Software and Services Special Option

Agreement Number : Redacted

The terms of this Software and Services Special Option ("Agreement" also called "SSSO") between Department for Work and Pensions ("Client", also called "Customer", "you" and "your") and IBM United Kingdom Limited ("IBM") allow Client to acquire SSSO Offerings, as defined below, for one bottom-line price, payable in instalments, a portion or all of which is prepaid and subject to the payment terms set out in the Software Instalment Payment Plan attached hereto as Section 11. The terms of this Agreement are in addition to and may modify (for the purposes of this Agreement only) those of the "Associated Documents" which govern the acquisition of the SSSO Offerings. The terms of the Associated Documents are incorporated into this Agreement by reference. The parties acknowledge and agree that the terms of Section 11 take precedence over the remainder of this Agreement and the Associated Documents in relation to matters of payment thereunder.

The parties agree to license the Products included in Schedule A – Products List on a full capacity basis. IBM agrees to waive back charges prior to the Start Date in relation to the entitlements included in Schedule A i) Products and Programs and iv) Subscription License Programs. Client remains responsible for ensuring their compliance to all licensing obligations as referenced in the Associated Documents

1. Confidentiality

Client understands that the terms of this Agreement (including the price offered to Client as part of this offering) are confidential, and Client agrees not to disclose the terms of this Agreement to any third party (including any agent, advisor, or consultant) without IBM's prior written approval pursuant to an IBM three-way non-disclosure Agreement, unless required by law.

2. Contract Term

This Agreement starts on **31st December 2024** ("**Start Date**") and remains in effect up to and including **31st December 2027** ("**End Date**"), unless terminated earlier as provided herein. Client may only purchase SSSO Offerings (as defined below) during the contract term.

3. SSSO Offerings

The offerings that qualify for the terms of this Agreement ("**SSSO Offerings**") may only be acquired directly from IBM and are as follows:

Products included in Schedule A – Products List, which is attached to and made part of this Agreement (the "**Listed Software Products**") are comprised of the following:
   i.   Products and Programs;
   ii.   Previously Deployed Programs;
   iii. IBM Subscription and Support ("**S&S**") renewals for previously acquired Programs;
   iv.   Subscription License Programs; and
   v.   Expert Lab Services.

Included in the Option Charges are charges for any applicable S&S and Subscriptions with coverage up to and including **31st December 2027** unless otherwise specified in the Schedule A – Products List.

4. Associated Documents and Use of SSSO Offerings
The following IBM Agreements comprise the Associated Documents and govern the use of SSSO Offerings:

1. IBM Customer Relationship Agreement ("**CRA**") Number: Z126-6555_WS-10_GB_08-2023, which governs Services https://www.ibm.com/support/customer/csol/terms/?ref=Z126-6555-10-08-2023-uk-en
2. IBM International Passport Advantage Agreement ("**IPAA**") Number: **134932** which governs IPAA Programs, IPAA Appliances, and associated Subscription and Support; Z125-5831_12_ZZ_08-2024 https://www.ibm.com/support/customer/csol/terms/?ref=Z125-5831-12-08-2024-zz-en

Software and Services Special Option

IBM

3. IBM International Program License Agreement ("**IPLA** i125-3301-15 10-2021, which governs System z Programs and IPAA Programs; https://www.ibm.com/support/customer/csol/terms/?ref=i125-3301-15-10-2021-zz-en
4. IBM containerized programs are subject to the IPAA and the **Addendum - Special Option for Container Licensing Terms** (the "**CLT Addendum**") which is attached to and made part of this Agreement as Exhibit **A**.

5. Subscription License Programs

IPAA Subscription License programs **"Subscription Programs"** are IBM programs that Client has the right to use and receive IBM S&S for a specified committed term (the "**Subscription Term**") as listed on **Schedule A Table 3 - New IPAA Subscription License Programs**. Subscription Programs cannot be terminated by Client during the Subscription Term. Upon completion of the Subscription Term, Client's right to use Subscription Programs ends.

IBM may withdraw a Subscription Program at any time. For Clients whose Subscription Term extends past the withdrawal date, Client retains the right to use Subscription Programs at the quantity Client licensed before the withdrawal date. IBM will continue to provide support until the end of the Subscription Term or work with the Client to establish an alternative solution.

Client may not use bundled programs or Subscription Programs acquired as part of this Agreement to replace IBM Program S&S.

6. Closure of the IBM Software License Review Follow Up

6.1 : Previously Deployed Listed Programs

Client may deploy Previously Deployed Listed Programs as permitted by the applicable IPAA or IPLA up to the maximum level of use authorization (quantities) specified in Schedule A – **Table 1 - Previously Deployed IPAA Programs** herein.

