DATED

Lt July 2023.

DEED OF VARIATION OF CONTRACT

between

ULTRA NUCLEAR LIMITED

and

DEPARTMENT FOR ENERGY SECURITY AND NET ZERO

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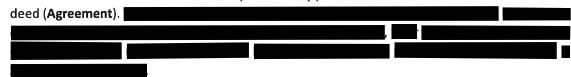
This deed is dated [DATE] 4th July 2023

Parties

- (1) Ultra Nuclear Limited incorporated and registered in England and Wales with company number 14356290 whose registered office and place of business is at Innovation House, Unit 7 Lancaster Road, Ferndown Industrial Estate, Wimborne, Dorset BH21 7SQ, United Kingdom (Party 1).
- (2) DEPARTMENT FOR ENERGY SECURITY AND NET ZERO whose registered address is at 1 Victoria Street, London SW1H 0ET, United Kingdom (Party 2).

BACKGROUND

(A) Party 1 and Party 2 are party to an agreement for services to support and maintain the RIMNET monitor network (now known as the RREMS monitor network), in connection with the equipment described in that contract dated 07 July 2014 a copy of which is attached as Schedule 1 to this deed (Agreement).



(B) Party 1 and Party 2 wish to amend the Agreement by extending the duration of the Agreement by a further period of up to 6 (six) months. The Parties also wish to include a summary of the scope of work with a price breakdown for the services, more detail around exit implementation and KPIs for the mobile monitors. The parties therefore wish to amend the Agreement as set out in this deed with effect from 00:00:02 on 1st August 2023 (Variation Date).

Agreed terms

1. Terms defined in the Agreement

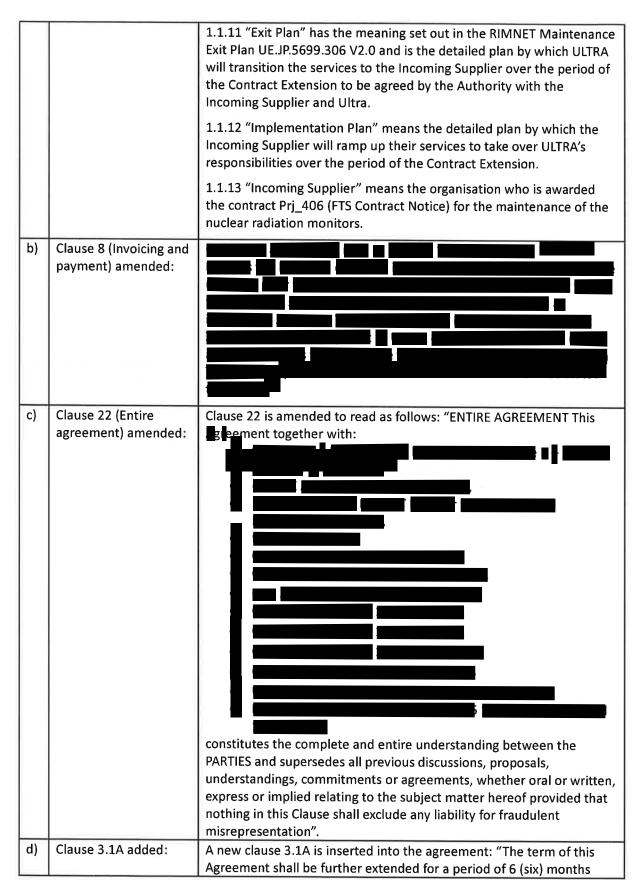
In this deed, expressions defined in the Agreement and used in this deed have the meaning set out in the Agreement unless otherwise defined. The rules of interpretation set out in the Agreement apply to this deed.

2. Variation

With effect from the Variation Date, the parties agree the following amendments to the Agreement:

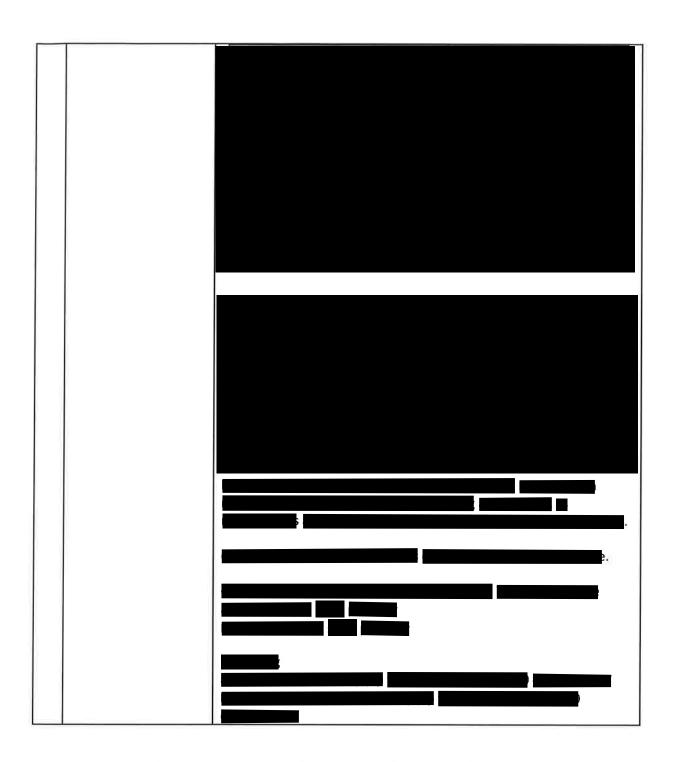
2.1

a)	Clause 1	Clause 1 is amended to add the following subclauses:
	l accandad	1.1.10 "Contract Extension Start Date" means the 1st August 2023, the first day of the contract extension period.



		from the Contract Extension Start Date (1st August 2023) up to 31 January 2024. The Authority may terminate this Agreement at any time during this 6-month extension period by giving ULTRA either 1 month's written notice to that effect or at a milestone date agreed with the Authority and the new incoming supplier when agreeing the Exit Plan".
e)	Clause 33 added:	A new clause 33 is inserted into the agreement:
		"33. TRANSITION AND EXIT
		33.1 ULTRA will work closely with the Authority and the Incoming Supplier to transfer progressively the responsibility of the services to the Incoming Supplier according to the Implementation Plan and Exit Plan agreed between all three Parties within sixty (60) days from the Contract Extension Start Date.
		33.2 If ULTRA is awarded the contract Prj_406 with the Authority for the maintenance of the nuclear radiation monitors, the contract Prj_406 will supersede this contract extension on the start date of the contract Prj_406.
		33.3 ULTRA's liability over each monitor will transfer to the Incoming Supplier when the switch of responsibility from ULTRA to the Incoming Supplier for each device occurs.
f)	ANNEX A - MAINTENANCE AGREEMENT amended:	
g)	ANNEX B - Schedule of Equipment to be Maintained	

	Schedule A -	
1	Scriedule A -	
	Equipment to be	
	serviced	
h)	ANNEX C - Milestone	
	Payment Schedule	
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1		
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1		



- 2.2 Except as set out in 2.1, the Agreement will continue in full force and effect.
- 2.3 To the extent of any conflict between the terms of the Agreement and this deed, the terms of this deed will prevail.

3 Governing law

3.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation is to be governed by and will be interpreted in accordance with the law of England and Wales.

4 Jurisdiction

4.1 Fach party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



