Slack_DWP_MSA_Final_21stMarch18

22 March 2018   12:19

Slack_DWP_MSA_Final_21stMarch18

Master Subscription Agreement

This Master Subscription Agreement (this "<u>Agreement</u>") is entered into by and between Slack Technologies Limited an Irish company with offices at One Park Place, Upper Hatch Street, Dublin 2 ("<u>Slack</u>") and Secretary of State for Work and Pensions, with offices at Caxton House, 7th Floor, 6-12 Tothill Street, London SW1H 9NA ("<u>Customer</u>"), effective as of the last date of signature below (the "<u>Effective Date</u>").

1. **Definitions**

    "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

    "**Authorized User**" means an individual who is authorized by Customer to use the Services under Customer's account, and who has been supplied a user identification and password. Authorized Users may include, for example, Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business.

    "**Slack App Directory**" means the online directory of applications that interoperate with the Services.

    "**Customer**" means the customer named above and its Affiliates.

    "**Customer Data**" means all content and information submitted by Authorized Users to the Services, such as messages or files, comments, and links, but does not include Non-Slack Products or the Services.

    "**Documentation**" means Slack's online user guides, and policies, as updated from time to time, accessible via https://get.slack.help/hc/en-us or a successor site.

    "**Non-Slack Products**" means online applications and offline software products that are provided by Customer or a third party, and that interoperate with the Services, including those listed on the Slack App Directory.

    "**Order Form**" means an ordering document (including any online order) specifying the Services to be provided hereunder that is entered into between Customer and Slack or any of Slack's Affiliates. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

    "**Services**" means Slack's communication and productivity software as a service and related systems and technologies made available by Slack, including Slack's desktop and mobile applications and associated offline components, as described in the Documentation. "Services" exclude Non-Slack Products.

2. **Slack Responsibilities**

2.1. **Provision of Services.** Slack will (a) make the Services purchased under an Order Form available to Customer pursuant to this Agreement; (b) only process Customer Data in accordance with Exhibit A ("Data Processing Exhibit" or "DPE"); and (c) provide the Services in accordance with any applicable uptime commitments set forth in the Documentation, but will in no event use less than commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime of which, to the extent exceeding five continuous minutes, Slack gives at least 48 hours notice via the Services.

2.2. **Performance and Features.** Slack warrants that (a) the Services will perform materially in accordance with the applicable Documentation; and (b) subject to the "Non-Slack Products" section, Slack will not materially decrease the functionality of the Services during a subscription term. For any breach of an above warranty, Customer's exclusive remedies are those described in the sections titled "Termination for Cause" and "Refund or Payment upon Termination."

2.3. Protection of Customer Data. Slack will maintain administrative, physical, and technical safeguards for the security, confidentiality and integrity of Customer Data at a level not materially less protective than as described in https://slack.com/security-practices, as updated from time-to-time ("**Security Practices Page**"). Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by Slack personnel. Before providing necessary access to Customer Data to a third party service provider, Slack will ensure that the third party maintains reasonable data practices for maintaining the confidentiality and security of the Customer Data and preventing unauthorized access to or use of the Customer Data. However, Customer (not Slack) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives or agents' possession or control or when Customer chooses to use unencrypted gateways (e.g., IRC/XMPP clients) to connect to the Services.

2.4. Slack Personnel. Slack will be responsible for the performance of Slack's personnel (including Slack's employees and independent contractors) and their compliance with Slack's obligations under this Agreement, except as otherwise specified herein.

2.5. Compliance with Laws. Provided Customer's use of the Services is in compliance with applicable law and in compliance with this Agreement, Slack shall comply with those laws applicable to the provisioning of the Services.

3. Access and Use of the Services.

3.1. Account Creation and Subscriptions. Customer will identify a primary owner for its account. Customer may use its primary owner credentials to create other owner accounts, admin accounts and standard user accounts for its Authorized Users. Unless otherwise specified in an applicable Order Form, (a) Services are purchased as Authorized User subscriptions; (b) additional Authorized User subscriptions may be added via the Services interface by Customer or by Order Form during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional Authorized User subscriptions are added; and (c) all Authorized User subscriptions will terminate on the same date.

