

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: [REDACTED]

THE BUYER: **The Secretary of State for the Home Department**
BUYER ADDRESS 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: CDW Limited

SUPPLIER ADDRESS: 1 New Change, London, EC4M 9AF

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: [REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the last date of the last signature.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):

Lot 1 Hardware, Software and Associated Services

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for Framework reference RM6098
 - Joint Schedule 2 (Variation Form)

- Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6098
 - Call-Off Schedule 5 (Pricing Details)
 - Call Off Schedule 6 (ICT Services)
 - Call-Off Schedule 9 (Security)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
7. Annexes A to E Call-Off Schedule 6 (ICT Services)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

Appendices A and B to Call-Off Schedule 5

CALL-OFF START DATE: 28th January 2024

CALL-OFF EXPIRY DATE: 27th January 2029

CALL-OFF INITIAL PERIOD: 60 Months

CALL-OFF DELIVERABLES

Part Number	Description	Quantity	
PAN-PA-5420-AC	Palo Alto Networks PA-5420 with redundant AC power supplies. Support is covered as part of the Enterprise Support Agreement	4	Hardware
PAN-PA-5420-BND-CORESEC-5YR	PA-5420, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 5 years (60 months) term	4	Software
PAN-PA-5420-AC-OSS	On-Site Spare Palo Alto Networks PA-5420 with redundant AC power supplies	2	Hardware
PAN-CONSULT-PANORAMA-QS	QuickStart Service for Panorama	1	Support
PAN-CONSULT-NGFW-QS-THREAT	QuickStart Service for Advanced Threat Prevention - Includes One Cutover	1	Support
PAN-CONSULT-NGFW-QS-USERID-IPMAP	QuickStart Service for User-ID (IP Mapping) - Includes One Cutover	1	Support

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

Part Number	Description	Quantity	
PAN-CONSULT-NGFW-QS-USERID-ENFORCE	QuickStart Service for User-ID (Policy Enforcement) - Includes One Cutover	1	Support
PAN-CONSULT-NGFW-QS-APPID	QuickStart Service for App-ID Conversion - Includes Two Cutovers	1	Support
PAN-CONSULT-NGFW-QS-URL	QuickStart Service for Advanced URL Filtering - Includes One Cutover	1	Support
PAN-CONSULT-NGFW-QS-PA5XXX	QuickStart Service for NGFW: PA-5200/5400 Series (Except PA-5450) - Includes One Cutover	1	Support
PAN-CONSULT-DESIGN-HLD-FW	High-level Design Service - Covers One New Deployment Scenario. T&E included, max 1 onsite visit. (PA-Series)	1	Support
PAN-CONSULT-DESIGN-TDD-FW	Targeted Design Service - Deep-Dive on One Capability. T&E included, One Onsite Visit (PA-Series)	1	Support
PAN-CONSULT-EE-DD-FW	Extended Expertise - NGFW 12 Months - SC & NPPV3 Cleared	1	Support
PAN-SFP-PLUS-SR	SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC, IEEE 802.3ae 10GBASE-SR compliant	28	Hardware
PAN-QSFP-40GBASE-SR4	QSFP+ 40G transceiver, 100m reach, IEEE 802.3ba 40GBASE-SR4 compliant, PA-7000 series	6	Hardware
PAN-PA-5420-AC	Palo Alto Networks PA-5420 with redundant AC power supplies. Support is covered as part of the Enterprise support agreement	4	Hardware
PAN-PA-5420-VSYS-50	Virtual systems upgrade - Additional 50 virtual systems (15 to 65) for PA-5420	4	Hardware
PAN-PA-5420-ATP-5YR-HA2	Advanced Threat Prevention subscription 5 year term for device in an HA pair, PA-5420	4	Software
PAN-SFP28-25GBASE-SR	SFP28 form factor, SR 25Gb optical transceiver, short reach 100m, MMF, duplex LC, IEEE 802.3ae 25GBASE-SR compliant	10	Hardware
PAN-SFP-PLUS-SR	SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC, IEEE 802.3ae 10GBASE-SR compliant	10	Hardware
PAN-SFP-CG	SFP copper gigabit transceiver (PA-7000 series, PA-5000 series, PA-4000 series, PA-3000 Series, PA-2000 series)	10	Hardware
PAN-QSFP-40GBASE-SR4	QSFP+ 40G transceiver, 100m reach, IEEE 802.3ba 40GBASE-SR4 compliant, PA-7000 series	6	Hardware
PAN-PRA-25	Panorama central management software, 25 devices	2	Hardware
PAN-SVC-PREM-PRA-25-5YR	Premium support 5 year prepaid, Panorama 25 devices	2	Hardware
PAN-EDU-TRAINING-100	Training Credit - To be redeemed with Authorized Training Partners (ATPs)	1,000	Support
PAN-ENT-PREM-ESA	5 Year Enterprise Support Agreement to cover this hardware support and the current NS&I hardware install base	1	Support
RESELLER PAYMENT PLAN	5 Year fixed contractual payment plan (Hardware billing on delivery with annual billing in advance payments for ESA and Firewall subscriptions. 1st payment in March-24	1	N/A
SFP-10G-SR	Cisco 10Gb SR Module	16	Hardware
SFP-25G-SR-S	The Cisco 25GBASE-SR Module supports a link length of 70/100m on OM3/4 MMF.	8	Hardware

LOCATION FOR DELIVERY

Framework Ref: RM6098

Project Version: v2.0

Model Version: v3.8

FAO Home Office Data Centres (2 Sites)

HODC1	HODC 2
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

DATES FOR DELIVERY

The Supplier shall use all reasonable endeavours to deliver the Goods and Services no later than 1st March 2024.

TESTING OF DELIVERABLES

Not applicable

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

CALL-OFF CHARGES

See Appendix A

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoicing will be as follows:

Suppliers will invoice in a timely manner in accordance with Call-Off Framework Terms and Conditions.

The Supplier shall not include any adjustment to the bid price when invoicing.

The Supplier must state the Contract Reference Number HOJ Project_787, the Purchase Order (PO) Number on each invoice and invoice descriptions must be aligned with descriptions on PO.

The Supplier shall submit invoices directly to the billing address as per the Buyer's order.

The Supplier shall invoice the Buyer for Goods on despatch and for Services as per Supplier's tender.

Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

Invoices will be sent via email as the primary method for delivery to the address below:

HOSupplierInvoices@homeoffice.gov.uk

Invoices can be submitted in hard copy via post to the address below, however this will significantly delay the processing of the payment to the supplier.

Home Office Shared Service Centre HO Box 5015 Newport, Gwent NP20 9BB
United Kingdom

Tel: 08450 100125

Fax: 01633 581514

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

lea.hines@homeoffice.gov.uk

BUYER'S ENVIRONMENTAL POLICY

Not applicable for standard supply transactions.

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Where applicable on the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Where applicable on the first Working Day of each calendar month.

KEY STAFF

Not applicable for standard supply transactions.

