



G-Cloud 15

**PwC Software as a Service
(SaaS) Terms**

Lot 2b

January 2026



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Software as a Service (Saas) Terms

The PwC G-Cloud Software as a Services (Saas) terms apply to the PwC Software as a Services (Saas) Lot 2b of G-Cloud 15.

1. Introduction

1.1 Terms – These terms form part of the Call-Off Contract for the Services and/or Deliverables that Buyer have engaged us to provide under the Software as a Service (Saas) Lot 2 of the G-Cloud 15 Framework agreement unless otherwise agreed in the Call-Off Contract. Any changes to these terms will be discussed in good faith between the Parties and including but not limited to any of our proprietary and/or third-party licensing terms applicable to the Services and/or Deliverables envisaged. Buyer's responsibilities and any assumptions and/or dependencies will be agreed between the Parties in good faith to reflect the scope and nature of the Services and/or Deliverables and these will be set out in the Call-Off Contract or otherwise agreed between the Parties in writing. Capitalised and/or defined terms used in these terms that are defined in the Call-Off Contract shall have the same meaning for the purposes of these terms and vice versa.

1.2 Specific Service Terms – Appended to these terms are specific service terms (the "Specific Service Terms") that shall apply where the relevant PwC product and/or service is included in the Call-Off Contract. If anything in these terms is inconsistent with the Specific Service Terms, the Specific Service Terms take precedence. Where the Specific Service Terms apply to the Services and/or Deliverables, the relevant Specific Service Terms are incorporated into and form part of the Call-Off Contract unless otherwise agreed in the Call-Off Contract or agreed between the Parties in writing.

2. Product Licence

2.1 Grant – We grant Buyer a non-exclusive, non-transferable right for the permitted users to access and use the product, subject to the restrictions below and the terms of the Call-Off Contract.

2.2 Restrictions on use – Buyer and Buyer's permitted users may only use the product: (i) for Buyer's internal business purpose; (ii) in accordance with our acceptable use policy; and (iii) in accordance with and for the duration of the Call-Off Contract.

2.3 Other restrictions – Buyer and Buyer's permitted users must not: (i) infringe our intellectual property rights or those of our licensors; (ii) decompile, decipher, disassemble, reverse engineer or otherwise decrypt the product except to the extent permitted by non-excludable laws; (iii) use the product to provide services to a third party or allow any third party to obtain a copy of the product, or access or use them, save as expressly agreed in writing by us in advance, or where required by law; (iv) use the product without obtaining any necessary permits, consents or licences required to integrate or inter-operate the product with other software, hardware or data Buyer use or licence; (v) use the product on any unsuitable system; or (vi) duplicate, modify or create a derivative work from the product without our prior written consent.

2.4 Information about use – On our reasonable request Buyer will allow us to undertake any audit or inspection we require, for the purposes of ascertaining whether Buyer are using the product in accordance with the Call-Off Contract and support Services. Buyer agrees to facilitate such audit or inspection by making available relevant records evidencing Buyer's use of the product and by directing Buyer's personnel to cooperate with us.

3. Permitted users

3.1 Buyer's responsibilities – Buyer are responsible for: (i) all use of the product by all permitted users; and (ii) ensuring the permitted users are made aware of the relevant terms of the Call-Off Contract and comply with them, any terms of use and all reasonable instructions issued by us to Buyer. Buyer warrant that anyone who accesses the product using access codes Supplier give Buyer has Buyer's authority to do so.

3.2 Access rights – Buyer must monitor the access rights of the permitted users on an on-going basis to ensure Buyer and their compliance with the Call-Off Contract. Buyer must immediately notify us in writing if: (i) any changes to the permitted users' access are required; or (ii) any permitted user details become known to anyone other than the relevant user so that we can disable those user details and provide a replacement access code.

3.3 Unauthorised use – Buyer must notify us as soon as Buyer become aware of any unauthorised use of the product by anyone. Neither we, nor our licensors, accept any liability in connection with any unauthorised use of the access codes or any unauthorised access to or use of the product.

4. Hosting, Suspension, Availability

4.1 Hosting – We may use third parties to host or provide all or parts of the product.

4.2 Suspension – We may suspend the use of or access to the product from time to time: (i) to perform routine or emergency maintenance; (ii) to implement service changes and upgrades to the product; (iii) to mitigate issues caused by any acts or omissions of third parties or issues with any internet infrastructure; or (iv) if the product is, in our opinion, being misused. Any such downtime will be limited to the minimum extent necessary in the circumstances, as determined by us.

4.3 Availability – We make no guarantee that the product will be accessible or usable at any given time or that access to it will be continuous, uninterrupted, or error free. We accept no liability for any consequences in connection with the product being unavailable. We may provide Buyer with details of availability targets and other service levels applying to the product from time to time, which are subject to change and are not contractually binding. Any such availability targets: (i) refer to access to the product over the internet and do not apply to Buyer's own access to the internet for which Buyer are responsible; and (ii) exclude any periods of downtime described in clause 4.2 above.

4.4 Technical support – We will provide technical support Services for the product to the extent described in the Call-Off Contract.

5. Data

5.1 Buyer's data – Buyer may be able to input data into the product. Buyer will own all right, title and interest in and to all of Buyer's data and shall ensure that Buyer have the right to input it into and use it with the product. Buyer grants us a non-transferable, non-exclusive, royalty-free licence to use any data Buyer make available to us for the purpose of providing the product and the Services to Buyer.

5.2 Storage of data – Only duplicate data must be provided to us in connection with the Services, unless otherwise agreed in the Call-Off Contract. Buyer is solely responsible for keeping the originals of any data stored on the product and any copies required by Buyer.

5.3 Viruses – Buyer and we will use standard, commercially-available virus-checking software in relation to any data, files or output accessible using the product. Buyer and we confirm all reasonably appropriate technical and organisational security measures are in place in respect of the information held in the product. We give no representation or warranty that the product or its outputs will be free from viruses or other harmful components.

5.4 Data use – Provided that we comply with our confidentiality obligations, Buyer agree that we and other Supplier firms may (i) use any information obtained from Buyer's use of the product or supplied by Buyer, or anyone else working with or for Buyer for the purposes of improving the product and our Services; and (ii) combine Buyer's information with information of other parties in order to provide reports and Services to other parties.

5.5 Materials – We may retain copies of all materials relevant to the provision of the product or Services, including any materials given to us by Buyer or on Buyer's behalf.

5.6 Release – We do not release materials which belong to us (including our working papers and technology tools) unless otherwise agreed in writing. We may require a release letter from the recipient as a condition of disclosure.

5.7 Third party materials – Unless otherwise set out in the Call-Off Contract, Buyer will be responsible for obtaining all necessary rights for the use by Buyer and the recipients of the third party materials Buyer make available to us or ask us to use, and for the use by us of these third party materials in the performance of the Services and the provision of the Services and/or Deliverables . Buyer agrees to reimburse us for all costs, claims and liabilities that we suffer or incur as a result of Buyer failing to obtain any such rights.

5.8 Procurement of Applicable Licences – In the event that the Buyer wishes Supplier to procure any third-party software licences for the specific Services set out in the Call-Off Contract, such software shall be licensed to the Buyer under:

(a) the applicable third-party licence terms; and

(b) where applicable, any end user licence terms ("EULA") or acceptable use policies specified by the third-party licensor,

(collectively, the "Third Party Licence Terms"), which shall be set out or referenced in the Call-Off Contract.

