

# IDG Statement of Work

Order # NA  
Program Name: NA



This Statement of Work (“SOW”) is entered into as of the Effective Date by the IDG entity (“IDG Company”) and the client entity (“Client”) identified below subject to the terms and conditions (including special terms) identified below (collectively the “Terms”). If the terms of the SOW conflict with the Terms, the terms of the SOW will control, but only as to the subject matter of the SOW. IDG Company reserves the right to rescind this offer if the SOW is not executed within thirty (30) days of the date of this SOW.

<b>Client (includes agencies):</b>	Competition and Markets Authority The Cabot, 25 Cabot Square, London, E14 4QZ	<b>Client Contact</b>	[REDACTED]
<b>IDG Company</b>	5 <sup>th</sup> Floor, Ealing Cross, 85 Uxbridge Road, Ealing, W5 5TH	<b>PO Required?</b>	<input type="checkbox"/> yes PO#: _____ <input checked="" type="checkbox"/> no
<b>Bill to Entity and Address</b>	Same as Client _____	<b>Bill to Contact</b>	[REDACTED]
<b>Ship to Entity and Address</b>	Same as Client _____	<b>Ship to Contact</b>	[REDACTED] [REDACTED] [REDACTED]
<b>Effective Date:</b>	24 Feb 2025	<b>Payment Terms</b>	Invoices due upon receipt
<b>Initial Term</b>	From the Effective Date until the expiration of the External Use Period or acceptance of all Deliverables, whichever is later.		
<b>Terms and Conditions:</b>	<input type="checkbox"/> Master Services Agreement dated [date] <input checked="" type="checkbox"/> IDG Terms and Conditions available at <a href="https://legal.idg.com/">https://legal.idg.com/</a> Clause 10.3 on Publicity under the IDG Terms and Conditions not applicable in this contract. This clause is replaced by the following: 1. Publicity 1.1 IDG Company agrees not to disclose the identity the Client as a client of IDG Company, nor to use the Client’s name nor refer to the Client’s name directly or indirectly in any advertisement or other publication without receiving the Client’s prior written approval for such use or reference and to the form and context in which the reference to the Client is to appear. 1.2 IDG Company shall abide by any conditions or limitations imposed by the Client in such approval, if given. 1.3 IDG Company further agrees not to disclose the existence of this contract, or the nature of the relationship established by this contract. 1. The following clauses on Freedom of Information and Transparency are <b>also applicable</b> in this contract. Freedom of Information 1.1 In this Clause: ‘Information’ has the meaning ascribed to it in section 84 of the FOIA; and ‘Request for Information’ has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR. 1.2 IDG Company acknowledges that the CMA is subject to the requirements of the Code of Practice on Government Information, Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the CMA, at IDG Company’s expense, to enable the CMA to comply with its Information disclosure obligations. 1.3 IDG Company shall (and shall procure that its Sub-contractors shall): 1.3.1 transfer any Request for Information to the CMA as soon as practicable after receipt and in any event within 2 Working Days; 1.3.2 provide the CMA with a copy of all Information in its possession or power in the form that the CMA requires within 5 Working Days (or such other period as the CMA may specify) of the CMA requesting that Information; and 1.3.3 provide all necessary assistance as reasonably requested by the CMA to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.		

