



Crown Commercial Service

G-Cloud 13 Call-Off Contract

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Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

| | |
|--------------------------------------|--|
| Platform service ID number | <u>7517 9002 3725 288</u> |
| Call-Off Contract reference | CO DIGITAL 31 |
| Call-Off Contract title | Provision of a ITSM for FSET |
| Call-Off Contract description | For the provision of the Freshdesk ITSM solution for the Cabinet Office FSET |
| Start date | 27th August 2024 |
| Expiry date | 26th August 2025 |
| Call-Off Contract value | Total Contract Value including all extension options: £240,488 (Two Hundred & Forty Thousand, Four Hundred and Eighty Eight pounds)Ex VAT Year One £131.744 (includes 15% contingency)(ex VAT) |
| Charging method | BACS |
| Purchase order number | TBC |

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

| | |
|--------------------------|---|
| From the Buyer | Cabinet Office [Redacted] |
| To the Supplier | Freshworks Inc. [Redacted] [Redacted] |
| Together, the 'Parties.' | |

Principal Contact Details

For the Buyer:

Title: [Redacted]
Name: [Redacted]
Email: [Redacted]
Phone: [Redacted]

For the Buyer:

Title: [Redacted]
Name: [Redacted]
Email: [Redacted]

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [Enter phone number]

Call-Off Contract Term

| | |
|----------------------|---|
| Start date | <p>This Call-Off Contract Starts on 20th August 2024 and is valid for 12 (twelve) months, with an option to extend by up to 12 (twelve) months. The date and number of days or months is subject to clause 1.2 in Part B below.</p> |
| Ending (termination) | <p>The notice period for the Supplier needed for Ending the Call- Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p> |
| Extension period | <p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 30 days written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> |

| | |
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| | https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service |
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Buyer Contractual Details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

| | |
|----------------------------------|---|
| G-Cloud Lot | This Call-Off Contract is for the provision of Services under: <ul style="list-style-type: none"> Lot 2: Cloud software |
| G-Cloud Services Required | The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: |
| Additional Services | None |
| Location | Any data that Freshworks process for the Buyer as a data processor will be stored in the EU. However, Freshworks may also process certain data about Buyer or its users as a data controller, including in countries outside of the EU, in accordance with Freshworks privacy notice available at https://www.freshworks.com/privacy/ . |
| Quality Standards | The quality standards required for this Call-Off Contract is mentioned in the Service Definition Document attached under Schedule 8 of the Call-off Contract. |
| Technical Standards | The technical standards used as a requirement for this Call-Off Contract is mentioned in the Service Definition Document attached under Schedule 8 of the Call-off Contract. Service Definitions |
| Service Level Agreement | The service level and availability criteria required for this Call-Off Contract is mentioned in the Service Definition Document attached under Schedule 8 of the Call-off Contract. |

| | |
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| Onboarding | The onboarding plan for this Call-Off Contract is mentioned in the Service Definition Document attached under Schedule 8 of the Call-off Contract. |
| Offboarding | The offboarding plan for this Call-Off Contract is mentioned in the Service Definition Document attached under Schedule 8 of the Call-off Contract. |
| Collaboration Agreement | Not Applicable |
| Limit on Parties' Liability | <p>The annual total liability of either Party for all Property Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for Buyer Data Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other Defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> |
| Insurance | <p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)] • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law |
| Audit | <p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <ul style="list-style-type: none"> • MI Reports • Commercial records of the charges and costs and any variations to them including proposed variations |

| | |
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| | <ul style="list-style-type: none"> • Proof of its compliance with its obligations under the Data protection Act and the Transparency provisions under the Framework • Records of its delivery performance for this Call Off |
| Buyer's Responsibilities | NONE |
| Buyer's Equipment | Not Applicable |

Supplier's Information

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| Subcontractors or Partners | The following is a list of the Supplier's Subcontractors or Partners https://www.freshworks.com/privacy/sub-processor/ . |
|-----------------------------------|--|

Call-Off Contract Charges and Payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

| | |
|--|--|
| Payment method | The payment method for this Call-Off Contract is BACS |
| Payment profile | The payment profile for this Call-Off Contract is Annual in Advance. |
| Invoice details | The Supplier will issue electronic invoices Annual in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. |
| Who and where to send invoices to | All electronic invoices must be sent, quoting a valid Purchase Order (PO) Number to the following address: APinvoices-cab-u@gov.sscl.com and fs.financequeries@cabinetoffice.gov.uk |
| Invoice information required | All invoices must include: PO Number as issued by the Buyer Invoice Number Supplier Details Invoice Amount (Detailed elemental breakdown of Services provided and their associated costs) Description |

| | |
|----------------------------------|--|
| Invoice frequency | Invoice will be sent to the Buyer Annual. |
| Call-Off Contract value | Year One £131.744 (includes 15% contingency)(ex VAT) Total Contract Value including all extension options: £240,488 (Two Hundred & Forty Thousand, Four Hundred and Eighty Eight pounds)Ex VAT |
| Call-Off Contract charges | The breakdown of the Charges is mentioned under Schedule 2 of the Call-off Contract. |

Additional Buyer Terms

| | |
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| Performance of the Service | This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans, and milestones in accordance with Schedule 8 of the Call-off Contract. And to be agreed by both parties (acting reasonably) within one month of contract signature |
| Guarantee | Not Applicable |
| Warranties, representations | As mentioned in the Supplier's Terms and Conditions under https://www.freshworks.com/terms/ . |
| Supplemental requirements in addition to the Call-Off terms | Not Applicable |
| Alternative clauses | Not Applicable |
| Buyer-specific amendments to/refinements of the Call-Off Contract terms | Not Applicable |
| Personal Data and Data Subjects | Annex 1 will be used. |
| Intellectual Property | N/A |
| Social Value | Agreed at down select and will be monitored as part of ongoing contract performance management. |

| | |
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| | Freshworks Code of Conduct publicly available here https://ir.freshworks.com/static-files/51fd1f5a-9ffc-402a-bedb-cf35308c0af3 |
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1. Formation of Contract

- 1.1. By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff Contract with the Buyer.
- 1.2. The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and, by signing below, agree to be bound by this Call-Off Contract.
- 1.3. This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4. In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the Agreement

- 2.1. The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13

| Signed | Supplier | Buyer |
|-----------|----------|-------|
| Name | | |
| Title | | |
| Signature | | |
| Date | | |

- 2.2. The Buyer provided an Order Form for Services to the Supplier.

Part B: Terms and Condition

1. Call-Off Contract Start Date and Length

- 1.1. The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2. This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3. The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4. The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of Terms

- 2.1. The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 2.3 (Warranties and representations)
 - 4.1 to 4.6 (Liability)
 - 4.10 to 4.11 (IR35)
 - 10 (Force majeure)
 - 5.3 (Continuing rights)
 - 5.4 to 5.6 (Change of control)
 - 5.7 (Fraud)
 - 5.8 (Notice of fraud)
 - 7 (Transparency and Audit)
 - 8.3 (Order of precedence)
 - 11 (Relationship)
 - 14 (Entire agreement)
 - 15 (Law and jurisdiction)
 - 16 (Legislative change)
 - 17 (Bribery and corruption)
 - 18 (Freedom of Information Act)
 - 19 (Promoting tax compliance)
 - 20 (Official Secrets Act)
 - 21 (Transfer and subcontracting)
 - 23 (Complaints handling and resolution)

- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

2.2. The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1. a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2. a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'

2.2.3. a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3. The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4. The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5. When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of Services

3.1. The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2. The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier Staff

4.1. The Supplier Staff must:

4.1.1. be appropriately experienced, qualified and trained to supply the Services

- 4.1.2. apply all due skill, care and diligence in faithfully performing those duties
 - 4.1.3. obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - 4.1.4. respond to any enquiries about the Services as soon as reasonably possible
 - 4.1.5. complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2. The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3. The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4. The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5. The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6. The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7. If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8. If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due Diligence

- 5.1. Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1. have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2. are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3. have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4. have entered into the Call-Off Contract relying on their own due diligence

6. Business Continuity and Disaster Recovery

- 6.1. The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
- 6.2. The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3. If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract Charges

- 7.1. The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2. The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3. The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4. If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5. The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6. If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7. All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8. The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9. The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

- 7.10. The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11. If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12. Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of Sums Due and Right of Set-Off

- 8.1. If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

- 9.1. The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2. The Supplier will ensure that:
 - 9.2.1. during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - 9.2.2. the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - 9.2.3. all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - 9.2.4. all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

- 9.3. If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4. If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1. a broker's verification of insurance
 - 9.4.2. receipts for the insurance premium
 - 9.4.3. evidence of payment of the latest premiums due
- 9.5. Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
 - 9.5.1. take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2. promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3. hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6. The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7. The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8. The Supplier will be liable for the payment of any:
 - 9.8.1. premiums, which it will pay promptly
 - 9.8.2. excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1. The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. the indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1. Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2. Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 11.3. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
 - 11.3.1. any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
 - 11.3.2. the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4. The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5. Subject to the limitation in Clause 24.3, the Buyer shall:
 - 11.5.1. defend the Supplier, its Affiliates and licensors from and against any third-party claim:
 - (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
 - (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
 - (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and
 - 11.5.2. in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligation under this

Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

11.6. The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

11.6.1. rights granted to the Buyer under this Call-Off Contract

11.6.2. Supplier's performance of the Services

11.6.3. use by the Buyer of the Services

11.7. If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.7.1. modify the relevant part of the Services without reducing its functionality or performance

11.7.2. substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

11.7.3. buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.8. Clause 11.6 will not apply if the IPR Claim is from:

11.8.1. the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.8.2. other material provided by the Buyer necessary for the Services

11.9. If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of Information

12.1. The Supplier must:

12.1.1. comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2. only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

- 12.1.3. take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2. The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
 - 12.2.1. providing the Buyer with full details of the complaint or request
 - 12.2.2. complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - 12.2.3. providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
 - 12.2.4. providing the Buyer with any information requested by the Data Subject
- 12.3. The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer Data

- 13.1. The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2. The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3. If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4. The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5. The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6. The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
 - 13.6.1. the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-securityclassifications>
 - 13.6.2. guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-managementapproach> and Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

- 13.6.3. the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 13.6.4. government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
 - 13.6.5. the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
 - 13.6.6. Buyer requirements in respect of AI ethical standards.
- 13.7. The Buyer will specify any security requirements for this project in the Order Form.
- 13.8. If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9. The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10. The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and Quality

- 14.1. The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2. The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3. If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

- 14.4. If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5. The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open Source

- 15.1. All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2. If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2. The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3. If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4. Responsibility for costs will be at the:
 - 16.4.1. Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - 16.4.2. Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

- 16.5. The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7. If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

- 17.1. If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:
 - 17.1.1. an executed Guarantee in the form at Schedule 5
 - 17.1.2. a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

- 18.1. The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2. The Parties agree that the:
 - 18.2.1. Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - 18.2.2. Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses
- 18.3. Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4. The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1. a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2. any fraud

18.5. A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1. the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2. an Insolvency Event of the other Party happens

18.5.3. the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6. If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7. A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of Suspension, Ending and Expiry

19.1. If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2. Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.

19.3. The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4. Ending or expiry of this Call-Off Contract will not affect:

19.4.1. any rights, remedies or obligations accrued before its Ending or expiration

19.4.2. the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3. the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)

- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

19.4.4. any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.

19.5. At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1. return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2. return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3. stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4. destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5. work with the Buyer on any ongoing work

19.5.6. return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6. Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7. All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1. Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2. This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit Plan

21.1. The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2. When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3. If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

21.4. The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5. Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6. The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1. the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2. there will be no adverse impact on service continuity

21.6.3. there is no vendor lock-in to the Supplier's Service at exit

21.6.4. it enables the Buyer to meet its obligations under the Technology Code of Practice

- 21.7. If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8. The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
 - 21.8.1. the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2. the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3. the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - 21.8.4. the testing and assurance strategy for exported Buyer Data
 - 21.8.5. if relevant, TUPE-related activity to comply with the TUPE regulations
 - 21.8.6. any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to Replacement Supplier

- 22.1. At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
 - 22.1.1. data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - 22.1.2. other information reasonably requested by the Buyer
- 22.2. On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3. This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force Majeure

- 23.1. If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

- 24.1. Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

- 24.2. Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1. pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2. in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

- 24.3. Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4. When calculating the Supplier's liability under Clause 24.1 any items specified in Clause

24.2 will not be taken into consideration.

25. Premises

- 25.1. If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

- 25.2. The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

- 25.3. The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

- 25.4. This clause does not create a tenancy or exclusive right of occupation.

- 25.5. While on the Buyer's premises, the Supplier will:

25.5.1. comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2. comply with Buyer requirements for the conduct of personnel

25.5.3. comply with any health and safety measures implemented by the Buyer

25.5.4. immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6. The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1. The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2. Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3. When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

27.1. Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental Requirements

28.1. The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2. The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

29.1. The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations

and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

- 29.2. Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1. the activities they perform
 - 29.2.2. age
 - 29.2.3. start date
 - 29.2.4. place of work
 - 29.2.5. notice period
 - 29.2.6. redundancy payment entitlement
 - 29.2.7. salary, benefits and pension entitlements
 - 29.2.8. employment status
 - 29.2.9. identity of employer
 - 29.2.10. working arrangements
 - 29.2.11. outstanding liabilities
 - 29.2.12. sickness absence
 - 29.2.13. copies of all relevant employment contracts and related documents
 - 29.2.14. all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3. The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4. In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5. The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6. The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.6.1. its failure to comply with the provisions of this clause

29.6.2. any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.7. The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.8. For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud Services

30.1. The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2. If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

31.1. If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2. In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1. work proactively and in good faith with each of the Buyer's contractors

31.2.2. co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation Process

32.1. The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

- 32.2. The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3. If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this CallOff Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1. Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

Schedule 1: Services

The Service to be provided in accordance with the Service Definition Document attached under Schedule 8 of the Call-off Contract.