5.9 Buyer Compliance – The Buyer agrees to comply with all Third Party Licence Terms as a condition of receiving the Services. Supplier shall have no liability to the Buyer and/or third party licensor.

5.10 No Warranty by Supplier – Supplier makes no warranty or representation regarding any third-party software procured on behalf of the Buyer, and any such software is provided subject to the terms and warranties (if any) in the Third Party Licence Terms.

6. Services

6.1 Services – We will perform the Services and provide the deliverables as specified in the Call-Off Contract. Buyer confirms that the scope is sufficient for Buyer's purpose. The Services (including Services and/or Deliverables) are provided solely for Buyer for the project set out in the Call-Off Contract.

6.2 Delivery timetable – All dates with respect to performance of the Services are estimates only.

6.3 Disclosure – Buyer may not disclose any Deliverables, or make the benefit of the Services and/or Deliverables available, to anyone else or refer to the findings of our Services, except (i) as stated in the Call-Off Contract, (ii) with our prior written consent on terms to be agreed, (iii) to Buyer's lawyers or where required by law or regulation or (iv) to such members of Buyer's group to whom those Services and/or Deliverables specifically relate, as named in the Call-Off Contract (each such beneficiary being a 'recipient').

6.4 Recipients – Where we authorise a recipient under clause 6.3(iv): (i) we accept liability only to Buyer and the relevant recipient; (ii) Buyer will ensure that the recipient will be made aware of the contents of the Call-Off Contract and will comply with it as if each reference to ‘Buyer’ is a reference also to them; (iii) Buyer will ensure that any claim which the recipient may wish to make relating to the Services and/or Deliverables or the Call-Off Contract will be made only by Buyer on behalf of the recipient (and not directly by the recipient) and will be subject to the terms of the Call-Off Contract, including the limitation of liability; and (iv) Buyer agree to reimburse us for any liability (including legal costs) that we incur following a breach of these terms.

6.5 Liability to Buyer alone – Save as provided in the Call-Off Contract and clause 6.4 above, we accept no liability to anyone, other than Buyer, in connection with the product and Services, unless otherwise agreed by us in writing. Buyer agrees to reimburse us, other Supplier firms and our contractors for any liability (including legal costs) that we or they incur in connection with any claim by anyone else in relation to the Services.

6.6 Information – In order for us to advise Buyer properly, Buyer will make sure that: (i) any information we need is given to us by Buyer, or anyone else working with or for Buyer, and that all information given to us is (a) given promptly, (b) is accurate and, (c) complete; and (ii) any assumptions are appropriate. We will not verify any information given to us relating to the Services.

6.7 Buyer’s obligations – Our performance depends on Buyer performing Buyer’s obligations under the Call-Off Contract. Buyer agree that we are not responsible for failing to provide the product or Services within any agreed timeframe or for any errors in the product or its outputs due to delays caused or materially contributed to by Buyer, a permitted user or any third party by: (i) providing us with inaccurate or incomplete information or by using such information with the product; (ii) any information that is provided to us or used with the product in the wrong format; (iii) failing to make the appropriate staff or assistance available within a reasonable time; or (iv) any loss arising from Buyer not fulfilling Buyer’s obligations.

6.8 Deemed knowledge – In providing access to the product and performing the Services, Supplier will not be deemed to have information from other services.

6.9 Extent of services – In performing the Services, we will not: (i) carry out an audit or other assurance engagement in accordance with applicable professional standards; or (ii) attempt to detect or accept responsibility for detecting fraud or other wrongdoing.

6.10 Oral advice and drafts – Buyer may rely only on our final written Deliverables and not on oral advice or draft documents. If Buyer wishes to rely on something Supplier have said to Buyer, please let us know so that we may prepare a written Deliverable on which Buyer can rely.

6.11 Standard of services – We will perform the Services and produce the Deliverables with reasonable skill and care. To the extent permitted by law, we do not warrant or represent that the product, any Deliverables or Services will: (i) be fit for any particular purpose; (ii) operate uninterrupted or be free from minor errors or defects; or (iii) will result in Buyer's compliance with laws, rules or regulations of any government or regulatory authority.

6.12 Remedies – Buyer will notify us in writing within 30 days of performance or delivery (as applicable) if Buyer consider that any of the Services or Deliverables do not meet the standard at clause 6.11 above, specifying all relevant information reasonably necessary for us to identify the issue. If we agree that we have not met the required standard, we will, at our option, either: (i) re-perform the applicable Services and/or Deliverables at our expense; or (ii) refund the Charges paid for specific non-conforming Services and/or deliverables. This is Buyer's sole and exclusive remedy for our breach of the warranty at clause 6.11. Where we have met the required standard, any re-performance by us will be subject to additional Charges.

6.13 Resource augmentation and/or managed capacity services - Where we are required to provide Buyer with individual resource(s) as part of the Services, as opposed to the delivery of managed Services or deliverables, the resource(s) will at all times be under Buyer's direction, control and supervision and report to a person nominated by Buyer in Buyer's organisation who will have day to day responsibility for managing and overseeing the resource(s) including their outputs; and we will accept liability to Buyer solely for a breach of the our duty to exercise reasonable skill and care in providing the resource(s) with respect to the resource augmentation and/or managed capacity element of the Services. Buyer acknowledges there will be no Deliverables as defined in the Call-Off Contract with respect to the resource augmentation and/or managed capacity element of the Services other than as set out in this clause or otherwise agreed in the Call-Off Contract.

7. Acceptance

7.1 Acceptance procedure – Where the Call-Off Contract expressly states that a deliverable is subject to acceptance testing against specified acceptance criteria, Buyer will have 5 days from the date we provide the deliverable to Buyer to inform us whether Buyer accept or reject it. If Buyer do not accept or reject the deliverable in writing within 5 days, or if Buyer use the deliverable for any purpose other than acceptance testing, Buyer will be deemed to have accepted it. If the deliverable meets its acceptance criteria Buyer will accept it and provide us with a completed acceptance form if requested by us. Upon acceptance of the deliverable, all Services associated with it shall be deemed accepted and we shall have no further obligation with respect to that Deliverable unless clause 6.12 applies.

7.2 Non-acceptance – Buyer will not withhold acceptance unreasonably and will be entitled to reject a deliverable only if the deliverable fails to meet its acceptance criteria. If Buyer reject a deliverable, Buyer will notify us of the reasons why it does not meet its acceptance criteria and we will take reasonable steps to remediate the deficiency and resubmit it for testing. If a deliverable fails to meet its acceptance criteria after two further attempts to deliver it then we may terminate the Services and refund the Charges Buyer have paid us for the deliverable upon its return to us.

7.3 Delay – We will have no liability for any failure or delay caused by: (i) any failure on Buyer's part to comply with Buyer's obligations under the Call-Off Contract; (ii) the act or omission of any third party not engaged by us in connection with the project to which the Services relate; or (iii) the performance or failure to perform of any third party hardware, software, networks, infrastructure or materials (including third party materials and documentation) not supplied by us under the Call-Off Contract (together 'qualifying delays').