3.2. Usage Limits. Authorized User subscriptions cannot be shared or used by more than one Authorized User. Customer is responsible for maintaining the confidentiality of its logins, passwords and accounts and for all activities that occur under its accounts. Customer may refer to the Documentation for additional information on Slack's policies, storage limitations, and such other notices Slack publishes in connection with the Service from time-to-time.

3.3. Customer Responsibilities. Customer will (a) obtain any permissions required for Customer's owners and administrators to have the rights to access Customer Data in connection with the Services; (b) be responsible for Authorized Users' compliance with this Agreement; (c) be responsible for the accuracy, appropriateness and legality of Customer Data; (d) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Slack promptly of any such unauthorized access or use; and (e) use the Services only in accordance with applicable laws and government regulations.

3.4. Usage Restrictions. Customer may not (a) make any Service available to, or use any Service for the benefit of, anyone other than Customer; (b) upload, post, transmit, or otherwise make available to the Service any content that (i) Customer knows or reasonably should know is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or (ii) that Customer does not have a right to make available under any applicable law or under contractual or fiduciary relationships, or that infringes any patent, trademark, trade secret, copyright or other proprietary rights; (c) sublicense, resell, time share or similarly exploit the Services; (d) upload, post, transmit, or otherwise make available any content or

information designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (e) reverse engineer, modify, adapt, or hack the Services, or otherwise attempt to gain unauthorized access to the Services or its related systems or networks; or (f) access the Service or the Documentation to build a competitive product or service.

3.5. **No health information.** In the unlikely event that Customer is subject to the US Health Insurance Portability and Accountability Act and related amendments and regulations as updated or replaced ("**HIPAA**"), Customer acknowledges and agrees that (i) Slack is not a Business Associate or subcontractor (as those terms are defined in HIPPA) (ii) the Services are not HIPAA compliant; (iii) Customer must not submit, collect or use any "protected health information" as defined in Title 45 of the US Code of Federal Regulations §160.103 ("**PHI**"), with or to the Services and (iv) Slack has no liability under this Agreement for PHI received from Customer, notwithstanding anything to the contrary herein.

3.6. **Removal Requests.** If Slack believes, in its reasonable discretion, that it is required to remove any Customer Data or a Non-Slack Product, or receives information that Customer Data or a Non-Slack Product may violate applicable law or third-party rights, Customer will promptly remove such Customer Data from its systems upon written notice from Slack (via email will suffice). If Customer does not take the required action in accordance with the above, Slack may remove the applicable Customer Data or disable the applicable Non-Slack Product.

4. **Non-Slack Products**

4.1. **Use of Non-Slack Products.** Third parties may from time-to-time make available to Customer (e.g., through Slack App Directory) Non-Slack Products. Any acquisition and use by Customer or by its teams of such Non-Slack Products is solely the responsibility of Customer and the applicable provider. Slack does not warrant or support Non-Slack Products.

4.2. **Non-Slack Products and Customer Data.** If Customer installs or enables Non-Slack Products for use with Services, Customer acknowledges that providers of those Non-Slack Products may have access to Customer Data in connection with the interoperation and support of such Non-Slack Products with the Services. To the extent Customer authorizes the access or transmission of Customer Data through a Non-Slack Product, Slack will not be responsible for any use, disclosure, modification or deletion of such Customer Data.

5. **Payment.**

5.1. **Fees and Payment.** Customer will pay all fees specified in all Order Forms hereunder. Payment obligations are non-cancelable and, except as expressly set forth herein, fees paid are non-refundable. Authorized User subscription fees are based on annual periods (or pro rata portions thereof, calculated on a daily basis) that begin on the subscription start date and each annual anniversary thereof.

