK GDPR;
"Processor"	shall have the same meaning as set out in the UK GDPR;

"**Protocol**" or "**Data Protection Protocol**"	means this Data Protection Protocol;
"**Sensitive Data**"	shall mean the types of data set out in Article 9(1) or 10 of the UK GDPR;
"**Sub-processor**"	means any third Party appointed to Process Personal Data on behalf of that Processor related to this Contract.

1 Supplier as data processor

1.1 Purpose and scope

1.1.1 The purpose of this Clause 1 is to ensure compliance with Article 28(3) and (4) of the UK GDPR.

1.1.2 This Clause 1 applies to the Processing of Personal Data as specified in Table A.

1.1.3 Table A is an integral part of this Clause 1.

1.1.4 This Clause 1 is without prejudice to obligations to which the Controller is subject by virtue of the UK GDPR.

1.1.5 This Clause 1 does not by itself ensure compliance with obligations related to international transfers in accordance with Chapter V of the UK GDPR.

1.2 Invariability of Clause 1

1.2.1 The Parties undertake not to modify Clause 1, except for adding information to Table A or updating information in it.

1.2.2 This does not prevent the Parties from including the standard contractual clauses laid down in this Clause 1 in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict Clause 1 or detract from the fundamental rights or freedoms of Data Subjects.

1.3 Interpretation

1.3.1 Where this Clause 1 uses the terms defined in the UK GDPR, those terms shall have the same meaning as in the UK GDPR.

1.3.2 This Clause 1 shall be read and interpreted in the light of the provisions of the UK GDPR.

1.3.3 1.3.3 This Clause 1 shall not be interpreted in a way that runs counter to the rights and obligations provided for in the UK GDPR or in a way that prejudices the fundamental rights or freedoms of the Data Subjects.

1.4 Hierarchy

1.4.1 In the event of a contradiction between this Clause 1 and the provisions of the Contract and/or related agreements between the Parties existing at the time when this Clause 1 is agreed or entered into thereafter, this Clause 1 shall prevail.

1.5 Description of the processing

1.5.1 The details of the Processing operations, in particular the categories of Personal Data and the purposes of Processing for which the Personal Data is Processed on behalf of the Controller, are specified in Table A.

1.6 Obligations of the Parties

1.6.1 Instructions

(i) The Processor shall Process Personal Data only on documented instructions from the Controller, unless required to do so by Law to which the Processor is subject. In this case, the Processor shall inform the Controller of that legal requirement before Processing, unless the Law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Controller throughout the duration of the Processing of Personal Data. These instructions shall always be documented.

(ii) The Processor shall immediately inform the Controller if, in the Processor's opinion, instructions given by the Controller infringe the UK GDPR.

1.6.2 Purpose Limitation

(i) The Processor shall Process the Personal Data only for the specific purpose(s) of the Processing, as set out in Table A, unless it receives further instructions from the Controller.

1.6.3 Duration of the Processing of Personal Data

(i) Processing by the Processor shall only take place for the duration specified in Table A.

1.6.4 Security of Processing

(i) The Processor shall at least implement the technical and organisational measures specified in Table A to ensure the security of the Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects.

(ii) The Processor shall grant access to the Personal Data undergoing Processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the Contract. The Processor shall ensure that persons authorised to Process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

1.6.5 Sensitive Data

(i) If the Processing involves Sensitive Data as set out in Table A, or data relating to criminal convictions and offences, the Processor shall apply specific restrictions and/or additional safeguards as agreed between the Parties in Table A.

1.6.6 Documentation and compliance

(i) The Parties shall be able to demonstrate compliance with this Clause 1.

(ii) The Processor shall deal promptly and adequately with inquiries from the Controller about the Processing of data in accordance with this Clause 1.

(iii) The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations that are set out in this Clause 1 and stem directly from the UK GDPR. At the Controller's request, the Processor shall also permit and contribute to audits of the Processing activities covered by this Clause 1, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the Controller may take into account relevant certifications held by the Processor.

(iv) The Controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the Processor and shall, where appropriate, be carried out with reasonable notice.

(v) The Parties shall make the information referred to in this Clause 1, including the results of any audits, available to the Information Commissioner on request.

1.6.7 Use of Sub-processors

(i) The Processor shall not subcontract any of its Processing operations performed on behalf of the Controller in accordance with this Clause 1 to a Sub-processor, without the Controller's prior specific written authorisation. The Processor shall submit the request for specific authorisation at least fourteen (14) days prior to the engagement of the Sub-processor in question, together with the information necessary to enable the Controller to decide on the authorisation.

