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Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	24/01/07	Baseline copy of v1.5
3.0	06/07/07	Baseline copy of v2.3
4.0	14/04/08	Baseline copy of v3.2
5.0	23/02/09	Baseline copy of 4.1
5.1	13/05/09	Applying changes as per CCN1258
5.2	19/05/09	RPI Increases for 2009
5.3	12/06/09	Applying changes as per CCN1252a
5.4		Moving contents page to front of Clauses section
6.0	07/07/09	Moving all schedules to v6.0 as agreed with Fujitsu
6.1	22/12/09	Applying changes as per CCN 1269
6.2	23/12/09	Applying changes as per CCN 1268
6.3	30/03/10	Applying Changes as per CCN 1276a
6.4	01/04/10	Applying changes as per CCN1270 and CCN1277
6.5	23/04/10	Applying RPI increase for 2010
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Applying changes as agreed in CCN1294d, CCN1295a, CCN1296, CCN1303 and CCN1302a
9.0	13/01/14	Applying changes as per CCN1349,CCN1317,CCN1322b,CCN1343 and CCN1400)
10.0	10/09/15	Applying changes as per CCN1405, CCN1415, CCN1421a, CCN1426 and as

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		subsequently amended in this CCN1506 and moving all Schedules to V10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN 1423c, CCN 1500a, CCN 1512c, CCN1600 and moving all Schedules to V11.0 in accordance with CCN1604
12.0	03/07/2017	Applying changes as per CCN1601b, CCN1609d, CCN1610, CCN1614a and moving all schedules to v12.0
13.0		Updating as per CCN1612b, CCN1613a, CCN1616b, CCN1627a, CCN1630, CCN1637b, CCN1638, CCN1645, CCN1647 and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1655a, CCN1623b, CCN1648b, CCN1649f, CCN1672a, CCN1674a, CCN1678, CCN1700 and moving all Schedules to v14.0

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THIS AGREEMENT is made the 28th day of July, 1999

BETWEEN:

(1) Post Office Ltd whose registered office is situated at 148 Old Street, London EC1V 9HQ ("Post Office"); and

(2) Fujitsu Services Limited whose registered office is at 22 Baker Street, London W1U 3BW ("Fujitsu Services").

RECITALS

WHEREAS:

(A) By an agreement dated 24 May 1999 originally entered into between Post Office (then known as Post Office Counters Ltd) and ICL Pathway Limited and subsequently novated and amended (the "Codified Agreement"), Fujitsu Services provides certain services to Post Office;

(B) The Codified Agreement came into effect on 28 July 1999;

(C) On 31 December 2002 the Parties signed CCN1100 which incorporated agreed changes to and restated the Codified Agreement;

(D) Various changes have been made to the Codified Agreement since 31 December 2002, pursuant to the Change Control Procedure contained therein;

(E) The Parties have agreed to the extension of the term of, and the making of certain further changes to, the Codified Agreement with the aim of achieving, inter alia, the following joint objectives (the "Joint Objectives"):

(a) the introduction of immediate and sustained reductions in certain Post Office costs;

(b) subject to certain agreed exceptions, the continued provision to the Post Office of services equivalent in their business outcome to the services provided immediately prior to the introduction of the changes;

(c) fixed and variable pricing with variable elements based on the use of particular service components and numbers of Branches, Counter Positions and Transactions;

(d) continuous endeavour to make further cost savings and improve the quality of service provision and value for money ("Strive");

(e) improved joint working practices and the introduction of a new systems integration relationship involving the pursuit of opportunities for both Parties to share the benefits of any cost reduction initiatives through a new Systems Integration Partnership ;

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(f) the maintenance and enhancement of the customer relationship between Fujitsu Services and the Post Office so that the Post Office remains as a key referenceable customer for Fujitsu Services; and

(g) the provision to Post Office of information relating to and/or access to new technology, concepts and techniques developed by the Fujitsu Services Group where such information or access would be relevant to and capable of application to the Services;

(F) On 31 August, 2006 the Parties signed CCN 1200 which extended the term of the Codified Agreement and introduced certain further changes; and

(G) This Agreement is the Codified Agreement as amended by CCN 1200, including the Schedules thereto, the CCDs and CRDs.

(H) On 26 September 2013 the Parties signed CCN 1400 which made certain changes to the Codified Agreement to reflect Post Office's intention to transition the Services to a new Towers Model. Under CCN 1400, the Codified Agreement was extended for a transitional period until 31 March 2017, with certain Services expiring on 31 March 2015 (unless otherwise extended), to enable Post Office sufficient time to complete the procurement process for transitioning to the Towers Model and to appoint suppliers for each of the Towers (including Replacement Services)."

(I) On 10 September 2015 the Parties signed CCN1500a which made certain changes to the Codified Agreement to reflect Post Office's need to extend the Agreement to enable transition of the Services to a new Towers Model. Under CCN1500a, the Codified Agreement was extended for a transitional period until 31st March 2018, with certain Services due to expire on 31st March 2016 and 31st March 2017 (unless otherwise extended through the Change Control Procedure), to enable Post Office sufficient time to transition to the Next Suppliers."

(J) On 22 February 2016 the Parties signed CCN1600 which made certain changes to the Codified Agreement and the expiration date for the Codified Agreement was extended to 31st March 2023 . The Expiring Services shall expire on 31st March 2016 and 31st March 2017 as set out in the Codified Agreement (unless otherwise extended), with all other Services (save where terminated early in accordance with the terms of this Agreement) continuing until 31st March 2023.

(K) On March 9th , the Parties signed CCN1638 in order to make certain changes to the Codified Agreement in order to implement an updated service delivery framework, attached hereto as Schedule I.

(L) On 30th April 2021 the Parties signed CCN1700 which made certain changes to the Codified Agreement and the expiration date for the Codified Agreement was extended to 31st March 2024. The Terminating Services shall cease on 31st March 2023 as set out in the Codified Agreement (save where terminated early in accordance with the terms of this Agreement) with all Continuing Services continuing until 31st March 2024 (unless otherwise extended).

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NOW THEREFORE IT IS HEREBY AGREED as follows:

PART A: RELATIONSHIP

1. **Clause Removed by CCN1648b**

2. **Preferred Systems Integrator and Systems Integration Partnership**

2.1 It is Post Office's present intention to confer upon Fujitsu Services the role of Preferred Systems Integrator with a wider scope of operation than the Infrastructure and with the potential to include all Relevant IT Systems in that scope. The role of the Preferred Systems Integrator and the manner and timing of its appointment are set out in further detail in Schedule A1 to this Agreement.

2.2 In its role as Preferred Systems Integrator (if appointed) Fujitsu Services shall pursue in particular those Joint Objectives listed in Recitals (E)(d) and (E)(e).

2.3 The Parties shall, with effect from the Amendment Date, establish and operate the SIP in accordance with the terms of Schedule B1.2.

3. **Governance**

3.1 The Parties shall, throughout the term of this Agreement, govern their relationship:

3.1.1 in accordance with the provisions of Schedule A2; and

3.1.2 with a view to monitoring, and assisting with the aim of achieving, the Joint Objectives set out in Recitals E(d) to (g) (inclusive).

3.2 Any dispute arising between the Parties in relation to this Agreement shall be resolved in accordance with Schedule A2.

4. **Change Control**

Save as expressly provided otherwise in any provision of this Agreement, this Agreement may only be amended in accordance with the Change Control Procedure set out in Schedule A3.

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PART B: SERVICES

5. Development and documentation of HNG-X

5.1 Post Office shall develop the Requirements Baseline for the HNG-X Service Infrastructure and the Business Capabilities and Support Facilities in accordance with the process for such development set out in Schedule B6.1. Fujitsu Services shall participate in that process in the manner described in that Schedule.

5.2 Fujitsu Services shall, subject to Clause 10.5, design and develop the HNG-X Service Infrastructure (other than the Associated Changes) and the Business Capabilities and Support Facilities:

5.2.1 to comply with the Requirements Baseline (as may be amended pursuant to Schedule B6.1);

5.2.2 in accordance with the HNG-X Assumptions and the Solution Architecture; and

5.2.3 in accordance with the provisions of Schedule B6.2 (as supplemented by the CCDs "Establishing and Assuring the HNG-X User Interface" (REQ/GEN/PRD/0001) and "Postal Services Business and Operational Context" (REQ/CUS/BRS/0001)),

and shall use reasonable endeavours to do so in compliance with the HNG-X Programme Plan (as adjusted in accordance with the provisions of Schedule B6.2).

5.3 The Parties shall comply with their respective obligations set out in Schedule B6.3 in relation to the acceptance of the HNG-X Service Infrastructure and the Business Capabilities and Support Facilities.

5.4 As soon as reasonably practicable following HNG-X Final Acceptance, Schedules B3.2, B3.3 and B3.4 and all other documents in the Solution Baseline Documentation Set shall be amended under the Change Control Procedure, to the extent necessary, to be consistent with the Solution Baseline (together with any rectification plans and workarounds agreed pursuant to Schedule B6.3).

5.5 Until the date on which Schedules B3.2, B3.3 and B3.4 and all other documents in the Solution Baseline Documentation Set are amended pursuant to Clause 5.4, Fujitsu Services' obligations under this Agreement in relation to the HNG-X System shall be determined by reference to the Solution Baseline (and any subsequent changes to the HNG-X System agreed pursuant to the Change Control Procedure) rather than those Schedules and documents.

5.6 Save where the reference to XP is to it as the existing operating system, until such time as a CCN to introduce a replacement operating system for NT (as envisaged by paragraph 1.4 of Schedule C3) has been agreed by the Parties, any references to "XP" in any of the Schedules, CCDs or CRDs, or to "Microsoft", as the provider of XP, shall

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be construed generically to mean a new operating system intended to replace NT and the provider of that operating system respectively.

6. **Associated Changes**

6.1 **Clause Removed by CCN1648b**

6.2 **Clause Removed by CCN1648b**

7. **Migration and Implementation**

Removed by CCN1648b

8. **Performance of HNG-X Services**

8.1 Removed by CCN1648b .

8.2 In respect of each Branch, Fujitsu Services shall perform in respect of that Branch each of the HNG-X Services as described in Schedule B3.1 over the Infrastructure.

8.3 Clause Removed by CCN1648b

9. **Infrastructure**

9.1 Removed by CCN1648b .

9.2 The Infrastructure over which the HNG-X Services shall be provided shall be the HNG-X Service Infrastructure as described in Schedule B3.3.

10. **Performance of Services - General**

10.1 Fujitsu Services shall:

10.1.1 perform the Development Services in accordance with Schedule B1.1;

10.1.2 perform the Transfer Services in accordance with Schedule E; and

10.1.3 throughout the term of this Agreement, comply with the provisions of Schedule B2 (Business Continuity).

10.2 Subject to Clause 10.8, Fujitsu Services shall, throughout the term of this Agreement, provide all HNG-X Services (except any terminated in accordance with Clause 47.10 or which expire in accordance with Clause 46.3) in accordance with the terms of this Agreement. Subject to Clause 10.3 and provided the limit on the number of Counter Positions specified in Part 1 of Annex A to Schedule D1 is not exceeded, where an HNG-X Service is to be provided at a Counter Position, it shall be capable of being provided at such Counter Position.

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10.3 Where a network connection is required to deliver a Service and such network connection is unavailable at a Horizon Counter Position (due to characteristics particular to that Horizon Counter Position) Fujitsu Services shall not be obliged to deliver that Service at that Horizon Counter Position.

