# DWP Zscaler Proposal_Redacted Contracts Finder

24 June 2020     10:52

# Sales Proposal

## Department of Work and Pensions
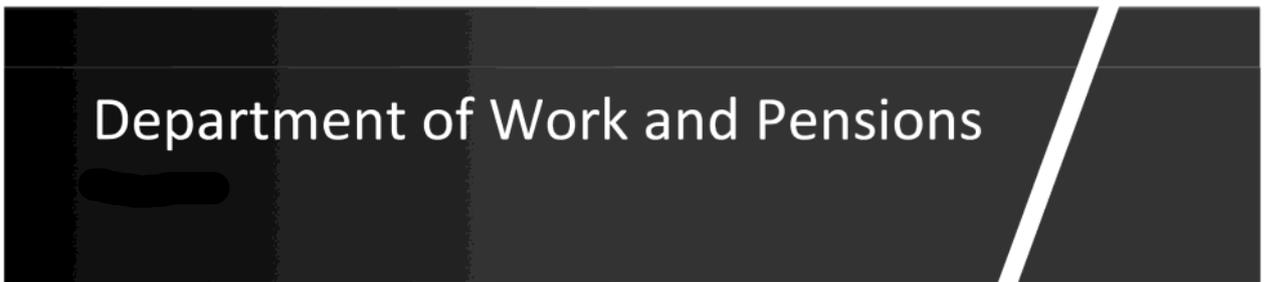
ZSCALER

# Securing your Cloud Transformation

**9 YEARS IN A ROW**

**Gartner names Zscaler a leader** in the Secure Web Gateways Magic Quadrant

Zscaler is positioned **highest and furthest** for its ability to execute and completeness of vision.

Gartner Magic Quadrant for Secure Web Gateways

> We're thrilled to be recognized as a Leader for the ninth consecutive year. By moving security to the cloud, organizations can fully realize the benefits of network and application transformation.

— *Jay Chaudhry*

| Quote Number | Expires On | Quote Status |
|---|---|---|
| ███████ | ██████ | Approved |

| Bill To | End User |
|---|---|
| ███████ | ███████ |

| Billing Frequency | Payment Terms | Currency |
|---|---|---|
| Annual | Net 30 | USD |

**SUBSCRIPTION**

**ZPA**

| Product | SKU | Quantity | Start Date | End Date | $ Net | $ PPU |
|---|---|---|---|---|---|---|
| Private Access Business | ZPA-BUS | ████ | 24/04/2020 | 23/04/2023 | ██████ | ████ |
| ZPA Customer Certificates | ZPA-CUSTPKI | ███ | 24/04/2020 | 23/04/2023 | ██████ | ████ |
| Premium Support | ZCES-SUP-PREM | ██ | 24/04/2020 | 23/04/2023 | ██████ | █████ |
| **Total in USD** | | | | | ██████ | |

███████████████████████████████████████

**ZIA**

| Product | SKU | Quantity | Start Date | End Date | $ Net | $ PPU |
|---|---|---|---|---|---|---|
| *Premium Support | ZCES-SUP-PREM | ██ | 24/04/2020 | 23/04/2023 | █████ | ██████ |
| ZIA Secure Transformation Bundle | ZIA-TRANS-BUNDLE | ████ | 24/04/2020 | 23/04/2023 | ██████ | ████ |
| Zscaler Web Data Loss Prevention | ZDLP-WEB | ████ | 24/04/2020 | 23/04/2023 | ██████ | ████ |

| Product | SKU | | Start Date | End Date | | |
|---|---|---|---|---|---|---|
| Zscaler SSL Interception with Private Certificate | ZSSL-PVT-CERT | ⬤ | 24/04/2020 | 23/04/2023 | ███ | ███ |
| Zscaler Encrypted VPN | ZSC-ENC-VPN | ███ | 24/04/2020 | 23/04/2023 | ███ | ███ |
| **Total in USD** | | | | | ███ | |

**ONE TIME**

| Product | SKU | Quantity | $ Net |
|---|---|---|---|
| Deployment Enterprise Plus (for Deals more than 600K ACV) | ZCES-DEP-ENTPLUS | ⬤ | ███ |
| **Total in USD** | | | ███ |

**GRAND TOTAL**

| Total | $ Net |
|---|---|
| **Total in USD** | ███ |

| Term (Months) | Start Date | End Date |
|---|---|---|
| ⬤ | ███ | ███ |

For the purposes of this Quote/Order Form the "Customer's Bandwidth Baseline" means the average per-Seat bandwidth consumption determined by Zscaler over the 90-day period, starting 9 months after the start of the subscription term commences. If Customer's average per-Seat bandwidth consumption increases above Customer's Bandwidth Baseline by more than one-hundred percent (100%) for a sustained ninety (90) day period, and the Customer is required to order additional GB of Monthly Traffic, which will be pro-rated and co-terminous with the then-current Subscription Term, then it shall be calculated in accordance with the following formula and example for illustrative purposes:

X = Baseline per user (e.g., 3 GB)
Y = Users
Z = Traffic

Trigger: Traffic exceeded (2*X)*Y
Action: (Z-(2*X)*Y)/(2*X)

Example: 10,000 users at 3 GB baseline. Start is 30,000 GB (10,000*3). Double that is 60,000 GB. Actual is 66,000 GB.
Calculation: 66,000-60,000 = 6,000 GB. Divide by 6 GB (2*3) = 1,000 additional users subscribed.