KEY SUBCONTRACTOR(S)

Cisco

COMMERCIALLY SENSITIVE INFORMATION

All the supplier's submitted technical response and commercial pricing excluding the Total Contract Value and Appendices A and B to Call-Off Schedule 5

Reason: Commercial Sensitivity (Section 43)

Period: 7 Years

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES


Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	Penny Williams	Name:	Andrew Moore
Role:	VP of Sales	Role:	Commercial Manager
Date:	26/01/2024	Date:	Jan 26, 2024

Framework Joint Schedules for RM6098 HOJ Project_787

The following Joint and Call-Off Schedules and the information contained within, shall be incorporated, and form the Call-Off Contract alongside the Call-Off Order Form. Where there are no amendments to the Schedules, these shall not be incorporated and copies of these can be found on the RM6068 Framework as published by the CCS

<https://www.crowncommercial.gov.uk/agreements/RM6098>

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller and may not otherwise be determined by the Processor.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing

any Processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) and shall not Process the Personal Data for any other purpose, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protection Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer, Process, or otherwise make available for Processing, Personal Data outside of the UK unless the prior written consent of the Controller has been obtained (such consent may be withheld or subject to such conditions as the Customer considers fit at the Customer's absolute discretion) and the following conditions are fulfilled:
 - (i) the destination country has been recognised as adequate by the UK Government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
 - (ii) Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

if any of the mechanisms relied on under paragraph 6(d) in respect of any transfers of Personal Data by the Processor at any time ceases to be valid, the Processor shall, if possible, implement an alternative mechanism to ensure compliance with the Data Protection Legislation. If no alternative mechanism is available, the Controller and the Processor shall work together in good faith to determine the appropriate measures to be taken, taking into account any relevant guidance and accepted good industry practice. The Controller reserves the right to require the Processor to cease any affected transfers if no alternative mechanism to ensure compliance with Data Protection Legislation is reasonably available; and
- (e) at the written direction, and absolute discretion, of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to Processing Personal Data under or in connection with the Contract it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;

- (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing that will be undertaken by the Subprocessor;
 - (b) obtain the written consent of the Controller (such consent may be withheld or subject to such conditions as the Controller considers fit at the Controller's absolute discretion);
 - (c) enter into a written legally binding agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor, prior to any Personal Data being transferred to or accessed by the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14. Any Processing by a Subprocessor or transfer of Personal Data to a Subprocessor permitted by the Controller shall not relieve the Processor from any of its liabilities, responsibilities and obligations to the Controller under this Joint Schedule 11, and the Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

- 17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary

to comply with UK GDPR Article 26 based on the terms set out in Annex 3 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its

regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: **TBA**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **Tola Sobitan, Senior Privacy Counsel, tola.sobitan@cdw.com**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation and in accordance with paragraph 18 in respect of:</i></p> <ul style="list-style-type: none">• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>
Subject matter of the Processing	<p><i>The processing is needed in order to ensure that the Parties can effectively administer and deliver the contract.</i></p>
Duration of the Processing	<p><i>For the duration of the contract.</i></p>
Nature and purposes of the Processing	<p><i>Personal Contact details to allow administration and delivery of contract.</i></p>

Type of Personal Data being Processed	<i>Name, address, email address and telephone numbers.</i>
Categories of Data Subject	<i>Relevant Authorities and Suppliers.</i>
International transfers and legal gateway	<i>[Explain where geographically personal data may be stored or accessed from. Explain the legal gateway you are relying on to export the data e.g. adequacy decision, EU SCCs, UK IDTA. Annex any SCCs or IDTA to this contract]</i>
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	<i>Data retained for the duration of the contract unless required for legislative, audit or compliance purposes..</i>

Annex 2 – Security

The technical security requirements set out below provide an indication of the types of security measures that might be considered, in order to protect Personal Data. More, or less, measures may be appropriate depending on the subject matter of the contract, but the overall approach must be proportionate. The technical requirements must also be compliant with legislative and regulatory obligations for content and data, such as UK GDPR. The example technical security requirements set out here are intended to supplement, not replace, security schedules that will detail the total contractual security obligations and requirements that the Processor (i.e. a supplier) will be held to account to deliver under contract. Processors are also required to ensure sufficient ‘flow-down’ of legislative and regulatory obligations to any third party Sub-processors.

External Certifications e.g. Buyers should ensure that Suppliers hold at least Cyber Essentials certification and ISO 27001:2013 certification if proportionate to the service being procured.

Risk Assessment e.g. Supplier should perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.

Security Classification of Information e.g. If the provision of the Services requires the Supplier to Process Authority/Buyer Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Supplier shall implement such additional measures as agreed with the Authority/Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

End User Devices e.g.

- The Supplier shall ensure that any Authority/Buyer Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority/Buyer except where the Authority/Buyer has given its prior written consent to an alternative arrangement.
- The Supplier shall ensure that any device which is used to Process Authority/Buyer Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

Testing e.g. The Supplier shall at their own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test prior to any live Authority/Buyer data being transferred into their systems. The ITHC scope must be agreed with the Authority/Buyer to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority/Buyer data.

Networking e.g. The Supplier shall ensure that any Authority/Buyer Data which it causes to be transmitted over any public network (including the Internet, mobile

networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

Personnel Security e.g. All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Supplier maybe required to implement additional security vetting for some roles.

Identity, Authentication and Access Control e.g. The Supplier must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The Supplier must retain records of access to the physical sites and to the service.

Data Destruction/Deletion e.g. The Supplier must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Authority/Buyer data has been stored and processed on.

Audit and Protective Monitoring e.g. The Supplier shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority/Buyer Data. The retention periods for audit records and event logs must be agreed with the Authority/Buyer and documented.

Location of Authority/Buyer Data e.g. The Supplier shall not, and shall procure that none of its Sub-contractors, process Authority/Buyer Data outside the EEA without the prior written consent of the Authority/Buyer and the Supplier shall not change where it or any of its Sub-contractors process Authority/Buyer Data without the Authority/Buyer's prior written consent which may be subject to conditions.

Vulnerabilities and Corrective Action e.g. Suppliers shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

Suppliers must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support.

Secure Architecture e.g. Suppliers should design the service in accordance with:

- NCSC "[Security Design Principles for Digital Services](#)"
- NCSC "[Bulk Data Principles](#)"

- NSCS "[Cloud Security Principles](#)"

Call-Off Schedule 5 (Pricing Details)

Appendix A – Call Off Charge / Payment Profile

Breakdown of Hardware, Software and Support

Item No	Part No	Description	Quantity Required	Item Price £ Ex VAT	Total Price £ Ex VAT
HARDWARE					
1	PAN-PA-5420-AC	Palo Alto Networks PA-5420 with redundant AC power supplies. Support is covered as part of the Enterprise Support Agreement	4	£225,956.10	£903,824.40
2	PAN-PA-5420-AC-OSS	On-Site Spare Palo Alto Networks PA-5420 with redundant AC power supplies	2	£0.00	£0.00
3	PAN-CONSULT-PANORAMA-QS	QuickStart Service for Panorama	1	£0.00	£0.00
4	PAN-CONSULT-NGFW-QS-THREAT	QuickStart Service for Advanced Threat Prevention - Includes One Cutover	1	£0.00	£0.00
5	PAN-CONSULT-NGFW-QS-USERID-IPMAP	QuickStart Service for User-ID (IP Mapping) - Includes One Cutover	1	£0.00	£0.00
6	PAN-CONSULT-NGFW-QS-USERID-ENFORCE	QuickStart Service for User-ID (Policy Enforcement) - Includes One Cutover	1	£0.00	£0.00
7	PAN-CONSULT-NGFW-QS-APPID	QuickStart Service for App-ID Conversion - Includes Two Cutovers	1	£0.00	£0.00
8	PAN-CONSULT-NGFW-QS-URL	QuickStart Service for Advanced URL Filtering - Includes One Cutover	1	£0.00	£0.00
9	PAN-CONSULT-NGFW-QS-PA5XXX	QuickStart Service for NGFW: PA-5200/5400 Series (Except PA-5450) - Includes One Cutover	1	£0.00	£0.00
10	PAN-CONSULT-DESIGN-HLD-FW	High-level Design Service - Covers One New Deployment Scenario. T&E included, max 1 onsite visit. (PA-Series)	1	£0.00	£0.00
11	PAN-CONSULT-DESIGN-TDD-FW	Targeted Design Service - Deep-Dive on One Capability. T&E included, One Onsite Visit (PA-Series)	1	£0.00	£0.00