10.4 Each Party shall perform each of its obligations set out in the Schedules to this Agreement and those in the CCDs subject to and in accordance with the provisions of this Agreement, the Schedules to this Agreement and the CCDs.

10.5 Post Office may, by giving Fujitsu Services not less than six months' notice in writing, cease to use a POL Service Type. Upon expiry of that notice, the POL Service Type shall be disabled by Fujitsu Services. Where a notice is given under this Clause in respect of a POL Service Type listed in Annex 1 to Schedule B3.2 whose development has not been completed at the date of provision of such notice, all work being undertaken in respect of such development shall cease as soon as reasonably practicable following receipt of the notice and the Change Control Procedure shall be used to agree any consequential changes to this Agreement including, without limitation, the extent to which the HNG-X Project Price should be lowered to reflect cost savings resulting from the cessation of such work and the impact on the Requirements Baseline if such development is no longer to be completed.

10.6 The removal by Fujitsu Services of any application code and/or infrastructure relating to a POL Service Type disabled in accordance with Clause 10.5 shall be dealt with under the Work Ordering Procedure.

10.7 Once a POL Service Type has ceased operation in accordance with Clause 10.5, such POL Service Type may only be recommenced pursuant to the Change Control Procedure set out in Schedule A3.

10.8 Claused removed by CCN1610

10.8.1 Not used

10.8.2 Not used

10.8.3 Not Used

10.9 As part of its strategic platform modernisation programme, Post Office intends to engage a third party cloud provider to host the HNG-X Application and progressively replace the components of the HNG-X System. It is acknowledged by the Parties that Post Office is responsible for implementing its strategic modernisation programme but may request support from Fujitsu Services by agreement in accordance with the Change Control Procedure.

10.10 Subject to clause 10.12, in relation to the Payment and Banking Service, Fujitsu Services shall carry out the activities detailed in Appendix 1 (Migration Plan) of Schedule I6 to support Post Office with the Payment and Banking Pilot and roll-out of the Payment and Banking Solution to the Post Office branches in accordance with the schedule agreed by the Parties pursuant to Appendix 1 (Migration Plan) of Schedule I6 or as otherwise agreed

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in writing between the Parties. Following successful completion of the Payment and Banking Pilot, roll-out shall commence. Fujitsu Services shall work with Post Office during the Early Life Support phase so that the Payment and Banking Service achieves Payment and Banking Acceptance.

10.11 PCI DSS Certification and Security for the Payment and Banking Service.

10.11.1 For the purpose of delivering the Payment and Banking Service only, Fujitsu Services shall procure that its Subcontractor, Ingenico:

(a) abides by the certification rules of the PCI DSS standard in effect from time to time;

(b) will obtain and provide a copy to Post Office by 31 January 2021AA of the following certifications (the "PCI Certifications"): (i) the PCI DSS Level 1 Service Provider attestation of compliance for the Payment and Banking Service only; and (ii) the PCI P2PE Attestation of Validation for the Axis Managed Payment Service Solution;

(c) keeps the PCI Certifications up-to-date, at its cost, for the remainder of the term of this Agreement;

(d) provides a copy of its most recent attestation of compliance and attestation of validation of the PCI Certification on request from Post Office; and

(e) notifies Post Office immediately if at any time during the term of this Agreement it is not, or suspects it will not, be compliant with the PCI DSS standard in effect (or any changes due to come into effect).

Should Post Office request that Fujitsu Services' Sub-Contractor, Ingenico, implements any higher standard than the PCI DSS standards, this will be completed though the Change Control Procedure.

10.11.2 Within this context, and according to the PCI DSS recommendations, Fujitsu Services shall procure that its Subcontractor, Ingenico, shall set up and regularly and thoroughly test the security devices which aim to:

a) protect PBS Data integrity and confidentiality; and

b) ensure that PBS Data is not lost, destroyed, altered or disclosed (without the proper authorisation) for the agreed retention period of fifteen (15) months.

Fujitsu Services shall procure that its Subcontractor, Ingenico, shall maintain security procedures (which may be changed at any time to maintain the required level of security) to protect the PBS Data in its custody.

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10.11.3 Fujitsu Services shall procure that its Subcontractor Ingenico, maintains the security of Cardholder Data that Ingenico on behalf of Fujitsu Services as the service provider of the Payment and Banking Services, possesses or otherwise stores, processes or transmits on behalf of Post Office or to the extent that Ingenico could otherwise impact the security of the Cardholder Data Environment (CDE).

10.12 At the 18th January 2021, the World Health Organisation (WHO) has declared a pandemic in relation to the COVID-19 virus (the "Pandemic"). Due to the Pandemic, national and local governments in the countries where the Fujitsu Services teams are based have adopted or may in the future, in relation to the Pandemic or other pandemic or epidemics declared by the World Health Organisation, adopt restrictive working practices, including but not limited to:

(a) mandating that office workers work from home;
(b) closing certain businesses;
(c) reducing capacity in offices;
(d) implementing social distancing;
(e) reducing or restricting access to public transport; and/or
(f) closure or reduced access to schools,

as may be published by relevant governmental authorities from time to time, in each case to the extent that they are relevant to the delivery of the Payment and Banking Service and roll-out of the Payment and Banking Solution to the Post Office branches in accordance with Appendix 1 (Migration Plan) of Schedule I6 (the "Restrictive Working Practices").

The Parties acknowledge the possibility that key personnel of Fujitsu Services engaged in the delivery of the Payment and Banking Service and roll-out of the Payment and Banking Solution to the Post Office branches in accordance with Appendix 1 (Migration Plan) of Schedule I6 and may be unable to perform their duties as a result of them or a member of their household having the COVID-19 virus or any other virus caused as part of any other virus which is declared to be a pandemic or epidemic by the World Health Organisation ("**Relevant Illness**"). The Parties therefore agree that any timelines, Service Levels or other obligations under this Payment and Banking Service are subject to the following provisions:

(a) During any period during which Restrictive Working Practices are in place ("the **Relevant Period**"), Fujitsu Services will use all reasonable endeavours to mitigate any adverse impact of any Restrictive Working Practices, or Relevant Illness, on the Payment and Banking Pilot, roll-out of the Payment and Banking Solution, Service Levels or any other relevant obligations in relation to the Payment and Banking Service and will implement specific measures to support this, including enabling employees to work from home where practical. Fujitsu Services will follow any applicable government guidance in relation to the specific measures that it implements.

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(b) Fujitsu Services shall, on a monthly basis (or more frequently where Post Office deems it necessary to remedy an immediate or ongoing impact to the Payment and Banking Services) as part of the Payment and Banking Service review meetings, provide an update on any relevant new Restrictive Working Practices introduced since the prior project review meeting and an update on any potential impact of any Restrictive Working Practices, or any Relevant Illness, on the delivery of the Payment and Banking Service and roll-out of the Payment and Banking Solution and, such updates to be recorded in the minutes of those meetings. Fujitsu Services shall notify Post Office as soon as reasonably possible and in any event within two (2) Business Days of it becoming aware of any likely delay in achieving any milestone or trigger date set out in or agreed pursuant to this Agreement or impact on the Payment and Banking Service (including without limitation in relation to the Service Level Targets), identifying in such notice the relevant affected milestone, trigger date or obligation (a "Notice of Impact").

(c) Following receipt by Post Office of any Notice of Impact, the Parties will:

(i) urgently convene a meeting to discuss the cause, length and impact on delivery of the Payment and Banking Pilot, roll-out of the Payment and Banking Solution and/or on Payment and Banking Service SLTs. Fujitsu Services shall also detail the mitigation measures it has put in place and steps taken to try and avoid the impact. These discussions shall all be recorded in minutes of the meeting taken and issued by Fujitsu Services (the "Minutes"). Post Office shall have five (5) days to provide any feedback on the Minutes, which will be reasonably considered by Fujitsu Services and where necessary updated Minutes will be issued; and

(ii) urgently discuss in good faith any extensions of relevant timelines for Payment and Banking Pilot or roll-out or for failing to achieve the Payment and Banking Service SLTs or relaxation of other obligations set out in the Notice of Impact, and these shall be agreed in accordance with the Change Control Procedure.

(d) Fujitsu Services shall not be liable for liquidated damages (payable in accordance with clause 18 (Service Level Remedies)) for any delay or failure to meet a Payment and Banking Service Level Target:

(i) for the month in which Fujitsu Services provides a Notice of Impact to Post Office; and
(ii) where the circumstances outlined in the Notice of Impact continue for a period that includes more than one (1) calendar month, for the month following receipt of the Notice of Impact,

in each case where such delay or failure is caused by Restrictive Working Practice(s) or Relevant Illness that impacts Fujitsu Services or its Subcontractor, Ingenico, provided that: (a) Fujitsu Services provides the Notice of Impact to Post Office in accordance with the timescales set out above, (b) Fujitsu Services has used, and continues to use, all reasonable endeavours to

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mitigate the impact of the relevant Restrictive Working Practice(s) or Relevant Illness, and (c) Fujitsu Services uses commercially reasonable efforts to continue to provide the Payment and Banking Service and perform its other obligations under this Agreement without disruption or interruption of the Payment and Banking Services or degradation in the other Service Level Target at no additional cost to Post Office.

10.13 Suspension of Payment and Banking Service

10.13.1 Subject to Fujitsu Services' compliance with Clause 10.13.2, Fujitsu Services may suspend the delivery of the Payment and Banking Service at any time, without liability to Post Office, in the following circumstances:

(a) Fujitsu Services legitimately thinks, acting in accordance with Good Industry Practice, that the Ingenico Software, Ingenico Central Platform and/or Payment and Banking Solution is at risk of, or is undergoing, a major attack (in particular, an attack by hackers or a virus);

(b) Post Office, or any of its employees or contractors, engage in suspected fraudulent or unauthorised use impacting a significant proportion of the Service and/or Solution; and/or

(c) Fujitsu Services is required to comply with an order, an injunction or a request from a regulator, a court, the police or any other competent authority.

10.13.2 Fujitsu Services shall: (a) ensure any suspension of the delivery of the Payment and Banking Service is reasonable and proportionate in the circumstances (in terms of the risk posed and impact of a suspension, the extent of the Services or part of the Services suspended and the duration of such suspension); (b) ensure that Post Office is treated no less favourably than other customers of Ingenico that are affected by the matter that has given rise to the suspension; (c) use reasonable endeavours to provide as much advance notice as is reasonably possible in the circumstances prior to suspension (and Post Office acknowledges that it may not be possible for any notice to be provided in certain circumstances); (d) throughout the period of suspension, update Post Office on a regular basis (with the regularity to be reasonably assessed on the urgency or scale of the suspension); and (e) use best endeavours to resolve, or provide assistance to Post Office as required to resolve, the grounds for suspension as soon as reasonably practicable to the extent that such grounds for suspension relate to a Fujitsu Services' systems or scope of responsibility. Where the grounds for suspension relate to any Post Office or Post Office third party systems or infrastructure or in the case of Clause 10.13.1(b) then the Parties will work together in good faith as required to attempt to resolve the grounds for suspension as soon as reasonably practicable.