Develop a service management solution with efficient query ticketing for:

- OSD (hires); delivery team, posting team and management customer service management
- TAC (hires); ESA team, L&D team customer relationship management
- ATSO (pre-hires); onboarding, pre-employment checks, assessment team customer relationship management
- The system must be scalable to future-proof against changing demand.
- The system must be intuitive for end users and easily configurable for our non-technical staff to develop and maintain.
- The functionality of canned forms and responses for typical queries; most typical ones set up for go live.
- Each query type to have its own SLA response time to cover the different teams and query urgency/importance.
- The functionality for automated query triage and assignment.
- AI functionality to reduce manual tagging and assigning of queries for category and workload management.
- Able to deal with large query volumes; stability of service to deal with fluctuations of high volume queries in peak periods.
- Links to information systems (intranet, website and links to other systems)
- Simple user configuration and changes (no code)
- Simple user navigation
- Is accessible from all Civil Service Department IT
- To meet ISO 27001 industry-standard for information management and security.
- Dashboard of standard MI reports.
- Dashboard of customisable MI reports.
- Customisable MI report generation.
- Effective and flexible workload management across multiple agents and teams.
- Branded visuals in line with Fast Stream colour palette, fonts, imagery and messaging.
- Entry forms to enable pre-triage to the right FSDM group under each FCDL for OSD and EO / HEO teams under ATSO.
- Technical product design and implementation.
- Train the trainers
- Operational for September 2024.
- Integration with Workday records.
- Designated ongoing technical support.

Schedule 2: Call-Off Charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier’s Platform pricing document) can’t be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

- Enterprise licences at £42 per user, up to a total of 140 users, cost per year £141,120 with a max of 2 years
- Dedicated technical support of £24k per annum, max 2 years 2 years, sub-total £48k
- Instructor led training at £250 per hour, billed as when within the contract value
- Contingency £31,368.
- Total £240, 488.

This totals £240,488 (ex VAT) over a 2-Year Call-Off Contract Term.

Service Order Form

| CUSTOMER INFORMATION | | | |
|-------------------------------|---------------|------------------------------|--------------|
| Billing Contact information | | Shipping Contact Information | |
| Contact Name: [REDACTED] | | Contact Name: [REDACTED] | |
| Organisation: Cabinet Office | | Organisation: Cabinet Office | |
| Email address: [REDACTED] | | Email address: [REDACTED] | |
| Phone: [REDACTED] | | Phone: [REDACTED] | |
| Bill-To Address: [REDACTED] | | Ship-To Address: [REDACTED] | |
| Subscription Term Start Date: | Aug 27, 2024 | Subscription Term End Date: | Aug 26, 2025 |
| Subscription Term: | 12 Months | Billing Frequency: | Annual |
| PO required on Invoice: | No | PO Number (If Applicable): | TBC |
| Payment Method: | Wire Transfer | Payment Terms: | Net 30 |
| Applicable Tax Registration: | VAT | Tax Registration ID: | [REDACTED] |
| Is Tax Exempt: | No | | |

| Product Instance ID | Product Instance Domain | No. of Users |
|---------------------|-------------------------|--------------|
| [REDACTED] | [REDACTED] | 140 |

Annual

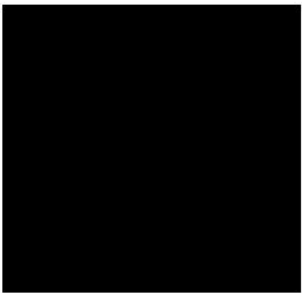
| Type | Item Name | List Price | Net price/Unit | Duration (months) | Quantity | Net Price |
|-------------|---|------------|----------------|-------------------|----------|------------|
| Product | Freshworks Customer Service Suite - Enterprise Annual | GBP 89 | GBP 41.25 | 12 | 140 | GBP 69,300 |
| Add-on | Premium Support | GBP 2000 | GBP 2000 | 12 | 1 | GBP 24,000 |
| Total Price | | | | | | GBP 93,300 |

One-Time

| Type | Item Name | List Price | Net price/Unit | Duration (months) | Quantity | Net Price |
|-------------|---|------------|----------------|-------------------|----------|-----------|
| Service | Customer Service Suite Onboarding-Custom/Enterprise | £5,000 | £5,000 | - | 1 | £5,000 |
| Total Price | | | | | | £5,000 |

| TERMS | |
|---|--|
| <ul style="list-style-type: none">This Service Order Form is governed by the Gcloud Call-Off Contract executed between Customer and Freshworks Inc. on "_____" (the "Agreement"). | |

| Freshworks Inc. | | Customer | |
|-----------------|-------------------------------|-----------|-------------------------------|
| Name | <div></div> | Name | <div></div> |
| Title | Authorised Signatory | Title | Authorised signatory |
| Signature | <div></div> | Signature | <div></div> |
| Date | August 28, 2024 7:45 AM MDT | Date | August 28, 2024 1:03 AM PDT |



STATEMENT OF WORK

2950 S. Delaware Street, Suite 201
San Mateo CA 94403

This Statement of Work (the “SOW”) No. **FRSHW-298397 - Custom/Enterprise Package** is entered into by and between:

| Provider | Customer |
|--|--|
| Freshworks Inc. , a Delaware corporation with offices at 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403 (“ Provider ” which expression shall mean and include its successors and assigns). | Cabinet Office, a corporation with offices at -, 70 Whitehall London Greater London SW1A 2AS England (“ Customer ” which expression shall mean and include its successors and assigns). |
| This Statement of Work (“SOW”), effective as of the last signature date noted below (“Effective Date”), is made pursuant and subject to the terms and conditions of the Agreement). Customer and Provider are individually referred to as “ Party ” and collectively as “ Parties ”. | |

Section 1: Scope of Engagement

I. In-Scope for this Engagement:

- A. Provider's responsibilities will cover out-of-the-box features in-scope for the products mentioned in the Products in Scope table below, and are as defined in “Section 3” of this SOW.
- B. Custom work and migrations, if requested, are as covered in “Addendum A”.
- C. Customer’s responsibilities are as defined in the “Section 2” of this SOW.

II. Out-of-Scope for this Engagement:

- A. Any service or requirement that is not explicitly specified in the “Section 1 - Scope of this Engagement” or Addendum A of this SOW is deemed to be out of scope for this SOW.

III. SOW Term:

- A. The term of this SOW begins on the Effective Date of this SOW and runs for ninety (90) calendar days (“**SOW Term**”).

Product(s) in Scope

Freshworks Customer Service Suite

| Included and Optional Services (prices mentioned are in currency GBP) | | |
|---|-----------------------------|-----------------------|
| Services Included in the package | Implementation Package Name | Enterprise / Custom |
| | Pricing Model | Fixed fee |
| | Assigned Team from Provider | Onboarding Specialist |
| | Deliverables | Remote Training |

Section 2: Engagement Phases, Duration and Responsibility Matrix

In this section R stands for Responsible, A stands for Accountable, C stands for Consulted, I stand for Informed
1. Responsible refers to the team or employee or company who does the work to complete the task.

2. Accountable refers to the team or employee accountable for the thorough completion of the task or activity or types of activities.
3. Consulted refers to the team or employee or company who can provide information for the task or activity or types of activities
4. Informed refers to the team or employee or company who can or needs to be kept informed of progress

| Phase | Activities | Provider | Customer |
|----------|--|----------|----------|
| Training | Identifying the list of topics needed for training. Conducting trainings and preparing training for the set of individuals identified. | AR | C |
| | Identifying a set of individuals for training within the Customer's company. | C | AR |

Section 3: General Assumptions

| | |
|---|---|
| <p>1. All materials from Provider will be provided in the English language. Services will be provided by the Provider during standard business hours, on generally accepted days of operation within the relevant region where the Services are performed, excluding local holidays.</p> <p>2. The scope of this Agreement is purely around Onboarding and Implementation Services being provided by the Provider and not around products or support services.</p> <p>3. Once Provider submits a completed Deliverable to Customer, Customer has five (5) business days to respond to Provider that it is in receipt of such Deliverable ("Acknowledgement Period"). Customer's receipt response must include its acceptance or non-acceptance of the completed Deliverable in writing within the Engagement Acceptance Form attached hereto as Addendum C. In the event that Customer does not provide Provider the Engagement Acceptance Form within the Acknowledgement Period, such absence of a written response by Customer shall be deemed Customer's acceptance of each completed Deliverable. If Customer rejects the completed Deliverable within the Acknowledgement Period, Customer shall furnish Provider with sufficient written detail to clearly identify the reason for non-acceptance so that Provider can correct any material and substantial non-conformity. The Provider will make a reasonable effort to address any non-conformity and receive acceptance from the customer within the duration of the engagement.</p> | <p>6. Additional charges may apply for scope changes, change requests, delays caused by Customer or third parties contracted by Customer, or events that Provider has no control over. Any such changes will be set forth in a change order. All charges associated with scope changes, change requests, or delays will be due on receipt of the invoice by the Customer. With consensus from the Customer, all reasonable travel, meals, and living expenses for all Provider's personnel who travel or are supposed to travel in support of the Engagement shall be billable at cost and all such expenses shall be the sole responsibility of the Customer. Customer shall be charged for any travel expenses that cannot be canceled or refunded.</p> <p>7. In consultation with the Customer the Provider may engage with subcontractors or system integration partners and other third parties for implementation, or custom integrations or data migration needs. All services will be performed remotely unless otherwise agreed to by the Parties in advance. Any onsite services will be subject to expense reimbursement and potentially a change in the scope of services. Data for migration (if required) must be provided by the Customer in a readable CSV format as specified by Provider. For Ticket migration, a record is defined as a company, contact, agent, ticket, note, comment, attachment. For asset migration, a record is defined as an asset. For knowledge base migration, a record is defined as an article. For Problem migration, a record is defined as a problem. For Change migration, a record is defined as a change. For an API/XML-based migration, Provider will only support migration from one</p> |
|---|---|

| | |
|---|---|
| <p>Provider shall not be responsible for delays, due to the lack of access, facilities, cooperation or information requested by the Provider or changes to the approach or engagement services described in this SOW.</p> <p>4. Any Engagement Services started after executing the SOW are non-cancellable, non-refundable, and must be consumed in the time frame mentioned for completion of such Engagement.</p> <p>5. Implementation of new features that are not a part of the Product offering is out of scope for this Engagement. The list of modules and features the Customer can expect to be covered as a part of this Engagement are as per the product plan purchased.</p> | <p>instance of Customer's legacy system to one Freshworks instance. The customer is also responsible for ensuring that the source system has the needed permissions and API limits. For CSV migration, the migration data must be provided in a single CSV file per record type (i.e. Ticket Migration, Note Migration, Asset Migration, Knowledge Base Migration, etc.). Customer must have a data analyst (or similar type of resource) to provide data in the format required by Provider. Provider will not access Customer's legacy system or download migration files provided by the Customer; Customer is responsible for extracting the data and any data cleanup required. Provider will run only one production migration per given set of records or files. Any callouts or issues must be identified during the test migration. Any requests to delete the migrated data in production and re-migrate the data will be considered as new scope.</p> <p>8. Any custom or private development requiring additional hardware, software or platform resources, will need to be provided and owned/hosted by the Customer. It can either be on-premise or cloud hosted with appropriate firewall rules to ensure the resource(s) can communicate with the Provider's products via an API. Bespoke or Custom Integrations, Migrations, Bots, physical presence needed at Customer's site are all out of scope for this Engagement, unless and until specifically included as in-scope.</p> <p>9. If the services outlined in this SOW are not completed within six (6) months after the Effective Date due to material unresponsiveness of the Customer, the services in this SOW will be deemed completed. If the services outlined in this SOW are not completed within six (6) months due to the Provider's reasons, the Provider commits to furnish the deliverable that is in scope for this SOW along with the Customer.</p> <p>10. Any add-ons that have been purchased in addition to what's included in the standard onboarding package must be consumed within the standard onboarding timeline.</p> |
|---|---|

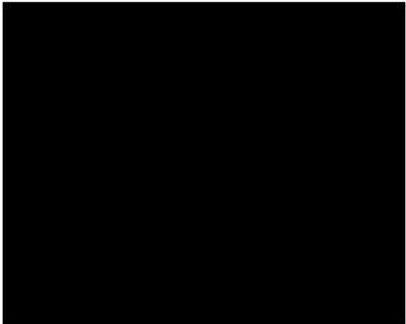
Addendum A: Detailed Scope

Provider to work with Customer to deliver up to 20 (twenty) hours of remote training to customers end users. Term of service is 3 months from SOW effective date. Hours to be consumed within the term.