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	<p>1.4 The CMA shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or, any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the EIR.</p> <p>1.5 In no event shall IDG Company respond directly to a Request for Information unless expressly authorised to do so in writing by the CMA.</p> <p>1.6 IDG Company acknowledges that (notwithstanding the provisions of this Clause 18) the CMA may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA (the "Code"), be obliged under the FOIA or the EIR to disclose Information concerning IDG Company or the Services:</p> <p>1.6.1 in certain circumstances without consulting IDG Company; or</p> <p>1.6.2 following consultation with IDG Company and having taken their views into account; provided always that where Clause 1.6.2 applies the CMA shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give IDG Company advanced notice, or failing that, to draw the disclosure to IDG Company's attention after any such disclosure.</p> <p>1.7 IDG Company shall ensure that all Information produced during the Term of this Agreement or relating to this Agreement is retained for disclosure and shall permit the CMA to inspect such records as requested from time to time.</p> <p>1.8 IDG Company acknowledges that any lists or schedules provided by it outlining Information it deems confidential or commercially sensitive are of indicative value only and that the CMA may nevertheless be obliged to disclose Information which IDG Company considers confidential in accordance with Clauses 1.4 and 1.6.</p> <p>2. Transparency</p> <p>2.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement (including, but not limited to, any documents subsequently developed to monitor delivery and performance of this Agreement) is not Confidential Information. The CMA shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA.</p> <p>2.2 Notwithstanding any other term of this Agreement, IDG Company hereby gives their consent for the CMA to publish this Agreement (and any documents subsequently produced by either Party as part of management of this Agreement – including, but not limited to, performance against key performance indicators and plans to rectify the same etc.) in their entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to this Agreement, to the general public.</p> <p>2.3 The CMA may consult with IDG Company to inform its decision regarding any redactions that may be required to keep information which is exempt from disclosure under the FOIA from being disclosed but the CMA shall have the final decision in its absolute discretion. IDG Company shall assist and cooperate with the CMA to enable the CMA to publish this Agreement.</p> <p>2.4 IDG Company agrees not to disclose the identity of the CMA as a client of IDG Company, nor to use the CMA's name nor refer to the CMA directly or indirectly in any advertisement or other publication without receiving the CMA's prior written approval for such use or reference and to the form and context in which the reference to the CMA is to appear. IDG Company shall abide by any conditions or limitations imposed by the CMA in such approval, if given.</p> <p>2.5 IDG Company further agrees not to disclose the existence of this Agreement, or the nature of the relationship established by this Agreement.</p>
Special Terms:	<p>The following addendum available at <a href="https://legal.idg.com/">https://legal.idg.com/</a> are incorporated herein:</p> <p><input type="checkbox"/> Events Terms    <input checked="" type="checkbox"/> Platform Terms</p>

### 1. Services and Deliverables

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IDG will perform and deliver the following services (the “**Services**”) including deliverables that may be provided as part of the Services (the “**Deliverables**”). Service and Deliverable descriptions are provided in Section 2 below.

Services/Deliverables	Quantity	External Use Period	Internal Use Period	Per Unit Cost	Total Fees
Public Cloud Services Tracker – Historical Only	1			£19,000	£19,000

2. Description of the Services and Deliverables

IDC Public Cloud Services Tracker – Historical Only

- Geo: UK, Rest of Europe (WE+CEE)
- Markets: All for PaaS, IaaS (*SaaS - Application and SaaS - System Infrastructure Software not included*)
- Deployment Group/Deployment Category: PaaS, PClaaS
- All Company/Vendors
- Vendor Revenue (M\$)
- Historical Data by Half Year by Vendor (1H 2018- Current)
- One time delivery via IDC Online Query Tool in 3-5 business days

3. Miscellaneous Terms

- A. **Use.** Unless expressly stated otherwise in the applicable description of the Service in Section 2, all use rights are limited to internal, non-commercial use subject to the restrictions in the Terms. Where External Use is granted, the External Use is limited to the use set forth in the applicable description of the Service. All other External Use (including e.g., in references, press releases, ads, collateral, or white papers) requires prior written approval from IDG Company and may be subject to additional fees.
- B. **Client-Owned Deliverables.** Client shall, upon delivery, own all right, title, and interest in the Deliverables designated as Client-Owned in the applicable description of the deliverable above, subject to IDG Company’s pre-existing Intellectual Property rights.
- C. **Co-Branding.** If mutually agreed in writing, Deliverables may include applicable IDG Company business/brand logos. Use of standalone IDG Company brand logos is not permitted. Client agrees to comply with any logo style and trademark use guidelines provided by IDG Company.
- D. **Milestones and Delays.** IDG Company will provide milestones, timelines and requirements as applicable to the Service. In the event Client misses or exceeds deadlines, all deadlines for IDG Company’s performance shall be extended by a period of time equal to the length of delay. If due to Client’s delays the Service is not completed within six (6) months of the original Service completion date, IDG Company reserves the right to immediately close out the Service upon written notice. In the event of such close-out, Client remains responsible for all Service fees and pre-paid fees will not be refunded.

4. Payment

The terms and pricing in this SOW are exclusive to Client, are IDG Company’s Confidential Information, and may not be redistributed. Client will be invoiced **once the SOW is fully signed by both parties.**

Invoicing Schedule:

Milestone	GBP
Upon signature of contract	19,000
Total	19,000

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Accepted and agreed to as of the Effective Date by the parties' authorized representatives.

[REDACTED]