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

Item No	Part No	Description	Quantity Required	Item Price £ Ex VAT	Total Price £ Ex VAT
12	PAN-CONSULT-EE-DD-FW	Extended Expertise - NGFW 12 Months - SC & NPPV3 Cleared	1	£0.00	£0.00
13	PAN-SFP-PLUS-SR	SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC, IEEE 802.3ae 10GBASE-SR compliant	28	£0.00	£0.00
14	PAN-QSFP-40GBASE-SR4	QSFP+ 40G transceiver, 100m reach, IEEE 802.3ba 40GBASE-SR4 compliant, PA-7000 series	6	£0.00	£0.00
15	PAN-PA-5420-AC	Palo Alto Networks PA-5420 with redundant AC power supplies. Support is covered as part of the Enterprise support agreement	4	£0.00	£0.00
16	PAN-PA-5420-VSYS-50	Virtual systems upgrade - Additional 50 virtual systems (15 to 65) for PA-5420	4	£0.00	£0.00
17	PAN-SFP28-25GBASE-SR	SFP28 form factor, SR 25Gb optical transceiver, short reach 100m, MMF, duplex LC, IEEE 802.3ae 25GBASE-SR compliant	10	£0.00	£0.00
18	PAN-SFP-PLUS-SR	SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC, IEEE 802.3ae 10GBASE-SR compliant	10	£0.00	£0.00
19	PAN-SFP-CG	SFP copper gigabit transceiver (PA-7000 series, PA-5000 series, PA-4000 series, PA-3000 Series, PA-2000 series)	10	£0.00	£0.00
20	PAN-QSFP-40GBASE-SR4	QSFP+ 40G transceiver, 100m reach, IEEE 802.3ba 40GBASE-SR4 compliant, PA-7000 series	6	£0.00	£0.00
21	PAN-PRA-25	Panorama central management software, 25 devices	2	£0.00	£0.00
22	PAN-SVC-PREM-PRA-25-5YR	Premium support 5 year prepaid, Panorama 25 devices	2	£0.00	£0.00
23	PAN-EDU-TRAINING-100	Training Credit - To be redeemed with Authorized Training Partners (ATPs)	1,000	£0.00	£0.00
24	SFP-10G-SR	Cisco 10Gb SR Module	16	£410.87	£6,573.92
25	SFP-25G-SR-S	The Cisco 25GBASE-SR Module supports a link length of 70/100m on OM3/4 MMF.	8	£578.41	£4,627.28
		Subtotal Hardware			£915,025.61

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

Item No	Part No	Description	Quantity Required	Item Price £ Ex VAT	Total Price £ Ex VAT
SOFTWARE AND SUPPORT					
26	PAN-ENT-PREM-ESA	5 Year Enterprise Support Agreement to cover this hardware support and the current NS&I hardware install base	1	£1,817,719.56	£1,817,719.56
27	RESELLER PAYMENT PLAN	5 Year fixed contractual payment plan (Hardware billing on delivery with annual billing in advance payments for ESA and Firewall subscriptions. 1st payment in March-24	1	£0.00	£0.00
28	PAN-PA-5420-BND-CORESEC-5YR	PA-5420, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 5 years (60 months) term	4	£231,010.41	£924,041.64
19	PAN-PA-5420-ATP-5YR-HA2	Advanced Threat Prevention subscription 5 year term for device in an HA pair, PA-5420	4	£0.00	£0.00
		Subtotal Software and Support			£2,741,761.19
		Total Charges (ex VAT)			£3,656,786.80

Payment Profile

Year	Period	Payment due	CDW
Year 1 Hardware Only	2024	On or before 25/03/2024	£915,025.61
Year 1 Software and Support	2024/2025	On or before 25/03/2024	£548,352.24
Year 2 Software and Support	2025/2026	On or before 25/01/2025	£548,352.24
Year 3 Software and Support	2026/2027	On or before 25/01/2026	£548,352.24
Year 4 Software and Support	2027/2028	On or before 25/01/2027	£548,352.24
Year 5 Software and Support	2028/2029	On or before 25/01/2028	£548,352.24
	Total Value		£3,656,786.80

Upon execution of this Call-Off Contract, the Buyer shall submit a purchase order to CDW for the upfront hardware product purchase to the value of £915,025.61 and the 1st year purchase order of the 5 year CDW Software and Support Payment Schedule as set out in Appendix B, and subsequent years 2, 3, 4 and 5 purchase orders raised 30 days in advance of each anniversary as set out in the CDW Software and Support Payment Schedule, as set out in Appendix B. Should the Buyer fail to timely submit purchase orders such failure will not extinguish the Buyers obligation to purchase the software and support Products and remit payment of the amounts due in respect thereof.

The Buyer agrees to fully indemnify CDW for any and all losses that CDW may suffer as a result of the purchase order not being received on the agreed date. Furthermore, in the event the Buyer fails to submit a purchase order within the time period stated herein, the Parties acknowledge and agree that this Call-Off Contract shall take the place of such purchase order.

For the avoidance of doubt, the Parties shall consider the Buyers execution of this Call-Off Contract as adequate documentation acting in place of the Buyers purchase order, The Buyer shall not have the right to withhold payment on the basis that no purchase order was submitted.

Please refer to Appendix B – below for full details of CDW Software and Support Payment Schedule.

Palo Alto Enterprise Program.

In conjunction with the use & deployment of Palo Alto Networks hardware firewalls, Palo Alto Networks has developed an Enterprise Program, a volume pricing arrangement which is valid for a specific period during which organisations may have unlimited access to support & maintenance. This arrangement simplifies the purchasing, renewal, and deployment process, and provides organisations with a more efficient means of managing its network security expense. The features and benefits associated with an Enterprise Program for Hardware Support (“Agreement”) Full details of which can be found below.



Enterprise Program
(For Hardware Support)

1. Description

In conjunction with the use & deployment of Palo Alto Networks hardware firewalls, Palo Alto Networks has developed an Enterprise Program, a volume pricing arrangement which is valid for a specific period during which organizations may have unlimited access to support & maintenance. This arrangement simplifies the purchasing, renewal, and deployment process, and provides organizations with a more efficient means of managing its network security expense. The features and benefits associated with an Enterprise Program for Hardware Support ("**Agreement**") are detailed below. Each Customer may choose between Platinum or Premium Support, but not a combination of both.

2. Term

When purchased, the term of this Agreement shall be effective for either 1, 3 or 5 years as specified on the quote ("**Term**"). Note that 5-year SKUs are available only to select Customer accounts, whose qualifications will be determined on a case-by-case basis by Palo Alto Networks.

3. Features and Benefits of an Enterprise Program for Hardware Support ("ESA**")**

- a. When purchased, the ESA entitles Customer to support and maintenance for its entire estate of Palo Alto Networks hardware firewall products during the Term.
- b. Customers may select from a Platinum-level ESA or a Premium-level ESA, but not a combination of both.
- c. Depending on the purchase, ESA customers are covered by either Premium-level or Platinum-level Support for all hardware including M-Series and WF-XXX appliances. U.S. Government-level support program ("USG") is available for Customers that qualify as U.S. Government entities, but only for Premium-level support. USG is not available at the Platinum level.
- d. At first purchase and at re-purchase, Customer shall forecast the number of hardware firewalls it expects to add during the Term based on the list price ("**Incremental Hardware Value**").
- e. If Customer purchases additional hardware firewalls during the Term, Palo Alto Networks shall provide support and maintenance for such additional firewalls at no additional charge, subject to the limits set forth in the table below:

For 1-year Term/SKU	Customer is entitled to support and maintenance on an unlimited number of hardware firewall devices, as long as the new devices are (a) purchased during the Term; and (b) registered to Customer's account within the Palo Alto Networks support portal.
---------------------	--

For 3-year and 5-year Term/SKU	Customer is entitled to support and maintenance on all existing hardware firewall devices plus 120% of the Incremental Devices (defined above), so long as the new devices are (a) purchased during the Term; and (b) registered to Customer's account within the Palo Alto Networks support portal.
--------------------------------	--

4. Re-purchases

Following expiration of the three or five-year term, a new ESA, if purchased, must be negotiated taking into account:

- a. Customer's existing deployment of hardware firewalls; and
- b. Customer's incremental future needs for the new term.
- c. Any early renewal or recast of the ESA is subject to the then current ESA terms. The customer will be given pro-rata credit for any prepaid unused Term of the existing ESA in the early renewal or recast quote and the new ESA shall be either a new 3- or 5-year term, unless otherwise quoted.

