

Amendment 2 to TRiP Project Agreement

This Amendment 2 ("Amendment 2") is made on the date set out below between:

1. **Wall Street Systems UK Limited**, a company incorporated in England and Wales (registered number 03081375), whose registered office is at [REDACTED] ("**Contractor**"); and
2. **HM Treasury** of 1 Horse Guards Road, London, SW1A 2HQ (the "**Authority**").

Whereas Contractor (as successor to City Financials Limited) and Authority entered into a TRiP Project Agreement, dated 15 April 2002 (the "**Agreement**")

And

Whereas Contractor and Authority executed Amendment 1 to the TRiP Project Agreement on 20 March 2012

And

Whereas on 3 September 2013 the Authority issued and Invitation to Tender to the Contractor in respect of the supply of software and services;

And

Whereas the Contractor submitted its Proposal, dated 30 September 2013 in response to the Invitation to Tender;

And

Whereas the Authority seeks to award this contract to the Contractor to supply software and services by means of a further amendment to the Agreement

IT IS HEREBY AGREED:

1. This Amendment 2 comprises an amendment to the Agreement and shall supplement and form part of the Agreement. To the extent that there is any inconsistency between this Amendment 2 and the Agreement, this Amendment 2 shall prevail.
2. The software maintenance services specified in Schedule 3 of the Agreement (the "**Maintenance Services**") shall continue to be provided in accordance with the Agreement until 31 December 2019 (the "**Term**"), and the right of termination pursuant to clause 2.1.3 of the Agreement shall not apply during the Term.
3. The Annual Support Charges set out in Schedule 7 of the Agreement are amended as follows. The charges are subject to VAT where applicable:

Maintenance Period	Annual Support Charges
1 March 2015 – 31 December 2015	[REDACTED]
1 January 2016 – 31 December 2016	
1 January 2017 – 31 December 2017	
1 January 2018 – 31 December 2018	
1 January 2019 – 31 December 2019	

4. The address details at Clause 35.3 of the Agreement are amended as follows:

The details at 35.3.1 are abrogated and replaced with:

Exchequer Funds and Accounts
HM Treasury

Room 1/29
1 Horse Guards Road
London SW1A 2HQ

For the attention of: The Head of Business Continuity and System Support, EFA
Telephone: [REDACTED]

The details at 35.3.2 are abrogated and replaced with:

Wall Street Systems UK Limited
[REDACTED]

For the attention of General Counsel

5. Clause 3.2 of Schedule 3 (the Services) is amended by abrogating "09:00am" and replacing with "08:30 am"
6. Except as expressly provided in this Amendment 2, all of the terms and conditions of the Agreement shall remain in full force and effect.

Executed by the parties:
FOR AND ON BEHALF OF HM TREASURY

FOR AND ON BEHALF OF WALL STREET
SYSTEMS UK LIMITED