(ii) Where the Processor engages a Sub-processor for carrying out specific Processing activities (on behalf of the Controller), it shall do so by way of a contract which imposes on the Sub-processor, in substance, the same data protection obligations as the ones imposed on the Processor in accordance with this Clause 1. The Processor shall ensure that the Sub-processor complies with the obligations to which the Processor is subject pursuant to this Clause 1 and to the UK GDPR.

(iii) At the Controller's request, the Processor shall provide a copy of such a Sub-processor agreement and any subsequent amendments to the Controller. To the extent necessary to protect business secret or other confidential information, including Personal Data, the Processor may redact the text of the agreement prior to sharing the copy.

(iv) The Processor shall remain fully responsible to the Controller for the performance of the Sub-processor's obligations in accordance with its contract with the Processor. The Processor shall notify the Controller of any failure by the Sub-processor to fulfil its contractual obligations.

(v) The Processor shall agree a third party Customer clause with the Subprocessor whereby - in the event the Processor has factually disappeared, ceased to exist in law or has become insolvent - the Controller shall have the right to terminate the Sub-processor contract and to instruct the Sub-processor to erase or return the Personal Data.

1.6.8 International Transfers

(i) Any transfer of data to a third country or an international organisation by the Processor shall be done only on the basis of documented instructions from

the Controller or in order to fulfil a specific requirement under Law to which the Processor is subject and shall take place on the basis of an adequacy regulation (in accordance with Article 45 of the UK GDPR) or standard data protection clauses (in accordance with Article 46 of the UK GDPR). All transfers shall comply with Chapter V of the UK GDPR and any other applicable Data Protection Legislation.

(ii) The Controller agrees that where the Processor engages a Sub-processor in accordance with Clause 1.6.7. for carrying out specific Processing activities (on behalf of the Controller) and those Processing activities involve a transfer of Personal Data within the meaning of Chapter V of GDPR, the Processor and the Sub-processor can ensure compliance with Chapter V of the UK GDPR by using standard contractual clauses adopted by the Information Commissioner in accordance with Article 46(2) of the UK GDPR, provided the conditions for the use of those standard contractual clauses are met.

1.7 Assistance to the Controller

1.7.1 The Processor shall promptly notify the Controller if it receives a Data Subject Request. It shall not respond to the request itself, unless authorised to do so by the Controller.

1.7.2 The Processor shall assist the Controller in fulfilling its obligations to respond to Data Subject Requests to exercise their rights, taking into account the nature of the Processing. In fulfilling its obligations in accordance with Clauses 1.7.1 and 1.7.2 Processor shall comply with the Controller's instructions.

1.7.3 In addition to the Processor's obligation to assist the Controller pursuant to Clause 1.7.2, the Processor shall furthermore assist the Controller in ensuring compliance with the following obligations, taking into account the nature of the data Processing and the information available to the Processor:

(i) the obligation to carry out a Data Protection Impact Assessment where a type of Processing is likely to result in a high risk to the rights and freedoms of natural persons;

(ii) the obligation to consult the Information Commissioner prior to Processing where a Data Protection Impact Assessment indicates that the Processing would result in a high risk in the absence of measures taken by the Controller to mitigate the risk;

(iii) the obligation to ensure that Personal Data is accurate and up to date, by informing the Controller without delay if the Processor becomes aware that the Personal Data it is Processing is inaccurate or has become outdated; and

(iv) the obligations in Article 32 of the UK GDPR.

1.7.4 The Parties shall set out in Table A the appropriate technical and organisational measures by which the Processor is required to assist the Controller in the application of this Clause 1.7 as well as the scope and the extent of the assistance required.

1.8 Notification of Personal Data Breach

1.8.1 In the event of a Personal Data Breach, the Processor shall co-operate with and assist the Controller to comply with its obligations under Articles 33 and 34 of the UK GDPR, where applicable, taking into account the nature of Processing and the information available to the Processor.

1.8.2   Personal Data Breach concerning data Processed by the Controller

    (i)   In the event of a Personal Data Breach concerning data Processed by the Controller, the Processor shall assist the Controller:

        (A)   in notifying the Personal Data Breach to the Information Commissioner, without undue delay after the Controller has become aware of it, where relevant (unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons);

        (B)   in obtaining the following information which, pursuant to Article 33(3) of the UK GDPR, shall be stated in the Controller's notification, and must at least include:

            1)   the nature of the Personal Data including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

            2)   the likely consequences of the Personal Data Breach; and

            3)   the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

        (C)   in complying, pursuant to Article 34 of the UK GDPR, with the obligation to communicate without undue delay the Personal Data Breach to the Data Subject, when the Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons.