7.4 Consequences of a qualifying delay – Where there is a qualifying delay: (i) we will notify Buyer when we reasonably believe that a qualifying delay is likely to delay the Services; and (ii) we will be entitled to: (a) an extension of time equal to the period of delay caused as a direct result of such qualifying delay; and (b) recover our reasonable additional costs to the extent directly caused by the qualifying delay, including the costs of any additional Services caused by the qualifying delay.

8. Charges

8.1 Payment – Buyer agrees to pay us for the product and any Services as set out in the Call-Off Contract. Buyer must also pay for any unauthorised use, being an amount equal to the Charges which we would have charged had we licensed any such unauthorised use on the date when it commenced. All Charges paid are non-refundable, unless otherwise provided in the Call-Off Contract. Unless otherwise stated in the Call-Off Contract, we may vary our Charges in each year of the Call-Off Contract.

8.2 Expenses – Buyer will pay any reasonable expenses that we incur in connection with the Services and/or Deliverables as set out in the Call-Off Contract.

8.3 Taxes – Buyer will also pay any taxes, including VAT, that are due in relation to our Services and/or Deliverables. Buyer will pay us the full amount of any invoice, regardless of any deduction that Buyer is required by law to make.

8.4 Ancillary Services - Charges for any ancillary services shall be based on the ancillary services rate card for Lot 2.

9 Termination

9.1 Immediate notice – We may terminate the Call-Off Contract immediately by giving written notice if Buyer violate our, or our licensors' intellectual property rights.

9.2 Charges payable on termination – Buyer agrees to pay us all Charges then due and owing in accordance with the Call-Off Contract as at the date of termination.

9.2.1 In addition to the foregoing, upon termination Buyer agree to reimburse us for (i) any third party license costs that we have incurred on Buyer's behalf or in connection with the provision of the Services and/or Deliverables under the Call-Off Contract and (ii) any other costs, expenses or liabilities that we have reasonably incurred in connection with the Services and/or Deliverables and that we are unable to recover from third parties, in each case to the extent not already recovered from Buyer.

9.2.2 Notwithstanding any other provision of this Call-Off Contract, where a Call-Off Contract specifies a fixed term, Buyer shall not be entitled to terminate that Call-Off Contract for prior to the expiry of the fixed term, unless otherwise agreed between the Parties.

9.3 Cessation of use – On expiration or termination of the Call-Off Contract, Buyer and Buyer's permitted users will immediately cease accessing and using the product. We may disable access and use with immediate effect. Subject to any relevant laws, we may destroy or otherwise dispose of any of Buyer's content or data we have in our possession.

10. Confidentiality

10.1 Confidential information – We and Buyer agree to use the other's confidential information only in relation to the performance of its obligations under the Call-Off Contract or in order to carry out conflict checks, and not to disclose it, except where required by law or regulation or by a professional body of which we are a member. However, we may give confidential information (i) to other Supplier firms and contractors as long as they are bound by confidentiality obligations, and (ii) to Buyer's advisers who are involved in this matter.

10.2 Referring to Buyer and the Services – We may wish to refer to Buyer (for example as a customer and user of the product) for marketing purposes. Buyer agree that we may do so, as long as we do not disclose Buyer's confidential information.

10.3 Performing Services for others – Buyer agree that we may perform Services for Buyer's competitors or other parties whose interests may conflict with Buyer, as long as we do not disclose Buyer's confidential information and we comply with our ethical obligations.

11. Data protection

11.1 Compliance – Buyer and we will comply with applicable Data Protection Legislation in relation to any personal data shared with us under the Call-Off Contract.

11.2 Provision of personal data – Buyer will not provide us with personal data unless the Call-Off Contract requires the use of personal data, or we request such personal data from Buyer. In respect of any personal data shared with us, we assume Buyer have necessary authority from relevant data subjects for us to use and transfer it in accordance with the Call-Off Contract, and that they have been given necessary information regarding its use.

11.3 Data processing – Where we act as a data controller, we may process personal data for the purposes of any of: (i) providing the Services ; (ii) maintaining and using IT systems; (iii) quality, risk and client management activities; (iv) providing Buyer with information about us and our range of Services ; and (v) complying with any requirement of law, regulation or a professional body of which we are a member. Full details of how we use personal data can be found in our privacy notice at <https://www.pwc.co.uk/who-we-are/privacy-statement.html>.

11.4 Data transfers – We may transfer personal data to other Supplier firms and contractors, including those outside the UK and European Economic Area (EEA), for any of the purposes set out in the Call-Off Contract. We will do so only where we have a lawful basis, for example to recipients: (i) in countries which provide an adequate level of protection for personal data; or (ii) under the Call-Off Contracts which meet the UK or European Commission Decision 2021/914 requirements for those transfers, as appropriate.

11.5 Data protection annex - The Parties shall complete and attach to the Call-Off Contract a Data Protection Annex for each in-scope Services or processing activity, which will identify Supplier's role(s) as Controller and/or Processor for that activity and include the processing details required by Data Protection Legislation and Joint Schedule 10 (Processing Data).

12. Intellectual property rights

12.1 Ownership – We (or our licensors) own the intellectual property rights in the product, and any materials provided by us under the Call-Off Contract, and Buyer will have a limited right to use them for the purpose of the Call-Off Contract. Buyer acquires no intellectual property rights in or to the product or such materials other than as set out in the Call-Off Contract.

12.2 Breach of third party rights – We will indemnify Buyer and each recipient for any liability or reasonable costs incurred by Buyer which directly result from any third party action claiming that the product or the deliverables provided by us under the Call-Off Contract infringe that third party's intellectual property rights, except that (i) this indemnity will not apply to any losses that Buyer or any recipient have contributed to and/or have failed to take all reasonable steps to mitigate; and (ii) this indemnity is conditional on Buyer and each recipient (a) promptly giving us written notice of any actual or threatened action when Buyer or any recipient become aware of it, (b) giving us sole conduct of the defence of any claim and not admitting liability or attempting to settle the action (except upon our written instructions), and (c) acting in accordance with our reasonable instructions in connection with any action and giving us any assistance we may reasonably require for the defence of the action.

13. Liability

13.1 Specific types of loss – Buyer agree that we will not be liable for loss or corruption of data from Buyer's systems (save as we may specifically accept under the Call-Off Contract). Prior to sharing any data with us, Buyer will ensure that such data is backed up.

13.2 Sharing of limit – Where we agree in writing to accept liability to more than one party, the limit on our liability under the Call-Off Contract will be shared between them, and it is up to those parties how they share it.

13.3 Proportionality – If we are liable to Buyer under the Call-Off Contract, and another person would be liable to Buyer in respect of the same loss (save for Buyer's contractual arrangements with them), then: (i) the compensation payable by us to Buyer in respect of that loss will be reduced; (ii) the reduction will take into account the extent of the responsibility of that other person for the loss; and (iii) in determining the extent of the responsibility of that other person for the loss, no account will be taken of (a) any limit or exclusion placed on the amount that person will pay or (b) any shortfall in recovery from that person (for whatever reason).

13.4 Open source software – The product may include certain free and open-source software components (together "open source software"). Notwithstanding any other provision of the Call-Off Contract, Buyer's use of the open-source software is governed exclusively by the terms applicable to the open source software and not the terms of the Call-Off Contract. Buyer acknowledge that any open-source software is provided on an "as is" basis, as between us and Buyer.