5.2. **Fair Billing Policy.** As further described in the Documentation, unless otherwise set forth in an Order Form, if Customer deactivates an Authorized User subscription or if an Authorized User becomes inactive (as further described in the Documentation), Slack will apply a one-time, pro-rated credit for such Authorized User against fees paid for by Customer under the applicable Order Form. Any such credits expire upon expiration or termination of the applicable Order Form, have no currency or exchange value, and are non-refundable.

5.3. **Invoicing, Payment and Taxes.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Slack will bill Customer through invoices sent via email to the address designated by Customer, unless a payment method is otherwise specified in the Order Form. Full payment for invoices issued must be received within thirty (30) days from the invoice date. Except for those taxes based on Slack's net income, Customer will be responsible for all applicable taxes in connection with this Agreement

including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Should any payment for the Services provided by Slack be subject to withholding tax by any government, Customer will reimburse Slack for such withholding tax. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

5.4. **Downgrading of Service.** If any charge owing by Customer (excluding amounts disputed reasonably and in good faith) is 30 days or more overdue, Slack may, without limiting its other rights and remedies, downgrade any fee-based Services to free plans until such amounts are paid in full, provided Slack has given Customer 10 or more days' prior notice that its account is overdue. Notwithstanding the 'Performance and Features' section above, Customer acknowledges and agrees that a downgrade will result in a decrease in certain features and functionality, as further illustrated in the following comparison guide: https://slack.com/pricing.

5.5. **Future Functionality.** Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Slack regarding future functionality or features.

6. **Proprietary Rights**

6.1. **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, Slack reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2. **License to Software Components.** To the extent the Services include any downloadable software components, including those made available via third party app stores, Slack grants to Customer a non-sublicensable, non-exclusive license to use the object code version of such components solely in connection with the Services and in accordance with this Agreement.

6.3. **Limited License to Customer Data and Non-Slack Products.** Customer grants Slack and its Affiliates (including its third party hosting providers acting on its behalf, such as Amazon Web Services) a worldwide, non-exclusive, limited term license to access, use, copy, distribute, perform and display Customer Data, and any Non-Slack Products created by or for Customer, only (a) to provide, maintain, and update the Services; (b) to prevent or address service or technical problems or at Customer's request in connection with customer support matters; or (c) as compelled by law in accordance with the "Confidentiality: Compelled Access or Disclosure" section below or (d) as expressly permitted in writing by Customer. Subject to the limited licenses granted herein, Slack acquires no right, title or interest under this Agreement in or to Customer Data or any Non-Slack Product.

6.4. **Suggestions**. If Customer (including any Authorized User) provides Slack any feedback or suggestions regarding the Services, Customer grants Slack an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer or any Authorized User.

7. **Term and Termination.**

7.1. **Term of Agreement.** This Agreement commences on the Effective Date and continues until all Authorized User subscriptions granted in accordance with this Agreement have expired or been terminated (the "**Term**"). Termination of this Agreement will terminate any and all Order Forms under this Agreement.

7.2. **Term of Authorized User Subscriptions.** Authorized User subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Authorized User subscriptions will automatically renew (without the need to execute a renewal Order Form) for additional periods equal to one year, unless

either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term.

7.3. **Termination for Cause.** Either party may terminate this Agreement effective after thirty (30) days notice if the other party materially breaches this Agreement and such breach is not cured within the notice period.

7.4. **Refund or Payment upon Termination for Cause.** Upon any termination for cause by Customer, Slack will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Slack, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to Slack for the period prior to the effective date of termination.

7.5. **Portability and Deletion.** During the Term, Customer will be permitted to export certain Customer Data via the Services; provided, that Customer acknowledges and agrees that such ability to export may be limited by the applicable Services plan in effect and the data retention settings enabled by Customer. Following the Term, Slack shall have no obligation to maintain or provide any Customer Data, and upon Customer's deletion of its account, Slack shall, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control in accordance with the practices set forth on its Security Practices Page.