6.2 : Redacted

Redacted

Redacted
.

7. Acquisition of Not to Exceed Pricing for Eligible Programs

Redacted

Software and Services Special Option

IBM

Order Due Date	S&S Coverage Period	Not to Exceed Price
1st December 2027	1st January 2028 – 31st December 2028	£2,926,587.00

Redacted

Order Due Date	Subscription License Coverage Period	Not to Exceed Price
1st December 2027	31st December 2027 - 30th December 2028	£523,289.00

8. Verification

Notwithstanding the below, IBM agrees not to undertake such verification for a period of two years from the Start Date unless IBM reasonably believes Client is not in compliance with the license terms.

Client may deploy the SSSO Offerings, as permitted by Client's Associated Documents up to the maximum level of use authorizations (quantities) specified in this Agreement. If Client's actual deployment of any of the Listed Software Products has exceeded the specified maximum level of use authorizations (quantities), Client agrees to promptly notify IBM of such excess and to pay separately for such excess as IBM specifies in its invoice, at Client's then-current (1) RSVP level price for Programs made available under the IPAA and (2) suggested retail price for Programs not made available under the IPAA.

Client is responsible for (a) creating and maintaining accurate records of all deployments of SSSO Offerings and of use authorizations (quantities), (b) ensuring that Client does not exceed Client's use authorizations, and (c) remaining in compliance with the terms of this Agreement and the Associated Documents, including, without limitation, all of IBM's applicable licensing and pricing qualification terms (independently or collectively the "**License Terms**").

Upon reasonable notice, IBM may verify Client's compliance with the License Terms at all sites and for all environments in which Client uses (for any purpose) SSSO Offerings, subject to the License Terms. Such verification will be conducted in a manner that minimizes disruption to Client's business and may be conducted on Client's premises, during normal business hours. IBM may use an independent auditor ("**Auditor**") to assist with such verification, provided IBM has a written confidentiality agreement in place with such Auditor. Client agrees to provide to IBM and the Auditors accurate written records, system tool outputs (including without limitation the retained SMF 30 subtype 4 records), and other system information sufficient to provide auditable verification that Client's use of all SSSO Offerings is in compliance with the License Terms.
The rights and obligations set forth in this section (Verification) remain in effect during the term of this Agreement and for two years thereafter.

IBM will notify Client in writing if any such verification indicates that Client have used any of the SSSO Offerings in excess of its use authorizations or are otherwise not in compliance with the License Terms. In addition to Client's obligations to pay for any excess use, Client agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for: (1) S&S for the SSSO Offerings in such excess use for the lesser of the duration of such excess use or two years; and (2) any additional charges and other liabilities determined as a result of such verification.

Unless specifically agreed herein or in another signed agreement in writing between Client and IBM, the licenses for the Programs and S&S acquired under this Agreement may not be used to settle or resolve any software license non-compliance by Client that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Agreement may not be used as authorization to deploy Programs prior to the Start Date.

9. **Charges**

Client shall pay IBM for all SSSO Offerings provided under this Agreement, including all amounts due to IBM under Section 11 (the "**Option Charges**").

The Option Charges are due on or before the following dates as follows:

Due Date	Amount Due
1st February 2025	£4,136,644.15
1st January 2026	£2,920,483.39
1st January 2027	£2,920,483.39

Included in the Option Charges are charges for any applicable S&S and Subscriptions with coverage up to and including **31st December 2027** unless otherwise specified in the Schedule A – Products List

The Option Charges do not include any additional amounts incurred pursuant to the section of this Agreement entitled "Verification". The Option Charges and any additional charges beyond the Option Charges incurred pursuant to the section entitled "Verification" are exclusive of any applicable duties, fees and taxes. Client is responsible for any such duties, fees and taxes including, but not limited to, withholding taxes and, if as a result of Client moving, accessing or using any of the SSSO Offerings across a border, any customs duty, tax, levy or fee (including withholding taxes for the import or export of any such SSSO Offering).

The Option Charges are not cancelable except as may be otherwise provided in the section of this Agreement entitled "Termination".

In the event there is any shortfall in payment of any Option Charge, in addition to any other remedies available to IBM under this Agreement, IBM shall be entitled to allocate the monies received in satisfaction of the obligations arising pursuant to Section 11 and the remainder of the Agreement in any order and manner that IBM determines, and the Client waives any rights it may have to apportion any payment made by it (or on its behalf) in any order or manner. A certificate or determination by IBM as to the split of any Option Charge for the time being due to it from Client between the obligations arising pursuant to Section 11 and the remainder of the Agreement shall be, in the absence of any manifest error, conclusive evidence of the split.