14. Supplier firms and contractors

14.1 Supplier firms and contractors – We may use other Supplier firms (each of which is a separate and independent legal entity) or contractors to provide the product or Services. We remain solely responsible for the product and Services.

14.2 Restriction on claims – Buyer agrees not to bring any claim (including one in negligence) against another Supplier firm, our suppliers, contractors or any individual in connection with the product or the Services. Buyer will ensure that no group member, including Buyer's subsidiaries, associated companies and any holding company (unless a party to the Call-Off Contract), both while they are a group member and thereafter, brings any claim against any Supplier firm, our contractors, or any individual, in connection with the product or the Services.

15. General

15.1 Compliance with law – Buyer will comply with all applicable laws and regulations relevant to the receipt of the product and the Services (including anti-bribery, anti-corruption, data protection, sanctions and export laws and regulations).

15.2 Matters beyond reasonable control – No party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control.

15.3 Independence – Buyer and we will cooperate regarding Buyer's and our audit independence requirements. Buyer will notify us as soon as Buyer are permitted by law to do so of any proposed change that Buyer believe is likely to occur (for instance in Buyer's group structure, or in relation to individuals that have significant influence over Buyer) that could result in the relationship between Buyer and us not being permitted under any audit independence rule or regulation. Information about when, in our opinion, the relationship may not be permitted is available from us on request. This information is solely to help Buyer comply with this notification requirement and is not audit independence advice.

15.4 Buyer's actions – Where Buyer consists of more than one party, an act or omission of one party will be regarded as an act or omission of all.

15.5 Rights of third parties – Except as set out in clauses 6.5 and 14.2, a person who is not a party to the Call-Off Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 (as may be amended) to enforce any term of the Call-Off Contract. The Supplier firms and individuals referred to in those clauses may enforce them in their own right. Their consent is not required to vary or rescind the Call-Off Contract.

15.6 Changes – Either we or Buyer may request a change to the Services or the Call-Off Contract. A change will be effective only when agreed in writing in accordance with the variation procedure set out in the Call-Off Contract.

15.7 Survival – Any clause that is meant to continue to apply after termination of the Call-Off Contract will do so, including but not limited to 8, 9, 10 - 16.

16. Interpretation

In the Call-Off Contract the following words and expressions have the meanings given to them below:

- **acceptable use policy** – the acceptable use policy described in the Call-Off Contract or as otherwise communicated to Buyer by us;
- **access codes** – the access credentials (such as usernames and passwords) we give Buyer which allow Buyer's permitted users to access and use the product and/or receive the benefit of the Services;
- **contractors** – any third party entity or individual engaged by a Supplier firm in connection with the Call-Off Contract;
- **group** – Buyer's subsidiaries and holding companies and each subsidiary of any such holding companies and 'group member' shall mean any of them;
- **permitted users** – Buyer's employees, partners or directors who may access and use the product as set out in the Call-Off Contract;
- **product** – relevant PwC 'software as a service' product described in the Call-Off Contract;
- **PwC firm, Supplier firm** – any entity or partnership within the worldwide network of PricewaterhouseCoopers firms and entities;
- **third party materials** – the third party software, data, hardware and other materials to be procured by the Buyer, including as identified in the Call-Off Contract;
- **Supplier, PwC, we, us or our** – refers to PricewaterhouseCoopers LLP, a limited liability partnership incorporated in England (number OC303525) whose registered office is at 1 Embankment Place, London WC2N 6RH;
- **Buyer, client, you or your** – the Party or Parties to the Call-Off Contract (excluding us).

Specific service terms

Forensic Technology Solutions Terms of Business

The Forensic Technology Solutions Terms of Business apply to the Call-Off Contracts where agreed between the Parties.

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| A. General considerations |
| B. Forensic imaging |
| C. Data processing |
| D. E-review service |
| E. Cyber threat detection and response |
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A. General considerations

1. These terms apply to the forensic technology solutions (“FTS”) services Buyer have engaged us to provide under the attached Call-Off Contract. If anything in these terms is inconsistent with the (i) Call-Off Contract or (ii) the terms of business, these Forensic Technology Solutions Terms of Business take precedence, unless the Call-Off Contract specifically amends any of them.
2. Buyer confirm that Buyer will not instruct us to perform any services which may cause us to be in breach of any law or regulation in the UK or any other applicable jurisdiction.
3. Where we identify any material that we believe may give rise to a criminal offence (such as indecent images), we may be required by law to inform the relevant authorities and, where permissible, we will notify Buyer. In such event, we may terminate our with Buyer immediately. Buyer agree that we will not be liable for any loss suffered by Buyer as a result of any such disclosure or termination.
4. Where applicable, we may be required to connect hardware or deploy software or scripts to Buyer’s network or Buyer’s equipment, and in doing so we will use reasonable endeavours not to interfere with or interrupt any of Buyer’s services. Buyer agree that we will not have any liability to Buyer in the unlikely event that damage, loss, corruption or interruption is caused by us to (i) Buyer’s network or equipment, (ii) data on Buyer’s network or equipment or (iii) any services provided by Buyer.
5. In order to provide the services Buyer may be required to provide to us certain equipment. Buyer agree that we will have no liability to Buyer in the unlikely event that damage, loss or corruption

is caused by us to Buyer's equipment, except where such damage, loss or corruption is caused by our negligence.

6. While data analysis may identify anomalies, this is not guaranteed. The effectiveness of identifying anomalies will depend on a number of factors including the quality of the data and the extent of analysis undertaken. Except as set out in the Call-Off Contract, we accept no liability for failing to identify anomalies where such anomalies exist or are subsequently identified in the data we have previously reviewed. Buyer will ensure that any data transferred to us is suitably encrypted and we will not be liable for any consequences of Buyer's failing to do so. We recommend encryption to be a minimum of AES-256 with an appropriately complex password.

B. Forensic imaging

1. If we are required to decrypt a device in order for us to provide forensic imaging services, Buyer will provide us with appropriate credentials to do so.
2. Our ability to forensically image Buyer's data is dependent on the specification and condition of the source device or media.

C. Data processing

1. Buyer acknowledge that the speed and results of data processing are dependent upon the quality, format and volume of data.
2. Buyer acknowledge that (i) there may be no data and/or evidence stored on a source device or media, (ii) there may be physical defects within the source device or media which mean that some or all of the data is irrecoverable, (iii) any data that was stored may be degraded to a degree that renders it corrupt or unreadable, and (iv) we may not be able to access encrypted or password protected files. Accordingly, there is no guarantee as to the success of the data processing. Buyer acknowledge that we offer support for the extraction of data from certain file types only, details of which are available upon request.
3. Buyer acknowledge that the accuracy and completeness of the results of data processing is dependent on the quality of the data given to us and the capabilities of the software we use to provide the services. Accordingly, Buyer accept that we do not provide any guarantee for the results of any Optical Character Recognition (OCR), translation and transcription services.
4. If search criteria are applied to transcribed or translated documents or audio files, the results of the search criteria may vary due to the subjective nature of the vocabulary used in the transcription or translation. Accordingly, we do not guarantee the success of such searches.

