

## VARIATION

Call Off Contract reference: VOA Ref – ITP875  
Variation Form No: Variation Number [REDACTED]

BETWEEN:

**Her Majesty's Revenue and Customs**, [REDACTED] ("the Customer")  
and

**Atos IT Services UK Limited**, a company incorporated in England and Wales (company number [REDACTED]), whose registered office is at [REDACTED] ("the Supplier")  
(each a "**Party**", and together the "**Parties**")

1. Valuation Office Agency and Unify Enterprise Communications Limited entered into a G Cloud 9 Call Off Contract pursuant to the G Cloud 9 Framework Agreement (RM1557ix), with a Start Date of [REDACTED], which has the Call Off Contract reference number stated above (which, as varied by any subsequent variations becomes the "**Call Off Contract**").

2. On [REDACTED], the managed service part of the business of [REDACTED] (the "**Business**") was acquired by the Supplier at which time all rights, obligations and liabilities in and to the Business (including the Call Off Contract) were assigned to the Supplier.

3. On [REDACTED], all rights, obligations and liabilities under the Call Off Contract were novated from Valuation Office Agency to Her Majesty's Revenue and Customs, at which time Her Majesty's Revenue and Customs became the Customer under the Call Off Contract.

4. The Parties are the parties to the Call Off Contract and the Parties now wish to amend the Call Off Contract as follows, which shall take effect on [REDACTED] (the "**Variation Date**"). All words and expressions in this Variation shall have the meanings given to them in the Call Off Contract.

5. With effect from the Variation Date:

5.1 the Call Off Contract, which is currently due to expire on [REDACTED], shall be extended for the period up to and including [REDACTED] (the "**Extension Period**") at which time the Call Off Contract will automatically terminate, unless agreed otherwise in writing by the parties in accordance with the terms of the Call Off Contract;

5.2 the charges for the Supplier providing the VOIP telephony services to the Customer under the Call Off Contract during the Extension Period shall be the sum of £[REDACTED] (excluding VAT).

6. It is agreed and understood between the Parties that in order to comply with clauses 21.3, 21.4 and 21.5 of the Call Off Contract, an additional exit plan shall be developed by the Supplier during the monthly contract performance management meetings currently being held between the Parties, and the Parties shall work together to agree the additional exit plan, which shall be finalised by no later than [REDACTED], unless agreed otherwise in writing by the Parties.

7. It is agreed and understood between the Parties that the scope, the consideration and the other essential elements (including dependencies, technical requirements and customer obligations) of the Call Off contract (as amended herein) have been defined taking into account the “as is” status of the effects of COVID-19 in the place where delivery will take place at the moment of signature of this Variation (hereinafter the “**Current Status**”). In the event of any change to the Current Status, the Supplier shall have the right to submit a Variation for a coherent revision of the Call Off Contract (as amended herein) and the Parties shall enter into good faith negotiations in order to implement such change.

8. This Variation shall form part of the Call Off Contract as amended herein. In the event of any conflict between the Call Off Contract and this Variation, the latter shall prevail.

9. The Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

10. Each Party shall bear its own costs relating to the negotiation, preparation, execution and implementation by it of this Variation.

11. This Variation may be executed in counterparts or duplicates, each of which, when executed and delivered, shall constitute an original of this Variation and such counterparts or duplicates together shall constitute one and the same instrument. No counterpart or duplicate shall be effective until each Party has executed and delivered at least one counterpart or duplicate.

12. This Variation constitutes the entire agreement and understanding of the Parties and supersedes and extinguishes all previous drafts, agreements and understandings between them, whether oral or in writing, relating to its subject matter.

13. Each Party acknowledges and agrees that in entering into this Variation, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding (whether made innocently or negligently), which is not expressly set out in this Variation.

14. This Variation, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts

Signed by an authorised signatory for and on behalf of the Customer  
Signature

Date

[REDACTED]

Name (in Capitals)

[REDACTED]

Address

[REDACTED]

Signed by an authorised signatory for and on behalf of the Supplier  
Signature

Date

[REDACTED]

Name (in Capitals)

[REDACTED]

Address

[REDACTED]