10.14 Post Office acknowledges that some of the hardware and software Fujitsu Services utilised to deliver the Services is either at the end of its service life or about to become end of service life and it is the responsibility of Post Office to procure replacements to such hardware and software where this is requested by Fujitsu Services in its rolling 12-

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month EOSL Roadmap. Where Fujitsu Services identifies a need for such a replacement in the EOSL Roadmap, Fujitsu Services shall discuss with Post Office at the quarterly end of service life review whether there are alternatives to replacing the hardware and/or software, such as procuring uplifted vendor support in respect of the relevant hardware or software, Post Office shall promptly (and in any event within ten (10) Working Days of the quarterly end of service life review) choose to either:

(a) as applicable, procure the replacement to, the relevant hardware or software;

(b) subject to clause 10.15, accept the risk of potential degradation of the Operational Services by either: (i) rejecting such replacement; or (ii) electing to implement an agreed alternative.

10.15 Where a degradation of the Operational Services arises out of an end of service life issue on the hardware or software which has been identified to Post Office in the EOSL Roadmap and which Post Office has chosen not to replace, Fujitsu Services shall have no liability for such degradation in the Operational Services to the extent that it relates to limitations in the standard support that the hardware or software vendor is no longer providing

11. Training

11.1 Subject to the limits set out in Part 1 of Annex A to Schedule D1 not being exceeded, Fujitsu Services shall supply Post Office with the Old CTO Configurations and New CTO Configurations and install such configurations at locations agreed with Post Office. New CTO Configurations and the locations where installed shall be deemed to be Counter Positions and Branches respectively for the purposes of the Operational Charges and the limits set out in Part 1 of Annex A to Schedule D1.

11.2 Fujitsu Services shall supply Post Office, on terms to be agreed between the Parties under the Change Control Procedure, with such training systems and documents as Post Office may reasonably require for the purposes of training Post Office employees in the use of any Services provided under this Agreement.

12. Changes to Services

12.1 Subject to Clause 12.2, Fujitsu Services shall not introduce any product or service into the Infrastructure, or the Services, nor make any change to the Services or to the Infrastructure, without Post Office's prior written consent.

12.2 Fujitsu Services may issue further Releases of Software in accordance with the CCD entitled "Pathway Release Policy" (PA/STR/003) from time to time as necessary to remedy defects in the provision of the Services or for the purpose of maintenance of the Infrastructure, the Horizon Applications and the Business Capabilities and Support Facilities.

12.3 Removed by CCN1623b

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12.4 **Removed by CCN1623b**

13. **Documentation**

13.1 Fujitsu Services shall provide to Post Office one electronic copy of the Listed Documentation, Specially Written Documentation and Developed Documentation at no additional charge.

13.2 Fujitsu Services shall maintain and keep up to date the Core Document Set.

14. **Consumables - Clause removed by CCN1616b**

PART C: QUALITY OF SERVICE

15. **Service Standards**

15.1 Fujitsu Services undertakes that:

15.1.1 the Services, the HNG-X Development and the Associated Change Development shall comply with, and be provided in accordance with, the policies and standards specified in Schedule A4 and all components and equipment used in the course of the provision of the Services shall operate in accordance with their technical specifications;

15.1.2 neither the provision of the Services nor the operation of any testing and monitoring instruments used in connection with the Services shall cause electrical interference beyond the limits laid down in the relevant standard specified in Schedule A4, save to the extent that any such interference is caused by Rate Boards;

15.1.3 the Infrastructure, the HNG-X Applications and the Business Capabilities and Support Facilities shall be provided in accordance with and comply with all relevant applicable industry standards, as these standards are listed in Schedule A4.

15.1.4 the Services, the HNG-X Development and the Associated Change Development shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

15.1.5 Fujitsu Services shall discharge its obligations under this Agreement with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this Clause 15) in accordance with the best of its own established internal procedures;

15.1.6 the Services, the HNG-X Development and the Associated Change Development shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments;

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15.1.7 the interfaces to all external systems connected to the Infrastructure shall operate in accordance with the applicable Application Interface Specification and Technical Interface Specification;

15.1.8 the Services shall be performed in such a way as to cause a minimum of disruption to the business of Post Office and the End Users;

15.1.9 all components of the Infrastructure shall operate in accordance with their respective specifications, except that, for the avoidance of doubt, it is agreed that Post Office shall have no remedy for breach of this undertaking in relation to errors or interruptions to Services which cause a failure of a Service Level Target or an Additional Remedy Level; and

15.1.10 Clause removed by CCN1616b

15.2 Fujitsu Services warrants that in relation to the reliability, supportability, repair and/or replacement of Existing Equipment:

15.2.1 Fujitsu Services has made all factual enquiries that it ought reasonably to have made, including taking into consideration the Transaction volumes set out in the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033) and the effect of the Business Capabilities and Support Facilities on the use and expected use of the Existing Equipment, as known to Fujitsu Services at the Amendment Date; and

15.2.2 a fair and accurate summary of, or extracts from, all information relevant to the reliability, supportability, repair and/or replacement of Existing Equipment obtained by Fujitsu Services pursuant to such enquiries, together with the related analysis by Fujitsu Services based upon the factual enquiries referred to in Clause 15.2.1, have been fairly disclosed to Post Office.

16. Security

16.1 Except in relation to the security of the Post Office Cloud as detailed in Clause 16.7, Fujitsu Services shall deliver and continue to provide a secure system in respect of all transactions which, as far as this Agreement requires, eliminates, to the extent possible, the potential for any fraud or unauthorised disclosure of data and provides detection procedures and significant barriers to attacks from internal conspiracy and collusion to defraud Post Office.

16.2 Fujitsu Services shall use all reasonable endeavours to maintain the security of the Services, the HNG-X Development and the Associated Change Development and shall comply with the security requirements set out in Schedule A4.

16.3 Fujitsu Services shall offer all reasonable assistance to Post Office in preventing fraudulent use of the Services, the HNG-X Development, the Associated Change Development and the Horizon Service Infrastructure by Post Office's employees and Agents.

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16.4 In the event that the provisions of this Clause 16 or any other provisions of this Agreement in relation to:

16.4.1 the elimination of the potential for any fraud or unauthorised disclosure of data; or

16.4.2 provision of significant barriers to attacks from internal conspiracy and collusion to defraud Post Office; or

16.4.3 prevention of corruption or loss of data; or

16.4.4 the security, accuracy, completeness, authenticity, validity or integrity of any data,

conflict or are inconsistent with the provisions of the CCD entitled "Security Constraints" (ARC/SEC/ARC/0001), the provisions of that CCD shall prevail.

16.5 Notwithstanding any other provision in this Agreement to the contrary:

16.5.1 Fujitsu Services shall not be responsible for the accuracy, completeness, validity or integrity of any data (including, without limitation, and Personal Data) in relation to the POL FS Data or the POLSAP Data.

(a) provided by or on behalf of Post Office for loading onto the POL FS System;

(b) produced by the Infrastructure and held on the POL FS System; or

(c) contained in any Transaction Correction Record delivered by Fujitsu Services to any Branch,

(together "POL FS Data");

16.5.2 Fujitsu Services shall not be responsible for extracting POL FS Data from the POL FS System or dealing with subject information requests under the Data Protection Act 1998 in relation to POL FS Data; or

16.5.3 Fujitsu Services shall not be responsible for manipulating or processing any POL FS Data,

save to the extent that:

16.5.4 in relation to 16.5.1, 16.5.2 or 16.5.3 Fujitsu Services provides and is responsible for the platforms on which POLSAP Data is held as part of the POLSAP Services such responsibilities including, without limitation, application of access controls; and

16.5.5 additionally in the case of Clause 16.5.1, the accuracy, completeness, validity and integrity of POLSAP Data is adversely affected by the POLSAP Software itself.

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16.6 Notwithstanding any other provision in this Agreement to the contrary, Fujitsu Services shall not be responsible for:

16.6.1 the accuracy, completeness, validity or integrity of any data (including), without limitation, any Personal Data):

16.6.1.1 provided by or on behalf of Post Office for loading onto the POL MI System; or

16.6.1.2 produced by the Infrastructure and held on the POL MI System,

(together "POL MI Data");

16.6.2 extracting POL MI Data from the POL MI System or dealing with subject information requests under the Data Protection Act 1998 in relation to POL MI Data; or

16.6.3 manipulating or processing any POL MI Data,

save to the extent that:

16.6.4 Fujitsu Services provides and is responsible for the platforms on which POL MI Data is held as part of the POL MI Services such responsibilities including, without limitation, application of access controls; and

16.6.5 Additionally in the case of 16.6.1, the accuracy, completeness, validity and integrity of POL MI Data is adversely affected by the POL MI System itself.

16.7 Post Office shall maintain, and shall procure that the Post Office Cloud Service Providers maintain, the security of the Post Office Cloud and all Post Office Data hosted on the Post Office Cloud in a manner consistent with Good Industry Practice.

16.8 Fujitsu Services shall not be responsible for any Losses suffered by Post Office or any member of the Post Office Group as a result of:

16.8.1 any unauthorised third party access or hacking (whether or not constituting an offence under the Computer Misuse Act 1990) to the Post Office Cloud or the Post Office Service Environment (which is gained through the Post Office Cloud); or

16.8.2 any failure by Post Office to maintain (and/or to procure that its Post Office Cloud Service Providers maintain) the security of the Post Office Cloud and the Post Office Data in accordance with Clause 16.7.

16.9 The exclusions in Clause 16.8 shall not apply where such Losses arise as a result of unauthorised access or hacking (whether or not constituting an offence under the Computer Misuse Act 1990) to the Post Office Cloud or the Post Office Service Environment (which is gained through the Post Office Cloud) which is directly caused by:

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16.9.1 Fujitsu Services not complying with its security obligations set out in this Agreement in respect of the HNG-X Application;

16.9.2 Fujitsu Services not complying with the applicable obligations as an end user of the Post Office Cloud, as set out in the contract between Post Office and the Post Office Cloud Service Provider and provided in Paragraph 1.2 of Schedule C3; or

16.9.3 a breach of Fujitsu Services' obligations under this Agreement or Applicable Law caused by Fujitsu Services' negligence

17. Service Levels

Subject to Clause 10.14, the HNG-X Services provided by Fujitsu Services pursuant to this Agreement shall be provided so as to achieve the Service Levels referred to in Schedule C1.

18. Service Level Remedies

18.1 In the event that the Services fail to meet the Service Levels set out or referred to in Schedules C1 or I6, Fujitsu Services shall pay Post Office liquidated damages (such payment to be in the form of credit notes unless Post Office directs otherwise) calculated or determined in accordance with Schedules C1 or I6 (as applicable) and paid pursuant to Schedule D2.

18.2 Fujitsu Services shall pay Post Office the liquidated damages referred to in Clause 18.1 within 30 days of the date on which Fujitsu Services is due to deliver the Service Management Report for the period to which the liquidated damages relate and Post Office Additional Costs within 30 days of the Parties agreeing the amount of the same.

18.3 The Parties acknowledge that the liquidated damages referred to in this Clause are a reasonable and genuine pre-estimate of the loss likely to be suffered by Post Office.

18.4 Without prejudice to Clause 47.2, paragraph 7 of Schedule C1:

18.4.1 liquidated damages and/or any other amounts specified in this Agreement payable by Fujitsu Services in respect of any LDT failure (save to the extent that LDT failure is also an ARL failure in which case and to such extent Clause 18.4.2 shall apply), whether that LDT failure occurs at, above or below the corresponding SLT, shall be Post Office's exclusive remedy in respect of any failure of that LDT and/or SLT; and

18.4.2 Post Office Additional Costs, liquidated damages and/or any other amounts specified in this Agreement payable by Fujitsu Services in respect of any ARL failure shall be Post Office's exclusive remedy in respect of that failure.