D. E-review service

1. Any rights to use the e-review service will be for an agreed number of named individuals (“named users”). Access to the e-review service will be granted as set out in the Call-Off Contract.
2. Any use by Buyer of the e-review service will be subject to the following:
 - i. Buyer will ensure that only named users have access to the e-review service and solely for the agreed purpose;
 - ii. Buyer will ensure that named users shall not authorise, permit or suffer any other person to use their user ID and password for the e-review service;
 - iii. where the data stored on the e-review service is subject to third party confidentiality obligations, it is Buyer’s responsibility to ensure that Buyer comply with such obligations;
 - iv. Buyer acknowledge that the e-review service is not suitable for providing live demonstrations in a courtroom setting;
 - v. Buyer will ensure that the e-review service is not accessed or used on any publicly available equipment;
 - vi. we (or our licensors) are and will remain the legal and beneficial owner of all the e-review service intellectual property. Buyer will not obtain any ownership right, title or interest in or to the e-review service intellectual property; and
 - vii. the e-review service is provided ‘as is’ and neither we nor the respective licensors warrant that the e-review service, its functions or the results of using it, will be suitable for Buyer’s intended use or that the operation of the e-review service will be uninterrupted or error-free. If it is not commercially reasonable to cure any non-conformance of the e-review service with its expected operation, the rights to use the e-review service may be terminated.
3. Buyer agree that we and our licensors shall be entitled to monitor use of the e-review service, including without limitation the numbers of named users. Further, provided such data never contains personal data or Buyer’s confidential information, Buyer agree our licensors may collect, modify, publish and use anonymised aggregated data.

E. Cyber threat detection and response

1. Where we provide network threat detection Buyer agree we may record and analyse Buyer’s network traffic (which may include personal communications) for an agreed period. Following the completion of the services we may destroy network traffic captured during the course of our services.

2. Where we provide endpoint threat detection services, we will work with Buyer to remove any scripts or software used for endpoint scans following the agreed monitoring period.
3. Buyer agree that any malware or metadata identified during the course of the services may be used by us to improve our cyber security services and reports, provided Buyer cannot be identified in such services and reports.
4. We make no representation or warranty that our work will have detected all malware or other malicious software which may be or has been present on Buyer's network or equipment which we have analysed or that we have been able to determine the exact operational behaviour of the malware or other malicious software which we have examined.
5. The results of our services may give rise to legal or regulatory reporting obligations by Buyer. Buyer acknowledge that, unless stated otherwise in our Call-Off Contract, we will not be responsible for identifying such instances of reporting or failure by Buyer to make such reports.

PwC Perform Plus Performance Improvement Programme Terms of Business (to be amended and updated in good faith to reflect the actual scope of the Services and Deliverables)

These Perform Plus Implementation terms set out the scope of the specific services that PwC will provide under the Call-Off Contract dated [XX/XX/XX]. Any provisions contained within these terms and conditions apply to the services specified in the Call-Off Contract.

Background and purpose

Add in here any background, e.g. previous diagnostics completed

The Services

Buyer have instructed us to provide the Services set out in the Call-Off Contract for Perform Plus Implementation.

Scope

The teams in scope for the Perform Plus Implementation are:

[XXX] teams – [XX] Team Members and [XX] Team Leaders

[XXX] teams – [XX] Team Members and [XX] Team Leaders Below is an overview of the delivery approach.

Stage 1 – Mobilisation [X weeks]

- Preparing for the implementation with the following activities: Co-design overall plan timings, briefings and communication
- Sign off Perform Plus technology requirements
- Set up Perform Plus platform
- Establish and agree baseline data, measures and benefit tracking & reporting
- Co-design weekly training sessions
- Identify and meet change agents
- Co-design and deliver 2 day 'Perform Plus Launch Event'
- [Integration of Perform Plus with [X] system]

Stage 2 - Implementation [X weeks]

Implementing and embedding new ways of working underpinned by the Perform Plus digital solution.

- Delivery of Perform Plus training and coaching through weekly sessions relating to the Perform Plus elements:
 - Vision (focus and measures)
 - Huddleboard
 - Daily Huddles
 - Planning & Control
 - Problem Solving
 - Standards & Process Confirmation
 - Operating Rhythm
 - Coaching & Capability
 - Celebrating Success
 - Sustainability
- Daily 'desk-side' coaching of team managers and group managers to embed Perform Plus approach
- [Training of change agents in delivery of Perform Plus.
 - Change agents will play a key role in supporting the new ways of working and in ensuring sustainability of benefits.
 - Change agents will also be important in taking a lead role later in the Perform Plus programme.]
- Weekly review to monitor and manage progress:
 - Progress achieved
 - Next steps
 - Risks and issues

Stage 3 - Sustainability [X weeks]

Support for post implementation 100 day sustainability period to embed new ways of working.

PwC will provide 100 days of remote support to [teams / department] following the implementation period.

This will also include some onsite sustainability drop in sessions and meetings in order to monitor progress of Perform Plus after implementation, and to support teams.

Perform Plus data insights report

During stages 2. Implementation and 3. Sustainability, we will provide Buyer with data insights reports, these reports will include graphs/representations of the raw data collected and held, and it is for Buyer's interpretation as Buyer see fit. As it is Buyer's responsibility to ensure that the data Buyer or the permitted users provide to us is the data Buyer want loaded into the software, we cannot ensure its accuracy. It's Buyer's responsibility to notify us if Buyer identify any problems with the accuracy of any data loaded or provided.

Deliverables

At the end of each stage PwC will have worked with the [teams / departments] and Buyer to deliver:

Stage 1 - Mobilisation

- Project plan for the implementation stage
- Communications and briefing documents
- KPIs and baseline report
- Materials for 'Perform Plus Launch Event'

Stage 2 - Implementation

- Perform Plus Training materials: weekly training materials, training manual
- Weekly highlight report
- Weekly training sessions
- Development of Perform Plus close out pack, documenting progress and results
- 100 day sustainability plan to embed and enhance new ways of working

Stage 3 - Sustainability

There are no deliverables for this stage

Perform Plus Tool: Access and Support

As part of the implementation, the Perform Plus Platform, a technology solution will be used. PwC will provide access to this platform on a pilot basis for up to [XX] staff across the [XX] teams and relevant [XX] senior leadership members and [XX] team managers, for the implementation period and for a subsequent 100-day sustainability period.

We will provide reasonable effort to triage and resolve technical issues associated with Perform Plus and deploy small configurations. Support will be provided via the PwC coaches on site throughout the pilot. Support will be available

during UK working hours, Monday to Friday (8am to 6pm BST) and escalated to the development team when appropriate. Support will be provided remotely for the subsequent 100-day sustainability period.

The Technical support and maintenance of the IT Product Technology for the implementation period and the subsequent 100-day sustainability period will run from [XX/XX/XX] through to [XX/XX/XX], currently estimating end of 100 days post implementation is [XX/XX/XX], this date will be finalised following agreement on final start date.

Buyer's responsibilities

Our ability to perform the services is dependent upon Buyer fulfilling Buyer's responsibilities, which include:

Governance and Communications

- Timely and accurate information on any strategy, opinion, or programme within Buyer which could invalidate or otherwise affect the approach recommended in the this Call-Off Contract, such that both Parties can avoid input into redundant activity. This will include information on current Charges, charges and volumes.
- Timely review and sign-off as appropriate of interim milestones deliverables and final deliverables.
- Buyer will own the overall project and take responsibility for all decisions with senior management providing sponsorship and leadership as needed to achieve the objectives of the Call-Off Contract.
- Buyer will be responsible for staff and community communications and engagement relating to the activities, outputs and outcomes delivered through this Call-Off Contract.

