

Joint Schedule 2 (Variation Form)

Crown Copyright 2018

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details						
This variation is between:	"DWP" "the Buyer" And SoftwareOne UK Ltd "the Supplier"					
Contract name:	CVID70556 REDACTED Slack Licences "the Contract"					
Contract reference number:	CVID705576					
Details of Proposed Variation						
Variation initiated by:	Buyer					
Variation number:	001					
Date variation is raised:	27/03/2020					
Proposed variation	Increase in number of licences and embedded Slack Order Form					
Reason for the variation:	Revised requirements					
An Impact Assessment shall be provided within:	1 days					
Impact of Variation						
Likely impact of the proposed variation:	Supplier to provide increased number of licences. The number is now REDACTED – 300 licences higher.					
Outcome of Variation						
Contract variation:	This Contract detailed above is varied as follows: Order Form: CALL-OFF REFERENCE: CVID705576 REDACTED SLACK Licences CALL-OFF DELIVERABLES REDACTED Slack Licences and Business Day Support Call-Off Schedule 20 (Call-Off Specification):					
	<table border="1"> <tr> <td>Slack Plus</td> <td>License & Support</td> <td>REDAC TED</td> <td>Authorised User</td> <td>Vendors Standard Support</td> </tr> </table>	Slack Plus	License & Support	REDAC TED	Authorised User	Vendors Standard Support
	Slack Plus	License & Support	REDAC TED	Authorised User	Vendors Standard Support	
The agreement in place between Slack and the Customer ("Slack Order Form") is attached for information only and does not impact the liability contained within this Order Form CVID705576. Please see Annex A below.						

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Financial variation:	Original Contract Value:	£ 200,368
	Additional cost due to variation:	£ 0
	New Contract value:	£ 200,368

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature



Date

30 March 2020

Name (in Capitals)

REDACTED

Address

REDACTED

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

Signature

REDACTED

REDACTED

Date

30/3/2020 | 10:54 BST

30/3/2020 | 13:38 BST

Name (in Capitals)

REDACTED

REDACTED

Address

REDACTED

Annex A – As Follows:



Slack Technologies Limited
 One Park Place, Upper Hatch Street, Dublin 2
 Registered: Dublin, Ireland
 Registered No: 558379

ORDER FORM SoftwareONE UK Ltd
 Offer Valid Through: 30/03/2020
 Proposed By: REDACTED

ORDER FORM Q-31947

ADDRESS INFORMATION

Bill To:
 REDACTED

Ship To:
 REDACTED

Company Name: Department for Work and Pensions (DWP) ("Customer")

Payment Terms: Net 30

SERVICES

SUBSCRIPTION SERVICES

Subscription Plan	Order Term* (Months)	Order Form Start Date	Order Form End Date	Discount Percentage	Number of Users**	Price Per User	Subscription Fees
Plus plan	12	30/03/2020	29/03/2021	REDACTED	1,800	GBP REDACTED	GBP REDACTED
TOTAL:							GBP REDACTED

*If this Order Form is executed after the Order Form Start Date listed above, Slack may adjust the Order Form Start Date and Order Form End Date, without increasing the total price or altering the term length, based on the date Slack provisions the Services to Customer.

**Slack will invoice the current number of active users at the time of provisioning if it exceeds the number listed above.

To the extent Customer is on an annual plan, Slack will bill Customer annually in advance through invoices sent via email to the address designated by Customer below. Notwithstanding the foregoing, Slack will also invoice Customer at quarterly intervals, on a pro rata basis, for both (1) amounts owed during the preceding quarter (as applicable) for any increase in Authorized Users and (2) amounts owed for additional Authorized Users going forward until Customer's next subscription renewal date. For clarity, additional Authorized User subscriptions may be added via the Service interface by Customer or by additional Order Form during the Order Term at the same pricing as that for the preexisting subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional user subscriptions are added. All Authorized User subscriptions will terminate on the same date.

Provisioning of Subscriptions.

Slack will provision the Authorized Users purchased under this Order Form to the team(s) at the following Slack URL(s): dwpdigital.slack.com

Slack Technologies Limited
 One Park Place, Upper Hatch Street, Dublin 2
 Registered: Dublin, Ireland
 Registered No: 558379

QUOTE SPECIAL TERMS

Slack may invoice the company listed in the "Bill To" portion of this Order Form or another company specified in writing by Customer (the "Billing Agent") for this Order Form and Customer shall ensure that Billing Agent remits payment to Slack.

Notwithstanding the company listed in the "Bill To" portion of this Order Form, or any invoice Slack sends to Billing Agent, as between Customer and Billing Agent, all rights and obligations under the Agreement apply to Customer only. Billing Agent is not a third party beneficiary of the Agreement, and any dispute regarding non-payment between Billing Agent and Customer shall be resolved by Customer and Billing Agent alone. For the avoidance of doubt, in the event that Customer pays Billing Agent the fees due hereunder (now or in the future), but Billing Agent does not remit them to Slack, Slack shall be entitled to exercise all its rights and remedies under the Agreement against Customer. In addition, should Billing Agent pay Slack the fees due under the Order Form but Customer fail to remit payment to Billing Agent, Customer shall require Billing Agent to look solely to Customer, and not Slack, for remediation.

No Publicity. Notwithstanding anything to the contrary, neither party may use the company name or logo of the other party as a reference for marketing or promotional purposes.

PURCHASE ORDER INFORMATION

Purchase Order Information:

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No - No PO Needed

Yes - Please complete below and provide a copy of the PO

PO Number: **39070164258**

PO Amount: **£200,368**

VAT/GST ID: **GB888815554**

Please provide Slack with any VAT/GST ID applicable to Customer. For more information, please see our help center article on VAT found here: <https://get.slack.help/hc/en-us/articles/226166647-Sales-tax>

Billing Contact Information:

Billing Contact Email(s): **REDACTED**

Billing Contact Phone Number:

Invoice Submission Method:

Invoices will be submitted to the billing contact(s) via email by default. If invoices are to be submitted via a Supplier Invoicing portal, please check the box below and send instructions [to receivables@slack-corp.com](mailto:receivables@slack-corp.com).

Submit invoice via Supplier Invoicing portal

Payment Method:

Acceptable payment methods include checks or bank transfers. Credit card payment is not accepted.

Upon signature by Customer and submission to Slack, this Order Form shall become legally binding unless this Order Form is rejected by Slack for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the customer terms of service found at <https://slack.com/terms-of-service>, unless Customer has a written Slack master subscription agreement executed between Customer and Slack for the Services purchased hereunder, in which case such written Slack master subscription agreement will govern (in either case, the "Agreement"). Capitalized terms not defined in this Order Form shall have the meaning set forth in the Agreement. Except as expressly amended by this Order Form, the Agreement shall remain in full force and effect without change. This Order Form is effective as of the last date of signature below (the "Order Form Effective Date").

CUSTOMER SIGNATURE

Company: Department for Work and Pensions (DWP)

Signature: REDACTED

Name: REDACTED

Title: Hybrid Cloud Services - Commercial Manager

Dated: 3/27/2020

Slack Technologies Limited

One Park Place, Upper Hatch Street, Dublin 2

Registered: Dublin, Ireland

Registered No: 558379