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19. **Health and Safety Hazards**

19.1 Fujitsu Services shall notify Post Office of any health and safety hazards in relation to Post Office Premises owned by or leased to Post Office which may arise in connection with Fujitsu Services' performance of this Agreement.

19.2 Post Office shall notify Fujitsu Services of any known health and safety hazards which may exist or arise at the Post Office Premises owned by or leased to Post Office and which may affect Fujitsu Services. Fujitsu Services shall draw these hazards to the attention of its employees and sub-contractors or any persons engaged by Fujitsu Services in the performance of this Agreement at such Post Office Premises.

19.3 Fujitsu Services shall inform all persons engaged in the performance of this Agreement at the Post Office Premises owned by or leased to Post Office of all such hazards and shall instruct such persons in connection with any necessary associated safety measures.

20. **Policies and Standards**

Each of the Parties shall comply with the obligations imposed on it by Schedule A4.

20.1 The Parties agree that provision of the Payment and Banking Services by Fujitsu Services does not require Fujitsu Services or its Sub-Contractor, Ingenico, to be authorised by the Financial Conduct Authority. In the event that, due to changes in law or regulation, provision of the Payment and Banking Services does require Fujitsu Services or its Sub-Contractor, Ingenico, to be authorised by the Financial Conduct Authority or any equivalent successor authority (a "Regulatory Change"), then Fujitsu Services shall notify Post Office of such Regulatory Change and the Parties shall meet to discuss the Regulatory Change. Thereafter Fujitsu Services shall be entitled to terminate the Payment and Banking Services without liability on at least twenty four (24) months' notice (or, where the Regulatory Change is to take effect on less than twenty four (24) months' notice, as much notice as possible prior to the Regulatory Change taking effect), such notice to continue to be effective notwithstanding the termination or expiry of this Agreement, any novation of the Ingenico Agreement to Post Office or any approved Post Office nominee, and Fujitsu Services serving a notice to terminate the Ingenico Agreement. In the event that Fujitsu Services agrees to continue to provide Payment and Banking Services under the Agreement after the date that the Regulatory Change comes into effect, Post Office will be responsible for the costs and expenses of Fujitsu Services or its Sub-Contractor, Ingenico, implementing the Regulatory Change including, obtaining and maintaining such authorisation by the Financial Conduct Authority. If, at the time that the Regulatory Change takes effect, Fujitsu Services or its Sub-Contractor, Ingenico, is providing services to third parties that also require such authorisation, then Post Office shall only be responsible for a proportion of the costs of obtaining and maintaining such authorisation pro-rated to the number of third parties receiving such services from Fujitsu Services or its Sub-Contractor, Ingenico

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PART D: REWARD

21. **Charges**

21.1 Post Office shall pay to Fujitsu Services the Charges set out in Schedules D1, D7 and D8 and any other charges provided for in this Agreement or agreed under a Work Order.

21.2 Clause removed by CCN1616b

21.3 Except as otherwise expressly agreed in this Agreement, or as generally provided for under the Change Control Procedure or in Work Orders, no other amounts shall be payable by Post Office to Fujitsu Services in consideration of the Services to be provided by Fujitsu Services under this Agreement.

22. **Payment**

22.1 Payment of Charges shall be made in accordance with the terms set out in Schedule D2.

22.2 In the event that Fujitsu Services, in accordance with the terms of this Agreement, enters into a supply contract or a sub-contract in connection with this Agreement, Fujitsu Services shall ensure that a term is included in the supply contract or sub-contract which requires Fujitsu Services to pay all sums due thereunder to the relevant supplier or sub-contractor within a specified period, not to exceed 30 days, from the date of receipt of a valid invoice as defined by the terms of the supply contract or sub-contract (as appropriate).

23. **Gain Share**

The provisions of Schedule D3 shall apply.

24. **Open Book**

The provisions of Schedule D4 shall apply.

24A Market Testing

The provisions of Schedule D6 shall apply save that with respect to the provisions of paragraph 3 of Schedule D6 it shall be limited to the right to benchmark:

a) the on-shore and off-shore Rate Cards but Post Office shall only be entitled to benchmark these rate cards after 1st April 2020; and

b) where the parties agree to a Gain Share project to transform an element of the Services and where it is agreed (both parties acting reasonably) that the transformed element of the Service is then delivered in a more industry standard way (for example via a Cloud IaaS mechanism), that standard element of the service shall be subject to the right to benchmark provided that such benchmark shall not apply until 18 months after the transformed element of the Services goes live.

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25. **Audit**

25.1 Fujitsu Services shall keep or cause to be kept the Records.

25.2 Fujitsu Services shall grant or procure the grant to Post Office, any statutory or regulatory auditors of Post Office and their respective authorised agents the right of reasonable access to the Records and shall provide all reasonable assistance at all times for six years after the creation of the relevant Records (except in relation to Records created delivering the Payment and Banking Service which shall only be available for fifteen (15) months from creation of the Record) for the purposes of carrying out an audit of Fujitsu Services' compliance with this Agreement including all activities, Charges, performance, security and integrity in connection therewith. Each Party shall bear its own expenses incurred pursuant to this Clause. On termination of the Agreement, Partial Termination, expiry of the Agreement or expiry of an Expiring Service, Fujitsu Services shall within a reasonable time to be agreed by the Parties, transfer the Records to Post Office or a Next Supplier, as instructed by Post Office. Following settlement of all Charges due and payable under this Agreement, Fujitsu Services shall be released from any further liabilities under this Clause 25.2 in relation to such Records.

25.3 Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other impropriety by Fujitsu Services or any third party, Post Office reserves for itself, any statutory or regulatory auditors of Post Office and their respective authorised agents the right of immediate access to the Records described in Clauses 25.1 and 25.2 and Fujitsu Services agrees to render all necessary assistance to the conduct of such investigation at all times during the currency of this Agreement or at any time thereafter. To the extent any fraudulent activity or impropriety is found to be attributable to Post Office as a result of that investigation, Post Office shall take all reasonable measures to prevent recurrence of its acts or omissions that resulted in such fraudulent activity or impropriety.

25.4 Fujitsu Services shall provide Post Office at no additional cost with copies of the annual and interim audited accounts of Fujitsu Services and its approved subcontractors within 14 days of such accounts having been lodged at Companies House or the relevant local equivalent to Companies House.

25.5 The Parties shall comply with the provisions of Schedule D5.

25.6 All information obtained by Post Office or Post Office's Agents pursuant to this Clause 25 and Schedule D5 shall be treated as Confidential Information.

25.7 Notwithstanding the provisions of this Clause 25 and anything else to the contrary in this Agreement, all access to the audit trail of Transactions held by Fujitsu Services in respect of Transaction data created on or after the date of commencement of NB Pilot (Soft Launch) shall be conducted as Audit Record Queries and shall be subject to the limits and Service Level Targets set out in the information retrieval and audit sections of the following CCDs, as applicable in accordance with the provisions of Schedule B3.1: "Service Description for the Security Management Service" (CS/SER/016) and "Security Management Service: Service Description" (SVM/SDM/SD/0017).

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25.8 In addition to its obligations under Clauses 25.2 and 25.3, Fujitsu Services shall provide the Court Case Support Services to Post Office in relation to prosecutions and other disputes (whether civil or criminal) with any third party including but not limited to any fraud, theft, breach of contract or impropriety (the "Court Case Support Services"). The Court Case Support Services shall include any matters whether they relate to Horizon, HNG-X or any other system provided by or on behalf of Fujitsu Services to Post Office, its agents or its subcontractors (including Post Office Service Integrator and any Tower Contractor). Fujitsu Services shall provide the Court Case Support Services within the timeframes required by Post Office or the relevant court or other authority.

25.9 Without prejudice to Clause 25.3, the Court Case Support Services shall comprise:

25.9.1 the provision of copy reports;

25.9.2 the provision of data (including transaction data, event logs, helpdesk call logs, non-polled data and remuneration data) where such data is held by or in the control of Fujitsu Services;

25.9.3 the compilation of data (including transaction data, event logs, helpdesk call logs, non-polled data and remuneration data);

25.9.4 the interpretation of data (including transaction data, event logs, helpdesk call logs, non-polled data and remuneration data);

25.9.5 the provision of technical reports regarding technical aspects of any system (whether Horizon, HNG-X or otherwise);

25.9.6 live witness evidence at Court if any of the information provided (including without limitation that provided pursuant to Clauses 25.9.1 to 25.9.5) is challenged to the extent to which Fujitsu Services provided said information; and

25.9.7 the right of access to Records, including but not limited to information, reports and data, held by or in the control of Fujitsu Services, and the assistance of Fujitsu Services' personnel with appropriate knowledge of the applicable Records (to the extent any such personnel remain employed or contracted to Fujitsu Services) for any independent experts and/or legal advisors instructed by Post Office and/or any other claimant(s) or defendant(s) and the Prosecution in any mediation, arbitration tribunal, court case or dispute in which Post Office is involved in relation to the Horizon and HNG-X or any other system provided by or on behalf of Fujitsu Services to Post Office.

25.10 The Parties agree that to the extent Fujitsu Services' costs for the Court Case Support Services are not recovered via the Charges relating to the Security Management Service (for example where additional resource is required), Fujitsu Services shall be entitled to charge (and Post Office shall pay) additional reasonable and demonstrable costs provided Fujitsu Services can evidence such costs to Post Office's reasonable satisfaction and wherever possible agree them in advance with Post Office.

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25.11 For the avoidance of doubt, the Parties agree the provision of the Court Case Support Services may continue after expiry or termination of this Agreement. For the avoidance of doubt, where assistance is requested by the Post Office and/or Next Supplier of Fujitsu Services then such assistance shall continue to be chargeable after expiry/termination of the Agreement.

25.12 In addition to its obligations under clauses 25.8 and 25.9, Fujitsu Services may make suggestions and recommendations to Post Office and request other involvement which Post Office may (acting reasonably) permit in relation to any claim/ proceedings associated with the Horizon Application and/or HNG-X Application relating to a time when Fujitsu Services was supporting and/or providing Services associated with said application. Where Fujitsu Services elects to do this itself, such involvement shall be at no additional charge to the Post Office.

PART E: OWNERSHIP OF ASSETS AND INTELLECTUAL PROPERTY RIGHTS

26. Ownership of Assets

26.1 Infrastructure

26.1.1 Subject to Clause 26.1.2, 26.2 and 48.1, ownership of the Infrastructure shall vest in Fujitsu Services, save to the extent the Parties agree otherwise in writing.

26.1.2 Clause removed by CCN1616b.

26.2 Branch Hardware

With effect from 1st April 2015 title to Branch Hardware previously owned by Fujitsu Services transferred to the Post Office on the date(s) stipulated in the Asset Transfer Agreement.

26.3 Clause removed by CCN1610

26.3.1 Not Used

26.3.2 Not Used

26.4 Clause removed by CCN1616b

Clause removed by CCN1616b

26.5 Post Office Data

Fujitsu Services acknowledges that the Post Office Data is the property of Post Office and Post Office hereby reserves all Intellectual Property Rights which may subsist in the Post Office Data.

26.6 No Lien

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Neither Fujitsu Services nor any sub-contractor, nor any other person, shall have a lien on any item owned by or leased to Post Office for any sum due to Fujitsu Services, sub-contractor or other person, and Fujitsu Services shall take all reasonable steps to ensure that the title of Post Office and the exclusion of any such lien are brought to the notice of all sub-contractors and other persons dealing with such items.