- Any new recruitment or restructure of the teams in scope of this project is halted by the Buyer (unless discussed and agreed with PwC).
- The Buyer will endeavour to maintain stability in line management and leadership, avoiding significant organisational changes during the deployment of Perform Plus.
- Buyer will set the expectation with team leaders that they should continue coaching and process confirmation activities with their staff following the completion of the Perform Plus programme deployment, to ensure that the elements implemented become truly embedded into business as usual.

Accuracy and Completeness of Information

- Buyer will ensure the accuracy and completeness of any information it provides to PwC and will promptly notify PwC of any material inaccuracy, material error or material omission in any such information of which it becomes aware.
- PwC shall not verify any information given to it in connection with the Services by or on behalf of Buyer and shall not be liable for any delay or other consequences resulting from Buyer's failure to perform its obligations.
- Buyer shall provide PwC with such information and assistance as it may reasonably require from time to time which will include access to Buyer premises and staff.
- Any information provided by Buyer shall be the best available and shall not be misleading or infringe the intellectual property rights of any third party.
- The Consultant expects to provide oral advice in conjunction with the services. The Consultant shall not be held responsible for oral advice unless PwC confirms such advice in writing.

Availability of Stakeholders

- Access to relevant employees and responsibility for their availability to attend workshops and meetings.
- Buyer will make the following staff available:
 - Relevant IT stakeholders are responsible to support with the approval of Perform Plus as a cloud based solution for the data collected, used and stored
 - Relevant Data Protection (GDPR) stakeholders to support with the approval of Perform Plus as a cloud based solution for the data collected, used and stored

- Team leaders and managers for an initial 'Perform Plus Launch' (2/3 days – scheduled and phased so as to not interfere with core operations).
- Team leaders and managers for weekly training sessions (1-1.5hrs) on each of the Perform Plus elements
- [Availability of [X] full time (FTE) change agents who will work with the Perform Plus team throughout the programme (from [XX/XX/XX - XX/XX/XX]) and support on-going sustainability.]
- Daily engagement with management and team leads for coaching, management and problem solving activities. This is typically 30 minutes to 1 hour per day, but where possible is done as part of their BAU rather than taking them away from their teams.

Logistics

- Security passes to enable appropriate access in and out of Buyer buildings.
- Making available a suitable room to deliver the Perform Plus training on a weekly basis.

Hardware

- Buyer to ensure appropriate hardware and access for the relevant teams to use the IT Product Technology, as outlined in the timeline available prior to the start of the delivery of the services. Huddle board hardware options outlined below.
 - Option 1:
 - Min 45-55" inch TV screen with HDMI functionality
 - Chromebit device (provides access to the internet & chrome browser). With an IT approved gmail account for set-up.
 - Wireless Keyboard + Mouse
 - Wireless Remote Control
 - Option 2:
 - Min 45-55" inch Touch Screen with HDMI functionality
 - Chromebit device (provides access to the internet & chrome browser). With an IT approved gmail account for set-up.

- Option 3:

In both of the above options the Chromebit device can be replaced by connecting either a laptop, desktop or tablet to the screen and access Perform Plus and navigate the huddle through that device

- Note - the number of TV screens and associated devices will be agreed with Buyer in advance of Mobilisation
- Access to a desktop, laptop or smartphone device for users running a web browser from the supported list below:
 - Desktop - Chrome*, IE 11, Edge
 - Mobile - Chrome for Android*, Chrome OS*, Chrome for iPhone*, Chrome for iPad*
- If required a data plan allowing for internet access on mobile devices
- *Latest Chrome stable channel release can be found here: <https://chromereleases.googleblog.com>

Network Access & Whitelisting

- Sufficient dedicated work space equipped with Wi-Fi connectivity at Buyer premises for PwC staff for the duration of the services.
- Buyer to ensure appropriate network access, whitelisting if required, so that the IT Product Technology can be accessed via the below URL by users over the Buyer network and on any [Buyer] provided computers or devices used by individuals in the scope of this delivery:
 - <https://Buyer-profile.performplus.pwc.com>
- Buyer to ensure appropriate network access, whitelisting if required, so that the Tenor third party GIF provider, used in Mood board, can be accessed via the below URL by users over the Buyer network and on any [Buyer] provided computers or devices used by individuals in the scope of this delivery:
 - <https://tenor.com>
- Buyer to ensure appropriate email access, whitelisting if required, so that the IT Product Technology email verification and password reset emails can be received by the users over the Buyer network and on any [Buyer] provided computers or devices used by individuals in the scope of this delivery:
 - pwcservice_uk_smtp_performplus@pwc.com

- no_reply@pwc.com
- Buyer to ensure appropriate email access, whitelisting if required, so that the relevant in scope users can access the Coaching Dashboard over the Buyer network and on any Buyer provided computers or devices used by individuals in the scope of this delivery:
 - <https://workbench-eu.pwc.com/>
- Buyer to ensure appropriate network access, whitelisting if required, so that the relevant in scope users can access the Perform Plus Simulation Game as part of the Perform Plus bootcamp over the Buyer network and on any Buyer provided computers or devices used by individuals in the scope of this delivery:
 - <https://uk.perform.pwc.com/>

Branding

- Buyer to provide branded logo to use on the IT Product Technology in *.png format.
- Buyer to provide branding primary and secondary colours in HEX format to style the IT Product Technology components e.g. buttons

Showcase site

- [Allowing PwC to use appropriate areas within Buyer premises as a reference site following successful deployment, enabling PwC to showcase the approach to other potential Buyers through site visits. Such matters will be agreed with Buyer in advance on a case-by-case basis. This can also provide recognition and challenge to Buyer's teams in sustaining the new ways of working.]

Use of Data

The use of data will comply with the agreed Data Protection provisions in this Call-Off Contract.

To use Perform Plus, Buyer individuals will need to have accepted Buyer privacy notice. It is Buyer's responsibility to ensure that this privacy statement meets the GDPR transparency requirement by adequately and accurately reflecting to the individual how and why their personal data will be used.

As stated above in our services section, we will provide Buyer with Perform Plus data insights in the coaching dashboard (English language only), shared with Buyer's change agents or nominated contact, to drive the sustainability of Perform Plus through coaching conversations with teams and individuals. To do this we will use personal data gathered on Perform Plus. In our role as processor, we will act under instruction from Buyer as controller, in respect of this personal data, on the basis that Buyer have determined that this purpose complies with Buyer's GDPR requirements, notably that there is a valid lawful basis under GDPR Article 6.

Please refer to Annex 1 for a full list of data captured in Perform Plus.

Perform Plus admin role

Buyer nominated Perform Plus administrators will have access to export raw data from Perform Plus for analysis and reporting purposes. It is the Buyer's responsibility to ensure that the designated administrators are of the appropriate level of seniority to view and manage this data.

Supervision and oversight

The provision of these services described above will be overseen by [Lead Partner].

The Buyer Perform Plus Implementation leadership team will include [Lead Partner] (Engagement Leader),

[Engagement Director], who will provide oversight and quality assurance to the PwC team.