10. **Termination**

Upon termination Client will pay to IBM any unpaid portion of the Option Charges ("Remaining Charges"), including, but not limited to any amounts due pursuant to the Section of this Amendment entitled "Verification", plus any taxes which arise on or before the date of the termination. The Remaining Charges include the charges set forth in the part of Section 11 of the SSSO (Software Instalment Payment Plan) related to termination. Notwithstanding any such termination, but subject to Client's payment of the Remaining Charges the S&S for the Listed Software Products for the term of the coverage period specified herein continues in accordance with the terms and conditions of the Associated Documents.

11. **Software Instalment Payment Plan**

      11.1 Payment and Software

a) This Section 11 to the Agreement sets out additional terms and conditions under which IBM grants a licence to use the Software referenced below in the Software Details and Payments table.

b) IBM agrees to waive the requirement for the Client to make upfront payment for the Software, in return for the Client's agreement to pay the Option Charges as set out in Section 9 of the Agreement. Such payments are due under the terms of this Section 11, which will take precedence over the remainder of the Agreement and Associated Documents in relation to any payment matters and in the event of any conflict. It is a condition of this Section 11 that the Client shall comply with the terms of the IPAA.

c) Any conditions and warranties, express or implied, statutory or otherwise, made as to the condition, quality or description of any Software or as to its purpose, are unchanged by this Section 11 and remain governed by the IPAA. Such terms shall also continue in relation to performance and other related issues of the Software, and the payment obligations herein shall not affect any of the Client's rights set out in the Agreement.

Software Details and Payments Table
Software Description: SSSO Offerings set out in Schedule A
Term: 36 months
Payments: Included in the Option Charges as per Section 9, Charges

d) The Start Date of this Section 11 will be the Start Date of the Agreement.

e) Client is responsible for any taxes and charges arising in respect of this Section 11.

f) Termination of this Section 11 shall occur as set out in Section 10 of the Agreement. Payment of the Remaining Charges as defined therein shall satisfy Client's payment of all amounts due under this Section 11.

g) Following either: (a) in the event of early termination, payment of the Remaining Charges, or (b) receipt by IBM of all amounts due under this Section 11, this Section 11 shall terminate, and any matters related to the continued use of Software shall be governed by the IPAA.

h) The following representations shall be made before and shall continue during the Term of the Software Instalment Payment Plan: Except as may be permitted in the Agreement, IBM represents and warrants to Client that it will not interfere with Client's quiet enjoyment of use or possession of the Software, nor permit others acting on its behalf to do so, unless there is an event of default by Client in accordance with clause 11.1(j) of this Section 11.

i) Any matters relating to loss or corruption of Software shall not affect Client's payment obligations under this Section 11.

j) Subject to IBM not being in material breach of its obligations under the Agreement and the Associated Documents, if Client: (a) fails to pay in full any Payment within 30 business days of receiving written notice from IBM that such Payment is due, or (b) fails to remedy a material breach of any other obligation under this Section 11 within 30 business days of receiving written notice from IBM giving details of such breach, IBM may take any or all of the following actions i) treat this Section 11 as terminated and recover from Client all sums then due, plus the Early Termination Charge, ii) withdraw Client's right to use the Software.

11.2 General

a) IBM will sell and assign all of its rights, title and interest in this Section 11 to IBM United Kingdom Financial Services Limited ("IBM UK FSL") immediately on the Start Date and this Section 11 shall be deemed to be notice of such assignment. All instalment payment plan activities under this Section 11 shall be undertaken by IBM UK FSL. During the Term, IBM UK FSL may assign or novate its interests and/or benefits in this Section 11 to another United Kingdom based wholly owned subsidiary of IBM Corporation without consent and this Section 11 shall be deemed to be notice of any such assignment.

b) During the Term, Client hereby undertakes in favour of IBM to ensure that Software at all times will be kept free from any lien, charge or encumbrance, or otherwise dispose of Software except as otherwise set out in this Section 11.

c) Neither IBM Corporation, IBM nor any other IBM Enterprise makes any representation whatsoever regarding Client's accounting treatment applicable to the charges for transactions under this Section 11. IBM Corporation accounts for this Section 11 as an instalment payment plan under US GAAP for US reporting purposes. Summary details of transactions under this Section 11 are available upon request.