27. Intellectual Property Rights

27.1 The ownership and, where applicable, licensing of the following Intellectual Property Rights and the Intellectual Property Rights in the following categories of documentation, software or other things are set out in Clauses 28 (IPRs owned by Fujitsu Services), 29 (IPRs owned by Post Office), 30 (IPRs licensed by Fujitsu Services or a third party to Post Office) and 31 (IPRs licensed by Post Office or a third party to Fujitsu Services):

27.1.1 Listed Documentation;

27.1.2 Fujitsu Services Software;

27.1.3 Specially Written Software;

27.1.4 Specially Written Documentation;

27.1.5 Developed Documentation;

27.1.6 Horizon Design Documentation;

27.1.7 Horizon Materials;

27.1.8 Internal Code;

27.1.9 Horizon Third Party Software;

27.1.10 Third Party Items;

27.1.11 Post Office Foreground IPR;

27.1.12 Licensed IPR;

27.1.13 Fujitsu Background IPR;

27.1.14 Post Office Background Materials; and

27.1.15 Deposited Software.

General

27.2 Except as explicitly stated herein, nothing in this Agreement shall transfer ownership of or grant licences (including rights under patents) of any pre-existing or independently developed Intellectual Property Rights of either Party.

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27.3 Where Post Office Foreground IPR or Licensed IPR subsists in software within Fujitsu Services or its Sub-contractors' possession or control, Fujitsu Services shall, at the request of Post Office, provide Post Office with one up-to-date copy (and other copies as may reasonably be requested) of that software (in both Source Code and object code formats) and all related engineering, design and test data, configuration files and programming notes.

27.4 In the event that Fujitsu Services, a member of the Fujitsu Services Group or its HNG-X Sub-contractor, transfers or assigns any Licensed IPR or Fujitsu Background IPR used for the purposes of performing the Services to any third party, Fujitsu Services shall ensure that such assignment or transfer is subject to the licences granted hereunder and shall notify Post Office of such transfer or assignment as soon as reasonably practicable.

27.5 Each Party undertakes (at no additional charge) to do all such things and execute all such documents as may be reasonably required to give full effect to any assignment or licence made or granted hereunder of, in the case of Fujitsu Services, Post Office Foreground IPR, Licensed IPR or Fujitsu Background IPR and, in the case of Post Office, Intellectual Property Rights in Post Office Background Materials.

27.6 Fujitsu Services warrants and represents that:

27.6.1 Fujitsu Services has full capacity and authority to grant the licences granted by it under Clauses 30, 48.8, 48.9 and 48.10; and

27.6.2 Post Office's use of the Infrastructure, Horizon Application, the Business Capabilities and Support Facilities, and the receipt of the Services in accordance with the provisions of this Agreement shall not infringe any Intellectual Property Rights of any third party (other than any infringement that is subject to any indemnity given by Post Office pursuant to Clause 34.3). For the avoidance of doubt, this shall not apply to the Post Office's receipt of Microsoft Azure Services to the extent such services are provided by Microsoft to Post Office pursuant to the Customer Agreement or to any services provided by any third party in respect of provision of the Post Office Cloud; and

27.7 Post Office warrants and represents that Post Office has full capacity and authority to grant the licences granted by it under Clause 31.

28. Intellectual Property Rights owned by Fujitsu Services

28.1 Subject to express agreement to the contrary in any Work Order or CCN and subject also to the licences contained in this Agreement:

28.1.1 the Intellectual Property Rights in Fujitsu Developed Documentation, Fujitsu Services Software, Internal Design Documentation, Listed Documentation Internal Code and the Ingenico Central Platform, the Payment and Banking Solution and the Ingenico Software;

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28.1.2 the Intellectual Property Rights in all other Horizon Materials (other than Specially Written Software, Specially Written Documentation and Post Office Developed Documentation);

28.1.3 Fujitsu Background IPR; and

28.1.4 Licensed IPR,

shall, as between Post Office and Fujitsu Services, be vested on creation in Fujitsu Services, Fujitsu Services' licensors, HNG-X Sub-contractors or a member of the Fujitsu Services Group.

29. **Intellectual Property Rights owned by Post Office**

29.1 Subject to express agreement to the contrary in any Work Order or CCN and subject also to the licences contained in this Agreement the Intellectual Property Rights in:

29.1.1 Post Office Developed Documentation;

29.1.2 Specially Written Software; and

29.1.3 Specially Written Documentation,

shall be vested in Post Office upon acceptance of the Post Office Developed Documentation, Specially Written Software or Specially Written Documentation (as applicable).

29.2 Fujitsu Services hereby:

29.2.1 assigns all future copyright and database rights subsisting in; and

29.2.2 agrees to assign (and, in relation to any Post Office Developed Documentation, Specially Written Software or Specially Written Documentation created by another member of the Fujitsu Services Group or Sub-contractor, procure the assignment of) all other Intellectual Property Rights subsisting in,

Post Office Developed Documentation, Specially Written Software and Specially Written Documentation absolutely to Post Office for the full term during which the rights in such Intellectual Property Rights and any renewals and extensions shall subsist.

29.3 Any Intellectual Property Rights created by a Fujitsu Services SIP Team Member, solely or jointly with any other person in relation to the business or activities of Post Office or any member of the Royal Mail Group arising out of or in connection with, and during, their engagement as a member of the SIP Team and in the course of fulfilling their agreed role within the SIP, shall become the sole property of Post Office (or a member of the Royal Mail Group, as applicable) and Fujitsu Services shall procure that the Fujitsu Services SIP Team Member agrees that he has no right to compensation in respect of such Intellectual Property Rights. Fujitsu Services shall procure that the Fujitsu Services SIP Team Member shall execute all such documents and do all such things reasonably

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required to enable Post Office or any member of the Royal Mail Group (as the case may be) to obtain registration or other protection in respect of such Intellectual Property Rights or (if necessary) to vest ownership of such Intellectual Property Rights in Post Office or any member of the Royal Mail Group.

29.4 All Intellectual Property Rights created by Fujitsu Services, any member of the Fujitsu Services Group or any HNG-X Sub-contractor (or, in relation to any work referred to in Clause 29.4.2, any Sub-contractor of Fujitsu Services who carries out that work) in relation to:

29.4.1 all applications and other software developed for Project HNG-X to fulfil the Functional Requirements, System Capacity and Performance Requirements, User Interface Requirements, Training Requirements, Design and Architecture Requirements and Security Requirements (each as referred to in paragraph 4.1 of Schedule B6.1 as such may be developed or modified from time to time), together with the databases and any background documents and materials associated with or relating to such applications and software and, in each case, all subsequent developments and modifications thereto during the term of this Agreement;

29.4.2 all software, together with any databases, background documents and materials associated with or relating to such software (in each case, including all subsequent developments and modifications thereto), which are created to meet agreed requirements or specifications under a Work Order or CCN entered into after the Project HNG-X Commencement Date; and

29.4.3 such other software, documents or materials developed for Project HNG-X or any other work as the Parties may agree in writing from time to time.

(together, "Post Office Foreground IPR") shall vest in Post Office.

29.5 Fujitsu Services hereby:

29.5.1 assigns all future copyright and database rights comprised in the Post Office Foreground IPR; and

29.5.2 agrees to assign (and, in relation to any Post Office Foreground IPR created by another member of the Fujitsu Services Group or an HNG-X Sub-contractor, procure the assignment of) all other Post Office Foreground IPR,

absolutely to Post Office for the full term during which the rights and any renewals or extensions shall subsist.

29.6 Fujitsu Services shall procure that its employees, sub-contractors and sub-contractors' employees shall waive absolutely and irrevocably in favour of Post Office their moral rights in Post Office Developed Documentation, Specially Written Software, Specially Written Documentation and/or Post Office Foreground IPR granted under the Copyright Designs and Patents Act 1988 or equivalent or analogous rights under laws of other jurisdictions in relation to such property.

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29.7 Without prejudice to Clause 26.6 and the generality of Clause 27.2, Fujitsu Services acknowledges and agrees that Post Office or its licensors shall own all Intellectual Property Rights in Post Office Background Materials.

30. **Licences granted by Fujitsu Services or a Third Party to Post Office**

30.1 In consideration of the payment of the relevant Charges, Fujitsu Services hereby grants to Post Office or shall procure that Post Office is granted in respect of each category of IPR, documentation and software listed in Table 1 in Clause 30.3 a licence which has the characteristics, affords the rights and is subject to the restrictions designated with ticks in Table 1 in respect of that category (as such may be supplemented by the rights set out in Clauses 30.14 and 30.18). In addition, Clauses 48.7 to 48.13 shall apply in the event that a Terminable Service is terminated pursuant to Clause 47.10.1 or 47.10.2 or this Agreement expires or is terminated as provided herein (other than by Fujitsu Services pursuant to Clause 47.4).

30.2 For the purposes of Table 1:

30.2.1 "terminable by FS" means Fujitsu Services may at any time, notwithstanding any provision herein describing the licence as irrevocable, by notice in writing terminate the licence in question if Post Office is in Default of such licence and Post Office shall fail to remedy such Default within 30 days of written notice to Post Office specifying the Default and requiring its remedy, provided that if the Default in question is caused by an Agent, such licence shall only be terminated in relation to Use by such Agent. Upon termination of the relevant licence to Post Office, Post Office shall cease to use the software or document which is the subject matter of such licence and shall either return or destroy all copies of such software and documentation, as directed by Fujitsu Services;

30.2.2 "FS Limitation One" means the rights granted under the licence in question may be exercised solely for the purposes of receiving the Services;

30.2.3 "FS Limitation Two" means the right to use granted under the licence in question may be exercised solely in connection with the Hardware of which the software forms an integral part;

30.2.4 "FS Limitation Three" means the licence in question shall be granted or procured by Fujitsu Services solely to the extent necessary for Post Office to receive:

(a) the HNG-X Services over the HNG-X Service Infrastructure; or

(b) the benefit of its other rights under this Agreement;

30.2.5 "during the term" means the licence in question is granted during the term of this Agreement only;

30.2.6 "Third Party Use" means:

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(a) in the case of Internal Code, Fujitsu Services shall use all reasonable endeavours to enable a third party engaged by Post Office to use, and

(b) in the case of Fujitsu Services Software, Post Office shall be entitled to engage a third party to Use,

the software or documentation which is the subject of the licence, subject to and in accordance with this Agreement on behalf of Post Office provided that such third party shall have entered into an appropriate Agreed Form NDA;

30.2.7 "Archival Copies" means Post Office shall be entitled to copy the software which is the subject of the licence in order to create as many archival or back-up copies of the same as are necessary. When copying such software, Post Office shall include the original machine readable copyright notice, and a label affixed to the media identifying the software and stating: "This medium contains an authorised copy of copyrighted software which is the property of [Fujitsu Services] [the Third Party Software Owner]";

30.2.8 "Transferable" means the licence in question shall be fully transferable and fully sub-licensable; and

30.2.9 "Any Purpose" means the licence in question is for any purpose whatsoever.