Subcontractors to be involved in the provision of the Services and Deliverables:

Timetable and duration

The mobilisation stage will commence [XX/XX/XX] for a period of [X weeks]. The following implementation stage is forecast to commence [XX/XX/XX] for a period of [X weeks]. The sustainability stage is forecasted to commence [XX/XX/XX] and end [XX/XX/XX]. This is an estimate in advance of starting work and we will keep Buyer informed of our progress and of any proposed changes in this timetable at project governance meetings.

Charges

The Charges for the services under this Call-Off Contract will be fixed at [£xxx] for the services under this Call-Off Contract, plus any applicable VAT. Expenses will be capped at [x%] of the total fee.

[Insert fee breakdown here - e.g. if linked to milestones / activities] Billing

We will render our invoice at the conclusion of our work for payment in accordance with the Call-Off Contract.

Perform Plus – Specific technology-related terms and conditions

These Perform Plus – Specific technology-related terms and conditions set out terms and conditions that are specific to the technology that PwC will provide under the Call-Off Contract.

1. The “IT Product Technology” means the Perform Plus web based product that has been developed by and on behalf of PwC, as referred to and described elsewhere in the Call-Off Contract.
2. Our services involve specific individuals from Buyer’s personnel that Buyer nominate and we approve (“End Users”) using the IT Product Technology and its functionality.

A. End Users

1. Buyer will ensure that the End Users:
 - a. use the IT Product Technology strictly only:
 - i. for the duration of the Call-Off Contract; and
 - ii. for the purpose of the Call-Off Contract,
 - b. maintain their log-on/access details for the IT Product Technology in strict confidence and not share them with anyone else; and inform Buyer immediately if they are shared with anyone else;
 - c. do not provide the IT Product Technology or its outputs to anyone else (other than as permitted and envisaged as part of the services);
 - d. do not attempt to modify or disassemble or reverse engineer (or similar) the IT Product Technology;
 - e. understand that they have no right, title or interest in the IT Product Technology other than the limited licence to use it in connection with this Call-Off Contract, which may be revoked by us in part or in full at any time, with or without notice.

- f. that are removed from the scope of the deployment (either through an organisational change, or leaving Buyer's employment), are offboarded successfully from Perform Plus
2. Buyer will ensure that the End Users read and understand paragraph 3 above, and agree to abide by it as an End User.
3. Buyer will tell PwC in writing immediately as soon as Buyer become aware of any breach of paragraph 3 above.

B. Buyer's obligations

1. Buyer acknowledge that Buyer are responsible for ensuring that the End Users each have a suitable information technology environment to run and use the IT Product Technology. This includes suitable hardware, software, licences, an adequate internet connection and bandwidth for typical enterprise application usage, the effect of any firewall not to block or slow the IT Product Technology, and a supported web browser. Further information on what is suitable can be provided by PwC on request.

C. Responsibility and liability

1. Subject to paragraphs 6 and 8: i) we will arrange access to the IT Product Technology for the End Users; and ii) End Users will be able to input certain information into the IT Product Technology; and iii) we will use outputs from the IT Product Technology in relation to the services as envisaged within this Call-Off Contract. However, the IT Product Technology and its outputs are not services or deliverables pursuant to this Call-Off Contract.
2. Under this Call-Off Contract, the IT Product Technology functionality, up-time, and availability is provided on an "as-is" basis. No warrantee, guarantee or other commitment is made by us in relation to the functionality, up-time, and availability, and access to the IT Product Technology. PwC reserves the right to, without notice, suspend Buyer's (and the End Users') access to, or use of, the IT Product Technology. PwC and its licensors reserve the right to change without notice, at its sole discretion, the performance, functionality and availability of the IT Product Technology. A separate agreement is intended to apply to Buyer's use of the IT Product Technology during or after implementation, subject to agreement between the Parties in writing.

D. Intellectual property

1. PwC and our licensors own the intellectual property in the IT Product Technology. Only Buyer's End Users have a limited license to access and use the same. No other licence is granted to Buyer in relation to the IT Product Technology in connection with this Call-Off Contract.

E. Information on the IT Product Technology

1. Buyer agree that the information inputted into the IT Product Technology by Buyer or the End Users may be combined with information of other people or Parties to create outputs that PwC can make available to other PwC Member Firms and other Parties, for instance (but without limitation) in relation to similar engagements, provided Buyer and the End Users cannot be identified from those outputs.

F. Requirements connected to how the IT Product Technology is hosted

1. The “IT Product Technology” means both:
 - a. The IT Product Technology defined above; and
 - b. The IT Product Technology as hosted in PwC Global Hosting Service (GHS) - Cloud Service environment on Google Cloud Platform (“GCP”). GCP is provided to us on behalf of Google Ireland Limited (“Google”).
2. Buyer’s business is accessing the Google Cloud Platform Services as a customer of PwC. PwC is a Google Cloud Platform reseller and Buyer’s Call-Off Contract with PwC governs Buyer’s use of the Google Cloud Platform Services.

G. Restrictions

1. Buyer will not, and will not allow End Users or anyone under Buyer’s control, to: (i) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the IT Product Technology (except as otherwise agreed with us, and except to the extent such restriction is expressly prohibited by applicable law); (ii) use the IT Product Technology for the operation of nuclear facilities, air traffic control, or life support systems or any other use where use or failure of the IT Product Technology could lead to death personal injury or environmental damage; (iii) sublicense, resell or distribute any or all of the IT Product Technology (except as otherwise agreed with us); (iv) unless otherwise set forth in the Call-Off Contract, use the IT Product Technology to operate or enable any telecommunications service or in connection with the IT Product Technology that allows the End Users to place calls or to receive calls from any public switched telephone network; or (vi) process or store any data that is subject to the International Traffic in Arms Regulations maintained by the US Department of State.
2. Where the IT Product Technology includes any of the Google products known as Google App Engine, Google Cloud SQL, Google Cloud Storage, Google Prediction API, Google BigQuery Service, Google Compute Engine, Google Translate API v2, and Google Cloud Datastore, Buyer will, and Buyer will ensure that End Users will, comply with any of Google’s published restrictions on how those Google products may be used.

H. Authorisation to use customer information

1. Buyer acknowledge that data inputted into the IT Product Technology may be used by us as described elsewhere in the Call-Off Contract, and by us and Google for any of the following purposes: a) complying with lawful data processing instructions; b) providing the services; c) providing technical support services; d) complying with this Call-Off Contract (and Google's Call-Off Contract with the relevant Supplier firm); e) ensuring compliance with the acceptable user policy (AUP, <https://cloud.google.com/terms/aup>); and f) developing Google products and features.
2. Google may disclose Buyer's information available IT Product Technology only where required to do so by law or regulation, or where they have express consent to do so.

I. Basis of provision of the IT Product Technology

1. Buyer acknowledge that Google provides its part of the IT Product Technology on an 'as-is' and 'as-available' basis. Notwithstanding anything else in this Call-Off Contract, we have no liability or responsibility (including in negligence) in circumstances where there is any sort of issue or problem with those parts of the IT Product Technology, or where they are terminated, suspended, withdrawn, amended or similar, by or on behalf of Google.

J. Tenor Terms

1. As Buyer know, we may use Tenor as part of our Service. A copy of the Tenor Terms of Service and API terms may be accessed here:
 - Terms of Service <https://tenor.com/legal-terms>
 - API terms <https://tenor.com/gifapi/documentation#apiterms>

Buyer confirm that Buyer shall not do or omit to do anything that would put either Buyer or us in breach of these conditions.