11.3 Definitions

The following definitions apply to this Section 11 only unless stated otherwise:

"Early Termination Charge" means at the date of termination the total of:

i)   a sum equal to any amounts, including late Payment interest, that have fallen due but have not been paid, and

ii)   the sum of any Payments not yet due;

"Payment(s)" means the periodic payments for the Software set out in this Section 11 during the Term and any other amounts including costs of providing this Section 11;

"Software" means those SSSO Offerings listed in the Software Details and Payments Table herein that are subject to the terms of this Section 11;

"Term" means the term stated in months in this Section 11, plus the period of time elapsing between the Start Date and the due date of the first Payment referenced in the Software Details and Payments Table.

12. Governance and Management Information

12.1 The parties acknowledge and agree that this Section 12 (Governance) documents the parties' intentions as of the commencement of this Agreement. It is the parties' intention to abide by them on a commercially reasonable endeavours basis. The parties agree that a breach under this clause will not be considered as a breach under the Agreement.

12.2 The parties shall make available a representative to coordinate and deal with any issues arising at the applicable meetings.

12.3 Quarterly Business Review Meeting(a) A Quarterly Business Review Meeting will be held quarterly by the parties. The Quarterly Business Review Meeting designed to ensure strategic and operational priorities are aligned between Client and IBM, whilst developing and maintaining a strong relationship between the parties. (b) The matters and topics to be discussed at the Quarterly Business Review Meetings may include but is not limited to: recent successes, technology roadmap, security threats, product lifecyle, ILMT/Flexera, innovation ideas. The agenda will be agreed by the parties prior to the Quarterly Business Review Meeting.

   Part A of the meetings will include:
   i.   open issues from the previous meeting;
   ii.   potential audit or risk issues, any escalations and the high-level performance review for the quarter;
   iii.   a review of any known or potential new risks;
   iv.   any issues that have not been agreed at monthly meetings.

   Part B of the meeting will include IBM's innovation ideas and review of those initiatives that are already in development in relation to the scope of this Agreement.

   Attendees will include representation from DWP's ITAM, Commercial teams and IBM and other stakeholders the parties may wish to include from time to time.

13. General

   a.   Acquisitions made under this Agreement may not be resold, rented, leased or transferred to third parties.

   b.   Each party will identify one point of contact to facilitate communication between the parties and the management of this Agreement.

   c.   Client may not transfer or assign this Agreement without the written consent of IBM. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assignees.

   d.   IBM may assign its rights to payments under this Agreement.

   e.   Client may not use acquired bundled programs, such as Cloud Paks, or IBM Subscription Licenses to replace IBM S&S.

   f.   It will be considered a material breach of this Agreement if Client sets-off, or attempts to set-off, any payments due IBM under this Agreement by any amounts IBM owes Client, or may owe Client, under other agreements Client may have with IBM or if Client refuses to make payments under this Agreement based upon any dissatisfaction Client may have under any such other agreements.

   g.   Processing of Personal Data:

Software and Services Special Option

IBM

IBM's Data Processing Addendum ("**DPA**") at ibm.com/terms/dpa and the applicable DPA Exhibits apply and supplement the Agreement if and to the extent (i) the European General Data Protection Regulation (EU/2016/679) or (ii) other data protection laws identified at www.ibm.com/terms?id=DPA-DPL apply to the processing of personal data by IBM as a Processor on behalf of the Client.

The DPA Exhibit applicable to S&S is published at:
http://www.ibm.com/terms/?id=DPA-Exhibit_TSS

The prices and terms of this Agreement will not become effective unless Client returns a signed copy of this Agreement with Client's order to IBM on or before 18**th December 2024**.

The parties agree that this Agreement, including all Associated Documents, is the complete agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, the parties agree to the terms of this Agreement and the Associated Documents. If there is a conflict among terms of this Agreement and those of the Associated Documents, for the purposes of this Agreement, those of this Agreement prevail**.**

Agreed to:
Department for Work and Pensions

Agreed to:
IBM United Kingdom Limited

Redacted

By
Customer Authorized signature

Redacted

By
Authorized signature

Name (type or print): Redacted

Name (type or print): Redacted

Position (type or print): Redacted

Position (type or print): Redacted

Date:
2024-12-12 15:59:04 GMT
Redacted

Date:
2024-12-12 17:13:00 GMT

Client's address:

Software and Services Special Option

IBM

SCHEDULE A – PRODUCTS LIST

TABLE 1 – PREVIOUSLY DEPLOYED IPAA PROGRAMS				
LICENSE PART NUMBER	**DESCRIPTION**	**QUANTITY**	**S&S START DATE**	**S&S END DATE**
Redacted	Redacted	23872	01/01/2024	31/12/2024
Redacted	Redacted	623	01/01/2024	31/12/2024
Redacted	Redacted	122	01/01/2024	31/12/2024
Redacted	Redacted	383	01/01/2024	31/12/2024