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30.3 Table 1: Licences Granted by Fujitsu Services to Post Office

IPR, software or document category	Licence characteristics, rights and restrictions																		
	perpetual	during the term	irrevocable	terminable by FS	worldwide	royalty free	exclusive	non-exclusive	to use	to Use	to copy	to modify	FS Limitation One	FS Limitation Two	FS Limitation Three	Third Party Use	Archival Copies	Transferable	Any Purpose
Listed Documentation	✓		✓	✓		✓		✓	✓		✓	✓	✓						
Fujitsu Services Software		✓		✓		✓		✓		✓			✓			✓	✓		
Fujitsu Developed Documentation	✓		✓			✓		✓		✓									
Internal Code	✓		✓	✓		✓		✓	✓					✓		✓	✓		
Licensed IPR	✓		✓		✓	✓		✓										✓	✓
Fujitsu Background IPR		✓	✓			✓		✓	✓						✓				

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30.4 If and to the extent that any Fujitsu Services Software, Listed Documentation or Fujitsu Developed Documentation necessary for Post Office to receive the HNG-X Services over the HNG-X Service Infrastructure is included in the licence granted to Post Office pursuant to this Clause 30 of Fujitsu Background IPR, then no other licence under this Clause 30 in respect of that Fujitsu Services Software, Listed Documentation or Fujitsu Developed Documentation shall apply for Post Office to receive the HNG-X Services over the HNG-X Service Infrastructure.

IPR owned by Third Parties

30.5 Post Office acknowledges and agrees that all Intellectual Property Rights in Horizon Third Party Software and Third Party Items (excluding Intellectual Property Rights in Third Party Items required to be assigned to Post Office pursuant to Clause 29) shall remain vested in the relevant third party proprietor of those rights.

30.6 In consideration of the payment of the relevant Charges:

30.6.1 subject to Clauses 30.11 and 30.12, Fujitsu Services hereby grants or shall grant, as the case may be, to Post Office a perpetual (subject to Clause 30.6.3), royalty-free, irrevocable and non-exclusive sub-licence:

(a) to Use Horizon Third Party Software and HNG-X Third Party Software; and

(b) to use Third Party Items (other than HNG-X Third Party Software);

in each case where Fujitsu Services has procured the rights to grant such sub-licences; or

30.6.2 subject to Clause 30.11, if Fujitsu Services is unable to procure the right to grant the sub-licence referred to in Clause 30.6.1, having used all reasonable endeavours to procure such right, Fujitsu Services shall procure that the relevant third party grants to Post Office a royalty-free and non-exclusive licence:

(a) to Use Horizon Third Party Software and HNG-X Third Party Software; and

(b) to use Third Party Items (other than HNG-X Third Party Software),

and shall use all reasonable endeavours to ensure that such licence is perpetual (subject to Clause 30.6.3) and irrevocable.

30.6.3 Each of the sub-licences and/or licences granted or procured pursuant to this Clause 30.6 in respect of Horizon Third Party Software shall terminate upon the later of:

(a) the occurrence of Trigger Point T6 (Counter Application Rollout Complete); and

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(b) the date when the Horizon Third Party Software is no longer used in the provision or receipt of the Existing Services in accordance with this Agreement or, in the case only of "Windows NT Workstation" (identified as Horizon Third Party Software in Schedule B4.1), the date when that software is no longer used in the provision or receipt of the HNG-X Services in accordance with this Agreement.

30.7 Each of Post Office's sub-licences and licences under Clauses 30.6.1 and 30.6.2 respectively shall be subject to any additional terms and conditions imposed by the licensor, provided that any terms of any such sub-licence or licence shall not detract from the rights granted to Post Office hereunder. Without prejudice to the generality of the foregoing, Post Office accepts the licence terms relating to the Escher Upgrade Software set out in Schedule B4.1 and that such terms satisfy the requirements of this Clause 30.7.

30.8 Fujitsu Services shall use all reasonable endeavours to enable a third party engaged by Post Office to use Horizon Third Party Software subject to and in accordance with this Agreement on behalf of Post Office provided that such third party shall have entered into an appropriate Agreed Form NDA.

30.9 Post Office shall be entitled to copy Horizon Third Party Software and HNG-X Third Party Software in order to create as many archival or back-up copies of the same as are necessary. When copying such software, Post Office shall include the original machine readable copyright notice, and a label affixed to the media identifying the software and stating: "This medium contains an authorised copy of copyrighted software which is the property of [the Third Party Software Owner]."

30.10 In respect of any Non-standard Third Party Material to be (i) included in or used as part of the HNG-X Service Infrastructure or the Business Capabilities and Support Facilities, or (ii) used to provide or receive the HNG-X Services over the HNG-X Service Infrastructure, Fujitsu Services shall procure such rights for Post Office to use those materials as are set out in Clause 48.8, such rights only to be granted in accordance with the provisions of Clause 48.8 (in each case as if references to Fujitsu Background IPR were to the IPR in the Non-standard Third Party Material). Without prejudice to Post Office's rights and remedies under this Agreement, in the event that Fujitsu Services cannot procure such rights, it shall not procure the development or make use of that Non-standard Third Party Material in connection with this Agreement without the prior written consent of Post Office and shall, at Post Office's request and at no additional charge to Post Office:

30.10.1 provide Post Office with such information as it may reasonably request in order to understand and assess the reasons for, and the benefits of, the use of that Non-standard Third Party Material (including, without limitation, identifying any alternative software or materials which possess substantially equivalent functionality, performance and interoperability to that of the Non-standard Third Party Material and in relation to which the above rights can be obtained with minimum additional costs or restrictions); and

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30.10.2 either jointly approach the third party supplier with Post Office or provide reasonable assistance to Post Office in its negotiations with such third party, in each case with a view to obtaining the above rights.

30.11 Post Office acknowledges and agrees that Fujitsu Services may be unable and, if so, shall not be obliged to fulfil its obligations pursuant to Clauses 30.6.1, 30.6.2 or 30.17 (as the case may be) in respect of an item of Horizon Third Party Software or a Third Party Item in the event that an act or omission of Post Office gives rise to a right for the proprietor of the relevant item of Horizon Third Party Software or Third Party Item to:

30.11.1 terminate its licence to Fujitsu Services of the relevant item of Horizon Third Party Software or Third Party Item;

30.11.2 terminate its licence to Post Office of the relevant Horizon Third Party Software or Third Party Item; or

30.11.3 require Fujitsu Services to terminate its sub-licence to Post Office of the relevant Horizon Third Party Software or Third Party Item.

30.12 In the event that Post Office is in breach of a sub-licence of an item of Horizon Third Party Software or a Third Party Item granted pursuant to Clause 30.6.1 and Fujitsu Services reasonably believes that Post Office's breach will result in the termination of Fujitsu Services' right to use such Third Party Item:

30.12.1 Fujitsu Services shall give Post Office notice in writing specifying the breach and requiring Post Office to remedy that breach within 30 days of receipt of such notice; and

30.12.2 if Post Office fails to remedy the breach within 30 days of receipt of such notice, Fujitsu Services may by notice in writing terminate the relevant sub-licence.

30.13 In the event that a sub-licence is terminated pursuant to Clauses 30.11 or 30.12.2, Fujitsu Services shall not be liable for any failure or delay in providing any Service to the extent that the failure or delay is caused by the cessation of Post Office's right to use the material or thing the subject of that sub-licence, provided that Fujitsu Services has used its reasonable endeavours to continue providing the affected Service or Services to the extent possible and to mitigate the impact of the failure or delay. Fujitsu Services shall provide such assistance as Post Office may reasonably require in order for Post Office to assess, and procure the necessary rights to use, suitable replacement materials to those the subject of the terminated licence.

30.14 Subject to any necessary consents (which Fujitsu Services shall use all reasonable endeavours to obtain) in relation to Horizon Third Party Software, HNG-X Third Party Software or other materials or things in which the Intellectual Property Rights are owned by a third party, any licence or sub-licence granted by Fujitsu Services to Post Office hereunder:

30.14.1 shall be transferable in accordance with the provisions of Clause 58.3; and

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30.14.2 is hereby granted to and are fully exercisable by members of the Royal Mail Group, End Users and, in respect of HNG-X Third Party Software only, individuals under contract to the Post Office fulfilling a role ordinarily performed by employees of the Post Office.

30.15 Use of Internal Design Documentation and Specially Commissioned Design Documentation

30.15.1 Subject to Clause 30.15.2, Post Office and a third party engaged by Post Office including but not limited to any bona fide potential Next Suppliers (in particular during any tender, due diligence or implementation process) where reasonably required (i) to comply with the Public Contracts Regulations 2006 (in particular without limitation Regulation 4(3)) and (ii) by Post Office for a Design Purpose, shall be entitled to have access to and use Horizon Design Documentation.

30.15.2 Post Office agrees:

(a) that (irrespective of ownership of the Intellectual Property Rights in Developed Documentation) it will not use or permit to be used any Horizon Design Documentation for any purpose other than a Design Purpose;

(b) not to disclose Horizon Design Documentation to any third party save where such disclosure is required for a Design Purpose and the third party to whom it is disclosed has (1) entered into such confidentiality commitments as Fujitsu Services may reasonably request (written confirmation of which shall be provided by Post Office to Fujitsu Services prior to release of such documentation), and (2) delivered a written undertaking to Fujitsu Services that it will use such Horizon Design Documentation solely for the Design Purposes; and

(c) access to and use of any Horizon Design Documentation in accordance with this Clause 30.15.2 shall not serve to transfer any Intellectual Property Rights in the documentation or information contained therein to the Post Office or any third party.

30.15.3 For the purposes of determining ownership of, and any licences granted in respect of, Intellectual Property Rights in any Specially Commissioned Design Documentation, such documentation shall be deemed to fall within the definition of Developed Documentation or Specially Written Documentation, whichever is applicable. Licences granted by Fujitsu Services under Clause 30.1 in respect such Specially Commissioned Design Documentation that is deemed to be Fujitsu Developed Documentation shall be subject to the additional restrictions imposed by Clause 30.15.2.

Deposited Software

30.16 Fujitsu Services shall place the Source Code of the Deposited Software in escrow with a reputable escrow company agreed upon by the Parties (if the Parties are unable to agree then the escrow company shall be NCC), on the basis of the appropriate standard agreement or on such other terms as Post Office, Fujitsu Services, the third party licensor (if applicable) and the escrow company shall agree (each such agreement, a "Source

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Code Escrow Agreement") such terms, unless the parties agree and record otherwise in their Source Code Escrow Agreement, to be consistent with Post Office's rights under Clauses 48.7 to 48.13.

30.17 Without prejudice to the generality of Clauses 48.7 to 48.13, Fujitsu Services hereby grants to Post Office a perpetual, royalty-free and non-exclusive licence (which shall (subject to Clause 30.11) be irrevocable) to Use, reproduce, modify, adapt and enhance (and to authorise a third party to Use, reproduce, modify, adapt and enhance) the Source Code version of the Deposited Software. However, the foregoing licence shall only become effective if Post Office becomes entitled to obtain access to the Source Code version of the Deposited Software pursuant to the Source Code Escrow Agreement referred to in Clause 30.16 and the licence shall be subject to any restrictions contained herein in respect of the object code version of the Deposited Software.

30.18 Miscellaneous Licence Provisions

30.18.1 On the sale or transfer of an item of Hardware of which Internal Code is an integral part, the licence to use such Internal Code in combination with the said item of Hardware shall pass to the purchaser or other transferee of the said item of Hardware. Post Office shall take all reasonable steps to ensure that the purchaser or transferee of the said item of Hardware agrees to comply with the licence to use the Internal Code that was previously enjoyed by Post Office.

30.18.2 The licence to use Listed Documentation granted under this Clause 30 does not authorise any use or disclosure of the Listed Documentation in question which would constitute a breach of the obligations of confidentiality contained in Clause 61 or any other obligations of confidentiality which have been accepted by Post Office.