Signatures for this Agreement

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority, for good and valuable consideration, and pursuant to the terms of the Agreement have executed this Statement of Work.

| Freshworks Inc. | | Cabinet Office | |
|-----------------|----------------------|----------------|----------------------|
| Name | | Name | |
| Title | Authorised Signatory | Title | Authorised Signatory |
| Signature | | Signature | |
| Date | | | |



| Addendum B - Change Request Form | |
|--|--|
| Change Request Form | |
| Customer Name | |
| Customer Contact No. | |
| Customer Email: | |
| Date of Request | |
| Add-On or Change Requested | Migration (or) Bespoke Integration (or) Private App (or) Additional Training (or) Extended Engagement (or) Any other bespoke change requests |
| <p align="center">Detailed description for requested Change</p> <p>All other terms and conditions of the original SOW, unless requested to be modified and amended herein, shall remain in full force and effect.</p> | |
| <p align="center">Reason for Change</p> <p>List all reasons</p> | |
| Additional Information | |
| | |
| <p><i>As an authorized agent of Customer, I hereby acknowledge and request the Changes to the Engagement Services as outlined above.</i></p> | |
| <p>Name:</p> <p>Date:</p> | |

SERVICE LEVEL AND SUPPORT AGREEMENT

This Service Level and Support Agreement (“SLSA”) is entered into by and between Freshworks Inc. and Customer and is subject to the Freshworks Terms of Service located at: <https://www.freshworks.com/terms/> unless Customer has a written Freshworks master services agreement in which case such written Freshworks master services agreement will govern (in either case, the “Agreement”). Capitalized terms used and not defined in this SLSA will have the meanings set forth in Agreement.

This SLSA states the service level commitments (“SLC”) and technical support (“Support”) terms and conditions applicable to Freshworks Inc. (“Freshworks”) service offerings (“Services”) provided by Freshworks directly to the entity identified on the SOF (“Customer”) or indirectly via an authorized reseller, distributor, or other channel partner of Freshworks (“Channel Partner”). Freshworks will not modify the terms of this SLSA during the then-current Subscription Term; however, if Customer renews its subscription to the Services, the version of this SLSA that is current at the time of renewal will apply throughout Customer’s then-current renewal term.

1. SERVICE LEVEL AGREEMENT

1.1 UPTIME COMMITMENT

| | |
|---------------------|------------------------|
| Target Availability | 99.8% of Actual Uptime |
|---------------------|------------------------|

Freshworks will measure Target Availability of its Services and will publish such report on a calendar monthly basis, for the twelve (12) most recent completed calendar months on the respective webpages;

| Freshworks Service(s) | Service Availability Webpage(s) |
|--------------------------|---|
| Freshdesk Support Desk | https://updates.freshdesk.com/ |
| Freshdesk Messaging | https://status.freshchat.com/ |
| Freshdesk Contact Center | https://status.freshcaller.com/ |
| Freshsales | https://updates.freshsales.io/ |
| Freshservice | https://updates.freshservice.com/ |

1.2 SLC DEFINITIONS

1.2.1 “Actual Uptime” means Maximum Availability less Downtime during the applicable calendar month.

1.2.2 “Actual Uptime Percentage” means the percentage resulting from the following expression: Actual Uptime divided by Maximum Availability.

1.2.3 “Available” or “Availability” means the ability for Customer to access the Service(s), including all material features and functionality, during a calendar month.

1.2.4 “Downtime” means the minutes in a calendar month where there is an outage of the Services and it is not Available other than for Permitted Downtime (*as defined below*).

1.2.5 “Emergency Maintenance Period” means the period of time elapsed during any maintenance performed on the Services, which maintenance is required as a result of conditions beyond Freshworks’ reasonable control. Emergency maintenance may be a requirement for security or vital Services functionality.

1.2.6 “Maximum Availability” means the total number of minutes in the calendar month for which the Actual Uptime Percentage is calculated.

1.2.7 “Permitted Downtime” means the minutes in a calendar month the Services are not Available caused by: (a) Customer’s telecommunications or Internet services; (b) software, data, or hardware not provided or controlled by Freshworks, including but not limited to, Third-Party Services as defined in the Agreement; (c) Force Majeure Events; (d) Customer or its Users configuring, integrating or operating the Services in a manner not in compliance with the applicable published Documentation and guidelines or otherwise authorized by Freshworks (e) any Scheduled Maintenance Period, (f) any downtime mutually agreed in advance with Customer in writing or via email, or (g) any evaluation, beta, demonstration, non-production or proof-of-concept uses or versions of the Services.

1.2.8 “Target Availability” means the percentage of Actual Uptime noted in Section 1 above.

1.2.9 “Scheduled Maintenance Period” means the period of time for any scheduled maintenance performed by Freshworks’ product on the Services. A Scheduled Maintenance Period shall not exceed a total of two (2) hours in each calendar quarter.

1.3 SLC CREDITS

1.3.1 During each month of Customer’s purchased Subscription Term to the Services, Freshworks will

make the Services Available during the Target Availability period noted in Section 1.1.

1.3.2 If, during any full calendar month of the purchased Subscription Term, the Actual Uptime Percentage for the specific Service(s) that have been licensed by Customer is lower than the Target Availability, then as Customer's sole and exclusive remedy (other than the termination right in Section 1.4 below), Customer will receive the applicable credits, subject to the terms and conditions of this SLA. Freshworks will provide Customer with credits ("**Service Level Credits**") in accordance with [Table 1.3](#) below. The Service Level Credit(s) will be calculated against Monthly Fees (defined below) and will be applied against future subscription Fees payable to Freshworks for, or refunded in the event of any termination or expiration of this Agreement and/or SOFs (as applicable). For the avoidance of doubt, Service Level Credits may not be exchanged for, or converted to, cash or other monetary amounts. To receive a Service Level Credit, Customer must submit a request to the respective product support specified herein via email within thirty (30) days of such Downtime in excess of the Target Availability. In the event of any dispute between the parties regarding the Actual Uptime Percentage, the parties will coordinate in good faith to resolve any such dispute using available data and reporting from Freshworks, which will be the system of record for such purposes. Freshworks will issue the Service Level Credit(s) to Customer within one (1) billing cycle following the month in which the request occurred. Customer's failure to either submit the support request or provide the request within the time period set forth above will disqualify Customer from receiving a Service Level Credit in relation to Downtime.

1.3.3 Service Level Credits are not available if Customer is not current with payments or is otherwise in breach of the Agreement, unless any unpaid amounts are subject to good faith dispute by Customer as set forth in the Agreement. For purposes of calculating Service Level Credits, "**Monthly Fees**" means the fees paid or payable by Customer for a given month for a given Service that did not meet the Target Availability during such month. "**Service Level Credits**" means the applicable Service Credit % in [Table 1.3](#) multiplied by the Monthly Fees.

TABLE 1.3 SERVICE LEVEL CREDITS

| Actual Uptime Percentage | Service Credit % |
|--------------------------|---------------------|
| > 98.5% but < 99.8% | 2% of Monthly Fees |
| > 97.5% but < 98.5% | 3% of Monthly Fees |
| > 96.5% but < 97.5% | 5% of Monthly Fees |
| > 95.5% but < 96.5% | 6% of Monthly Fees |
| > 94.5% but < 95.5% | 10% of Monthly Fees |
| < 94.5% | 25% of Monthly Fees |

1.4 TERMINATION RIGHT

In addition to Service Level Credits, Customer may terminate the affected SOF on thirty (30) days' prior written notice to Freshworks in the event that Freshworks fails to meet the Target Availability in three (3) consecutive months in a twelve (12) month calendar period. If Customer terminates pursuant to this Section then Customer will receive a pro-rata refund of pre-paid Fees remaining for the then-current Subscription Term.

1.5 SLC NOTIFICATIONS

Scheduled Maintenance Notifications. Scheduled Maintenance Periods will not exceed two (2) hours in each calendar quarter unless mutually agreed in writing (including via email) in advance. Freshworks will provide Customer with at least seven (7) business days' advance notice for standard maintenance required for major releases or otherwise performed in the ordinary course of business and not for Emergency Maintenance Period purposes. Freshworks will use commercially reasonable efforts to schedule Scheduled Maintenance Periods other than during Freshworks normal business hours, excluding weekends and holidays. Scheduled Maintenance Period notifications will be sent through the Services.

Emergency Maintenance Notifications. Freshworks will provide Customer with advance notice for Emergency Maintenance Periods where possible. Emergency Maintenance Periods may occur at any time, as Freshworks deems necessary. Emergency Maintenance Period notifications will be sent to Customer's email address in our records. It is Customer's sole responsibility to ensure the provided email address is current and fully functional.

2. SUPPORT

2.1 Technical Support. During the Subscription Term, Freshworks will provide Support at no additional cost for the Service(s) the Customer has purchased. Freshworks provides Customer with the telephonic, email and online chat support, noted below, excluding regional holidays ("**Business Hours**"). Customer may only designate Users as support contacts ("**Customer Contacts**") to raise support requests with Freshworks. Freshworks will provide English-speaking remote assistance to Customer Contacts for questions or issues arising from any bugs, defects, or errors in the Services, in each case causing the Services not to perform in material conformance with the Documentation ("**Errors**") as further described below, including troubleshooting, diagnosis, and recommendations for potential workarounds for the duration of Customer's applicable Subscription Term.

The following are the Freshworks Support Channels:

| Freshworks Service | Telephonic Support | Email Support | Chat Support |
|--------------------------|--------------------|---------------|--------------|
| Freshdesk Support Desk | Yes | Yes | Yes |
| Freshdesk Messaging | Yes | Yes | Yes |
| Freshdesk Contact Center | Yes | Yes | Yes |
| Freshsales | Yes | Yes | Yes |
| Freshservice | Yes | Yes | Yes |
| Support Hours | 24/5 | 24/7 | 24/5 |

A. Telephone Support (Help Desk): For the applicable Service(s), Customer Contacts may report issues through Telephone calls. Toll-free phone support will be available, in English only, through the Freshworks Support help desk as follows:

Contact Numbers: +1 (866) 832-3090 (US) | +61 2 8188 4692 (AUS) | +44 (800) 808 5790 (UK) | +91 (44) 6667 8040 (IND).

B. E-mail Support: For the applicable Service(s), Customer Contacts may report issues by e-mail in the English language.

| Freshworks Service | Email Address |
|--------------------------|--|
| Freshdesk Support Desk | support@freshdesk.com |
| Freshdesk Messaging | support@freshchat.com |
| Freshdesk Contact Center | support@freshcaller.com |
| Freshsales | support@freshsales.io |
| Freshservice | support@freshservice.com |

C. Chat Support: For the applicable Service(s), Customer Contacts may report issues by chat. Chat support will be available for all Customers across all locations, in English only, through the Freshworks support help desk.

2.2 Target Response Times: All suspected Errors reported to the Freshworks customer support department will be classified and directed to the appropriate team for response.

TABLE 2.2 - SEVERITY LEVELS & TARGET RESPONSE TIMES

| Business Impact Priority Code | Priority Definition | Target Response Times | Support Hours |
|---------------------------------|---|-----------------------|---------------|
| P1 – Urgent (Severity 1) | A critical failure in operational activity of the Services, or an Error that causes the Services to be severely impacted or completely shut down, or Customer's use of the Services is impossible, where no workaround is available. | 2 hours | 24/7 |
| P2 – High (Severity 2) | Errors include high-impact issues in which the Services are inoperative or seriously degraded where a short-term workaround is available. | 4 hours | 24/5 |
| P3 – Medium (Severity 3) | The Error limits the functionality or usefulness of the Services, but the condition is not critical to the continued operation of the Services. A workaround is readily available and can be applied or used with little or no operational impact. | 6 hours | 24/5 |
| P4 – Low (Severity 4) | Minimal problems in the Services arising from a misleading or unsatisfactory component or feature. The problem can be circumvented with no operational impact and there are no data integrity issues. This Severity Level also includes (i) a need to clarify procedures or information in Documentation, (ii) a request for a product enhancement or new feature, (iii) cosmetic or non-functional Errors; or (iv) Errors in the Documentation. Deferred maintenance of "low" Error is acceptable. | 8 Hours | 24/5 |

2.3 Submission of Support Cases. Customer Contacts may submit a support request to the Freshworks webpage or other email or URL as may be designated by Freshworks ("**Freshworks Support Portal**") and the Freshworks support representative will determine the severity level based on the description provided by the Customer

Contacts according to Table 2.2 above (“**Severity Level**”) solely for purposes of having the support request submitted (collectively, a “**Support Case**”). Customer Contacts will ensure that each Support Case submitted will; (a) designate the initial Severity Level of the Error in accordance with the definitions in Table 2.2 above, (b) identify the Services that experienced the error, (c) include information sufficiently detailed to allow Freshworks to duplicate the Error (including any relevant error messages), and (d) provide contact information for the Customer Contact most familiar with the issue.

2.4 Error Response. Once a Support Case is created, Freshworks will acknowledge the Error to Customer and issue a tracking number. The Severity Level of the submitted Support Case is used to determine the target response times listed in the table above. Initially, the Customer may set the Severity Level of a ticket. Freshworks reserves the right to reclassify the Severity Level at any time if Freshworks reasonably believes the classification is incorrect. Unless Customer expressly designates the Severity Level, the Support Case will default to a Severity 4 Error. All target response times will be as set forth in the table above, and with respect to Severity 3 or Severity 4 Errors will commence at the beginning of the next business day for requests for Support Cases that are logged during Freshworks non-business hours. If Freshworks’ Severity Level designation is different from that assigned by Customer, Freshworks will notify Customer of such designation. If Customer notifies Freshworks of a reasonable basis for disagreeing with Freshworks’ designated Severity Level, the parties will discuss in an effort to come to mutual agreement. If disagreement remains after discussion, each party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Severity Level.