The GIF link will bring Buyer to the Tenor website, owned and operated by an independent party over which we have no control ("Third Party Website"). Any link Buyer make to or from the Third Party Website will be at Buyer's own risk. Any use of the Third Party Website will be governed by the terms of the Third Party Website. We are not in any way associated with the owner or operator of the Third Party Website or responsible or liable for the goods and services offered by them or for anything in connection with such Third Party Website. We do not endorse or approve and make no warranties, representations or undertakings relating to the content of the Third Party Website.

We disclaim liability for any loss, damage and any other consequence resulting directly or indirectly from or relating to Buyer's access to the Third Party Website.

To the extent that the Buyer exercises its right to audit, PwC shall have full discretion on whether or not to agree to permit access to its books and records, and PwC shall assist with informing the Buyer of the ultimate decision.

[Remove following paragraph if the Buyer is using an SSO integration]

K. Single Sign-On Integration for the Perform Plus tool

1. The Perform Plus Pilot does not support SSO integration as standard functionality, therefore the additional requirement from Buyer will require the integration of their SSO functionality into the authentication layer of the application. [Keep this paragraph if the Buyer is using a SSO integration or use the other version of paragraph 19 below if they are not]

L. Single Sign-On Integration for the Perform Plus tool

1. The Perform Plus tool does not support Single Sign-On integration as standard functionality, therefore the additional requirement from the Buyer will require the configuration of the Single Sign-On functionality with the Perform Plus authentication layer Autho.
 - Perform Plus will integrate to Buyer Identity Access Manager
 - Buyer will create two sub-groups to manage user access within their Identity Access Manager:
 - Stage
 - Production
 - Buyer will provision test single-sign on accounts for PwC
 - Buyer will manage user onboarding and offboarding process

Annex 1 - Data protection (PwC acting as a data processor)

For the purposes of data protection law, the Parties agree that PwC is a processor for the personal data processed in relation to the provision of the Perform Plus Platform Services and this Annex 1 sets out the relevant details of the personal data processing.

Details of data processing and record of data processing activities

Subject matter of the processing	To provide the Perform Plus Platform for Buyer employees in accordance with Buyer's instructions in relation to the Perform Plus Services as set out in the scope of services agreed between the Parties under the contract.
Duration of the processing	For the duration of the provision of the services agreed between the Parties under the Statement of Work.
Data location	Web app The Perform Plus web app and permanent data storage will be hosted in [the EU/a specified country]. Data analytics Data analytics activities (preparing, calculating, hosting) will be in [the EU/a specified country].
Nature and purposes of the processing	The purpose of the processing is to provide the Perform Plus services to all team members and leaders. The majority of data processing will occur within the Perform Plus digital platform ('Platform'), which is one element of the Perform Plus Approach, as set out in the scope of services agreed between the Parties. Additional personal data may be captured and processed on ancillary documentation. The nature of the processing as instructed by Buyer involves the following processing activities: • Receiving personal data directly from data subjects into the Platform • Communicating log-in details to the data subjects • Communicating product updates to the data subjects • Holding personal data within the Platform • Analysis of personal data in connection with the Platform • Reporting on findings from such analysis • Protecting personal data held on the Platform, including restricting, encrypting, and security testing • Sharing personal data, including disclosure with Buyer and our subprocessors. • Deletion or delivery of personal data on termination, upon the Data Controller's request.
Type of personal data	The type of personal data is anticipated to include or may include: Employee data Personal data: • Employee name (optional) • Employee email address (mandatory) • Employee Perform Plus user role (mandatory) • Employee avatar/photo (optional) Related data that may be captured can include:

	• Employee sentiment and GIFs. • Performance metric/score for KPIs and target (optional). • Employee capability/skills (optional) • Goals, planner and posts (free text descriptions of an objective, longer term plans, or topics to raise). Special categories of personal data: • No special categories of personal data Analytics and site statistics - We use cookies to gather usage information and statistics regarding use of this website. For example, we collect information about page visits and navigation to determine what features are of greatest interest and if users are able to find content easily. This is aggregated information and does not single out users as individuals. Users are provided with a Cookie Policy and can accept or decline analytics cookies to control and manage the collection of the above information. If users decline cookies, they are still able to access Perform Plus.
Categories of data subject	Buyer's employees/personnel/contractors
Roles and responsibilities of the Parties and obligations and rights of the controller	[Buyer] as the controller is required to provide PwC with the necessary information and instructions to perform the services and have a legal basis for the processing activities in relation to the services. In relation to the Perform Plus Platform, PwC as the processor is required to follow the controller's instructions and will not conduct any processing of personal data, except as set out in this contract or as otherwise agreed by the controller.
Deletion and return of personal data	Any information deleted from Perform Plus during the course of use will be removed from the database after [7] years. Personally Identifiable Information will be removed after 10 days. At the point of termination and decommission of the Buyer instance, PwC will perform a full extract of Buyer data from Perform Plus. The extract will be in csv data format.

List of Sub-Processors

In addition to the sub-processors set out in our privacy statement (<https://www.pwc.co.uk/who-we-are/privacy-statement.html>) , Buyer authorise PwC to use the sub-processors set out in the table below as may be amended or replaced from time to time.

Sub-Processor	Registered Address and Location	Processing Operations (description of the Processing operations i.e. what the Sub-Processors will do with the Personal Data e.g. host, provide support, etc.)
Google Ireland Limited	Gordon House, Barrow Street, Dublin 4, Dublin, D04 E5W5 Data centers located in UK.	Hosting of the Perform Plus application. Business applications (such as email, documents and calendar) and certain other processing

Autho is a wholly owned subsidiary of Okta, Inc.	Autho 10800 NE 8th ST, Suite 700 Bellevue, WA 98004 AR@Autho.com	Integrates secure authentication and authorization for the Perform plus application
Bangalore Acceleration Centre (PwC)	Lake View Building, Bagmane Tech Park, CV Raman Nagar, Bengaluru, Karnataka, 560093 IN	Responds to Buyer service requests for which access to Buyer data, including Personal Data is required.
C-Tech (PwC)	Polna 11 Warszawa 00-633 Poland	Provides on-going business as usual support and development, to keep application running, supported and updated. Will regularly have access to Personal Data during these activities.

Data processing – As PwC is acting as processor in relation to Buyer’s personal data, we will: (i) process it only on Buyer’s lawful written instructions; (ii) implement appropriate measures designed to ensure its security, including by imposing confidentiality obligations on relevant personnel; (iii) transfer it only to sub-processors (as set out in our privacy statement) under a written contract which imposes obligations consistent with those in this Appendix and Buyer authorise us to transfer Buyer’s personal data to them; (iv) provide Buyer with reasonable assistance in carrying out any legally required data protection impact assessments, complying with the rights of data subjects and complying with Buyer’s own data security obligations under applicable data protection legislation; (v) notify Buyer without undue delay after becoming aware of a breach in respect of it; (vi) subject to any other terms in this Call-Off Contract which state otherwise, on Buyer’s request either return or destroy it when the Call-Off Contract ends; and (vii) on Buyer’s written request, provide Buyer with reasonable information necessary to demonstrate our compliance with this paragraph, which may include any available third party security audit reports.



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