5. True-Forward Add-on SKU; Decommission; Early Renew; Separate Purchase of Support

Customer will be advised of ESA usage via the Customer Support Portal using the consumption dashboard, and once Customer has met or attempts to exceed the 120% of the Incremental Hardware Value, Customer will no longer be entitled to any additional ESA entitlements during the Term unless one of the following options is exercised. For any over-use by Customer that meets or exceeds 120% of the Incremental Hardware Value during the Term, Customer shall have the following options to address such overuse:

- a. True-Forward Add-on SKU - Customer may request a quotation from Palo Alto Networks or its authorized reseller for an Add-on SKU to increase the Incremental Hardware Value during the remainder of the Term. Upon placing a non-cancellable, non-refundable purchase order for such Add-on SKU(s), Customer may add the ESA to additional hardware devices subject to the revised Incremental Hardware Value.
- b. Decommission - Customer may elect to remove a specific list of Palo Alto Networks' hardware devices from the ESA coverage to comply with the 120% Incremental Hardware Value cap, Customer shall remove such devices promptly, but in no event more than ten (10) business days after the over-use. Customer shall utilize the decommissioning process to remove hardware devices from ESA coverage. Upon confirmation of the removal of such identified devices and the customer remaining within the 120% of the Incremental Hardware Value, the Customer may add the ESA for additional hardware devices.
- c. Early Renew During Year 3 or Year 5 - Upon prior approval by Palo Alto Networks, Customer may request to renew early and recalculate the Incremental Hardware Value for a new Term to start at the time of over-use, Customer shall have fifteen (15) business days to notify Palo Alto Networks, initiate the renewal process and request a quotation for such early renewal from Palo Alto Networks or its authorized reseller.
- d. Separate Purchase of Subscriptions - Customer may purchase Support separately for hardware devices that exceed the Incremental Hardware Value. Customer may request for a quotation for such Support from Palo Alto Networks or its authorized reseller.

6. Prisma Access and/or FW Flex Credits Purchase

This section only applies to ESA Terms of 3 or 5 years. This option is not available for Public Sector customers.

For new or repurchase ESA contracts, Palo Alto Networks is now offering a new benefit, which may be particularly helpful to those customers whose infrastructure is being moved to the cloud. This one-time option is available to Customer only if Customer has not utilized the ESA at 100% of the Incremental Hardware Value and only to the extent of that under-utilization, provided that the list price of Customer's total new reduced hardware estate does not decrease below \$1.5M (U.S.). There is no extra charge associated with this benefit.

- a. During the Term, if Customer further decommissions existing hardware firewalls, or does not purchase the projected number of Hardware firewalls, the ESA value attached to those Hardware firewalls can be credited to Customer as pro-rated credits for the remaining Term and used towards the purchase of Prisma Access and/or FW Flex credits, subject to the limitations of this Section 6. Only the ESA shall be considered to establish the pro-rated credits amount ("Pro-Rated Credits"); the value of Hardware firewalls is expressly excluded. Credits are only available if and at the time that Customer makes a purchase of either Prisma Access or FW Flex up to the amount or over the amount of the Pro-Rated Credits.
- b. Pro-Rated Credits will be available twelve (12) months after the commencement of the Term upon request. Pro-Rated Credits must be used in full at time of purchase and shall only be applied towards a single transaction for Prisma Access or FW Flex during the Term of this Agreement.
- c. Use of Pro-Rated Credits are limited to a purchase of Prisma Access or FW Flex credits. There shall be no cash or other reimbursement for any Pro-Rated Credits except as expressly stated in this Section
6. Further, in order to receive the benefit of the Pro-Rated Credits, Customer must submit a valid, non-cancellable purchase order for Prisma Access or FW Flex to Palo Alto Networks or its authorized reseller. Customer shall be invoiced and responsible for all applicable taxes associated with the purchase of Prisma Access or FW Flex, excluding income or property imposed on Palo Alto Networks.
- d. The ESA coverage shall be reduced accordingly for the remaining Term once Pro-Rated Credits are issued.

- 7. IMPORTANT: PALO ALTO NETWORKS 4-HOUR REPLACEMENT SERVICE (aka "4-HR RMA") IS NOT INCLUDED IN THE ESA PROGRAM.** 4-HR RMA is an optional service that Palo Alto Networks makes available to eligible customers. Eligibility depends upon whether the hardware firewall located at the Customer site sits within a specified range of a Palo Alto Networks service location. Eligibility must be determined, and the service sold, on a per-device basis. When covered, Palo Alto Networks will use commercially reasonable efforts to have replacement hardware delivered to Customer within four hours of issuance of an RMA. 4-HR RMA is not included in the ESA program, but if Customers require 4-HR RMA on eligible devices, then customers must purchase and pay for the service separately; it does not fall within the scope of the ESA program.

8. Limitations

- a. This ESA does not apply to:
 - i. hardware firewalls acquired via merger, acquisition, asset purchase or the like during the Term;
 - ii. any divestiture of assets will not result in any credits or refunds to Customer, and the ESA shall not transfer with any hardware assets transferred as a result of a divestiture

- of assets;
 - iii. hardware managed by a third party outside of Customer's account (also known as "managed services") within the Palo Alto Networks support portal;
 - iv. hardware that Customer has designated to be supported by a third party (also known as "partner-enabled support");
 - v. inactive hardware that Customer has intentionally let lapse from support and chosen not to renew;
 - vi. software licenses and subscriptions including, but not limited to Cortex, Panorama central management software, Prisma, Threat Prevention, Advanced URL Filtering (this subscription replaces PANDB URL Filtering in ELAs starting October 5, 2021), VM-Series, FW-Flex, and WildFire.
- Note that the purchase of any Enterprise Agreement does not modify any obligation pursuant to the [Palo Alto Networks End-of-Life Policy](#).

- b. Once a purchase order is accepted by Palo Alto Networks it is non-cancellable and non-refundable.

9. Compliance with Laws

Note that there may be specific rules and regulations governing the use of hardware support in certain jurisdictions. Both parties must abide by applicable laws. Customer shall be responsible for all costs resulting from the application of such laws which apply to Customer's use of this ESA including, but not limited to, taxes, fees, penalties, or fines. Palo Alto Networks shall not be liable for such costs.

10. Conflict

This Agreement supplements the terms of the Palo Alto Networks End User Agreement (or equivalent agreement) between Customer and Palo Alto Networks governing use of Palo Alto Networks products. In the event of a conflict, this Agreement shall take precedence, but only with respect to Customer's purchase of this ESA.

Appendix B

CDW Software and Support Payment Schedule

This payment schedule (the "**Payment Schedule**") refers to the Call-Off Contract, under which Supplier has agreed to supply the Customer with the products listed in Appendix 1 to this Payment Schedule below (the "**Products**").

In consideration of the supply of the products set out in the Call-Off Contract, **CDW LIMITED** ("**Supplier**") and **HOME OFFICE** registered address of 2 Marsham Street, London SW1P 4DF ("**Customer**") mutually agree to the following terms which, in the event of a conflict, shall take precedence over any other terms agreed, or that may be agreed from time to time, between the parties:-

1. Customer shall pay Supplier for the Products set out in the Call-Off Contract in accordance with the following Payment Schedule (each date a "**Due Date**", each instalment amount a "**Payment**" and together "**Payments**"):

£548,352.23 due on or before 25/03/2024

£548,352.24 due on or before 25/01/2025

£548,352.24 due on or before 25/01/2026

£548,352.24 due on or before 25/01/2027

£548,352.24 due on or before 25/01/2028

Total: £2,741,761.19

Customer will be invoiced by Supplier over five (5) annual invoices to the total amount and dates stated in the Call-Off Contract following execution of the Call-Off Contract. The Supplier shall be entitled to invoice each Payment regardless of the Customer failing to issue any purchase orders in respect of such Payment. Payments may be subject to VAT where applicable.

2. Customer's obligation to pay the Payments is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, withholding, defence, delay or counterclaim for any reason whatsoever.
3. If Customer is required (either by law, regulation or otherwise) to make a deduction or withholding from any payment of a Payment, Customer shall pay Supplier an amount which, after making such deduction or withholding, leaves an amount equal to the payment that would have been due if no deduction or withholding had been required.
4. Customer and Supplier agree and acknowledge that there is no arrangement or agreement between Supplier and Customer or any other party that affects or may affect their rights and obligations under the Payment Schedule, including but not limited to the amount of any Payment or the date upon which any Payment is payable or any other obligation of Customer under the Payment Schedule.

