

THIS AGREEMENT is made on date signed below, by both parties.

BETWEEN:-

- (1) UK Research and Innovation (UKRI) whose Polaris House, North Star Avenue, Swindon, England, SN2 1FL (the "**Contracting Authority**"); and
- (2) Phoenix Software Limited (No: 02548628) whose registered office is situated at Bytes House, Randalls Way, Leatherhead, Surrey KT22 7TW ("**Contractor**").

RECITALS:-

- (A) The Contracting Authority and the Contractor entered into an agreement via SUPC SLRA Lot 1, Utilisation of the Chest Microsoft EES framework for supply of EES Microsoft Licences – as attached (Annex B). dated 21/12/2022 with the Contracting Authority's reference number of **DDaT22372** ("**Original Contract**") for the purposes of renew of Microsoft Enrolment for Education Solutions (EES) agreement for a 3-year period, dating from 1st January 2023 – 31st December 2025.
- (B) The Contracting Authority and the Contractor have agreed to vary the terms of the Original Contract as set out in this Agreement.
- (C) The Contracting Authority's reference number for this Variation Agreement is **V001**.

IT IS AGREED as follows:-

1. CONSIDERATION

In consideration of each of the parties entering into this Agreement (such consideration being agreed by the parties to be good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and agreed), the parties have agreed to vary the Original Contract in accordance with clause 8, Variation of Contract.

2. VARIATION OF THE ORIGINAL CONTRACT

- 2.1 The parties agree with effect from the date of this Agreement the Original Contract shall be varied as set out in Annex A attached.
- 2.2 Subject to the variations set out in Annex A, the Original Contract shall continue in full force and effect in all respects.
- 2.3 In addition to the amendments set out in Annex A, the Original Contract shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in Annex A of this Agreement, as if such further amendments were also expressly set out in Annex A.
- 2.4 Except as provided in Clause 2.3, the parties agree that no other liabilities, financial or otherwise, shall accrue to the Contracting Authority because of this Variation Agreement.

3. SEVERABILITY

The provisions of this Agreement are intended by the parties to be severable in the event that any part of it is held to be illegal or unenforceable (in whole or in part) and such part shall not affect the validity and enforceability of the remaining provisions or the remainder of the affected provision under this Agreement.

4. **AUTHORITY AND COSTS**

Each party undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Agreement.

5. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Agreement. Accordingly, the parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

6. **GOVERNING LAW AND JURISDICTION**

The parties agree that this Agreement and any dispute arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of England, and the parties submit to the jurisdiction of the English Courts.

EXECUTED by the parties on the first date in this Agreement.



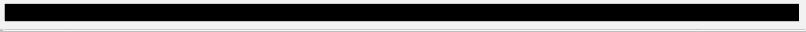
Address in full UK SBS Td, Polaris House,
North Star Avenue, Swindon, SN2 1ET

Address in full PHOENIX SOFTWARE
LTD, BLENHEIM HOUSE, YORK ROAD,
POCKLINGTON, YO42 1NS

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

All references to Clauses in this variation are to Clauses in the Original Contract.

1. Clause (Cl.1.1) Charges, shall be amended to increase value of original agreement by  The increase relates to call off for the purchase of additional licences (Volume) within Year 1 of the agreement & is not guaranteed.

Annex A



Annex B