30.18.3 Notwithstanding and without prejudice to 30.11 above and any other relevant provisions of this Clause 30, in relation to the use of Third Party Items by Accenture as the Next Supplier of the POLSAP Applications Support Services (which were terminated by CCN1609d Post Office and Fujitsu Services hereby agree that in consideration of the payments by Post Office outlined in CCN1609d Fujitsu Services shall enable Post Office and Accenture as the Next Supplier to continue to be sub-licensed to use until 31st March 2017 the Third Party Item known as Data Archiving for SAP Solutions (as listed in Schedule G Annex A) after the termination of the POLSAP Applications Support Services on 4th October at 11.59 pm, as if Fujitsu Services were continuing to supply those services. Further Post Office will in consideration of the continuity of such usage rights procure that Accenture complies with the provisions of the Open Text licence until 23:59 on 31st March 2017 when the Fujitsu Services /OpenText sub-contract will terminate, unless otherwise agreed in writing between the Parties, and Post Office acknowledges and accepts that Fujitsu Services will continue to benefit from and/or enforce the waiver, rights and/or relief contained in Clauses 30.11, 30.12, and 30.13 as if Fujitsu Services were continuing to supply the POLSAP Applications Support Services on and after the 5th October 2016.

30.19 Licenses granted by Fujitsu Services

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In the event that the term of this Agreement is shortened following a declaration of ineffectiveness pursuant to Regulation 98(2) of the Public Contracts Regulations 2015 SI 2015/102, then this Clause 30.19 shall lapse and have no effect.

30.19.1 By no later than 31st March 2023 Post Office shall pay to Fujitsu Services an IP Licence Fee of £10,000,000 in accordance with Clause 30.19.5 unless Clause 30.19.2 applies and the Termination Licence Fee has already been paid to Fujitsu Services. In consideration of the payment of the IP Licence Fee by Post Office, Fujitsu Services grants the licence in Clause 30.19.5.

30.19.2 In the event that termination of the Agreement by either Party takes effect prior to 31st March 2023, then, on the date that the termination takes effect, Post Office shall pay to Fujitsu Services the sum calculated in accordance with Clause 30.19.3 (the "**Termination Licence Fee**") in accordance with Clause 30.19.5. For the avoidance of doubt, where termination of the Agreement takes effect prior to 31st March 2023 and Post Office has paid Fujitsu Services the Termination Licence Fee pursuant to this Clause 30.19.2, it shall not be required to make any further payment referred to in Clause 30.19 .1.

30.19.3 The Termination Licence Fee payable by Post Office pursuant to Clause 30.19.2 shall be determined based on the date the termination of the Agreement takes effect (the "Agreement Termination Date") using the table below.

Agreement Termination Date or (where applicable) Termination Early Release Date (whichever is the earlier)	**Termination Licence Fee**
From 1st April 2020 to 31st March 2021	£17,500,000
From 1st April 2021 to 31st March 2022	£15,000,000
From 1st April 2022 to 30th March 2023	£12,500,000

30.19.4 in the event that Post Office requires earlier access to the Horizon Software IPR and/or Horizon IPR Materials (i.e. prior to 31st March 2023) as part of its re-procurement or replacement of the Services similar to the services provided under this Agreement, Post Office may raise a Change Request with Fujitsu Services setting out the specific access it requires including where it requests such access to be extended to third parties.

30.19.5Post Office may request an invoice in respect of the IP Licence Fee by notice at any time prior to 31st March 2023; failing which, Fujitsu Services shall invoice the IP Licence Fee on 31st March 2023. Post Office shall pay the sum due to Fujitsu Services pursuant to Clause 30.19.1or 30.19.2 (as applicable) within 30 days following receipt by Post Office of an invoice raised in accordance with paragraph 10 of Schedule D2. All sums referred

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to above are exclusive of any applicable VAT, which where applicable shall be payable by Post Office in addition to any sum in respect of which it is calculated.

30.19.5.1 Subject to receipt of payment by Fujitsu Services of the IP Licence Fee or Termination Licence Fee (as applicable) and with effect from 1st April 2023, Fujitsu Services hereby grants to Post Office (such licence being effective from and including the Licence Date) a non-exclusive, perpetual, irrevocable, fully paid-up, worldwide licence under the Horizon Software IPR, for the purpose of using, copying, modifying, adapting, advancing and developing the Horizon Software, in both object code and source code formats (and doing all other acts that would otherwise amount to an infringement of the Horizon Software IPR). Post Office shall be entitled to use, support, maintain, enhance, modify and develop the Horizon Software for Post Office's and Post Office's Affiliates' business purposes only (which shall include, for the avoidance of doubt but without limitation, the use of the Horizon Software by or on behalf of British Forces Post Office and use of the Horizon Software by or behalf of Post Office's franchisees and agents) (the "**Specified Purpose**"), provided always that, for the avoidance of doubt, Post Office and the Post Office Affiliates shall not otherwise under any circumstances sell or transfer the Horizon Software to third parties (other than to Post Office Affiliates) or otherwise market or commercially exploit the Horizon Software by permitting third parties (other than to Post Office Affiliates) to use the Horizon Software for their own business purposes. Post Office shall ensure that any using, copying, modifying, adapting, advancing or developing of the Horizon Software during the Term shall not affect delivery of the Services by Fujitsu Services. Fujitsu Services shall not be liable to Post Office for any failure to perform or delay in performing its obligations under this Agreement where such failure or delay has been caused by the Post Office using, copying, modifying, adapting, advancing or developing of the Horizon Software.

30.19.5.2 Post Office shall be entitled to sub-license its rights in and to the Horizon Software through multiple tiers of sub-licensee without the prior written consent of Fujitsu Services, provided that:

(a) the sub-licensees shall only be entitled to use the Horizon Software for the Specified Purpose (including the provision of services to Post Office and Post Office's Affiliates);

(b) the provisions of the agreement under which Post Office sub-licenses its rights:

i. are consistent with the provisions of this Clause 30.19;

ii. contain restrictions equivalent to those set out in this Clause 30.19 in relation to the use of the Horizon Software;

iii. without prejudice to any liability Fujitsu Services may have to Post Office pursuant to this Clause 30.19 or as otherwise under this Agreement or at law, ensure that Fujitsu Services shall have

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no liability whatsoever to any sub-licensee save for that which cannot be excluded by law; and

iv. contain termination provisions allowing Post Office to terminate such agreement in the event the sub-licensee commits a material breach of the agreement by allowing any third party (other than Post Office or its Affiliates) to use the Horizon Software other than for the Specified Purpose, and fails to remedy such breach within a period of 30 days after being notified in writing to do so by Post Office.

(c) Save as provided in Clause 30.19.5.2. Post Office shall not sub-license its rights under this Agreement without the prior written consent of Fujitsu Services.

(d) Except as expressly set out in this Clause 30.19.5.2, and without prejudice to its right to sub-license, Post Office shall remain responsible for all acts and omissions of all sub-licensees in relation to their use of the Horizon Software as if such acts and/or omissions were Post Office's own.

(e) Post Office shall notify Fujitsu Services annually of the execution of any such agreements under which Post Office sub-licences its rights under the Horizon Software IPR, or otherwise on the request of Fujitsu Services (acting reasonably).

30.19.6 Upon thirty (30) days' prior written notice from Fujitsu Services, Post Office shall permit an independent certified or chartered public accounting firm ("**Accounting Firm**") of nationally recognised standing selected by Fujitsu Services and acceptable to Post Office (acting reasonably), to examine, at Fujitsu Services' expense, the relevant books and records of Post Office as may be reasonably necessary to audit Post Office's use of the Horizon Software to ensure it is being used only for the Specified Purpose. An examination by Fujitsu Services under this Clause shall occur not more than once in any calendar year (except where Fujitsu Services has reasonable grounds to suspect that Post Office is not complying with the provisions of this Agreement of which grounds it provides evidence to Post Office's satisfaction (acting reasonably), in which case it may carry out an audit at any time) and shall be limited to the pertinent books and records for calendar years ending not more than thirty-six (36) months before the date of the request. The Accounting Firm shall be provided access to such books and records at such facility(ies) where such books and records are normally kept and such examination shall be conducted during normal business hours for such facility(ies). The Accounting Firm may be required to sign a standard non-disclosure agreement before providing the Accounting Firm access to such facilities or records. Upon completion of the audit, the Accounting Firm shall provide both Fujitsu Services and Post Office with a written report disclosing whether Post Office's use of the Horizon Software is only for the Specified Purpose, and, in each case, the specific details concerning any discrepancies. No other information shall be provided to Fujitsu Services.

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30.19.7 Fujitsu Services shall deliver to Post Office, on a date or dates agreed between the Parties, but in any event (unless agreed otherwise by Post Office) within 30 Working Days following receipt of payment of the IP Licence Fee or Termination Licence Fee (as applicable) an electronic copy of:

(a) the Horizon Software in use in the delivery of services at the time to Post Office pursuant to this Agreement (in object and source code formats);

(b) all legacy versions of the Horizon Software (in object and source code formats), to the extent such versions are in the possession or control of Fujitsu Services or its Affiliates (Post Office acknowledges that such legacy versions may not have been maintained by Fujitsu Services); and

(c) any documents or other materials relating to the Horizon Software, which are necessary to enable Post Office to use (and make such other use as is permitted under this Agreement of) the Horizon Software and which are in existence at the date of the expiry or termination of this Agreement,

(together, the "**Horizon IPR Materials**").

30.19.8 Fujitsu Services represents and warrants on a continuing basis throughout the term of this Agreement that:

30.19.8.1 the Horizon Software, taken together with the Fujitsu Support Applications, the Specified Third Party Software and the software and databases the Intellectual Property Rights in which are licensed by Post Office to Fujitsu Services pursuant to this Agreement, comprises all the software and databases used by Fujitsu Services to provide the HNG-X Applications and to perform the associated Services in accordance with the terms of this Agreement; and

30.19.8.2 the use by Post Office of the Horizon Software as authorised under this Agreement, the doing of any other act licensed under this Clause 30.19 and the granting of any sub-licence of the Horizon Software IPR in accordance with the terms of this Agreement does not and shall not infringe or otherwise misappropriate the Intellectual Property Rights or database rights of any third party.

For the avoidance of doubt all other representations and warranties (other than as set out in Clause 27.6.1), including as to fitness for purpose and any indication that the Intellectual Property Rights and/or Horizon Software licensed under this Clause 30.19 will be sufficient to enable a third party to support the HNG-X Applications and/or to provide services equivalent to the Services (as such terms are defined in the Agreement), are expressly excluded by Fujitsu Services.

30.19.9 Fujitsu Services shall indemnify on demand, and keep indemnified, Post Office, its Affiliates and any sub-licensees from and against all damages, claims, losses, liabilities, costs and/or expenses (including, without limitation, properly incurred legal expenses and other advisers' fees) incurred by Post Office, its Affiliates or any sub-licensees arising out of and/or in connection with a claim made by a third party alleging that the use of the

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Horizon Software, and/or the documents or materials in which the Horizon Software IPR subsists as provided by Fujitsu Services under this Agreement, or the doing of any other act licensed under this Clause 30.19 in accordance with this Agreement, infringes or otherwise misappropriates the Intellectual Property Rights or database rights of a third party provided that Post Office promptly upon becoming aware of a claim which might give rise to any liability on Fujitsu Services to indemnify Post Office under this Clause 30.19.9 Post Office will:

30.19.9.1 give written notice of the claim to Fujitsu Services;

30.19.9.2 allow Fujitsu Services to assume the control and conduct of the defence and settlement of the claim;

30.19.9.3 at the expense of Fujitsu Services, give such reasonable assistance as may reasonably be required by Fujitsu Services in the defence, settlement or compromise of the claim; and

30.19.9.4 have the right to participate in (but not control) the defence of a claim and to retain its own counsel in connection with such claim at Post Office's own expense.