5. If Customer (a) fails to pay any Payment on its due date (whether or not an invoice has issued) or the Customer is in breach of any other obligation under this Payment Schedule and such breach continues for 14 days or more following Supplier's written notification; or (b) Customer ceases or threatens to cease carrying on its business; or (c) if the Agreement terminates for any reason; or (d) Customer is unable to pay its debts as they fall due or is declared bankrupt or applies for a moratorium of payments or makes or proposes to make any arrangement with its creditors or a liquidator, administrator, administrative receiver or receiver is appointed over Customer or any of its assets; or (e) Customer where it is not publicly traded, there is a change in the majority of shareholder voting rights without Supplier's prior written approval, then Supplier may by written notice to Customer accelerate and demand early payment of all Payments. Customer shall (I) pay to Supplier on first demand (i) all arrears of sums due under this Payment Schedule, (ii) the rest of the Payments due under the Payment Schedule and (II) Supplier may exercise any other remedy available at law or in equity. Customer's obligations under this Payment Schedule shall continue, notwithstanding any termination of the Agreement by either party. Customer shall reimburse Supplier for all costs and expenses in enforcing the terms of this Payment Schedule. No failure or delay on the part of Supplier to exercise the foregoing rights or remedies shall operate as a waiver thereof.
6. Customer shall not assign, sell, charge or otherwise transfer its rights or obligations under the Payment Schedule.
7. Supplier (together with its successors and/or assigns) may at any time sell, assign, novate or otherwise transfer its rights under this Payment Schedule.
8. Customer acknowledges that, for the purposes of any assignment referred to in Paragraph 7, the assignee (or prospective assignee) may be required to conduct due diligence on Customer and its directors, trustees, employees and beneficial owners. Such due diligence may comprise identity verification, politically exposed persons screening, sanctions screening, fraud checks and credit checks, to the extent these are required by the laws of any jurisdiction to which the assignee may be subject and/or as a matter of prudent risk management in accordance with industry practice. Customer agrees to provide any documentation reasonably requested by Supplier in order to permit an assignee to conduct such due diligence, and acknowledges that Customer information, including personal information about Customer's directors, trustees, employees and beneficial owners, may also be collected directly from public registers and other publicly available sources. Customer warrants that it will make its directors, trustees, employees and beneficial owners aware of the collection and processing of personal information in connection with such due diligence activities and that it will obtain their consent to the same.
9. Customer shall make Payments to Supplier's bank account: **CDW LIMITED, Bank Account: Barclays Bank PLC Sort Code 20-78-98 Account Number: 83236196**, on or before each Due Date.
10. If Customer fails to make any payment due to Supplier under this Payment Schedule on any of the above Payment Dates, then without limiting Supplier's remedies set out in this Payment Schedule or available in law, Customer shall pay interest on the overdue amount at the statutory rate of 6% per Annum above the base rate of Barclays Bank PLC, in accordance with the Late Payment of Commercial Debts (interest) Act 1998 as amended on overdue amounts. Such interest shall accrue on a daily basis from the due date until

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount.

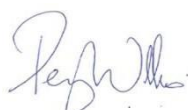
11. Supplier's successors and/or assigns shall not have any obligation or responsibility to Customer pursuant to the Call-Off Contract or this Payment Schedule and any assignment of the Payments shall not relieve Supplier of any of its obligations to Customer.
12. This Payment Schedule shall not be amended, varied or terminated without prior written consent of Supplier's successors and/or assigns.
13. This Payment Schedule shall be governed by and shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
14. Customer confirms that Supplier (including its successors and assigns) may give business and personal information to any successors and/or assigns for use in connection with the processing, managing, financing and/or funding of the Payment Schedule.
15. Customer represents, warrants and covenants to the Supplier that as of the date of this Payment Schedule and for so long as this Payment Schedule shall remain in effect: (a) it is duly organised, validly existing and in good standing under applicable law; (b) it has the power and authority to enter into this Payment Schedule and this Payment Schedule is enforceable against Customer in accordance with its terms; (c) it shall comply with all applicable Anti-Corruption Laws, and shall not (ii) take any action which would cause Supplier or its assignee to be in violation of any Anti-Corruption Laws. Customer agrees to promptly notify Supplier and any assignee (if disclosed to Customer) if Customer becomes aware of any violation of the representations and covenants set forth in this clause. "Anti-Corruption Laws" means the U.K. Bribery Act 2010, the Criminal Finance Act 2017, the US Foreign Corrupt Practices Act, and other analogous anti-corruption legislation in any jurisdiction in which the Customer conducts business or which otherwise apply to it (collectively, and with related regulations).

The parties acknowledge and agree that signature of this Payment Schedule shall be acceptance of the terms and condition set out herein.

Signed for and on behalf of Supplier by its
authorised representative:

Signed for and on behalf of Customer by
its authorised representative:

x



Name: Penny Williams

Title: VP of Sales

Date: 26/01/2024



x Andrew Moore (Jan 26, 2024 13:56 GMT)

Name: Andrew Moore

Title: Commercial Manager

Date: Jan 26, 2024

Appendix 1 to the Payment Schedule

**CDW Software and Support Payment Schedule
 (the "Products")**

Item No	Part No	Description	Quantity Required
2	PAN-PA-5420-BND-CORESEC-5YR	PA-5420, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 5 years (60 months) term	4
26	PAN-ENT-PREM-ESA	5 Year Enterprise Support Agreement to cover this hardware support and the current NS&I hardware install base	1
27	RESELLER PAYMENT PLAN	5 Year fixed contractual payment plan (Hardware billing on delivery with annual billing in advance payments for ESA and Firewall subscriptions. 1st payment in March-24	1

Call-Off Schedule 6 (ICT Services)

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or

- b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
- d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software"

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious

	software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none">a) the Deliverables are (or are to be) provided; orb) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; orc) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;

"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

- 2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirements

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Buyer;

- 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
- 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
 - 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2. the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3. a timetable for and the costs of those actions.

4. Licensed software warranty

- 4.1. The Supplier represents and warrants that:
 - 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

- 5.1. The Supplier shall:
 - 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
 - 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported

versions of that Software and perform in all material respects in accordance with the relevant specification;

- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);

- 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

- 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
 - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Supplier shall:

- 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
 - 9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
- 9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer

- 9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:
 - a) of its own Existing IPR that is not COTS Software;
 - b) third party software that is not COTS Software
- 9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after

expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

- 9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

- 9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

9.3. Licenses for COTS Software by the Supplier and third parties to the Buyer

- 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

- 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

- 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

- 9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

9.3.4.1. will no longer be maintained or supported by the developer; or

9.3.4.2. will no longer be made commercially available

9.4. Buyer's right to assign/novate licences

9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1. a Central Government Body; or

9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

9.5. Licence granted by the Buyer

9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6. Open Source Publication

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

- 9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
 - 9.6.2.3. do not contain any material which would bring the Buyer into disrepute;
 - 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
 - 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
 - 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
 - 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

- 9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
- 9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10. Supplier-Furnished Terms

10.1. Software Licence Terms

- 10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call Off Schedule 6.
- 10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call Off Schedule 6.

10.2. Software Support & Maintenance Terms

- 10.2.1. Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call Off Schedule 6.

10.3. Software as a Service Terms

- 10.3.1. Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call Off Schedule 6.

10.4. As a Service Terms

- 10.4.1. Additional terms for provision of a devices, utility and consumption models for technology infrastructure generally described as "As a Service" solutions are detailed in Annex E to this Call-Off Schedule 6.

11. Customer Premises

11.1. Licence to occupy Customer Premises

- 11.1.1. Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call- Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off

Contract [and in accordance with Call-Off Schedule 10 (Exit Management)].

- 11.1.2. The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.
- 11.1.3. Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.
- 11.1.4. The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 11.1.5. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2. Security of Buyer Premises

- 11.2.1. The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.
- 11.2.2. The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

12. Buyer Property

- 12.1. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.
- 12.2. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.
- 12.3. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.
- 12.4. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
- 12.5. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.
- 12.6. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.
- 12.7. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

13. Supplier Equipment

- 13.1. Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-

Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.