TABLE 2 –NEW IPAA PRODUCTS AND PROGRAMS					
LICENSE PART NUMBER	**S&S PART NUMBER**	**DESCRIPTION**	**QUANTITY**	**S&S START DATE**	**S&S END DATE**
Redacted	Redacted	Redacted	4519	31/12/2024	31/12/2026
Redacted	Redacted	Redacted	6943	31/12/2024	31/12/2027
Redacted	Redacted	Redacted	19999	31/12/2024	31/12/2027

Table 3 - NEW IBM IPAA SUBSCRIPTION LICENSE PROGRAMS				
Subscription License Part Number	**Product Description**	**Quantity**	**Subscription Term Start Date**	**Subscription Term End Date**
Redacted	Redacted	820	31/12/2024	30/12/2027
Redacted	Redacted	163	31/12/2024	30/12/2026
Redacted	Redacted	213	31/12/2024	30/12/2027

TABLE 4 - S&S ON PREVIOUSLY ACQUIRED IPAA PROGRAMS				
S&S PART NUMBER	**DESCRIPTION**	**QUANTITY**	**S&S START DATE**	**S&S END DATE**
Redacted	Redacted	1800	01/01/2025	31/12/2026

Software and Services Special Option

TABLE 4 - S&S ON PREVIOUSLY ACQUIRED IPAA PROGRAMS				
S&S PART NUMBER	**DESCRIPTION**	**QUANTITY**	**S&S START DATE**	**S&S END DATE**
Redacted	Redacted	4601	01/01/2025	31/12/2026
Redacted	Redacted	7740	01/01/2025	31/12/2027
Redacted	Redacted	35001	01/01/2025	31/12/2027
Redacted	Redacted	15960	01/01/2025	31/12/2027
Redacted	Redacted	26141	01/01/2025	31/12/2027
Redacted	Redacted	90117	01/01/2025	31/12/2027
Redacted	Redacted	10	01/01/2025	31/12/2027
Redacted	Redacted	2	01/01/2025	31/12/2027
Redacted	Redacted	1	01/01/2025	31/12/2027
Redacted	Redacted	2	01/01/2025	31/12/2027
Redacted	Redacted	5	01/01/2025	31/12/2027
Redacted	Redacted	16	01/01/2025	31/12/2027
Redacted	Redacted	5	01/01/2025	31/12/2027
Redacted	Redacted	5	01/01/2025	31/12/2027
Redacted	Redacted	15	01/01/2025	31/12/2027
Redacted	Redacted	100	01/01/2025	31/12/2027
Redacted	Redacted	150	01/01/2025	31/12/2027
Redacted	Redacted	68	01/01/2025	31/12/2027

TABLE 4 - S&S ON PREVIOUSLY ACQUIRED IPAA PROGRAMS				
S&S PART NUMBER	**DESCRIPTION**	**QUANTITY**	**S&S START DATE**	**S&S END DATE**
Redacted	Redacted	50	01/01/2025	31/12/2027
Redacted	Redacted	2	01/01/2025	31/12/2027
Redacted	Redacted	2	01/01/2025	31/12/2027
Redacted	Redacted	1400	01/04/2025	31/12/2027
Redacted	Redacted	900	01/04/2025	31/12/2027

End of Schedule A

Software and Services Special Option

IBM

Exhibit A

Addendum - Special Option for Container Licensing Terms

IBM

This Addendum – Special Option for Container Licensing Terms ("**CLT Addendum**") modifies or is in addition to the terms of IBM International Passport Advantage Agreement or the equivalent agreement ("**IPAA Agreement**") referenced in this Agreement. Capitalized terms not defined in this CLT Addendum are defined in the Agreement and Associated Documents.

1. **Container Licensing Terms**

   Eligible Products (EP) that meet the requirements for containerization usage may be licensed under Container Licensing terms ("**Eligible Container Product**") at:

   https://www.ibm.com/software/passportadvantage/containerlicenses.html.

   Client must acquire entitlements for the total number of cores associated with the capacity of all containers available to the Eligible Container Product.

2. **Additional Virtualization Environment Terms**

   For EP deployments that cannot meet Container Licensing requirements, Client must license the total number of physical processor cores activated and available for use on all servers where the EP is deployed (Full Capacity).

   If at any time IBM becomes aware of circumstances indicating that Client is not operating all or a portion of Client's environment in accordance with applicable Container Licensing requirements, IBM may declare Client's Enterprise, or any applicable portion of Client's Enterprise, ineligible for Container Licensing and will provide Client with notice of any such determination. Client shall have 30 days to provide IBM information sufficient for IBM to determine that Client is in full compliance with the applicable Container Licensing requirements, in which case IBM shall withdraw its determination of ineligibility. Otherwise, Client agrees to acquire sufficient additional licenses and IBM Software Subscription and Support entitlements necessary for Full Capacity usage within the identified Client environment at then current prices.