7.6. **Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights," "Confidentiality," "Mutual Representations and Warranties; Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Portability and Deletion," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement.

8. **Mutual Representations and Warranties; Disclaimer.**

8.1. **Representation.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND SLACK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES RELATING TO SERVICES OR OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT SLACK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. **LIMITATION OF LIABILITY.**

9.1. **Limitation of Liability.** EXCEPT FOR (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 ("MUTUAL INDEMNIFICATION"), OR (II) DAMAGES ARISING OUT OF EITHER PARTY'S WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE, NOR SHALL IT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR REPLACEMENT COSTS, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.3. Customer acknowledges and agrees that the Services support login using two-factor authentication ("**2FA**"), which is known to materially reduce the risk of unauthorized use of or access to the Services. Accordingly, notwithstanding anything to the contrary, Slack will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else if any event leading to such damages, losses or liability would have been prevented by the use of 2FA.

9.4. The limitations hereunder apply with respect to all legal theories, whether in contract, tort or otherwise. The provisions of this 'Limitation of Liability' section allocate the risks under this Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into this Agreement.

10. Mutual Indemnification.

10.1. Customer Indemnification. Customer shall defend Slack and its Affiliates, and its and their respective officers, directors, employees and contractors, from and against any and all third party claims, actions and demands alleging Customer's use of the Services infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Slack**"), and shall indemnify Slack for any damages, attorney fees and costs finally awarded against Slack as a result of, or for any amounts paid by Slack under a court-approved settlement of, a Claim Against Slack.

10.2. Slack Indemnification. Slack shall defend Customer and its Affiliates, and its and their respective officers, directors, employees and contractors, from and against any and all third party claims, actions and demands alleging that the use of the Services as permitted hereunder infringes or misappropriates a third party's intellectual property right (a "**Claim Against Customer**"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided, however, that Slack shall have no liability under this Section 10.2 to the extent a Claim Against Customer arises from (a) Customer Data or Non-Slack Products; (b) Customer's negligence, misconduct, or breach of this Agreement; (c) any modification, combination or development of the Services that is not performed by Slack, including in the use of any application programming interface (API); or (d) the use of any version of software other than the most current release made available by Slack.

10.3. Indemnification Procedure. The indemnified party will provide the indemnifying party with prompt written notice of any claim, suit or demand, the right to assume the exclusive defense and control of any matter that is subject to indemnification, and cooperation with any reasonable requests assisting the indemnifying party's defense and settlement of such matter.

10.4. Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

11. Confidentiality.

11.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") 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 and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (a) is or becomes generally available 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; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

11.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (a) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, its legal counsel and accountants or in confidence in connection with bona fide fundraising or M&A due diligence activities.

11.3. Compelled Access or Disclosure. The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the access or disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

12. General Provisions.

12.1. Publicity. Customer grants Slack the right to use Customer's company name and logo as a reference for marketing or promotional purposes on Slack's website and in other public or private communications with existing or potential Slack customers, subject to Customer's standard trademark usage guidelines as provided to Slack from time-to-time.

12.2. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations due to events beyond the reasonable control of such Party, which may include denial-of-service attacks, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

12.3. 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.

12.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.5. Notices. Except as otherwise set forth herein, all notices under this Agreement will be in writing addressed to the parties at the address set forth on the signature page hereto and will be deemed to have been duly given (a) when received, if personally delivered; (b) the first business day after sending by email; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested.

New Section 1 Page 8

12.6. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.7. 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 effect.

12.8. 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). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. A party's sole remedy for any purported assignment by the other party in breach of this paragraph are those described in the "Termination for Cause" and "Refund or Payment upon Termination" sections of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9. Governing Law. This Agreement, and any disputes arising out of or related hereto, including its subject matter or formation and non-contractual disputes and claims, shall be governed exclusively by the laws of Ireland.