2.5 Error Applicability. Freshworks’ ability to replicate and respond to Customer-identified Errors will depend on accurate and detailed information supplied by Customer.

Target response times will run from the earlier of:

- identification of the Error by Freshworks via email; or
- receipt of a phone call stating the correct identification of the Error by Customer

The target response times stated above will not apply:

- where both parties agree, the putative Error is outside of the control of Freshworks;
- where the putative Error cannot be responded to due to Customer’s failure or inability to respond to any Error for which Customer’s participation or Customer’s response is inherently required as part of the response to the identified issue; or
- In the event of a Service Incident, the target response times shall not apply and instead Freshworks will implement its Service Incident communication process. A “**Service Incident**” is an unplanned event affecting multiple Freshworks customers where the Services are unavailable, or performance of the Services is degraded as to render the Services unusable.

3. EXCLUSIONS

Freshworks is not required to provide Support where:

- products, networks, applications, hardware or software not provided by Freshworks as an included component of the Services, including, but not limited to, issues resulting from inadequate bandwidth or related to Third-Party Services;
- Errors or unavailability of Customer Data or Third-Party Services or other information supplied by Customer;
- Use of the Services by Customer or its Users other than as authorized under the Agreement, SOF, or Documentation, including but not limited to, Customer’s unauthorized action or lack of action when required, or from its employees, agents, contractors, or vendors, or anyone gaining access to Freshworks’ network by means of Customer’s log-in credentials, passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
- Errors in or unavailability of equipment, networks, services or devices provided by Customer;
- General Internet problems, or other factors outside of Freshworks’ reasonable control, including Force Majeure Events;
- Evaluation, beta, demonstration, non-production or proof-of-concept uses or versions of the Services.
- Use of any Services after Freshworks advised Customer to modify its use of the Services, if Customer did not modify its use as advised;
- Customer’s failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Services in a manner inconsistent with the features and functionality of the Services (for example, attempts to perform operations that are not supported) or inconsistent with Freshworks’ published guidance;
- Faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- Customer’s attempts to perform operations that exceed prescribed quotas or that resulted from throttling of suspected abusive behavior;
- Service misconfiguration (knowingly or unknowingly) by customer leading to performance degradations;

- Issues related to billing, renewals, or service engagements;
- Extended functionalities such as custom apps & custom codes/scripts, Third-Party Services; or
- Customer's use of the Service in violation of the Agreement.

4. BUG FIXING

Freshworks will investigate Support Cases concerning suspected Errors within the Services for which bug fixes may be required. Freshworks will handle Severity 1 and Severity 2 issues with utmost priority but does not promise any resolution time. Freshworks will engage in and will continue commercially reasonable efforts including incorporating any available work around solutions necessary to resolve any such Errors and will continue to assist Customer to resolve any such Errors. Freshworks will use commercially reasonable efforts to correct the Error or provide a workaround if available to permit Customer to use the Services substantially in conformance with the applicable Documentation. A bug fix or workaround may be provided in the form of a temporary fix, procedure, or routine.

5. CONTACT MATRIX

| Severity Level | Freshworks Support Contact Role | Email address |
|----------------|---------------------------------|---|
| Level 1 | Assigned Support Engineer | support@freshdesk.com / support@freshchat.com support@freshcaller.com / support@freshsales.io / support@freshservice.com |
| Level 2 | Regional Support Manager | TBD |

PREMIUM SUPPORT EXHIBIT

This Freshworks' Premium Support Exhibit ("**Exhibit**") is only applicable to purchased CRM, CX and/or ITSM (in each case, defined below) Freshworks Services (the "**Premium Services**") and is made available in addition to the commitments made in the SLSA. To the extent any portion of this Exhibit conflicts with SLSA, this Exhibit controls with regards to those items only.

6. PREMIUM SUPPORT OFFERING

In addition to the items outlined in Section 2 of the SLSA, "**Premium Support**" includes the following:

1.1 TECHNICAL ACCOUNT MANAGER

Customer will also be appointed a named Technical Account Manager ("**TAM**").

1.2 MONTHLY HEALTH CHECKS

Based on a mutual agreed upon need, there will be **up to 1 Monthly meeting** where the TAM will review with the following topics with the Customer:

- Issues raised by the Customer to the Freshworks Support Portal in the past month and perform a status check on any open cases, bugs, and feature requests
- Identify trends and patterns on issues raised by the Customer and recommend ways to potentially mitigate recurring tickets
- Root Cause Analysis for any Severity Level Errors that the Customer had raised over the past month
- Upon Customer's written request Freshworks will provide a monthly availability report to Customer, not more than once per calendar month (an "**Availability Report**"). Customer may request an Availability Report within the thirty (30) day period following the end of the impacted month.

1.3 QUARTERLY TECHNICAL REVIEWS

Based on a mutual, agreed-upon need, there will be **up to 1 Quarterly meeting** where the Technical Account Manager will collaborate with Customer on the following:

- Technical success planning where the TAM will discuss technical strategies and solutions for Customer's success,
- Review current configuration of all product instances and recommend performance optimizations,
- Identify areas of manual effort and scope for improvement using automations and workflows,
- Analyse usage of all custom applications used by the customer and recommend performance optimizations,
- Recommended new features and possible beta features that would be relevant for the Customer Account,
- Assist with building reports and analytics for periodic review to help Customers manage their instances.

7. PREMIUM SUPPORT SERVICES

During the Premium Support Subscription Term (as set forth in the applicable SOF), Freshworks will provide English-speaking remote assistance to Customer for questions or issues arising from any bugs, defects, or errors in the Premium Services causing it not to perform in material conformance with the Documentation ("**Errors**") including troubleshooting, diagnosis, and recommendations for potential workarounds for the duration of Customer's subscription to the applicable Premium Services. Freshworks reserves the right to alter, modify, expand, or narrow down the scope, functions, and the number of team members for such dedicated team.

2.1 Authorized Agents. Only Agents that are designated by Customer as authorized Premium Support contacts ("**Authorized Agent(s)**") will have their support requests acknowledged, categorized, and responded to in accordance with the Premium Severity Level and Response Time as set forth in Section 3.1 of this Exhibit. Customer will ensure that Customers' Authorized Agent(s) are the sole liaisons between the Customer and Freshworks for Premium Support purposes. Inquiries from Agents who are not Authorized Agent(s) may be directed to Customer's Authorized Agents for certain issues like password resets or other access issues. Customer may designate one (1) primary and up to four (4) backup Authorized Agent(s). Authorized Agent(s) must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for the specific role or implementation phase, specialized product usage, and/or migration.

2.2 Methods of Communication. Premium Support provided by email, chat or phone will be offered twenty four (24) hours per day seven (7) days per week. The following methods may be used to submit suspected Errors:

A. Telephone Support (Help Desk): For the Premium Service(s), Authorized Agent(s) may report issues through telephone calls. Toll-free phone support will be available, in English only, through the Freshworks Support help desk as follows:

Contact Numbers: +1 (855) 480-1371 (US) | +61 18004 13715 (AUS) | +44 (808) 164 1371 (UK) | +91 (44) 6667 8040 (IND).

B. E-mail Support: For the applicable Premium Service(s), Authorized Agent(s) may report issues by e-mail

in the English language.

| Service | Email Address |
|------------------------------------|--|
| Freshdesk Omnichannel Suite (“CX”) | prioritysupport@freshdesk.com |
| Freshsales Suite (“CRM”) | prioritysupport@freshsales.io |
| Freshservice (“ITSM”) | prioritysupport@freshservice.com |

C. Chat Support: For the applicable Premium Service(s), Authorized Agent(s) may report issues by Chat. Chat support will be available for all Customers across all locations, in English only, through the Freshworks Support help desk in the admin tab of the respective Freshworks product.

8. PREMIUM SUPPORT RESPONSE TIMES

3.1 All issues reported to the Freshworks customer support department will be classified and directed to the appropriate team for response. The Business Impact Premium Code definitions are the same as described in the SLSA, with the revised Response Times and Support Hours set forth in the table below. Issues are classified under four Premium levels as shown in the below table:

TABLE 3.1 – PREMIUM SUPPORT SEVERITY LEVELS & RESPONSE TIMES

| Business Impact Premium Code | Target Response Time | Support Hours |
|---------------------------------|----------------------|---------------|
| P1 – Urgent (Severity 1) | 30 minutes | 24/7 |
| P2 – High (Severity 2) | 1 hours | 24/7 |
| P3 – Medium (Severity 3) | 2 hours | 24/7 |
| P4 – Low (Severity 4) | 4 Hours | 24/7 |

Premium Support Escalation Helpline. As part of the Premium Support offering, Authorized Agents may escalate Support Cases, provided the target response times have been missed (as described in the table below).

| Business Impact Code | >30 Minutes | >1 Hour | >2 Hours | >4 Hours |
|----------------------|--------------------------|---------------------------|------------------------------|------------------------------|
| P1 - Urgent | Regional Support Manager | Director, Product Support | Sr. Director, Global Support | |
| P2 - High | Regional Support Manager | | Director, Product Support | Sr. Director, Global Support |
| P3 - Medium | Regional Support Manager | | | Director, Product Support |
| P4 - Low | Regional Support Manager | | | |

*Applicable email address for the various individuals are in the following table below.

| Escalation Level | Freshworks Support Contact Role | Email address |
|------------------|---------------------------------|------------------------|
| Level 1 | | As provided by the TAM |
| Level 2 | ■ Director, Product Support | |
| Level 3 | ■ Sr. Director, Global Support | |

3.2 Response Time Objectives. If Freshworks fails to achieve the Target Response Time specified herein for over 10% of Customer-reported Errors in each month for three (3) consecutive months (a “**Chronic Target Response Time Objective Failure**”), Customer, within thirty (30) days following the occurrence of such Chronic Response Time Objective Failure in the third consecutive month, may elect to revert to the standard SLSA upon providing written notice of such election to Freshworks. Upon any such termination of this Exhibit for a Chronic Target Response Time Objective Failure, Freshworks will, upon written request, refund Customer, on a prorated basis, any premium support fees for the applicable Freshworks product, paid in advance to Freshworks for the corresponding unused portion of Customer’s Subscription Term on a pro rata basis. The commitments and obligations set forth herein apply exclusively to the Response Time Objective and Freshworks makes no representation, warranty, or commitment as to timing of resolution or ability to resolve any Error. Nothing in this Exhibit will be deemed to modify or limit the disclaimer of warranties set forth in the Agreement.

Schedule 3: Collaboration agreement- NOT USED

1. [Buyer name] of [Buyer address] (the Buyer)
2. [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
3. [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
4. [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
5. [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
6. [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address] together (the Collaboration Suppliers and each of them a Collaboration Supplier).

Whereas the:

- Buyer and the Collaboration Suppliers have entered into the Call-Off Contracts (defined below) for the provision of various IT and telecommunications (ICT) services
- Collaboration Suppliers now wish to provide for the ongoing cooperation of the Collaboration Suppliers in the provision of services under their respective Call-Off Contract to the Buyer

In consideration of the mutual covenants contained in the Call-Off Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

1. Definitions and Interpretation

- 1.1. As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:

- 1.1.1. "Agreement" means this collaboration agreement, containing the Clauses and Schedules

- 1.1.2. "Call-Off Contract" means each contract that is let by the Buyer to one of the Collaboration Suppliers
- 1.1.3. "Contractor's Confidential Information" has the meaning set out in the Call-Off Contracts
- 1.1.4. "Confidential Information" means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information
- 1.1.5. "Collaboration Activities" means the activities set out in this Agreement
- 1.1.6. "Buyer Confidential Information" has the meaning set out in the Call-Off Contract
- 1.1.7. "Default" means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties 1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2
- 1.1.8. "Dispute Resolution Process" means the process described in clause 9
- 1.1.9. "Effective Date" means [insert date]
- 1.1.10. "Force Majeure Event" has the meaning given in clause 11.1.1
- 1.1.11. "Mediator" has the meaning given to it in clause 9.3.1
- 1.1.12. "Outline Collaboration Plan" has the meaning given to it in clause 3.1
- 1.1.13. "Term" has the meaning given to it in clause 2.1
- 1.1.14. "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales

1.2. General

- 1.2.1. As used in this Agreement the:
 - 1.2.1.1. masculine includes the feminine and the neuter
 - 1.2.1.2. singular includes the plural and the other way round
 - 1.2.1.3. A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent reenactment.

- 1.2.2. Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.
- 1.2.3. References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.
- 1.2.4. Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.
- 1.2.5. The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

2. Term of the Agreement

- 2.1. This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the “Term”).
- 2.2. A Collaboration Supplier’s duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.

3. Provision of the Collaboration Plan

- 3.1. The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the “Outline Collaboration Plan”).
- 3.2. Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the “Detailed Collaboration Plan”). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier’s respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.
- 3.3. The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.
- 3.4. The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:
 - 3.4.1. approve the Detailed Collaboration Plan

3.4.2. reject the Detailed Collaboration Plan, giving reasons for the rejection

- 3.5. The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.
- 3.6. If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

4. Collaboration Activities

- 4.1. The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.
- 4.2. The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-Off Contract.
- 4.3. The Collaboration Suppliers will ensure that their respective subcontractors provide all cooperation and assistance as set out in the Detailed Collaboration Plan.