13.4. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

13.5. 4.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.

13.6. The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.

13.7. The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:

13.7.1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and

13.7.2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment. **ANNEX A**

Non-COTS Third Party Software Licensing Terms

Not used

ANNEX B

COTS Licensing Terms

Annex B1 - This End User Licence Agreement (EULA) is a binding Agreement between the Buyer and the third-party Software provider, a copy of which can be found below



END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("Agreement") GOVERNS THE USE OF PALO ALTO NETWORKS PRODUCTS

(as that term "Product" is defined below).

THIS IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO HEREIN AS "**CUSTOMER**", "**END USER**", "**YOU**" or "**YOUR**") AND

(A) PALO ALTO NETWORKS, INC., 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054, UNITED STATES, IF YOU ARE LOCATED IN NORTH OR LATIN AMERICA; (B) PALO ALTO NETWORKS (UK) LTD, 22 BISHOPSGATE, LEVEL 55, LONDON, EC2N 4BQ, ENGLAND. IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA; OR (C) PALO ALTO NETWORKS PUBLIC SECTOR LLC, IF YOU ARE A UNITED STATES FEDERAL GOVERNMENT ENTITY OR ORGANIZATION (EACH OF THE ENTITIES LISTED IN (A), (B) OR (C) BEING REFERRED TO HEREIN AS "**PALO ALTO NETWORKS**").

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING PALO ALTO NETWORKS PRODUCTS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND TO THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL ITS TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCT. THIS AGREEMENT GOVERNS YOUR USE OF PALO ALTO NETWORKS PRODUCTS HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION IF ACQUIRED THROUGH PALO ALTO NETWORKS OR AN AUTHORIZED AFFILIATE OF PALO ALTO NETWORKS, OR AN AUTHORIZED DISTRIBUTOR, RESELLER, ONLINE APP STORE, OR CLOUD MARKETPLACE. MAINTENANCE AND SUPPORT SERVICES ARE GOVERNED BY THE END USER SUPPORT AGREEMENT FOUND AT www.paloaltonetworks.com/legal/eusa WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

If you use a Product for proof of concept, trial, evaluation or other similar purpose ("**Evaluations**"), you may do so for 30 days only unless Palo Alto Networks issues an extension. Palo Alto Networks reserves the right to terminate Evaluations at any time. Upon expiration or termination of the Evaluation, you shall cease using the Product(s) provided for Evaluation and must return any Evaluation Hardware to Palo Alto Networks in the same condition as when first received, except for reasonable wear and tear. For Evaluations and products provided pursuant to a Product Donation Agreement, only sections 1, 2, 3, 7, 9, 10, and 11 of this Agreement shall apply, as well as section 6 for products provided pursuant to a Product Donation Agreement, and PALO ALTO NETWORKS DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. DEFINITIONS

“Affiliate” means any entity that Controls, is Controlled by, or is under common Control with Customer or Palo Alto Networks, as applicable, where “Control” means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

Customer acknowledges and authorizes Palo Alto Networks’ use of all Palo Alto Networks Affiliates to deliver Products and Services.

“End User Data” means data that is provided by or on behalf of You to Palo Alto Networks during the relationship governed by this Agreement. For the avoidance of doubt, End User Data does not include Systems Data.

“Enterprise Program” means a volume usage arrangement, valid for a specified term, during which End User may access certain Software, Subscriptions, and/or related technical support.

“Hardware” means hardware-based products listed on Palo Alto Networks’ then-current price list or supplied by Palo Alto Networks regardless of whether a fee is charged for such hardware.

“Product” means, collectively, Hardware, Software, Subscription, or any combination thereof, regardless of whether or not the Product was procured under an Enterprise Program.

“Published Specifications” mean the applicable user manual, the WildFire Acceptable Use Policy found at <https://www.paloaltonetworks.com/resources/datasheets/wildfire-acceptable-use-policy>, the applicable Service Level Agreement found at <https://www.paloaltonetworks.com/services/support/support-policies.html>, and other corresponding materials published by Palo Alto Networks that are customarily made available to End Users of the applicable Product. **“Software”** means any software embedded in Hardware and any standalone software that is provided without Hardware, including updates, regardless of whether a fee is charged for the use of such software.

“Subscription(s)” means Software-as-a-Service and cloud-delivered security services, including updates, provided by Palo Alto Networks including, but not limited to, Cortex, Prisma, Advanced Threat Prevention, Advanced URL Filtering, Advanced WildFire, regardless of whether a fee is charged for its use. Technical support, customer success plans, and professional services are not considered Subscriptions under this Agreement.

“Systems Data” means data generated or collected in connection with Your use of the Products, such as logs, session data, telemetry data, support data, usage data, threat intelligence or actor data, statistics, netflow data, potentially malicious files detected by the Product, and derivatives thereof.

2. USE AND RESTRICTIONS

a. Software Use Rights

This section 2a applies to Software only. Subject to your compliance with this Agreement, Palo Alto Networks grants you a limited, royalty-free, non-exclusive right to use the Software:

- i. in accordance with Published Specifications for the Product;
- ii. solely within the scope of the use rights purchased (e.g., number of users);
- iii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- iv. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this Agreement.

All other rights in the Software are expressly reserved by Palo Alto Networks.

b. Access to Subscriptions

This section 2b applies to Subscriptions only. During the term of the Subscriptions purchased and subject to your continuous compliance with this Agreement, Palo Alto Networks will use commercially reasonable efforts to make them available 24 hours a day, 7 days a week except for published downtime or any unavailability caused by circumstances beyond our control including, but not limited to, a force majeure event described in section 11g below. Palo Alto Networks grants you a non-exclusive right to access and use the Subscriptions:

- i. in accordance with Published Specifications for the Product;
- ii. solely within the usage capacity purchased (e.g., number of workloads);
- iii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- iv. through your third-party contractor providing IT services solely for your benefit, subject to their

compliance with this Agreement.

All other rights to the Subscriptions are expressly reserved by Palo Alto Networks.

- v. Use Restrictions You shall not:
- vi. use any Product that is procured under a Lab or NFR (not for resale) SKU in a production environment;
- vii. use the Products beyond the scope of the use right and/or capacity purchased;
- viii. modify, translate, adapt or create derivative works from the Products, in whole or in part;
- ix. disassemble, decompile, reverse engineer or otherwise attempt to derive or create derivative works of the source code, methodology, analysis, or results of the Products, in whole or in part, unless expressly permitted by and only to the extent of applicable law in the jurisdiction of use despite this prohibition;
- x. remove, modify, or conceal any product identification, copyright, proprietary or intellectual property notices or other such marks on or within the Product;
- xi. disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that you (or a third-party contracted by you) run on the Products, in whole or in part;
- xii. Transfer, sublicense, or assign your rights under this Agreement to any other person or entity except as expressly provided in section 2d below, unless expressly authorized by Palo Alto Networks in writing;
- xiii. sell, resell, sublicense, rent, lease, loan, assign, or otherwise transfer the Products or any rights or interests in the Products to any third party except in accordance with the express terms herein. Products purchased from unauthorized resellers or other unauthorized entities shall be subject to the [Palo Alto Networks license transfer procedure \(https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html\)](https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html);
- xiv. use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Palo Alto Networks in writing;
- xv. duplicate or copy the Software, its methodology, analysis, or results unless specifically permitted in accordance with Published Specifications for such Software, or for the specific purpose of making a reasonable number of archival or backup copies, and provided in each case that you reproduce in the copies the copyright and other proprietary notices or markings that appear on the original copy of the Software as delivered to you;
- xvi. use the Subscriptions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights;
- xvii. use the Subscriptions in any manner not authorized by the Published Specifications for the Product;
- xviii. interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Subscriptions, their related systems or networks, or any third-party data contained therein; or
- xix. provide access to or otherwise make the Products or the functionality of the Products available to any third party through any means, including without limitation, by uploading the Software to a network or file-sharing service or through any hosting, managed services provider, service bureau or other type of service unless specifically permitted by the Published Specifications or agreed otherwise in a separate managed services agreement with Palo Alto Networks.

c. Affiliates

If you purchase Product for use by your Affiliate, you shall:

- i. provide the Affiliate with a copy of this Agreement;
- ii. ensure that the Affiliate complies with this Agreement;
- iii. be responsible and liable for any breach of this Agreement by such Affiliate; and
- iv. where applicable, be responsible and liable for any local law that imposes any tariffs, fees, penalties, or fines arising from your Affiliates' use of the Product in such jurisdictions.

d. Authentication Credentials

You shall keep accounts and authentication credentials providing access to Products secure and confidential. You must notify Palo Alto Networks without undue delay about any misuse of your accounts or authentication credentials.