3. **Client's Container Reporting Responsibilities**

   Client will properly install, run, and maintain the IBM License Service as described at https://www.ibm.com/software/passportadvantage/containerlicenses.html and configure the IBM License Service according to the Eligible Container Product's documentation within 90 days of deploying any Eligible Container Product.

   Manual tracking of container capacity is not permitted. Reports generated by the IBM License Service must be prepared at least once per quarter and retained for a period of not less than 2 years. In conjunction with Container Licensing, failure to use the **IBM License Service and prepare and provide required reports will result in Full Capacity charging for all servers within the cluster where the Eligible Container Product is deployed.**

4. **Additional Reporting Responsibilities**

   Client will not alter, modify, omit, delete, or misrepresent by any means, directly or indirectly,

   1. i) reports generated by the IBM License Service;
   2. ii) the IBM License Service code; or

3.   iii) reports that Client submits to IBM or to an independent auditor.

The foregoing does not apply to changes, modifications or updates to IBM License Service expressly provided by IBM.

Client will assign a person in Client's organization with authority to manage and promptly resolve questions on reports or inconsistencies between report contents, license entitlement, or IBM License Service configuration; and promptly place an order with IBM or Client's Reseller if reports reflect EP use over Client's authorized level. IBM Software Subscription and Support and Selected Support coverage will be charged as of the date Client exceeded Client's authorized level.

End of Exhibit **A**

Software and Services Special Option

IBM

IBM United Kingdom Limited
Building C
IBM Hursley Office
Hursley Park Road
Winchester
Hampshire
SO21 2JN (hereinafter "IBM")

Statement of Work for Fixed Price Assistance Services

Customer Name and Address:
Department For Work & Pensions
Crown Way, 3rd Floor, Companies House
Cardiff
CF14 3UW

IBM Business Unit:
IBM United Kingdom Ltd
20 York Road
London
SE1 7ND

(hereinafter "Customer", "you" or "your")

Customer Number:
   Redacted

Statement of Work Number:
   Redacted

Customer Reference Data:
N/A

Date Prepared:
22nd November 2024

This Statement of Work is subject to IBM Client Relationship Agreement for Services (Z126-6555-GB), "*the Agreement*", which is hereby incorporated. The IBM Customer Agreement defines important terms and conditions relating to our business transaction.

It is available at the URL below. If it is not accessible, please request a copy from your IBM sales person.

www.ibm.com/terms/cra-services&cc=uk&lc=en

Nothing stated in this paragraph shall have the effect of excluding or limiting liability for fraud. Each of us agrees that the complete agreement between us regarding this transaction consists of the Agreement and this Statement of Work, and replaces any oral or written communications between us.

In the event of any conflict between the Agreement and the terms of this Statement of Work, the terms of this Statement of Work shall prevail to the extent of such conflict. In the event of any conflict between this Statement of Work and any Schedules or Appendices, the Schedules or Appendices shall prevail to the extent of such conflict.

This Statement of Work may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Statement of Work. Once accepted, i) any reproduction of this Statement of Work made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and ii) all Services under this Statement of Work and the Agreement are
subject to it.

Software and Services Special Option

1.   Overview and Approach

IBM is pleased to present this Statement of Work ("SOW") for assistance services for up to 30 days.

2.   IBM Statement of Work

This section describes the work to be provided by IBM (the "Services") to Department For Work & Pension ("Client", also called "you" and "your") under the terms and conditions of the agreement identified in the signature block of this SOW (the "Agreement"). In addition, Client's responsibilities are listed.
The following are incorporated in and made part of this SOW:

- Appendix A: Project Procedures

2.1 Project Scope

Under this project IBM will provide assistance services for up to 30 days for Technology Expert Labs services to assist the Customer with IBM products.

IBM's estimated charges and schedule are based on performance of the activities listed in the "IBM Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-1: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using IBM's standard rates in effect from time to time for any resulting additional work or waiting time.

2.1.1 Key Assumptions

This SOW and IBM's estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

a.   The services will be conducted remotely – any onsite assistance services shall be subject to relevant expenses

b.   The services will be deemed complete once the 30 days have been fully utilised

c.   The services will not include any support for products such as fixes or code changes

d.   Services shall be conducted during normal business days and normal UK business hours, 8:30 AM to 5:15 PM, local time, Monday through Friday, *except holidays*.

e.   The assistance will be requested via the IBM Account Manager and with a minimum scheduling timeframe of 2 weeks. Where possible and subject to resource availability, IBM will provide the resource within a shorter timeframe.