1.8.3   Personal Data Breach concerning data Processed by the Processor

    (i)   In the event of a Personal Data Breach concerning data Processed by the Processor, the Processor shall notify the Controller without undue delay after the Processor having become aware of the breach. Such notification shall contain, at least:

        (A)   a description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and data records concerned);

        (B)   the details of a contact point where more information concerning the Personal Data Breach can be obtained; and

        (C)   its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available

and further information shall, as it becomes available, subsequently be provided without undue delay.

(ii) The Parties shall set out in Table A all other elements to be provided by the Processor when assisting the Controller in the compliance with the Controller's obligations under Articles 33 and 34 of the UK GDPR.

1.9   Non-compliance with Clause 1 and termination

1.9.1   Without prejudice to any provisions of the UK GDPR, in the event that the Processor is in breach of its obligations under this Clause 1, the Controller may instruct the Processor to suspend the Processing of Personal Data until the latter complies with this Clause 1 or the Contract is terminated. The Processor shall promptly inform the Controller in case it is unable to comply with this Clause 1 for whatever reason.

1.9.2   The Controller shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data in accordance with this Clause 1 if:

(i) the Processing of Personal Data by the Processor has been suspended by the Controller pursuant to Clause 1.9.1 and if compliance with this Clause 1 is not restored within a reasonable time and in any event within one month following suspension;

(ii) the Processor is in substantial or persistent breach of this Clause 1 or its obligations under the UK GDPR;

(iii) the Processor fails to comply with a binding decision of a competent court or the Information Commissioner regarding its obligations pursuant to this Clause 1 or to the UK GDPR.

1.9.3   The Processor shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data under this Clause 1 where, after having informed the Controller that its instructions infringe applicable legal requirements in accordance with Clause 1.6.1(ii), the Controller insists on compliance with the instructions (provided that the Processor has clearly demonstrated the infringement by the provision of a legal opinion provided by a solicitor or barrister that both Parties can rely upon).

1.9.4   Following termination of the Contract, the Processor shall, at the choice of the Controller, delete all Personal Data Processed on behalf of the Controller and certify to the Controller that it has done so, or, return all the Personal Data to the Controller and delete existing copies unless the Law requires storage of the Personal Data. Until the data is deleted or returned, the Processor shall continue to ensure compliance with this Clause 1.

2   Parties as joint controllers

2.1   Where in Table A the Parties acknowledge that, for the purposes of the Data Protection Legislation, the Authority and the Supplier are Joint Controllers, this Clause 2 shall apply. The only Processing that a Joint Controller is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.

2.2   The Parties shall, in accordance with Article 26 of the UK GDPR, enter into a Joint Controller agreement based on the terms outlined in Annex 1.

3 Both data controllers

3.1 To the extent that the nature of the Supplier's obligations under the Contract means that the Parties are acting both as Controllers (as may be referred to in Table A), each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:

    3.1.1 implement such measures and perform its obligations (as applicable) in compliance with the Data Protection Legislation; and

    3.1.2 be responsible for determining its data security obligations taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, and shall implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss and ensure the protection of the rights of the Data Subject, in such a manner that Processing will meet the requirements of the Data Protection Legislation where Personal Data has been transmitted by it, or while the Personal Data is in its possession or control.

3.2 Where Personal Data is shared between the Parties, each acting as Controller:

    3.2.1 the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 1;

    3.2.2 the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 1; and

    3.2.3 where the Data Recipient is in breach of its obligations under this Protocol and the Data Protection Legislation, the Data Transferor may suspend the transfer of the Personal Data to the Data Recipient either on a temporary or permanent basis, depending on the nature of the breach.

4 Changes to this protocol

4.1 Any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

Annex 2 - Optional Terms for Key Provisions

Call off Contract ☒ **(only applicable to the Contract if the box is checked and the standards or requirements are listed)**

1   Provision of Goods and Services - Delivery Standards   ☒

1.1   **In-house Services by Supplier**
Time is of the essence as to any delivery dates under this Contract. If the Supplier fails to meet any delivery date this shall be deemed to be an applicable breach to invoke Clause 15.4 of Schedule 2 of the Call-off Terms and Conditions.

1.2   **Goods and Services by Sub-contractors, manufacturers or third parties**
The Supplier shall use reasonable endeavours to meet any performance dates specified in the Order Form or in this Contract. If the Supplier fails to do so, the Participating Authority may without prejudice to any other rights it may have under the Contract:
(a)   terminate the Order in whole or in part without liability to the Supplier;
(b)   refuse to accept any subsequent delivery of the Goods or performance of the Services (as the case may be);
(c)   purchase substitute Goods and/or Services from another supplier; and
(d)   hold the Supplier accountable for any losses and additional costs incurred.