3. OWNERSHIP

Palo Alto Networks and its licensors/suppliers retain all rights to intellectual and intangible property relating to the Product, including but not limited to copyrights, patents, trade secret rights, database rights, trademarks and any other intellectual property rights therein unless otherwise indicated. You shall not delete or alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Product. Your rights to use the Product are limited to those expressly granted in this Agreement. All rights not expressly granted are retained by Palo Alto Networks and/or its licensors/suppliers. To the extent you provide any suggestions or comments related to the Products, Palo Alto Networks shall have the right to retain and use any such suggestions or comments in current or future products or subscriptions, without your approval or compensation to you.

4. OVERUSE.

Fees which are payable in advance for volume or capacity usage Subscriptions (e.g., number of accounts, credits, endpoints, devices, points, seats, terabytes of data, tokens, users, workloads, etc.) must be reconciled with your actual usage at the end of each month or quarter for any volume or capacity-based Subscriptions. Palo Alto Networks (or, where applicable, the relevant Palo Alto Networks Affiliate) reserves the right to perform true-up reconciliation and charge (via the applicable Palo Alto Networks Affiliate or your authorized reseller or cloud marketplace) for any such usage above the volume or capacity purchased. Unless agreed otherwise in writing, this calculation will be based on the Palo Alto Networks' then current price list. You will issue a non-cancellable, non-refundable and non-returnable purchase order for such overuse within ten (10) days from the occurrence of such overuse and pay as invoiced. If payment is not received in a timely fashion for such overuse, Palo Alto Networks shall terminate or suspend your use of such Subscriptions in accordance with Section

2. b., below.

5. TERM; TERMINATION OR SUSPENSION; AND EFFECT OF TERMINATION

a. Term.

This Agreement is effective for the duration of the order (specifically for the Software, Subscription or Support Service term) to which this Agreement relates, subject to earlier termination according to this Agreement, including without limitation any extension of such order involving a purchase that increases the quantity initially ordered (e.g. additional capacity).

b. Termination; Suspension

- i. Palo Alto Networks may terminate this Agreement at any time in the event you breach any material term, including but not limited to exceeding the use or capacity restrictions (Section 2 above) as purchased or as stated in applicable Published Specifications, and fail to cure such breach within thirty (30) days following notice.
- ii. Palo Alto Networks may, at its discretion, terminate or suspend your access to or use of Software or Subscriptions or Support Services if you are in default with any payment obligations concerning the Product or Support Services due to Palo Alto Networks, a cloud service provider marketplace, an authorized reseller, or to any third-party finance company that financed the purchase of the Product on your behalf.
- iii. In addition to the termination rights set forth above, Palo Alto Networks reserves the right to suspend Customer's access to or use of Software or Subscriptions or Support Services if Palo Alto Networks reasonably believes that Customer is using the services in manner or for a purpose that is likely to cause harm to Palo Alto Networks or a third party.

c. Effects of Termination

Upon termination, you shall immediately cease using the Product and in case of Software and/or Subscriptions, Palo Alto Networks shall terminate your use of or access to any Subscriptions and access to Support Services. At Palo Alto Network's discretion, you shall destroy or return to Palo Alto Networks all copies of Palo Alto Networks' Confidential Information.

6. WARRANTY, EXCLUSIONS AND DISCLAIMERS

a. Warranty

Palo Alto Networks warrants that:

- i. Hardware shall be free from defects in material and workmanship for one (1) year from the date of shipment;
- ii. Software shall substantially conform to Palo Alto Networks' Published Specifications for three (3) months from the date of fulfilment; and
- iii. Subscriptions shall perform materially to Published Specifications for the duration of the selected term.

As your sole and exclusive remedy and Palo Alto Networks' and its suppliers' sole and exclusive liability for breach of this warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Hardware or correct the Software or the Subscriptions, as applicable.

All warranty claims must be made within ten (10) days from the detection of a suspected defect /discrepancy in writing during the warranty period specified herein, if any. If after using commercially reasonable efforts, Palo Alto Networks, determines in its sole discretion, that it is unable to repay or replace the Product, Customer will be entitled to a refund of the fees paid by the Customer for that portion of the Product that did not comply with the warranty.

Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for your or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not. You will pay the shipping costs for return of Products to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for repaired or replaced Products back to you.

b. Exclusions

The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to:

- i. repair, maintenance or modification of the Product by persons other than Palo Alto Networks or its designee;
- ii. accident, negligence, abuse or misuse of a Product;
- iii. use of the Product other than in accordance with Published Specifications;
- iv. improper installation or site preparation or your failure to comply with environmental and storage requirements set forth in the Published Specifications including, without limitation, temperature or humidity ranges; or
- v. causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage.

c. Disclaimers

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS". PALO ALTO NETWORKS, ITS LICENSORS, AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PALO ALTO NETWORKS DOES NOT WARRANT THAT (I) THE PRODUCTS WILL MEET YOUR REQUIREMENTS, (II) THE USE OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

7. LIMITATION OF LIABILITY

a. Disclaimer of Indirect Damages

To the fullest extent permitted by applicable law, in no event shall either party or Palo Alto Networks' suppliers be liable for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind (including but not limited to loss of business, goodwill, data, profits, or use or for the cost of procuring substitute products, services or other goods), arising out of or relating to the Products to which this Agreement relates, regardless of the theory of liability and whether or not each party was advised of the

possibility of such damage or loss.

b. Direct Damages

To the fullest extent permitted by applicable law, in no event shall the total liability of either party or Palo Alto Networks' suppliers, from all claims or causes of action and under all theories of liability arising out of or relating to the Products to which this Agreement relates, exceed the greater of one million United States dollars or the total amount you paid for the entire term of the Subscription or Enterprise Program on which the claim is based. The foregoing limitation in this section 8b shall not apply to liability arising from:

- i. death or bodily injury;
- ii. sections 2 (Use and Restrictions) and 8 (Indemnification); and
- iii. Customer's payment obligations for the Product and related services, if any.

8. INDEMNIFICATION

a. Indemnification and Procedure

Palo Alto Networks will defend, at its expense, any third-party action or suit against you alleging that a Product infringes or misappropriates such third party's patent, copyright, trademark, database right, trade secret or other intellectual or intangible property right (a "**Claim**"), and Palo Alto Networks will pay damages awarded in final judgment against you or agreed to in settlement by Palo Alto Networks to the extent attributable to any such Claim; provided that you (i) promptly notify Palo Alto Networks in writing of the Claim; (ii) give Palo Alto Networks sole control of the defense and settlement of the Claim; and (iii) reasonably cooperate with Palo Alto Networks' requests for assistance with the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that you enter into without Palo Alto Networks' prior written consent.

b. Remedy

If a Product becomes, or in Palo Alto Networks' opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense:

- i. procure the right for you to continue using the Product;
- ii. replace or modify the Product to avoid the Claim; or
- iii. if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product and grant you credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date you received such Product or, for Subscriptions, grant you credit for the portion of the Subscription paid but not used.

c. Exceptions

Palo Alto Networks' obligations under this section 8 shall not apply to the extent any Claim results from or is based on:

- i. modifications to a Product made by a party other than Palo Alto Networks or its designee;
- ii. the combination, operation, or use of a Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation or use;
- iii. failure to use (1) the most recent version or release of a Product, or (2) an equally compatible and functionally equivalent, non-infringing version of a Product supplied by Palo Alto Networks to address such Claim;
- iv. Palo Alto Networks' compliance with your explicit or written designs, specifications or instructions; or
- v. use of a Product not in accordance with Published Specifications.

THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INTELLECTUAL AND INTANGIBLE PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

9. CONFIDENTIALITY

"**Confidential Information**" means the non-public information that is exchanged between the parties, provided that such information is identified as confidential at the time of initial disclosure by the disclosing party ("**Discloser**"), or disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("**Recipient**"). Confidential Information does not include Systems Data. Confidential Information also does not include information that Recipient can prove by credible evidence:

- i. was in the public domain at the time it was communicated to Recipient;
- ii. entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient;
- iii. was in Recipient's possession free of any obligation of confidentiality at the time it was communicated to Recipient;
- iv. was disclosed to Recipient free of any obligation of confidentiality; or
- v. was developed by Recipient without use of or reference to Discloser's Confidential Information.

Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors who need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to use and disclosure restrictions that are at least as protective as those set forth herein. Recipient shall maintain the confidentiality of Discloser's Confidential Information using the same effort that it ordinarily uses with respect to its own confidential information of similar nature and importance, but no less than reasonable care. The foregoing obligations will not restrict Recipient from disclosing Discloser's Confidential Information:

- a. pursuant to an order issued by a court, administrative agency, or other governmental body, provided that the Recipient gives reasonable notice to Discloser to enable it to contest such order;
- b. on a confidential basis to its legal or professional financial advisors; or
- c. as required under applicable securities regulations.

The foregoing obligations of each Party shall continue for the period terminating three (3) years from the date on which the Confidential Information is last disclosed, or the date of termination of this Agreement, whichever is later.

10. END USER DATA AND SYSTEMS DATA

a. End User Data

Palo Alto Networks and its Affiliates will process End User Data solely for the purposes of fulfilling its obligations under the terms of this Agreement. To the extent Palo Alto Networks and its Affiliates processes personal data, as defined by applicable data protection laws, such personal data will be processed in accordance with the [Data Processing Addendum](#), which is incorporated by reference herein.

b. Systems Data

Palo Alto Networks may use Systems Data to provide Products and services to You, to improve Products and services, to develop new Products and services, to manage our relationship with You, and for threat research purposes. Palo Alto Networks will not disclose to any unaffiliated third-party Systems Data that identifies You, Your customers or end users, except to the extent required to comply with applicable law or valid order of a court or government agency of competent jurisdiction.

11. GENERAL

a. Assignment

Neither party may assign or transfer this Agreement or any obligation herein without the prior written consent of the other party, except that, upon written notice, Palo Alto Networks may assign or transfer this Agreement or any obligation herein to its Affiliate, or an entity acquiring all or substantially all assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation without your consent. Any attempt to assign or transfer this Agreement (except as permitted under the terms herein) shall be null and of no effect. For purposes of this Agreement, a change of Control will be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

b. Auditing End User Compliance

You shall retain records pertaining to Product usage. You grant to Palo Alto Networks and its independent advisors the right to examine such records no more than once in any twelve-month period solely to verify compliance with this Agreement. In the event such audit reveals non-compliance with this Agreement, you shall promptly pay the appropriate fees, plus reasonable audit costs, as determined by Palo Alto Networks.

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

c. Authorization Codes; Grace Periods

Where applicable, you will be able to download Software via the server network located closest to you. Your Product may require an authorization code to activate or access Subscriptions and support. The authorization codes will be issued at the time of order fulfillment. The Subscription, warranty or support term will commence in accordance with the grace period policy at <https://www.paloaltonetworks.com/support/support-policies/grace-period.html>

d. Compliance with Laws; Export Control

You shall comply with all applicable laws in connection with your activities arising from this Agreement. You further agree that you will not engage in any illegal activity, and you acknowledge that Palo Alto Networks reserves the right to notify you or appropriate law enforcement in the event of such illegal activity. Both parties shall comply with the U.S. Export Administration Regulations where applicable, and any other applicable export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations.

e. Cumulative Remedies

Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this Agreement or otherwise.

f. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understanding and communications between them with respect to the subject matter hereof. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with, in addition to, or purport to vary the terms and conditions of this Agreement are hereby rejected by Palo Alto Networks and shall be deemed null and of no effect.

g. Force Majeure

Palo Alto Networks shall not be responsible for any cessation, interruption, or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, epidemic or pandemic, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, availability of network and telecommunications services or other similar events beyond its reasonable control.

h. Governing Law

If you are located in North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in Santa Clara County, California. If you are located outside North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of London, England. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

i. Headings

The headings, including section titles, are given solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this document or any of its provisions.

j. Notices

All notices shall be in writing and delivered:

- i. for Customer, to the e-mail set forth on the Customer's website and to an officer of Customer, or as otherwise provided by Customer to Palo Alto Networks for the purpose of effectuating written notices.
- ii. for Palo Alto Networks: legal@paloaltonetworks.com; or,
- iii. for either party, by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

k. Open-Source Software

The Products may contain or be provided with components subject to the terms and conditions of open-source software licenses ("**Open-Source Software**"). A list of Open-Source Software can be found at <https://www.paloaltonetworks.com/documentation/oss-listings/oss-listings.html>. These Open-Source Software license terms are consistent with the rights granted in section 2 (Use and Restrictions) and may contain additional rights benefiting you. Palo Alto Networks represents and warrants that the Product, when used in conformance with this Agreement, does not include Open-Source Software that restricts your ability to use the Product nor requires you to disclose, license, or make available at no charge any material proprietary source code that embodies any of your intellectual property rights.

l. Reciprocal Waiver of Claims Related to United States SAFETY Act

Where a Qualified Anti-terrorism Technology (the "**QATT**") has been deployed in defense against, response to or recovery from an "act of terrorism" as that term is defined under the SAFETY Act, Palo Alto Networks and End User agree to waive all

claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

m. N/A

n. Survival

Sections regarding license restrictions, ownership, term and termination, U.S. Government End Users, limitations of liability, governing law, and this General section shall survive termination of this Agreement.

o. Waiver and Severability

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

p. U.S. Government End Users

This section applies to United States Government end users only and does not apply to any other end users. The Software and its documentation are "commercial computer software" and "commercial computer software documentation," respectively; as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and its documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and its documentation shall be as specified in this Agreement. If any term or condition set forth in this Agreement:

- i. allows for the automatic termination of the Government's license rights or maintenance of services;
- ii. allows for the automatic renewal of services and/or fees;
- iii. allows for the Government to pay audit costs; and/or
- iv. requires the governing law to be anything other than Federal law, then such term and condition shall not apply to the

U.S. Government but shall continue to apply to prime contractors and subcontractors of the Government. Furthermore, nothing contained in this Agreement is meant to diminish the rights of the U.S. Department of Justice as identified in 28 U.S.C. Section 516. Finally, to the extent any term and condition set forth in this Agreement is contrary to

U.S. Federal procurement law, then such term and condition shall not apply to the U.S. Government but shall continue to apply to prime contractors and subcontractors of the government.

q. WildFire: U.S. Government

Where End User is a U.S. Government contractor using or accessing WildFire: U.S. Government malware prevention service, End User certifies that now and so long as it uses or accesses WildFire: U.S. Government service:

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

- i. only U.S. citizens will be permitted to access WildFire: U.S. Government for administration and configuration;
- ii. End User holds an active contract or subcontract with the U.S. Federal Government and has a need to exchange e- mail, documents and other forms of communication with the U.S. Federal Government under a contract or subcontract;
- iii. End User shall cease using or accessing WildFire: U.S. Government when it no longer has an active contract or subcontract with the U.S. Federal Government; and
- iv. End User will abide by the confidentiality provisions contained within this Agreement.

This Agreement governs the use of the Hardware, Software and Support purchased under this Call-Off Contract. By signing this Call-Off Contract, the Buyer understands and accepts the third-party **terms as they apply**.

Please note the removal of Clause **11m** from the EULA has been agreed between Palo Alto Networks and the Home Office

ANNEX C

Software Support & Maintenance Terms

Not used

ANNEX D

Software as a Service Terms

Not used

Annex E

As a Service Terms

Not used