5. Invoicing

- 5.1. If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.
- 5.2. Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

6. Confidentiality

- 6.1. Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 6.2. Each Collaboration Supplier warrants that:
 - 6.2.1. any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement
 - 6.2.2. any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party

- 6.2.3. it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for
 - 6.2.4. the purposes of this Agreement by its employees, servants, agents or subcontractors
 - 6.2.5. neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise
- 6.3. The provisions of clauses 6.1 and 6.2 will not apply to any information which is:
- 6.3.1. or becomes public knowledge other than by breach of this clause 6
 - 6.3.2. in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party
 - 6.3.3. received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
 - 6.3.4. independently developed without access to the Confidential Information
 - 6.3.5. required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction
- 6.4. The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

7. Warranties

- 7.1. Each Collaboration Supplier warrant and represent that:
- 7.1.1. it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier
 - 7.1.2. its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes

- 7.2. Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

8. Limitations of Liability

- 8.1. None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 8.2. Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.
- 8.3. Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].
- 8.4. Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].
- 8.5. Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:
- 8.5.1. indirect loss or damage
 - 8.5.2. special loss or damage
 - 8.5.3. consequential loss or damage
 - 8.5.4. loss of profits (whether direct or indirect)
 - 8.5.5. loss of turnover (whether direct or indirect)
 - 8.5.6. loss of business opportunities (whether direct or indirect)
 - 8.5.7. damage to goodwill (whether direct or indirect)
- 8.6. Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:
- 8.6.1. additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default

- 8.6.2. wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default

9. Dispute Resolution Process

- 9.1. All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.
- 9.2. If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.
- 9.3. The process for mediation and consequential provisions for mediation are:
 - 9.3.1. a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator
 - 9.3.2. the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations
 - 9.3.3. unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings
 - 9.3.4. if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives
 - 9.3.5. failing agreement, any of the parties may invite the Mediator to provide a nonbinding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties
 - 9.3.6. if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties

agree on, then any dispute or difference between them may be referred to the courts

- 9.4. The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

10. Termination and Consequences of Termination

10.1. Termination

- 10.1.1. The Buyer has the right to terminate this Agreement at any time by notice in writing to the Collaboration Suppliers whenever the Buyer has the right to terminate a Collaboration Supplier's [respective contract] [Call-Off Contract].
- 10.1.2. Failure by any of the Collaboration Suppliers to comply with their obligations under this Agreement will constitute a Default under their [relevant contract] [Call-Off Contract]. In this case, the Buyer also has the right to terminate by notice in writing the participation of any Collaboration Supplier to this Agreement and sever its name from the list of Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.

10.2. Consequences of termination

- 10.2.1. Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the [contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.
- 10.2.2. Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

11. General Provisions

11.1. Force Majeure

- 11.1.1. For the purposes of this Agreement, the expression "Force Majeure Event" will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any

industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.

- 11.1.2. Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent .this is due to a Force Majeure Event
- 11.1.3. A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 11.1.4. The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event
- 11.1.5. together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.
- 11.1.6. The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

11.2. Assignment and Subcontracting

- 11.2.1. Subject to clause 11.2.2, the Collaboration Suppliers will not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage without the prior written consent of the Buyer.
- 11.2.2. Any subcontractors identified in the Detailed Collaboration Plan can perform those elements identified in the Detailed Collaboration Plan to be performed by the Subcontractors.

11.3. Notices

- 11.3.1. Any notices given under or in relation to this Agreement will be deemed to have been properly delivered if sent by recorded or registered post or by fax and will be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.
- 11.3.2. For the purposes of clause 11.3.1, the address of each of the parties are those in the Detailed Collaboration Plan.

11.4. Entire Agreement

11.4.1. This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties about this.

11.4.2. Each of the parties agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any statements, representation, warranty or understanding will be for breach of contract under the terms of this Agreement.

11.4.3. Nothing in this clause 11.4 will exclude any liability for fraud.

11.5. Rights of Third Parties

Nothing in this Agreement will grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.6. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties will immediately commence good faith negotiations to remedy that invalidity.

11.7. Variations

No purported amendment or variation of this Agreement or any provision of this Agreement will be effective unless it is made in writing by the parties.

11.8. No Waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

11.9. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Process, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Executed and delivered as an agreement by the parties or their duly authorised attorneys the day and year first above written.

For and on behalf of the Buyer

Signed by:

Full name (capitals):

Position:

Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

Collaboration Agreement Schedule 1: List of Contracts

| Collaboration Supplier | Name/Reference of Contract | Effective Date of Contract |
|------------------------|----------------------------|----------------------------|
| | | |
| | | |
| | | |
| | | |

Collaboration Agreement Schedule 2 [Insert Outline Collaboration Plan]

Schedule 4: Alternative Clauses- NOT USED

1. Introduction

- 1.1. This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

2. Clauses selected

- 2.1. The Customer may, in the Order Form, request the following alternative Clauses:

- 2.1.1. Scots Law and Jurisdiction

- 2.1.2. References to England and Wales in incorporated Framework Agreement clause 15.1 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

- 2.1.3. Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

- 2.1.4. References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

- 2.1.5. Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.

- 2.1.6. References to "tort" will be replaced with "delict" throughout

- 2.2. The Customer may, in the Order Form, request the following Alternative Clauses:

- 2.2.1. Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

2.3. Discrimination

- 2.3.1. The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988

- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004 • Work and Families (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

2.3.2. The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

2.4. Equality policies and practices

2.4.1. The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

2.4.2. The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

2.4.3. The Supplier will inform the Customer as soon as possible in the event of:

- a. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- b. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

2.4.4. The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

2.4.5. The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

2.5. Equality

- 2.5.1. The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.
- 2.5.2. The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

2.6. Health and safety

- 2.6.1. The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2. While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3. The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4. The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5. The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7. Criminal damage

- 2.7.1. The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977

or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).

- 2.7.2. If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3. The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.
- 2.7.4. The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Schedule 5: Guarantee- NOT USED

[A Guarantee should only be requested if the Supplier’s financial standing is not enough on its own to guarantee delivery of the Services. This is a draft form of guarantee which can be used to procure a Call Off Guarantee, and so it will need to be amended to reflect the Beneficiary’s requirements]

This deed of guarantee is made on [insert date, month, year] between:

(1) [Insert the name of the Guarantor] a company incorporated in England and Wales with number [insert company number] whose registered office is at [insert details of the guarantor's registered office] [or a company incorporated under the Laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details]]('Guarantor'); in favour of

and

- (2) The Buyer whose offices are [insert Buyer’s official address] (‘Beneficiary’) Whereas:
- (a) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.
 - (b) It is the intention of the Parties that this document be executed and take effect as a deed.

[Where a deed of guarantee is required, include the wording below and populate the box below with the guarantor company's details. If a deed of guarantee isn’t needed then the section below and other references to the guarantee should be deleted.

Suggested headings are as follows:

- Demands and notices
- Representations and Warranties
- Obligation to enter into a new Contract
- Assignment
- Third Party Rights
- Governing Law
- This Call-Off Contract is conditional upon the provision of a Guarantee to the Buyer from the guarantor in respect of the Supplier.]

| | |
|---------------------------|----------------------------------|
| Guarantor Company | [Enter Company name] ‘Guarantor’ |
| Guarantor Company Address | [Enter Company address] |

| | |
|-----------------|--|
| Account Manager | [Enter Account Manager name] |
| | Address: [Enter Account Manager address] |
| | Phone: [Enter Account Manager phone number] |
| | Email: [Enter Account Manager email] |
| | Fax: [Enter Account Manager fax if applicable] |

In consideration of the Buyer entering into the Call-Off Contract, the Guarantor agrees with the Buyer as follows:

Definitions and Interpretation

In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.

| Term | Meaning |
|------------------------|--|
| Call-Off Contract | Means [the Guaranteed Agreement] made between the Buyer and the Supplier on [insert date]. |
| Guaranteed Obligations | Means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract. |
| Guarantee | Means the deed of guarantee described in the Order Form (Parent Company Guarantee). |

References to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call-Off Contract) apply now, and as amended, varied, restated, supplemented, substituted or novated in the future.

Unless the context otherwise requires, words importing the singular are to include the plural and vice versa.

References to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

The words 'other' and 'otherwise' are not to be construed as confining the meaning of any following words to the class of thing previously stated if a wider construction is possible.

Unless the context otherwise requires:

- reference to a gender includes the other gender and the neuter
- references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time
- any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words

References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.

References to liability are to include any liability whether actual, contingent, present or future.

Guarantee and Indemnity

The Guarantor irrevocably and unconditionally guarantees that the Supplier duly performs all of the guaranteed obligations due by the Supplier to the Buyer.

If at any time the Supplier will fail to perform any of the guaranteed obligations, the Guarantor irrevocably and unconditionally undertakes to the Buyer it will, at the cost of the Guarantor:

- fully perform or buy performance of the guaranteed obligations to the Buyer
- as a separate and independent obligation and liability, compensate and keep the Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract

As a separate and independent obligation and liability, the Guarantor irrevocably and unconditionally undertakes to compensate and keep the Buyer compensated on demand against all losses and expenses of whatever nature, whether arising under statute, contract or at common Law, if any obligation guaranteed by the guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the guarantor's liability will be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

Obligation to Enter into a New Contract

If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at the request of the Buyer, enter into a Contract with the Buyer in the same terms as the Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.

Demands and Notices

Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:

[Enter Address of the Guarantor in England and Wales]

[Enter Email address of the Guarantor representative]

For the Attention of **[insert details]** or such other address in England and Wales as the Guarantor has notified the Buyer in writing as being an address for the receipt of such demands or notices.

Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served if:

- delivered by hand, at the time of delivery
- posted, at 10am on the second Working Day after it was put into the post
- sent by email, at the time of despatch, if despatched before 5pm on any Working Day, and in any other case at 10am on the next Working Day

In proving Service of a notice or demand on the Guarantor or the Buyer, it will be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the fax message was properly addressed and despatched.

Any notice purported to be served on the Buyer under this Deed of Guarantee will only be valid when received in writing by the Buyer.

Beneficiary's Protections

The Guarantor will not be discharged or released from this Deed of Guarantee by:

- any arrangement made between the Supplier and the Buyer (whether or not such arrangement is made with the assent of the Guarantor)

- any amendment to or termination of the Call-Off Contract
- any forbearance or indulgence as to payment, time, performance or otherwise granted by the Buyer (whether or not such amendment, termination, forbearance or indulgence is made with the assent of the Guarantor)
- the Buyer doing (or omitting to do) anything which, but for this provision, might exonerate the Guarantor

This Deed of Guarantee will be a continuing security for the Guaranteed Obligations and accordingly:

- it will not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee
- it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person
- if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor
- the rights of the Buyer against the Guarantor under this Deed of Guarantee are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

The Buyer will not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to:

- obtain judgment against the Supplier or the Guarantor or any third party in any court
- make or file any claim in a bankruptcy or liquidation of the Supplier or any third party
- take any action against the Supplier or the Guarantor or any third party
- resort to any other security or guarantee or other means of payment

No action (or inaction) by the Buyer relating to any such security, guarantee or other means of payment will prejudice or affect the liability of the Guarantor.

The Buyer's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by Law. The Buyer's rights may be exercised as often as the Buyer deems expedient. Any waiver by the Buyer of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will only be effective if given in writing and then only for the purpose and upon the terms and conditions on which it is given.

Any release, discharge or settlement between the Guarantor and the Buyer will be conditional upon no security, disposition or payment to the Buyer by the Guarantor or any other person being void, set aside or ordered to be refunded following any enactment or Law relating to liquidation, administration or insolvency or for any other reason. If such condition will not be fulfilled, the Buyer will be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Buyer will be entitled to retain this security before and after the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Buyer from the Guarantor for such period as the Buyer may determine.

Representations and Warranties

The Guarantor hereby represents and warrants to the Buyer that:

- the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
- has the capacity to sue or be sued in its own name
- the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
- the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
- the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgment, decree or permit to which the Guarantor is subject
 - the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets

- all governmental and other authorisations, approvals, licences and consents, required or desirable

This Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

Payments and Set-off

All sums payable by the Guarantor under this Deed of Guarantee will be paid without any set-off, lien or counterclaim, deduction or withholding, except for those required by Law. If any deduction or withholding must be made by Law, the Guarantor will pay that additional amount to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor will pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. The Guarantor will reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this Deed of Guarantee.

Guarantor's Acknowledgement

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee.

Assignment

The Buyer will be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer will not release the Guarantor from its liability under this Guarantee. The Guarantor may not assign or transfer any of its rights or obligations under this Deed of Guarantee.

Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

Third-party Rights

A person who is not a Party to this Deed of Guarantee will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than following that Act.