12.10. Jurisdiction. The courts of Ireland shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of or relating to this Agreement or its subject matter or formation (including non-contractual disputes or claims). Each party hereby consents to the exclusive jurisdiction of such courts.

12.11. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Customer confirms that it has not relied upon and has no remedy in respect of such communications. Without limiting the foregoing, this Agreement supersedes the terms of any online agreement electronically accepted by Customer. 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. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above. This Agreement may be executed and delivered by PDF counterparts or electronic signatures and such execution and delivery will have the same force and effect of an original document with original signatures.

SLACK TECHNOLOGIES LIMITED   **CUSTOMER**
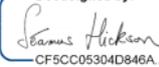
Signed:
CF5CC05304D846A...

Name: Seamus Hickson

Title: Director

Date: 3/21/2018
Email Notice: legal@slack-corp.com

Signed:

Name: Cheryl Davies

Title: Category Manager

22 March 2018
Date:
Email Notice: cheryl.davies@dwp.gsi.gov.uk

Exhibit List
Exhibit A - Data Processing Exhibit

9

Exhibit A
Data Processing Exhibit ("DPE")

1.   PROTECTION OF CUSTOMER DATA

1.1   Slack and Customer are responsible for their respective compliance with all applicable data privacy laws. Customer warrants that Customer Data does not violate the privacy or data protection rights of any third party.

1.2   Slack agrees that it will:

   1.2.1   only deal with and process Customer Data for the purposes set out in the Agreement, and in compliance with this DPE and not use or process Customer Data for any other purpose whatsoever without Customer's written instruction. For clarity, the following processing is deemed an instruction by Customer: (a) processing necessary for the performance of the Agreement; and (b) processing initiated by Customer's Authorized Users in their use of the Services;

   1.2.2   notify the Customer of any incident which has led to the unauthorized disclosure, loss, destruction or alteration of Customer Data and reasonably co-operate with the Customer in dealing with such an incident;

   1.2.3   upon customer's reasonable written request, provide Customer with a confidential summary of the outputs of the security audits described in the Slack Security Datasheet; and

   1.2.4   to the extent legally permitted, promptly notify Customer and provide Customer with commercially reasonable cooperation and assistance if Slack receives any complaint, notice, or communication that relates directly to (i) Slack's processing of Customer Data or (ii) either party's compliance with applicable law in connection with Slack's processing of Customer Data.

1.3   In providing the Services, Slack shall provide Customer's Authorized Users with access to Customer Data, as authorized by Customer in a manner consistent with the features and functions of the Services.

2.   SLACK PERSONNEL

2.1   Slack will ensure that Slack's (including its authorized third party sub-processors such as Amazon Web Services and Google Cloud Platform) access to Customer Data is limited to those personnel who need such access to fulfill Slack's obligations or rights under the Agreement.

2.2   Slack will ensure that its personnel and authorized third party sub-processors who have access to Customer Data are informed of the confidential nature of the Customer Data and have received appropriate training on their responsibilities with respect to such access.

3.   DATA STORAGE LOCATION

As of the Effective Date, Slack represents that the Services do not store Customer Data outside of the United States. Prior to Slack transferring Customer Data for storage outside the United States, Slack will obtain Customer's affirmative election (via the Services or in writing) to the transfer; provided, however, that if prior election is not commercially practicable and Customer reasonably determines that such transfer will

ROWv201801

10

result in a breach of applicable laws which breach requires mitigation by discontinuance of use of the Services, Customer shall notify Slack of such determination. In such event, Slack shall have the right to modify the Services to prohibit such transfer, failing which, if Slack is unable to effect such prohibition, Customer may, upon written notice to Slack, terminate this Agreement and Slack, as Customer's sole remedy, will refund to Customer any prepaid fees for the remainder of the subscription term after the date of termination. This paragraph does not apply to Slack's storage of Customer Data in a cache or similar temporary memory outside the United States to improve regional latency and performance of the Services.