2.2 IBM Responsibilities

Under this SOW, IBM will undertake the following activities:

Activity 1 - Engagement Management

IBM will assign resources to provide leadership and management for the IBM responsibilities under this SOW. This will include technical direction for the engagement, management of IBM project personnel, and a framework for project planning, governance, communications, reporting, and procedural and contractual activities. This activity is composed of the following tasks:
IBM will:

a.   establish and facilitate executive governance meetings to review progress and proactively address open issues and agree upon mitigating actions;

b.   provide a single point of contact for executive escalation within IBM Technology Expert Labs;

c.   review the SOW and the contractual responsibilities of both parties with Client's Project Manager;

d.   maintain project communications through Client's Project Manager;

e.   coordinate the establishment of the project environment;

f.   establish documentation and procedural standards for deliverable Materials;

g.   assist Client's Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones, and estimates;

h.   review with Client the hardware required for the performance of this SOW;

i.   review project tasks, schedules, and resources and make changes or additions, as appropriate;

j.   measure and evaluate progress against the project plan with Client's Project Manager;

k.   review the IBM standard invoice format and billing procedure to be used on the project, with Client's Project Manager;

l.   work with Client's Project Manager to address and resolve deviations from the project plan;

m.   establish and conduct regularly scheduled project status meetings;

n.   administer the Project Change Control Procedure with Client's Project Manager;

o.   coordinate and manage the technical activities of IBM project personnel; and

p.   optimize resource allocation based on scope, schedule, project goals and financial outlook.

Completion Criteria:

This is an ongoing activity which will be considered complete at the end of the Services.

Activity 2 - Technical Service and Support

Under this activity, IBM will perform assistance services for up to 30 days (per year) for Technology Expert Labs services to assist the Customer with IBM products.

The service includes, but is not limited to, assistance in activities such as:

a.   **Troubleshooting operational issues**

b.   **Design assistance**

c.   **Migration approach**

Completion Criteria:

This is an ongoing activity which will be considered complete at the end of the Services.

Assumptions:

- The services will be conducted remotely – any onsite assistance services shall be subject to relevant expenses

- The services will be deemed complete once the 30 days have been fully utilised

- The services will not include any support for products such as fixes or code changes

- Services shall be conducted during normal business days and normal UK business hours.

- The assistance will be requested via the IBM Account Manager and with a minimum scheduling timeframe of 2 weeks. Where possible and subject to resource availability, IBM will provide the resource within a shorter timeframe.

2.1 Client Responsibilities

IBM's performance is dependent upon Client's fulfillment of Client's responsibilities at no charge to IBM. Any delay in performance of Client's responsibilities may result in additional charges and/or delay of the completion of the Services and will be handled in accordance with the Project Change Control Procedure.

2.1.1 Client's Project Manager

Prior to the start of this project, Client will designate a person called Client's Project Manager who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of Client in all matters regarding this project.

Client's Project Manager's responsibilities include the following:

a.   manage Client's personnel and responsibilities for this project;

b.   serve as the interface between IBM and all Client's departments participating in the project;

c.   administer the Project Change Control Procedure with the IBM Project Manager;

d. participate in project status meetings;

e. obtain and provide information, data, and decisions within three business days of IBM's request unless Client and IBM agree in writing to a different response time;

f. resolve deviations from the estimated schedule, which may be caused by Client;

g. help resolve project issues and escalate issues within Client's organization, as necessary;

h. create, with IBM's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones, and estimates; and

i. review with the IBM Project Manager any of Client's invoice or billing requirements.

   Note: Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price and will be managed through the Project Change Control Procedure in Appendix A-1.

2.1.2 Client Other Responsibilities

Client will:

a. make appropriate personnel available to assist IBM in the performance of its responsibilities;

b. provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities needed by IBM personnel while working at Client's location;

c. supply all prerequisite hardware and software to be used during the performance of this SOW. This does not include any hardware or software normally used by IBM consultants in the performance of their day-to-day responsibilities with IBM;

d. provide information and materials IBM requires to provide the Services. IBM will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by Client;

e. if making available any facilities, software, hardware, or other resources in connection with IBM's performance of Services, obtain at no cost to IBM any licenses or approvals related to these resources that may be necessary for IBM to perform the Services. IBM will be relieved of its obligations that are adversely affected by Client's failure to promptly obtain such licenses or approvals. Client agrees to reimburse IBM for any reasonable expenses, that IBM may incur from Client's failure to obtain these licenses or approvals;

