

PACS CHANGE CONTROL NOTE

CCN Number	PACS080	File Ref:	I0462
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Originator	IBM	Date:	13 th October 2017
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Date Change effective from	1 st February 2017
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Agreement Name	PAFP SOFTWARE SUPPORT SERVICES AGREEMENT
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Reason for change:
To reinstate and extend the Agreement from 13th October 2017 to 31st January 2018

Date of expiry of this CCN: 31st January 2018

Department for Work and Pensions	IBM United Kingdom Limited
Signature: [REDACTED]	Signature: [REDACTED]
Name: [REDACTED]	Name: [REDACTED]
Title: [REDACTED]	Title: [REDACTED]
Date: 13/10/17	Date: 13/10/17

BENEFITS AGENCY PACS ACCOUNTING SOFTWARE
SOFTWARE SUPPORT SERVICES AGREEMENT

The terms and conditions contained within this Change Control Note (CCN) shall amend the Agreement as provided for in this CCN.

For the purposes of this CCN, the "Agreement" includes the Benefits Agency PACS Accounting Software – Software Support Services Agreement made on 23 July 1997 and the subsequent amendments and updates which have been agreed from time to time and are listed in Schedule 1 of the Novation Agreement dated 30 November 2016. Each of us agrees that the complete agreement between us regarding this transaction consists of the aforementioned documents. In the event of any conflict between the terms of this Change Control Note and the Agreement and CCN's listed above, the terms of this Change Control Note shall prevail to the extent of such conflict. Nothing in this Agreement is intended to or does confer on any third party any benefit or right enforceable at the option of that third party against either DWP or IBM.

Clause 3 – Term of this Agreement

The following wording shall replace section 3.1 in Clause 3 of the Agreement:

3.1 The Agreement shall be reinstated and continue until 31st January 2018 subject to the rights of termination contained herein.

Clause 8 - Charges

The following wording shall replace in its entirety section 8.4 in Clause 8 of the Agreement:

[REDACTED]

[REDACTED]

Clause 15 – Termination

Clause 15.8 of the Agreement is modified as follows to reflect the changed contracting parties post the novation dated 30 November 2016:

15.8 DWP may terminate this Agreement by giving IBM a minimum of 30 days prior written notice. In the event of such termination DWP will pay to IBM (i) all applicable charges due for any Invoice Period completed prior to the effective date and (ii) a pro-rated amount based on the Invoice Values shown in Schedule 6 calculated on the number of days completed in such Invoice Period up to the effective date of termination. If DWP's notice of termination falls in the middle of an Invoice Period and such invoice has already been paid by DWP then IBM will refund the balance of the invoice for that period beyond the effective date of termination and (iii) with prior agreement between DWP and IBM any other costs incurred by IBM as a result of such termination that are not covered by (i) and (ii). For the avoidance of doubt, section (iii) above may include additional work requested by DWP subsequent to the effective date of termination which shall be performed under the terms and conditions of this Statement of Work and charged on a time and material basis at the then prevailing hourly rate for BMS/R Specialists.

Schedule 6 - Charges and Invoicing Procedure

The following wording shall replace section 6.1 in Schedule 6 of the Agreement:

6.1 Base Support -the fixed price Charge for reinstatement of the Agreement and Base Support from 13th October 2017 to 31st January 2018 is £ [REDACTED].

[REDACTED]

[REDACTED]

IBM will invoice for the Software Support Service, commencing on the 27th October 2017. Invoices will be submitted annually in advance, and in line with the following invoice schedule:-

Invoice Date	Invoice Value	Invoice Period
27 th October 2017	£99,500	13/10/2017 – 31/01/2018