2   Provision of Goods – Inspection of Goods   ☐

2.1   NOT USED

3   Provision of Services - (Long Stop Date(s))*   ☒

3.1   The Services Commencement Date shall be 01 April 2025**.**

3.2   The Long Stop Date for the commencement of provision of the Services shall be 01 April 2025**.**

4   Training, Support Services and/or Help Desk   ☐

4.1   NOT USED

4.2   NOT USED

4.3   NOT USED

5   Implementation and Acceptance Testing of Goods and Services – Implementation Plan   ☐

5.1   NOT USED

6   Implementation and Acceptance Testing of Goods and Services – Pre-Acceptance Criteria   ☐

6.1   NOT USED

7   Implementation and Acceptance Testing of Goods and Services – Provisional Acceptance Criteria   ☐

7.1   NOT USED

8   Implementation and Acceptance Testing of Goods and Services – Final Acceptance Criteria   ☐

8.1   NOT USED

8.2   NOT USED

8.3   NOT USED

9   Implementation and Acceptance Testing of Goods and Services – Final Acceptance Criteria   ☐

9.1   NOT USED

9.2   NOT USED

10   Locations subject to lease and/or licence   ☐

10.1   NOT USED

11   Change Control Process   ☒

11.1   Any changes to this Contract, including to the Services and Goods, shall only be agreed in accordance with the Change Control Process set out in Appendix 3.

12   TUPE   ☐

12.1   NOT USED

13   Termination Sum   ☐

13.1   NOT USED

14   Step In Rights ☐

14.1   NOT USED

15   Key Performance Indicators   ☐

15.1   NOT USED

16   End User License Agreement (EULA)   ☐

16.1   NOT USED

16.2   NOT USED

16.3   NOT USED

16.4   NOT USED

17   Intellectual Property Rights   ☐

17.1   NOT USED

18   Social Value   ☐

18.1   NOT USED

19   New Technologies   ☐

19.1   NOT USED

19.2   NOT USED

19.3   NOT USED

19.4   NOT USED

20   Pricing for Goods   ☐

20.1   NOT USED

20.2   NOT USED

20.3   NOT USED

Annex 3 - Optional Terms for Software and Services

1   Pricing for Services – Total Cost   ☐

1.1   The total Contract Price for the Services shall be the amount set out in this Contract.

2   Pricing for Services – Instalments   ☐

2.1   NOT USED

3   Pricing for Services – Maintenance and Support Services   ☐

3.1   NOT USED

4   Pricing for Services – Fixed Pricing   ☐

4.1   NOT USED

4.2   NOT USED

4.3   NOT USED

5   Implementation of Software ☐

5.1   NOT USED

5.2   NOT USED

5.3   NOT USED

5.4   NOT USED

5.5   NOT USED

6   Software Errors   ☐

6.1   NOT USED

6.2   NOT USED

6.3   NOT USED

6.4   NOT USED

7   Supplier Quality Commitments for Software Licenses   ☐

7.1   NOT USED

8   Supplier Quality Commitments for Software – Dispute Resolution   ☒

8.1   The Supplier, its agents or Sub-contractors shall not remove, alter, disable, corrupt, or interfere with the Vendor Software for purposes of preventing the Participating Authority from using the Vendor Software, or otherwise intentionally rendering the Vendor Software inoperable as the result of any dispute under this Contract. In the event of dispute or delayed payment, either party may refer the dispute in accordance with Clause 22 (Dispute Resolution) of the Call-off Terms and Conditions.

9   Supplier Quality Commitments for Software-as-a-Service   ☐

9.1   NOT USED

10   Maintenance and Support Services for Software   ☐

10.1   NOT USED

10.2   NOT USED

10.3   NOT USED

10.4   NOT USED

11   Maintenance and Support Services for Software - Remote dial-in access   ☐

11.1   NOT USED

12   Deliverables created pursuant to the terms of this Contract ☐

12.1   NOT USED

12.2   NOT USED

12.3   NOT USED

12.4   NOT USED

12.5   NOT USED

13   New Releases of Software   ☐

13.1   NOT USED

13.2   NOT USED

14   Subsequent Versions of Software   ☐

14.1   NOT USED

15   Software–as–a –Service (SaaS)   ☐

15.1   NOT USED

15.2   NOT USED

15.3   NOT USED

15.4   NOT USED

15.5   NOT USED

15.6   NOT USED

15.7   NOT USED

15.8   NOT USED

16   Data Ownership   ☒

16.1   The Supplier acknowledge and agree that the Participating Authority is the exclusive owner of all right, title and interest in and to the Data. The Supplier may only use Data in strict performance of its obligations under the Contract, unless otherwise agreed in writing with the Participating Authority.

17   Participating Authority Obligations (SaaS)   ☐

17.1   NOT USED