f. ensure that current maintenance, license, and other applicable agreements are in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of the third parties, and for any third-party hardware, software or communications equipment used in connection with the Services;

g. be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect Client's existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. Client is solely responsible for obtaining advice of legal counsel as to the compliance with such laws, and regulations;

h. obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. Client also agrees that with respect to data that is transferred or hosted, Client is responsible for ensuring that all such data adheres to the laws and regulations governing such data;

i. be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and, use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel;

j. if IBM requires access to Client's production systems, provide the required hardware (either an assigned desktop or laptop system) and/or provide secured access that could be used with IBM-provided hardware. Any hardware provided for this access will be secured at Client's location when not in use by IBM;

k. pursuant to any applicable export compliance laws and regulations, Client confirms they will not provide or give access to source code or technology (e.g., specific technical information, including technical data, necessary for the development, design, production, or use of a product) that would restrict or otherwise prohibit IBM from using global resources to provide Cloud Services or other Services. Client will notify IBM and obtain written agreement prior to providing or enabling any such access;

l. agree that each party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users;

m. IBM may use personnel and resources in locations worldwide, including third party contractors to support the delivery of IBM Products and Non-IBM Products. IBM may transfer Content, including personally identifiable information, across country borders. If any Content could be subject to governmental regulation or may require security measures beyond those specified by IBM for Cloud Services or other Services, Client will not input, provide, or allow access to such Content unless specifically permitted in the terms of the relevant TD or unless IBM has otherwise first agreed in writing to implement additional security and other measures;

2.1 Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

a. IBM completes the IBM responsibilities, including provision of the deliverables, if any; or

b. the Services are terminated in accordance with the provisions of the Agreement.

2.2 Estimated Schedule

The Services will be provided between a start date to be determined by both parties and currently estimated to be **1st January 2025** ("Start Date"), and an end date of **31st December 2025** ("End Date"), or on other dates mutually agreed to between Client and IBM.

2.3 Charges

The Charges for the Services defined in this Redacted are included as part of the option Charges detailed under Section 9. The charges of the Services is limited to £53,280 (excluding duties, fees, taxes and expenses). Any reasonable expenses including for travel, accommodation and living costs as well as other miscellaneous costs to be charged to the Customer are subject to prior written agreement.

If Client's identification number indicates that Client requires a Purchase Order (PO) for payment purposes, the Services under this SOW will not be provided until a PO or a PO waiver for the charges specified in the Charges section, including travel, and living expenses, is received. A PO waiver may be sent in hard copy or e-mail but must come from an authorized officer or Client's purchasing agent. Any different or added terms contained in any PO or other ordering documents that might be exchanged in relation to activities under this SOW will not be applicable or of any effect.

2.4 Data Processing Protection

Client agrees that no Client personal data will be provided to IBM for processing on behalf of the Client. In the event of a change, Client will notify IBM in writing and IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and an agreed upon DPA Exhibit will apply to IBM's processing of such personal data on behalf of Client and incorporated into the Agreement.

This SOW and the Agreement are the complete agreement between Client and IBM regarding Services and replace any prior oral or written communications between us. Accordingly, in entering into this SOW, neither party is relying upon any representation that is not specified in this SOW including without limitation, any representations concerning 1) completion dates, levels of service, hours, or charges to provide any Service; 2) the experiences of other Clients; or 3) results or savings Client may achieve.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of this SOW will govern.

Appendix A: Project Procedures

A - 1: Project Change Control Procedure

A Project Change Request ("PCR") is used to document a change and the effect the change will have on the Services. Both parties will review the PCR and agree to implement it, recommend it for further investigation, or reject it. IBM will specify any charges for such investigation.

IBM and Client may determine that it is necessary to exceed the number of estimated hours for the Services as stated in the "Charges" section. In such event, Client may authorize additional hours and funding by written request. The request must reference the SOW number. Through the end of the calendar year (i.e., December 31) during which this SOW is originally executed, additional hours, funding, and End Date extension may be requested in writing, at the originally contracted hourly rate, specified in the "Charges" section. If accepted or initiated by IBM, such letter or e-mail will act as a change authorization to this SOW. All other requested changes will require execution of a Project Change Request.

A - 2: Escalation Procedure

Client and IBM will meet to resolve issues relating to the Services.

a.   If an issue is not resolved within three (3) business days, Client's executive sponsor will meet with IBM's Project Manager to resolve the issue.

b.   If the conflict is resolved, the resolution will be addressed through the Project Change Control Procedure.

While a conflict is being resolved, IBM will provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict; Client agrees to pay invoice