Governing Law

This Deed of Guarantee, and any non-Contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with English Law. The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of England will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law). The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[The Guarantor hereby irrevocably designates, appoints and empowers **[enter the Supplier name]** [or a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on fax number **[insert fax number]** from time to time to act as its authorised agent to receive notices, demands, Service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Buyer in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the Service of notices and demands, Service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert names]** Director

Director/Secretary

Schedule 6: Glossary and Interpretations

In this Call-Off Contract the following expressions mean:

| Expression | Meaning |
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| Additional Services | Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request. |
| Admission Agreement | The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s). |
| Application | The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform). |
| Audit | An audit carried out under the incorporated Framework Agreement clauses. |
| Background IPRs | <p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p> |
| Buyer | The contracting authority ordering services as set out in the Order Form. |
| Buyer Data | All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer. |
| Buyer Personal Data | The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract. |
| Buyer Representative | The representative appointed by the Buyer under this Call-Off Contract. |

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| Buyer Software | Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services. |
| Call-Off Contract | This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement. |
| Charges | The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract. |
| Collaboration Agreement | An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate. |
| Commercially Sensitive Information | Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive. |
| Confidential Information | <p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential'). |
| Control | 'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly. |
| Controller | Takes the meaning given in the UK GDPR. |
| Crown | The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the |

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| | Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf. |
| Data Loss Event | Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| Data Protection Impact Assessment (DPIA) | An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data. |
| Data Protection Legislation (DPL) | (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy. |
| Data Subject | Takes the meaning given in the UK GDPR. |
| Default | <p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p> |
| DPA 2018 | Data Protection Act 2018. |
| Employment Regulations | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') |
| End | Means to terminate; and Ended and Ending are construed accordingly. |

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| Environmental Information Regulations or EIR | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations. |
| Equipment | The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract. |
| ESI Reference Number | The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool. |
| Employment Status Indicator test tool or ESI tool | The HMRC Employment Status Indicator test tool. The most up- todate version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax . |
| Expiry Date | The expiry date of this Call-Off Contract in the Order Form. |
| Force Majeure | <p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure |

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| | <ul style="list-style-type: none"> the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans |
| Former Supplier | A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor). |
| Framework Agreement | The clauses of framework agreement RM1557.13 together with the Framework Schedules. |
| Fraud | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown. |
| Freedom of Information Act or FoIA | The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation. |
| G-Cloud Services | The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement. |
| UK GDPR | The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679). |
| Good Industry Practice | Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances. |

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| Government Procurement Card | The government's preferred method of purchasing and payment for low value goods or services. |
| Guarantee | The guarantee described in Schedule 5. |
| Guidance | Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence. |
| Implementation Plan | The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding. |
| Indicative test | ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6. |
| Information | Has the meaning given under section 84 of the Freedom of Information Act 2000. |
| Information security management system | The information security management system and process developed by the Supplier in accordance with clause 16.1. |
| Inside IR35 | Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool. |
| Insolvency event | Can be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less |
| Intellectual Property Rights or IPR | Intellectual Property Rights are: <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information |

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| | <ul style="list-style-type: none"> • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction |
| Intermediary | <p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p> |
| IPR claim | As set out in clause 11.5. |
| IR35 | IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary. |
| IR35 assessment | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35. |
| Know-How | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date. |
| Law | Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply. |
| Loss | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly. |

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| Lot | Any of the 3 Lots specified in the ITT and Lots will be construed accordingly. |
| 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. |
| Management Charge | The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract. |
| Management Information | The management information specified in Framework Agreement Schedule 6. |
| Material Breach | Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract. |
| Ministry of Justice Code | The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000. |
| New Fair Deal | The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended. |
| Order | An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes. |
| Order Form | The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services. |
| Ordered G-Cloud Services | G-Cloud Services which are the subject of an order by the Buyer. |
| Outside IR35 | Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool. |

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| Party | The Buyer or the Supplier and 'Parties' will be interpreted accordingly. |
| Personal Data | Takes the meaning given in the UK GDPR. |
| Personal Data Breach | Takes the meaning given in the UK GDPR. |
| Platform | The government marketplace where Services are available for Buyers to buy. |
| Processing | Takes the meaning given in the UK GDPR. |
| Processor | Takes the meaning given in the UK GDPR. |
| Prohibited act | <p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud |
| Project Specific IPRs | Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs. |
| Property | Assets and property including technical infrastructure, IPRs and equipment. |
| Protective Measures | Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and |

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| | evaluating the effectiveness of such measures adopted by it. |
| PSN or Public Services Network | The Public Services Network (PSN) is the government's highperformance network which helps public sector organisations work together, reduce duplication and share resources. |
| Regulatory body or bodies | Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract. |
| Relevant person | Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body. |
| Relevant Transfer | A transfer of employment to which the employment regulations applies. |
| Replacement Services | Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call- Off Contract, whether those services are provided by the Buyer or a third party. |
| Replacement supplier | Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer). |
| Security management plan | The Supplier's security management plan developed by the Supplier in accordance with clause 16.1. |
| Services | The services ordered by the Buyer as set out in the Order Form. |
| Service data | Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data. |
| Service definition(s) | The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement. |

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|--------------------------------|---|
| Service description | The description of the Supplier service offering as published on the Platform. |
| Service Personal Data | The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract. |
| Spend controls | The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service . |
| Start date | The Start date of this Call-Off Contract as set out in the Order Form. |
| Subcontract | Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the GCloud Services or any part thereof. |
| Subcontractor | Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services. |
| Subprocessor | Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract. |
| Supplier | The person, firm or company identified in the Order Form. |
| Supplier Representative | The representative appointed by the Supplier from time to time in relation to the Call-Off Contract. |
| Supplier staff | All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract. |
| Supplier Terms | The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application. |

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| Term | The term of this Call-Off Contract as set out in the Order Form. |
| Variation | This has the meaning given to it in clause 32 (Variation process). |
| Working Days | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| Year | A contract year. |

Schedule 7: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

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 Buyer at its absolute discretion.

- 1.1. The contact details of the Buyer’s Data Protection Officer are: [REDACTED]
- 1.2. The contact details of the Supplier’s Data Protection Officer are: [REDACTED]
- 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 Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below.</p> <p>The processing of personal data in relation to the obligations of the Supplier under the contract for Freshdesk</p> <p>Buyer: The Minister for the Cabinet Office acting as part of the Crown Processor: Freshworks</p> |
| Duration of the Processing | Personal Data will be processed for the duration of the Call-Off Contract. |

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| Nature and purposes of the Processing | The Personal Data processed will be subject to the processing activities required for providing the Services to the Customers per the Service Agreement |
| Type of Personal Data | <p>Correspondence logs and copies may include Information about employees, including name, job title, business unit, department, telephone number, and email address, their recruitment and onboarding information, HR records, and WorkPlace Adjustments.</p> <ul style="list-style-type: none"> • Recruitment data including address and reasonable adjustments, right to work documents and onboarding documents. • HR data including performance, WorkPlace Adjustments, case management, annual leave, sickness, attendance and complaints |
| Categories of data subject | Cabinet Office Employees |
| 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 | <p>Buyer may export all Buyer Data prior to the termination of the Buyer's Account. In any event, following the termination of the Buyer's Account, Buyer Data will be retained for a period of 14 days from such termination within which Buyer may contact Supplier to export Buyer Data; (ii) where the Buyer does not use custom mailbox and uses the e-mail feature, if available within the Service(s), e-mails forming part of Buyer Data are automatically archived for a period of 3 months; and (iii) logs are archived for a period of thirty (30) days in the log management systems, post which logs are retired to a restricted archived cold storage for a period of eleven (11) months (each a "Data Retention Period"). Beyond each such Data Retention Period, Supplier reserves the right to delete all Buyer Data in the normal course of operation except as necessary to comply with Supplier's legal obligations, maintain accurate financial and other records, resolve disputes, and enforce its agreements. Buyer Data cannot be recovered once it is deleted.</p> |

Schedule 8: Freshdesk Omnichannel Customer Engagement Suite

Top and leading clientele of Freshworks include NHS Western Sussex Hospitals, East Midlands Shared Services, Cabinet Office, Oxfordshire County Council, Trainline, London Borough of Barking Dagenham, ITV, Stockport Metropolitan Borough Council, Brewdog and more.

Freshdesk Omnichannel is our unique product offering built ground-up to solve all the unique challenges that come with omnichannel end-user support. Through the omnichannel offering, you can orchestrate workflows across multiple channels like email, chat, call, and social features, and enjoy centralised control over all these channels, right from within Freshdesk Omnichannel.

With Freshdesk Omnichannel, your frontline support agents would have a tool that they love, which saves them time and reduces repetitive work. They can easily work through their tickets, switch between channels, and keep tabs on user issues. Whether they need to help the end-users over the phone, e-mail, chat, or any other channel, they have all the context they need to anticipate and resolve user issues quickly. With our out-of-the-box omnichannel solution, managing user communications across different channels is incredibly easy.

Freshworks offers features that will make omnichannel support incredibly easy! With Omnichannel agent management, Omnichannel Timeline, Omnichannel Dashboard, and Omnichannel agent Statuses, you can manage agents across Freshdesk Omnichannel, Freshchat, Freshdesk Contact Centre, Freshdesk Support Desk, and all the chosen support channels right from within the Freshdesk Omnichannel solution. Support across channels can be streamlined and automated through workflows, and the performance of the helpdesk can be tracked through the Analytics module. To ensure your users get prompt support, you can define SLAs for each channel within Freshdesk Omnichannel, thus keeping your end-user satisfaction numbers high.

Overview of GCloud Service

While Freshworks empowers you with offerings that can aid you in handling your support desk effortlessly, we also ensure that the platform adheres to all the essential security measures. Freshworks products are SaaS-based and are accessible to everyone, from any location provided they have the right permissions. Freshworks has taken into account all the essentials that can enhance your help desk team's end-user support experience and thereby give your users the best experience with your brand.

Freshworks' Omni-channel capabilities are widespread across all the vital aspects of the support desk. Be it the dashboard, SLAs, agent statuses, or the workflows, Freshdesk Omnichannel is the centralised support interface that empowers agents to manage, deliver support, and meet citizens on any channel at any given time. The omnichannel experience gives your agents the chance to receive the complete context on the issue and provide uniform support across channels. Moreover, omnichannel capabilities ensure that businesses can provide a great experience to your end-users

through the user support portal and via Email, Phone, Chat, Social media without switching between multiple tabs.

Freshworks offers a 360-degree view of all the end-user information in a single glance. Each ticket will have the user's profile and conversation history for quick access. With the support desk agents having the complete context at the palm of their hands, they can collaborate with team members and stakeholders to effortlessly help citizens with the right solution within the support desk. Your agents might be spending time just switching between tools and documents every time there is an additional note to add. With the 360-degree coverage within Freshdesk Omnichannel, your agents can have everything they need to know about citizens within Freshdesk Omnichannel.

Freshdesk Support Desk

Users are the epicenter of any business, and happy citizens are what every company strives to achieve through its services. End-user support is critical to upkeep companies' reputation and retains users, which has become the new focus area for organisations. Loyalty goes a long way to help get your values across the mass population, and that's what Freshdesk Support Desk empowers you to achieve. With all these in mind and much more to offer, Freshworks Freshdesk Support Desk is the state of the art End-user Engagement platform built with features that can provide a seamless experience for your citizens. People nowadays look for quicker resolution with minimum wait time and 24/7 support. With Freshdesk Support Desk, you can deploy agents who can offer continuous support and address the users' needs. These agents can be geographically dispersed, yet can provide the necessary support needed via email, portal and can leverage Help Widgets and Bots to be the first line of support, such that no ticket goes unanswered. Freshdesk Support Desk is evolving every day, coming up with features that can add armor to your end-user experience. At the end of the day, what Freshdesk Support Desk can offer is to make sure your citizens are taken care of so that they keep coming back for more.

Freshworks offers end-user support software as a service hosted and delivered to users via the cloud. Freshdesk is hosted on Amazon Web Services and hosts data centres across North America, The EU and Australia. Freshdesk offers 24/7 email support and 24/5 phone chat-based support for users. Freshdesk allows end-user support teams to possess a single platform to manage all the support interactions, regardless of channel, with their citizens making user support streamlined and efficient. We also offer an end-user web portal as a part of the help desk solution. The desk agents can gather users' inquiries, post announcements, and allow the citizens to engage with you through the portal. The users can use Freshdesk's self-service portal to raise tickets, access the knowledge repository, and understand the tickets' progress. The user will be able to view details of all the tickets raised, monitor the progress, and even provide further comments to the agent. Other key features include:

- Comprehensive Ticket Management with canned responses, field service management, parent/child functionality, live agent collaboration and many more.
- Powerful Automations including ticket assignment rules, time-based and event-based actions to improve productivity.

- Gamification Mechanics to keep agents competitive and motivated
- Robust Reporting and Analytics features including live drill-down dashboards, metrics, leading practice reports.
- Mobile Apps to monitor the buyer's helpdesk on the move

Freshdesk Contact Center

Freshdesk Contact Center is our intuitive, all-in-one contact centre solution designed for user support, sales, IT, and HR teams. Freshdesk Contact Center brings together the best of traditional telephony features like Interactive Voice Response (IVR) and advanced capabilities like Smart Escalations and Customisable Performance Reporting and robust Analytics to help you set up state-of-the-art communications operations with its cloud-based architecture. Freshdesk Contact Center offers phone numbers in over 90 countries, requires zero telecom hardware, and is extremely easy to use. Freshdesk Contact Center takes pride in being a reliable phone system with an uptime of 99.97% in 2019, and our call quality is rated 5/5 by our users. Freshdesk Contact Center has been designed with a linear set-up process that enables business process owners to set up and maintain a call centre without any technical pre-requisite. It provides managers and administrators with specialised features such as live dashboards, service-level monitoring, call recordings, appending to tickets and allowing calls to be answered through Freshdesk. Furthermore, agents can answer calls on the go via iOS and Android apps that can be downloaded through Google play store and iTunes. The Freshdesk Contact Center platform is compatible with 90+ countries phone numbers. allows agents to answer calls on the go via iOS and Android apps that can be downloaded through Google play store and iTunes. Other key features include:

- Call queues and IVRs allow admins to set up multi-level IVRs or call queues to segment their callers effectively and distribute call load among agents according to their availability. This can be extended through leveraging speech-enabled IVRs.
- Call and Voicemail Recording capabilities with automated and manual (IVR) opt-out to support internal PCI compliance governance.
- Smart Escalations: Call centre managers can set up calls flows or fallback options that handle user calls when no agents answer them.
- Queue Call Management: Enhanced call queue wait time functionality, including requesting a callback. These highlight important user experience details, such as queue wait times, to drive continuous service improvements.
- Voicemail Transcription and Canned Voicemails: Pre-record voicemail templates to save time and increase message consistency.
- Live Dashboard: provide supervisors and managers with a real-time snapshot of calls, agents, service levels, queues and how callers are being handled.

