Sales Proposal

Department of Work and Pensions

4/6/2020

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
Q-00159795	24-Apr-20	Approved

Bill To	End User
Department of Work and Pensions	Department of Work and Pensions
5th Floor, Caxton House 6-12	5th Floor, Caxton House 6-12
Tothill Street	Tothill Street
LONDON	LONDON
London	London
United Kingdom	United Kingdom

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	30,000	24/04/2020	23/04/2023	$614,304.00	$20.48
ZPA Customer Certificates	ZPA-CUSTPKI	30,000	24/04/2020	23/04/2023	$209,952.00	$7.00
Premium Support	ZCES-SUP-PREM	1	24/04/2020	23/04/2023	$123,638.40	$123,638.40
Total in USD					$947,894.40	

*** The purchase of Private Access Business entitles the end customer 284 Connectors. ***

ZIA

Product	SKU	Quantity	Start Date	End Date	$ Net	$ PPU
*Premium Support	ZCES-SUP-PREM	1	24/04/2020	23/04/2023	$352,944.00	$352,944.00
ZIA Secure Transformation Bundle	ZIA-TRANS-BUNDLE	100,000	24/04/2020	23/04/2023	$1,835,280.00	$18.35
Zscaler Web Data Loss Prevention	ZDLP-WEB	100,000	24/04/2020	23/04/2023	$342,720.00	$3.43

Zscaler SSL Interception with Private Certificate	ZSSL-PVT-CERT	1	24/04/2020	23/04/2023	$3,240.00	$3,240.00
Zscaler Encrypted VPN	ZSC-ENC-VPN	100,000	24/04/2020	23/04/2023	$171,720.00	$1.72
Total in USD					**$2,705,904.00**	

ONE TIME

Product	SKU	Quantity	$ Net
Deployment Enterprise Plus (for Deals more than 600K ACV)	ZCES-DEP-ENTPLUS	1	$104,000.00
Total in USD			**$104,000.00**

GRAND TOTAL

Total	$ Net
Total in USD	**$3,757,798.40**

Term (Months)	Start Date	End Date
36	24-Apr-20	23-Apr-23

NOTES:

The pricing for any additional users/Seats ordered by Customer during the Subscription Term set forth in this Quote will not exceed the pricing set forth in this Quote. Any additional users/Seats ordered by Customer will be pro-rated and co-terminous for the remainder of the then-current Subscription Term. In addition, within 60 days from the date of receipt by Zscaler of Customer's Purchase Order relating to this Quote, Customer may elect, as an additional one-time option, to purchase additional Seats that have a term of 6 months only, extendable by 3 month renewals. Such additional Seats shall be provided to address an anticipated short-term increase in the number of Users required as a result of COVID-19 at the same annual price as set forth in this Quote, pro-rated as applicable, up until the expiry of the subscription ordered on this quote.

For the first Renewal Subscription Term only, Zscaler agrees that the pricing in this Quote will not increase by more than 5% annually ("Renewal Price Cap") for the same Products ordered by Customer in this Quote, contingent on the following: (i) Customer cannot decrease its number of purchased Seats/users on renewal below the applicable pricing tier; and (ii) Customer must renew all of the Products ordered in this Quote. For purposes of clarity, this Renewal Price Cap shall not apply for any other Products not ordered

by Customer in this Quote.

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

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	Bill To Contact	Zscaler Contact
		Pete Stedman
		pstedman@zscaler.com

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	30,000	$204,768.00	$6.83	$204,768.00	$6.83	$204,768.00	$6.83	**$614,304.00**
Premium Support - Zscaler, Net 15	1	$158,860.80	$158,860.80	$158,860.80	$158,860.80	$158,860.80	$158,860.80	**$476,582.40**
ZPA Customer Certificates	30,000	$69,984.00	$2.33	$69,984.00	$2.33	$69,984.00	$2.33	**$209,952.00**
ZIA Secure Transformation Bundle	100,000	$611,760.00	$6.12	$611,760.00	$6.12	$611,760.00	$6.12	**$1,835,280.00**
Zscaler Web Data Loss Prevention	100,000	$114,240.00	$1.14	$114,240.00	$1.14	$114,240.00	$1.14	**$342,720.00**
Zscaler SSL Interception with Private Certificate	1	$1,080.00	$1,080.00	$1,080.00	$1,080.00	$1,080.00	$1,080.00	**$3,240.00**
Zscaler Encrypted VPN	100,000	$57,240.00	$0.57	$57,240.00	$0.57	$57,240.00	$0.57	**$171,720.00**
Deployment Enterprise Plus (for Deals more than 600K ACV)	1	$104,000.00	$104,000.00	$0.00	$0.00	$0.00	$0.00	**$104,000.00**
Total		$1,321,932.80		$1,217,932.80		$1,217,932.80		**$3,757,798.40**

* 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.

Customer Signature: _____
Print Name: _____Nadia Choudhary_____
Title: _____Commercial Specialist_____
Date: _____20/04/2020_____

Securing your cloud transformation