For details of Deployment Services please follow this link;
https://www.zscaler.com/resources/data-sheets/professional-services-enterprise-plus-deployment-package.pdf

Automatic up grade to Premium Support Plus is included when annual spend on Premium Support exceeds $30,000

_____

| Bill To Contact | Zscaler Contact |
|---|---|
| ███████████ | |
| ███████████████ | |

**ANNUAL BREAKDOWN OF SUBSCRIPTION FEES**

| Product Name | Quantity | Year 1 Cost Apr-20 to Apr-21 | Year 1 PPU | Year 2 Cost Apr-21 to Apr-22 | Year 2 PPU | Year 3 Cost Apr-22 to Apr-23 | Year 3 PPU | Total |
|---|---|---|---|---|---|---|---|---|
| Private Access Business | ████████ | ████ | | | | | | ████ |
| Premium Support - Zscaler, Net 15 | ████ | ████ | ████ | ████ | | | | ████ |
| ZPA Customer Certificates | ████ | ████ | ████ | ████ | | | | ████ |
| ZIA Secure Transformation Bundle | ████ | ████ | ████ | ████ | | | | ████ |
| Zscaler Web Data Loss Prevention | ████ | ████ | ████ | ████ | | | | ████ |
| Zscaler SSL Interception with Private Certificate | ████ | ████ | ████ | ████ | | | | ████ |
| Zscaler Encrypted VPN | ████ | ████ | ████ | ████ | | | | ████ |
| Deployment Enterprise Plus (for Deals more than 600K ACV) | ████ | ████ | ████ | | | | | ████ |
| ████ | | ████ | ████ | ████ | | | | ████ |

* This is not an invoice
* The subscription start and end dates are based on Pacific Standard Time (PST).
* Zscaler will invoice Customer on the signature date of this Sales Proposal or the date of the Purchase Order submitted to Zscaler (the "Invoice Date"). Subsequent invoices for multi-year terms will be issued on the anniversary of the Invoice Date.

**TERMS OF SERVICE**

Terms of Service.  For Terms of Service, please either refer to (1) your Agreement with Zscaler; or (2) the End User Subscription Agreement located at www.zscaler.com/legal

Fees.  Customer shall pay all fees specified in this Sales Proposal. Except as otherwise specified herein, all fees are quoted and payable in United States dollars, payment obligations are non-cancelable, and fees paid are non-refundable.

Invoicing and Payment. Customer agrees that Zscaler can send all invoices electronically. If Customer is located outside of the U.S., then Customer shall submit payment to Zscaler via wire transfer. Customer is responsible for providing complete and accurate billing address and contact information to Zscaler. If Customer believes a particular invoice is incorrect, Customer must contact Zscaler in writing within five (5) days of such invoice date to be eligible to receive an adjustment or credit.

Overdue Payments. Any payment not received by Zscaler by the due date and not subject to a reasonable and good faith dispute may accrue, at Zscaler's option, late charges at the lesser of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, from the date such payment was due until the date paid, plus all reasonable collection expenses incurred by Zscaler.

Suspension. If Customer's account is thirty (30) days or more overdue (except for charges under reasonable and good faith dispute), then, following five (5) business days' written notice (including via email), Zscaler reserves the right to suspend Customer's access to the services or products until such amounts are paid in full, in addition to any of Zscaler's other rights and/or remedies.

Taxes. Unless otherwise stated, the above fees do not include any taxes. Customer is responsible for paying all taxes associated with its purchases hereunder, excluding taxes based on Zscaler's net income or property. If Zscaler has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Zscaler with a valid tax exemption certificate authorized by the appropriate taxing authority.

VAT. Zscaler is not registered for Value Added Tax ("VAT"). As such, Customer will self-assess and/or reverse charge the VAT applicable to the supply of Products. Documentation demonstrating such charge and remittance should be maintained by Customer. Should Zscaler become registered for VAT, Zscaler will then begin invoicing VAT on invoices issued to Customer.

The terms of this Sales Proposal and the Terms of Service referenced above (collectively the "Agreement") exclusively govern the relationship and agreement between the parties related to the Zscaler Products (as defined in the Terms of Service) and supersedes any other agreement/purported terms of any type, including, without limitation, the terms of any purchase order or other ordering document that may be referenced herein or otherwise issued by Customer. No purported modification of the Agreement by Customer or any terms or conditions of any purchase order or other similar document shall have any force or effect regardless of any statement to the contrary in such modification, purchase order or other document. The Sales Proposal shall be subject to the Terms of Service referenced above, except to the extent the Terms of Service are expressly modified herein. Upon Customer executing this Sales Proposal or submitting a Purchase Order (PO) to Zscaler, the Agreement shall become legally binding between the parties.

### PURCHASE ORDER

Is a PO required for purchase or payment of the services/products on this Sales Proposal?

Please select: (Customer to complete)

[ X ] No [ ] Yes

If Yes, please complete the following:  PO Number: _____ PO Amount: $_____

Customer acknowledges and agrees that any reference to a PO in this Sales Proposal or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any provision of Zscaler Products to Customer following receipt of any PO shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such PO or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Zscaler or otherwise have any force or effect.

### ADDITIONAL TERMS

"DAS services will be invoiced upfront. Any DAS hours not used within ninety (90) days of the Subscription Start Date will expire."

### TAX INFORMATION

Check here if your company is tax exempt: [ ] If so, please attach any/all exemption certifications.

The fees shown above do not include any taxes that may apply. Any applicable sales tax charges will appear separately on your final invoice.

**\*For Non-US based orders ONLY:**  If required, please provide your VAT #:
_____
(If this doesn't apply, please type N/A)

### SIGNATURES

**By signing below, Customer agrees and acknowledges that (i) it has read this Sales Proposal and agrees to the terms and conditions herein; and (ii) the person signing below is an authorized representative of Customer with authority to sign this Sales Proposal.**