- **Extensive Reporting:** curated reports that analyse key aspects of call centre operations, as well as custom reports that supervisors can build from scratch.
- The Call Widget allows agents to answer calls from Freshdesk, Freshservice or Freshsales without switching app screens.
- Call Centre Mobile App allows agents to manage calls from their own iOS or Android devices.
- Agents can now connect their SIP Phones to Freshdesk Contact Center and choose to answer calls from their desk phones instead of a web browser.

Freshchat

Freshchat is our AI-powered messaging and engagement platform that allows you to engage with your users wherever they are. It is created to meet the demand generation and the user support needs of large and small sales and support teams. Our chat offering makes the chatting and messaging experience intuitive across all the channels that are preferred by your users, such as web, mobile, and social messengers like WhatsApp, Apple Business Chat, and more. Agents can respond to your citizens in seconds using bots and AI that focus on intent, and delight them with proactive campaigns to users based on user behaviour, actions, and other conditions that sum up the features required to create a delightful experience for your citizens. Users can now instantly get complete answers, not just suggestions, to their queries through chat, on their mobile devices, through the web, and on social media platforms. Prompt responses to the users with an accurate understanding of their query are salient features bound to have a great impact on the end-user experience. Freshchat platform enables businesses to have fluid conversations and real-time engagement with users. It modernises support, sales and other business functions with a refreshingly easy-to-use, simple-to-configure messaging and chatbot solution in the cloud. This makes it adaptable to sales, support and engagement use cases. It is intuitive to set up, easy-to-use for both agents and end-users. Freshchat has been designed to be integrated and used within Freshdesk. The platform allows agents to use Freshdesk as a single source of truth to answer chats and calls. Other key features include:

- **Easy to Access, Use and Configure:** Allow administration of Freshchat is undertaken via a graphical console that requires little to no technical prerequisites.
- Use the combined power of Proactive Messaging, bots, and contextual data to elevate lead conversion and end-user service experience.
- Features like user segmentation, In-app Campaigns, and campaign insights help segment users, personalise messages and convert signups into active, engaged users.
- Deliver User Satisfaction at scale with intelligent routing, focussed message threads, a self-service that resides inside the messenger, and connected workflows with external support apps.

Integrations

Freshworks provides an open platform that allows you to bring in data from other applications to provide a full 360-degree view of the customer. Freshdesk has Integration capabilities built within the platform to empower end-users to seamlessly support their existing systems within the solution. Overall you can use the following strategies to accomplish this:

REST APIs: Freshdesk APIs belong to the REpresentational State Transfer (REST) category. This means that they can be used to perform "RESTful" operations like reading, modifying, adding, or deleting data between Freshdesk and external Applications.

<https://developers.freshworks.com/>

Marketplace: Freshworks has over 1000+ integrations available in our marketplace. Extending the functionality of Freshworks customer support software through integrations for a seamless experience has always been one of our strong assets and we are excited to let the support-desk team know that the integrations can be done in a much more convenient way – pick and choose apps much like you could e-shop from a website! All these established integrations are available in our marketplace.

<https://www.freshworks.com/apps/>

Webhooks: Your support team can integrate with other tools using webhooks. Through webhooks, you can push data to third-party applications securely and reliably. Freshworks also supports a native integration to our CRM and customer success solutions. The platform supports two-way sync where you can view support tickets in real-time and empower account managers with rich customer data within Freshdesk.

Custom Apps: Freshworks provides a full SDK that you can use to develop custom apps that can integrate to 3rd party software apps and pull in relevant data in Freshworks. For more involved integrations, we can help you build a custom application with middleware solutions to exchange data with other systems.

Serverless Apps: The Freshworks app development platform includes a serverless environment to enable you to create apps that run in response to events. You can also use serverless apps to create custom automations, data synchronization, alerts and notifications, and server method invocation.

Associated Services

Please refer to SFIA rate card for day rates.

Data Protection

Information Assurance

Over 60,000+ customers across the globe trust us with their data security. We back ourselves up with robust data security and privacy practices that form an integral part of our product engineering and service delivery principles. Freshdesk platform delivers enterprise-grade security to delight managers with IP and domain whitelisting, JWT Authentication, data encryption, and other cyber essentials. Following the tenets of security by design, security is at the heart of building our products, securing your data, and providing high resiliency.

Freshworks is recognized as a market leader in customer and employee engagement solutions. Our helpdesk solution, Freshdesk, follows the “out of the box” model and relies on configuration, not on coding, resulting in an easy-to-use and scalable solution. It is a multi-tiered service-oriented architecture that is designed to be highly scalable, responsive, and fault-tolerant. Freshdesk is hosted on Amazon Web services (AWS), a highly resilient architecture that offers more scalability in terms of hosting your data in the cloud environment. This allows you to handle at least 20K+ messages at ease. AWS is also exceptional with highly scalable DNS that routes users to the best end-point based on latency, geo-proximity, and other considerations. This architecture is built with sturdiness and endurance factors in mind that ensure high availability for the product and data. The data retention periods deletion/export options are part of the Terms of Service available at www.freshworks.com/terms. Post such retention period, data will be securely removed from production servers and our encrypted backup. All customer data are stored and processed in AWS data centres. AWS classified all storage media as confidential and accordingly has a stringent security process to scrub and degauss all its storage media before it is retired or removed from the premises for maintenance. The process is covered as part of the several independent security certification processes held by AWS.

Data Back-Up and Restoration

We maintain a history of two kinds of data: application logs from the system, and application and customers’ data. All data is stored in Amazon’s state of the art cloud computing platform, AWS. Backups are taken every five minutes at multiple locations. Application logs are maintained for a duration of 90 days. Customers’ data is backed up in two ways:

1. A continuous backup is maintained in different data centres to support a system failover if it were to occur in the primary data centre. Should an unlikely catastrophe occur in one of the data centres, businesses would lose only five minutes of data.
2. Data is backed up to persistent storage every day and retained for the last seven days.

The data at rest is encrypted using AES 256 bit standards (key strength -1024) with the keys being managed by AWS Key Management Service. All data in transit is encrypted using FIPS-140-2

standard encryption over a secure socket connection for all accounts hosted on the Freshdesk domain.

Regular assessments are conducted on such service providers to ensure data is processed fairly, and that data is processed only for purposes it was collected. Apart from evaluation for technical requirements, an examination for data protection measures, compliance with Freshworks' security requirements, and security audit report review are conducted before onboarding the service provider. Various checks on the service provider's vulnerability, patch management processes for intrusion protection capabilities in AWS environments are reviewed. Copies of the access management process, third-party vulnerability testing reports, SOC2 reports, ISO 27001 reports, etcetera, are shared by the service partner and reviewed by Freshworks. Provision for breach notification in the event of unwarranted data incidents and necessary security measures for protection and recovery of data is made part of data processing agreements between such service providers and Freshworks. We have top-down governance and security in our DNA that lets us constantly wade through our threat vectors and calibrate to strengthen our security posture. That way, we align with the changing business and technology landscape.

Business Continuity and Disaster Recovery

Freshdesk has the ability to recover itself from a failed or interrupted system process without loss of data or integrity. It maintains transaction integrity and enables point-in-time recovery in the event of a failure. A continuous data backup is maintained in different data centers to support a system failover if it were to occur in the primary data center. Should an unlikely catastrophe occur in one of the data centers, you would lose a maximum of five minutes of data. Our Recovery Point Objective (RPO) is 5 minutes, while the Recovery Time Objective (RTO) is 2 hours.

Freshworks has a formal Business Continuity Plan (BCP), and Disaster Recovery Plan (DRP) defined and implemented to enable people and process support during any crisis or business interruptions. Appropriate roles and responsibilities have been defined and documented as part of the BC plan. Freshworks Information Security Office and the Customer Manager will be responsible for communication and notification during a crisis. The BCP and DR Plan are tested and reviewed yearly by the Freshworks Information Security Officer and approved by the CSC. Every year, training on BCP and DRP requirements is provided to all relevant employees involved in the process. The BCP and DR plan of Freshworks is reviewed and audited as part of ISO 27001 standards and SOC 2 Type II covering availability as one of the trust service principles.

Business Impact Assessment (BIA) is carried out for all applicable processes, forming the basis for BC planning. All critical operations, processes, and facilities are included as part of BIA, and accordingly, BCP and DRP requirements are planned. Dependencies have been identified, and all applicable strategies have been considered part of the BCP and DRP requirements.

Privacy by Design

Freshworks is committed to providing secure products and services by implementing and adhering to requirements under GDPR, both as a data controller and processor. Freshworks has a comprehensive GDPR program headed by the legal team with able assistance from the information security team, which is supported by key privacy principles - Accountability, Privacy by Design and Default, Data Minimization, and Subject Access Rights. Programs, projects, and processes at Freshworks are aligned to GDPR Privacy Principles right from the inception of an idea or project, thereby supporting Privacy by Design and Default principles.

Freshworks privacy practices, both as a controller and a processor can be found at <https://www.freshworks.com/privacy/>. As a processor, Freshworks offers a data processing addendum online to its customers (controllers) at the Freshworks Data Processing Addendum page linked here - <https://www.freshworks.com/data-processing-addendum/>, as part of the sign-up terms and conditions.

Freshworks has completed the following as part of the GDPR implementation:

1. Data privacy impact assessment while employing new technologies
2. Maintaining Data Processing Records
3. Sub-processor due-diligence
4. Privacy-by-design with product features that also enables our customers to comply with their obligations under GDPR
5. Monitoring and governance process
6. Periodic reviews of policies and procedures applicable to data protection

Using the service

Ordering and Invoicing

If an organisation wishes to engage in conversations with Freshworks, they should email the contact details at the bottom of this document and state the nature of their interest. Thereafter, Freshworks will respond, most likely attempting to organise an initial call to understand more about the requirements. Post the initial call, Freshworks will likely request for any additional information captured by the prospective customer (e.g. requirements) that would supplement this initial understanding. There may then be future meetings (depending on the complexity of requirements / search process) or the next step could equally be for the prospective customer to engage in an online / onsite demo followed by an active evaluation of the product (trial).

Regarding invoicing, Freshworks would work very closely with the prospective customer throughout the entire process (phone, email and sometimes face-to-face if necessary). This would include the review, amendment of and signature of any order forms, contracts or addendums.

| Addendum C : Engagement Acceptance Form | | | | |
|---|-------------------|-----------------|-------|----------------------|
| Customer Name: | | PE/PM Name: | | |
| Project Phase: | | Date Completed: | | |
| Signoff Criteria: {Note: Description of task or phase completed.} | | | | |
| Deviations/Omissions: | | | | |
| Impact of Deviations/Omissions, if any: | | | | |
| | Monetary: | | | |
| | Resource: | | | |
| | Deliverable: | | | |
| | Other: | | | |
| Problems or issues that may prevent acceptance: (Note: identify steps to resolution, if any.) | | | | |
| Signatures: | | | | |
| Submitted for acceptance by: | | | | |
| Freshworks Signatory: | _____ | Date: | _____ | |
| | <Enter name here> | | | |
| <i>As authorized agent of Customer, I hereby acknowledge <completion or rejection> of the project tasks outlined above.</i> | | | | |
| Customer Signatory: | _____ | Date: | _____ | Approved Rejected |
| | <Enter name here> | | | |

Pricing Overview

Please refer to our pricing document and rate card for details of costs.

Availability of Trial Service

Freshworks offers a 21-day fully-functional free trial, during which all signups are given full access to the Freshdesk ~~Freshservice ITSM solution Forest Plan~~ (including Freshcaller, Freshchat and Freshrelease) for 21 days, free of charge. During this period, Freshworks product experts help with initial setup & guide the prospective customer through their evaluation, also free-of-charge - this may include onsite support. After the 21-day evaluation period, upon contacting Freshworks (as per the Ordering process above), the service can be extended to continue using the product. Please sign up at the following page: www.freshdesk.com/signup.

On-Boarding, Off-Boarding, Service Migration, Scope etc.

Freshdesk is designed to be intuitive and easy to use. Configurations settings are explained via in-app tour buttons as well as through support documentation. A dedicated UK product expert is available over phone or e-mail to offer advice/ guidance regarding initial configuration, training, any customization requirements, implementation, and on-going support. Freshworks encourages prospective customers to schedule a demo with a UK-based product expert, who can understand core requirements and suggest the best-tailored implementation plan. Freshworks will provide a product expert at the time of going live and will dedicate a specific contact based in the UK to work with the project team, along with a technical account manager (TAM) for support questions, and an account manager for relationship and connectivity questions into the Freshworks organization.

The key elements of a successful onboarding process include:

- Identifying the key business stakeholders and product owners who can provide the current pain points and have the authority to make the change & drive it.
- Having a clear communication on what is expected out the scope of implementation and define the RACI chart for better engagement
- Define the Goal and have a project plan with timeframe and budget
- Clear identification of what will be part of the MVP (Most Viable Product) and what is in the long term goalThe business owner should drive the requirements from the crossfunctional team and clearly identify the MVP & score creep and bring in the process change wherever required.
- Use this new change as an opportunity to clean up the existing data and avoid migrating the old junk data which is not helping the business.
- Working session and knowledge transfer of the currents systems and integration scope.
- Identify the technical contact points and any development required from the in-house or external platforms.
- Plan for the Product user training (onboarding) and share the industry best practices

- Go-live plan: on current system cut off-plan, data migration, activating the new platforms and integration and delta migration.
- Post-Go-Live support process & feedback collection mechanism.

Freshworks will dedicate the following resources to effectively off-board public sector customers:

- Account Manager for relationship and connectivity into the organisation.
- A product specialist for technical configurations.
- A TAM for ongoing support questions.

Upon termination, Freshworks will delete all customer data. All obligations except those, which survive by their nature, shall survive.

Training

Freshworks believes training is one of the key factors to increase the adoption of the tool. After assessing the training needs of the customer, the Freshworks implementation team will come up with a training plan. Training will be customized based on the customer's help desk portal (Post Freshdesk implementation). All supporting materials and training resources will be available as part of the package; apart from the in-product 1st-time experience suggestion like setting up the support channels and navigating within the tool. We have an abundance of training resources available online to ensure our customers get the help needed throughout their journey with Freshworks. Right from setting up the tool to be able to excel in managing the tool. Freshworks academy has training materials for all types of stakeholders using the tool (Agents, Admins, and End-user). Additional support, like video tutorials and Knowledge-based solution articles, can also be used by our customers to get the required solution. We also have an active community forum to enable our customers to interact with other customers and our product team on any feature request, Ideas, issues that our product team reviews, and provides updates/solutions.

Implementation Plan

We believe that software is not just about licences, but it is about the user, people, organisations and ultimately about delivering customer value. Therefore, we created a professional services team within Freshworks, that helps the customer to gather requirements, consult on best practices, configure the product together, train resources and assist during the go-live/transition phase into the steady-state. All services members are trained, experienced industry members with many years of experience in their respective fields. Our implementation process is designed to be flexible, thorough and quick. The design of the product is intuitive, supports easy customisations, and supports API calls from external systems which can be done swiftly owing to thorough API documentation. Our enhanced implementation methodology involves a framework-driven approach along with core components to deliver outstanding services to you that are customised to your technical and functional needs.

Engaging Model

We engage with our customer via the Direct Partnership Model, where we start with a discovery workshop that aligns project expectations by undertaking a joint project kick-off session. The workshops are designed to ensure a total understanding of the customer's requirements, including the specific requirements of each module, starting with the Incident module and service request process. We will also ascertain how many resources will be required to deliver the project to ensure that we can provide sufficient manpower. Freshworks will be responsible for taking the minutes of these workshops, which will be shared with the customer, via cloud technology.

Service Management

Freshworks has a 99.8% availability each calendar month (the "Uptime Commitment"). The availability of Freshworks for a given month will be calculated according to the following formula (referred to herein as the "Availability"): Where: Total minutes in the month= TMM; Total minutes in month unavailable = TMU; and: Availability = $((TMM - TMU) \times 100) / TMM$.

Service Constraints

Freshworks will not be considered to be unavailable for any outage that results from any maintenance performed by Freshworks of which Customer is notified at least 24 hours in advance.

Service Levels & Support

The following is the scope of support services that are in general offered by Freshworks to its customers. However, the scope of service will primarily depend on the plan the Customer falls under at any particular time.

- **Telephone Support (Help Desk)** - Toll-free phone support will be available, in English only, through the Freshworks Support help desk as follows:
 - All locations +44 (800) 808-5790
 - Hours: 24 hours (Monday- Friday)
- **E-mail Support** - Customer's authorized personnel may also report issues by e-mail in the English language to support@freshdesk.com. Freshworks welcomes Customer feedback and comments and Customer may forward such information to Freshworks by e-mail to support@freshworks.com.
- **Excluded from Support** -
 - Services related to third-party products
 - Errors in any End User Data or other information supplied by Customer
 - Errors not attributable to the Freshworks products' service
- **Customer Responsibilities:**
 - Follow the Support procedures identified by Freshworks.
 - Assist Freshworks in its efforts to diagnose and resolve a reported issue.

- Follow the instructions in the user guides and product documentation, including maintaining the minimum end user system requirements.

Response Times

All issues reported to the Freshworks customer support department will be classified and directed to the appropriate team for response. Issues are classified under four severity levels as shown in the below table:

| Severity Definitions | Description |
|----------------------|---|
| Severity 1 (Urgent) | The impact on business is severe with many users unable to perform their normal work, or there is a serious, adverse business / financial impact. The users have no readily available alternative way of performing their normal work |
| Severity 2 (High) | There is a significant impact on business. The users are having difficulty performing part of their normal work. Workaround solutions can be implemented but with significant degradation of productivity. |
| Severity 3 (Medium) | There is no immediate impact on business with only a few users affected. The users are inconvenienced by the problem but have alternative ways of performing work with nominal productivity impact. |
| Severity 4 (Low) | Additional development or enhancement services which are not critical in nature. |

| Response Severity | Response Time |
|---------------------|---------------|
| Severity 1 (Urgent) | 2 Hours |
| Severity 2 (High) | 4 Hours |
| Severity 3 (Medium) | 6 Hours |
| Severity 4 (Low) | 8 Hours |

The Freshworks support representative will determine the severity level based on the description provided by Customer. Once a case is created, Freshworks will acknowledge the issue to Customer and issue a tracking number. The priority level of the submitted ticket is used to determine the response time promises listed above. Initially, the Customer may set the priority level of a ticket.

Freshworks reserves the right to reclassify the priority level at any time if Freshworks reasonably believes the classification is incorrect.

Freshworks' ability to replicate and respond to Customer issues will depend on accurate and detailed information supplied by Customer. Response times shall run from the earlier of:

- identification of the issue by Freshworks via email; or
- receipt of a phone call stating the correct identification of the issue by Customer. Freshworks will respond to Customer via phone and email in the event of "urgent" and "high" priority support requests and via email for all other support requests.

The response times stated above shall not apply:

- where both parties agree, the issue is outside of the control of Freshworks; or
- where the issue cannot be responded to due to Customer's failure or inability to respond to any issue for which Customer's participation or Customer's response is inherently required as part of the response to the identified issue.

Freshworks may correct a Program Error by providing a fix or a reasonable workaround. Freshworks shall handle Severity 1 and Severity 2 issues with utmost priority but does not promise any resolution time. Freshworks shall engage in and shall continue all commercially reasonable efforts including incorporating any available work around solutions necessary to resolve any such issue and will continue to assist Customer to resolve any such issue.

Escalation Procedures

Level 1 - support@freshworks.com (assigned TAM Engineer)

Level 2 - [REDACTED]

Level 3 - [REDACTED]

Level 4 - [REDACTED]

Outage and Maintenance

In the event a customer is not currently within their payment obligations when an outage occurs, remedies will accrue, but service credits will not be issued until Customer becomes current in its payment obligations.

Freshworks owns the complete application support and maintenance for customer's Freshdesk instance. This includes 24x7 technical support to troubleshoot any issue the customer may face or to answer any customer query. Customers will also be provided with a Technical Account Manager who will be a single point of contact with complete context on customer's configuration

settings and use cases (as shared by the customer). Additionally, Freshworks also has an active Network Operations Team that monitors the network traffic to Freshdesk accounts globally.

In order to receive service credits, the customer must submit a written request to us with support@freshworks.com, within 30 days after the end of the month in which Freshworks failed to meet the uptime commitment, or customer's right to receive service credits with respect to such unavailability will be waived.

Financial Recompense Model for not Meeting Service Levels

| Actual Percentage | |
|---------------------|---|
| > 98.5% but < 99.8% | of Monthly Fees 2% |
| > 97.5% but < 98.5% | of Monthly Fees 3% |
| > 96.5% but < 97.5% | of Monthly Fees 5% |
| > 95.5% but < 96.5% | of Monthly Fees 6% |
| > 94.5% but < 95.5% | 10% of Monthly Fees, and ability to immediately terminate without further liability, provided that notice to terminate will be provided not greater than 30 days from the end of the month in question. |
| 94.5% < | 25% of Monthly Fees and ability to immediately terminate without further liability, provided that notice to terminate will be provided not greater than 30 days from the end of the month in question. |

Provision of the Service

Customer Responsibilities

Customers should follow the support procedures outlined in this document:

- Assist Freshworks in its efforts to diagnose and resolve a reported issue
- Maintain minimum end user system requirements.
- Customers may not use the service to store, host, or send unsolicited email (spam) or SMS messages.
- Customers may not use the service to transmit any viruses, worms, or malicious content.
- Customers shall maintain the privacy and security of its account.
- Freshworks will not be held liable for any damage or loss that may result from the customer's failure to protect customer's login information, including customer passwords.

Non-functional and Browser Requirements

Freshworks EES is accessed over the Internet with a stable and minimum bandwidth requirement of 1mb/s or more. Our platform, being a cloud-based application, can be accessed through the Google Chrome web browser (57 and higher), Mozilla Firefox web browser (52 and higher), Microsoft Edge web browser (11 and higher/latest 2 versions), Apple Safari web browser (versions 10 and higher), etc. We provide this to ensure that [ClientName] and the agents have a seamless experience using Freshworks. We provide a fully functional app environment for iOS, Android OS, and mobile browsers. The mobile app for Freshworks lets you support your customers, on the go, through your smartphone or tablet device. You can resolve issues quickly with solution articles, scenario automations, canned responses, and more. Both customers and agents may access and create tickets from a mobile environment.

Outcomes/Deliverables

- Great customer support experience for end-users Omni-channel experience
- Faster response times for customers Accountability and ownership across teams
- Automation of repetitive and arduous tasks
- Efficiency in working with many enquiries, collaborating with team members and obtaining context about each enquiry
- Ability to understand bottlenecks, performance and trends through reports.

Development Life Cycle of the Solution

Product upgrades are carried out on a weekly basis, however, most of these releases are undertaken with no functional changes to the product and are primarily security patches and platform improvements. Features are pushed out as and when they become available. This is done six times a year at present, but this may increase if the speed of releases is changed. These releases are designed to minimise impact as the live production instance of Freshdesk is switched to a failover instance and then once the upgrade/ patch is loaded, tested and certified to be stable, the live instance is then switched back to production. This highly resilient infrastructure has resulted in 99.8% availability. All upgrades are seamless and don't require any retrofitting of code.

All builds are put through stringent functionality tests, performance tests, stability tests, and UX tests before the build is certified as "Good to go". Freshworks follows a blue-green deployment strategy for deployment of changes to the production environment that facilitates the introduction of new changes without any downtime and provides us the option to roll-back without impacting any existing users. Typically for routine deployment of enhancements do not require any downtime. Typically, on a yearly basis Freshworks perform major upgrades to the product that might require a minor downtime. All customers will be provided adequate advance notice of more than a week for such planned downtime and it will be typically scheduled during the low usage time of the product. Our Service upgrade SLA is at 99.8%.

Termination Process

Customers may export all Service Data prior to the termination of the Customer's Account. In any event, following the termination of Customer's Account by either party, Service Data will be retained for a period of 14 days from such termination within which Customer may contact Provider to export Service Data; (ii) where the Customer does not use custom mailbox and uses the e-mail feature, if available within the Service(s), e-mails forming part of Service Data are automatically archived for a period of 3 months; and (iii) logs are archived for a period of thirty (30) days in the log management systems, post which logs are retired to a restricted archived cold storage for a period of eleven (11) months (each a "Data Retention Period"). Beyond each such Data Retention Period, Freshworks shall delete all Service Data in the normal course of operation except as necessary to comply with Freshworks' legal obligations, maintain accurate financial and other records, resolve disputes, and enforce its agreements. Service Data cannot be recovered once deleted.

Where customers cancel the account due to any breach or default on the part of Freshworks, Freshworks shall refund the proportionate amount for the months the services were not utilised. In all other cases, customers will not claim refund of the fee, but customers will not be liable to make any additional payments.

Certificate Of Completion

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| Source Envelope: | | |
| Document Pages: 108 | Signatures: 6 | Envelope Originator: |
| Certificate Pages: 5 | Initials: 0 | Deal-desk-docusign |
| AutoNav: Enabled | Stamps: 3 | 2950 S Delaware St Suite 201 |
| EnvelopeId Stamping: Enabled | | San Mateo, CA 94403 |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | | deal-desk-docusign@freshworks.com |
| | | IP Address: 14.98.113.242 |

Record Tracking

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| 8/27/2024 8:59:09 AM | deal-desk-docusign@freshworks.com | |

| Signer Events | Signature | Timestamp |
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Electronic Record and Signature Disclosure:
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Certified Delivered | Security Checked | 8/28/2024 6:43:57 AM |
| Signing Complete | Security Checked | 8/28/2024 6:44:03 AM |
| Completed | Security Checked | 8/28/2024 6:44:13 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Freshworks:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Legal@freshworks.com

To advise Freshworks of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Legal@freshworks.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Legal@freshworks.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Freshworks

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Legal@freshworks.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Freshworks as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Freshworks during the course of your relationship with Freshworks.