30.19.10 Fujitsu Services shall update Annex 1 of Schedule G and Annex 2 of Schedule G, detailing the Fujitsu Support Applications and Specified Third Party Software respectively, upon each major release of the Software.

30.19.11 Notwithstanding any other provision of this Agreement no confidentiality obligation shall restrict Post Office's ability to disclose confidential information to the extent necessary or useful for it to exercise its rights under this this Clause 30.19.

30.19.12 Fujitsu Services shall at the request of Post Office do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary in Post Office's opinion (acting reasonably) to give full effect to this Clause 30.19 and to vest in Post Office the full benefit of the rights and benefits to be provided to Post Office under this Clause 30.19.

30.19.13 Fujitsu Services shall, within twelve months following execution of CCN 1600 work with Post Office to provide reasonable written descriptions of the Fujitsu Support Applications and the Specified Third Party Software, including by reference to the specific elements of the Services that they relate to and in such detail to enable Post Office to understand the purpose of each of the elements of Fujitsu Support Applications and the Specified Third Party Software it being anticipated by both Parties that this shall comprise not more than a couple of sentences about each item which defines the spirit of its purpose (the "**Understanding Exercise**"). Where requested by Post Office, Fujitsu Services shall:

30.19.13.1 meet with a reasonably competent IT professional(s) of Post Office and discuss and document the descriptions of the Fujitsu Support Applications and the Specified Third Party Software;

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30.19.13.2 answer any questions asked by a reasonably competent IT professional(s) of Post Office (acting reasonably) in relation to the Understanding Exercise and the outcomes thereof; and

30.19.13.3 make such amendments to the descriptions as reasonably requested by the reasonably competent IT professional(s) of Post Office, whether following discussions, answers to questions or otherwise.

Fujitsu Services shall every twelve months provide updated written descriptions that reflect any updates or changes to the Fujitsu Support Applications and the Specified Third Party Software (including additions thereto) since the last descriptions were provided to Post Office and, where requested by Post Office, the process in Clauses 30.19.13.1 to 30.19.13.3 (inclusive) shall be repeated in relation to such updates or changes. Each Party shall bear its own costs in relation to its obligations under this Clause 30.19.13.

30.19.14 The terms of Schedule H shall apply as set out therein. Notwithstanding Clause 67.5, In the event of any conflict or inconsistency between the terms of the Clauses (including this Clause 30) and Schedule H, the provisions of Schedule H shall take precedence to the extent of such conflict or inconsistency.

30.20. Right to use the Ingenico Software and the Web Merchant Interface

30.20.1. C3 Software

In consideration of the payment of the relevant Charges for the Payment and Banking Service, Fujitsu Services hereby grants to Post Office as part of the provision of the Payment and Banking Service and solely for the purpose of receiving the Payment and Banking Service during the term of this Agreement (including any agreed Exit Period), a non-exclusive, non-transferable licence to use the Ingenico Software at the location where the Pin Pad is installed, only in relation to such Terminal and the associated Counter Position, subject to the following limitations:

Post Office may only: (i) run and display the Ingenico Software on the PIN Pad and the Counter Position and permit the use of Ingenico Software for all Transactions and payments using the Pin Pad; and (ii) make a single backup copy of the Ingenico Software on any medium (including optical or magnetic media). Post Office undertakes not to copy, disassemble, translate, adapt, modify or decompile all or part of the Ingenico Software. The Ingenico Software licence granted to Post Office shall terminate upon the expiry of this Agreement or in the event of its termination for any reason whatsoever. The licence granted under this clause 30.20.1 includes the right for Post Office to authorise its supplier managing or integrating Post Office's infrastructure, to use the Ingenico Software only as needed in order for Post Office to benefit from the Payment and Banking Service. No other provisions in this Clause 30 shall apply to the use of Ingenico Software

30.20.2 Web Merchant Interface

In consideration of the payment of the relevant Charges for the Payment and Banking Service, Fujitsu Services shall grant to Post Office as part of the provision of the

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Payment and Banking Service and solely for the purpose of benefiting from the Banking and Payment Service during the term hereof (including any Exit Period), a right to access the Web Merchant Interface to perform supervisory and PBS Transaction flow statistics operations. The right to use the Web Merchant Interface will end upon the expiry of this Agreement or in the event of its termination for any reason whatsoever. No other provisions in this Clause 30 shall apply to the use of Web Merchant Interface."

30.21 In relation to the Intellectual Property Rights pertaining to the Banking Solution Elements created by Fujitsu Services and derived from Post Office's funding under CWO230 ("**Banking IPR**"):

30.21.1 All Intellectual Property Rights in the Banking Solution Elements shall vest on creation on Fujitsu Services or its Subcontractors; and

30.21.2 Fujitsu Services and its Sub-contractors shall be restricted from re-using or licensing to a third party such Intellectual Property in the United Kingdom for a period of 12 months from the commencement date of PBS3, Commencement of Payment and Banking Pilot, provided that no such restriction shall apply if Post Office terminate this Agreement or the Payment and Banking Service for convenience in accordance with Clause 47.2 or 47.10.2 (except where the Fujitsu Services Subcontract agreement with Ingenico for the Payment and Banking Service is assigned or novated to Post Office where required in accordance with clause 48.1.2)

31. Licences granted by Post Office or a third party to Fujitsu Services

31.1 Post Office hereby grants to Fujitsu Services or shall procure that Fujitsu Services is granted in respect of each category of IPR, documentation and software listed in Table 2 in Clause 31.3 a licence which has the characteristics, affords the rights and is subject to the restrictions designated in Table 2 with ticks in respect of that category.

31.2 For the purposes of Table 2:

31.2.1 "during the term" means the licence in question is granted only during the term of this Agreement and for the purposes of the provision of the Transfer Services beyond such term;

31.2.2 "merge", in the case of software, means the right to merge with other computer programs and, in the case of documents means the right to merge with other documents;

31.2.3 "PO Limitation One" means the rights granted under the licence in question may be exercised solely for the purposes of providing the Services and/or HNG-X Development and/or Associated Change Development;

31.2.4 "Other Purposes" means the rights granted under the licence in question may be exercised for purposes other than those set out in PO Limitation One, subject to obtaining the prior written consent of Post Office, such consent not to be unreasonably withheld or delayed;

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31.2.5 "Sub-licensable" means the rights granted under the licence in question include a right to grant sub-licences to sub-contractors of a member of the Fujitsu Services Group subject to the relevant member of Fujitsu Services Group imposing obligations of confidentiality on those sub-contractors similar to those set out in Clause 61. Where the sub-licence only permits use by the sub-contractor in question for the purpose of providing, or in connection with the provision of, the Services and/or HNG-X Development and/or Associated Change Development, no prior consent of Post Office to the sub-licence shall be required. In any other case the prior written consent of Post Office, such consent not to be unreasonably withheld or delayed, shall be required;

31.2.6 "Extends to FSG" means the licence in question is for each member of the Fujitsu Services Group; and

31.2.7 "Copy/Incorporate" means Fujitsu Services shall be entitled to copy all material which is the subject of the licence provided any Post Office copyright markings and security markings are preserved and adhered to and, subject to Clause 56.4, Fujitsu Services shall be entitled to incorporate parts of such material into a document subject to the source of the material being acknowledged in the receiving document.

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31.3 Table 2: Licences granted by Post Office or third party to Fujitsu Services

IPR, software or document category	Licence characteristics, rights and restrictions															
	perpetual	during the term	irrevocable	royalty free	exclusive	non-exclusive	to use	to operate	to merge	to copy	to modify	PO Limitation One	Sub-licensable	Extends to FSG	Copy/Incorporate	Other Purposes
Specially Written Software	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
Specially Written Documentation	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
Post Office Developed Documentation	✓		✓	✓		✓	✓		✓	✓	✓	✓	✓	✓		✓
Post Office Foreground IPR		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Post Office Background Materials (other than the software referred to in paragraph 1.2 of Schedule B4.1 and/or paragraph 1.2 of Schedule C3 and/or the Third Party Data referred to in the tables in paragraph 1.3 of Schedule B4.1 and/or paragraph 1.3 of Schedule C3)		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

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31.4 Upon the cessation of Fujitsu Services' need to use Post Office Foreground IPR or Post Office Background Material for the purposes of providing the Services (which, in the case of the Transfer Services, may be after termination or expiry of this Agreement), Fujitsu Services shall either return or destroy all copies of such material as directed by Post Office.

31.5 Post Office hereby grants to Fujitsu Services a non-exclusive sub-licence or right, as specified in paragraph 1.2 of Schedule B4.1 and/or paragraph 1.2 of Schedule C3, to use the software for the term of this Agreement solely for the purposes of performing the Services, HNG-X Development, Associated Change Development, operating the HNG-X Service Infrastructure, running the H-NGX Applications and/or providing the Business Capabilities and Support Facilities. Such sub-licence or right shall in respect of each item of software (other than in respect of the term of such sub-licence or right which shall be for the term of the Agreement unless agreed otherwise by the Parties in writing):

31.5.1 be on the terms;

31.5.2 subject to the restrictions; and

31.5.3 include any additional rights (for example, to operate, copy, modify, or merge the software with other software),

that are specified or referred to in the tables in paragraph 1.2 of Schedule B4.1 and/or paragraph 1.2 of Schedule C3 as being applicable to that software. References in this Clause 31.5 to the term of this Agreement shall, in the case of licences granted under this Clause for the purposes of performing the Transfer Services, include any period after termination or expiry of this Agreement during which the Transfer Services are provided.

31.6 Post Office hereby grants Fujitsu Services the rights, in respect of the Third Party Data, specified or referred to in the tables in paragraph 1.3 of Schedule B4.1 and/or paragraph 1.3 of Schedule C3, subject to the restrictions specified or referred to in that table.

31.7 Post Office shall, on the written request of Fujitsu Services and subject to the Parties agreeing fair commercial terms (any licence fee being by way of rebate or otherwise), grant Fujitsu Services a non-exclusive licence to use and modify the documents, software, materials, items or other things whatsoever in which the Post Office Foreground IPRs subsist for purposes other than performing the Services, HNG-X Development and Associated Change Development.

32. Riposte 32 and WebRiposte Software

32.1 Fujitsu Services has deposited a copy of the source code of the Riposte 32 and WebRiposte Software at Fujitsu Services' offices in Bracknell and shall retain such source code at those offices for so long as the Riposte 32 and WebRiposte Software are used by Fujitsu Services in the performance of the HNG-X Services.

32.2 Fujitsu Services has provided to Post Office certificates signed by Fujitsu Services' Managing Director confirming that the source code of the Riposte 32 and WebRiposte Software has been deposited at Fujitsu Services' offices in Bracknell as required by

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Clause 32.1, and has provided to Post Office a copy of the relevant contractual documentation confirming Fujitsu Services' right of access to such source code and confirming that Fujitsu Services has all other rights to such source code necessary for the performance of its obligations under this Agreement.

32.3 Post Office agrees that upon the Riposte 32 and WebRiposte Software becoming Deposited Software and the relevant source code being deposited with a reputable escrow company agreed upon by the Parties in accordance with Clause 30.16, Fujitsu Services shall no longer be obliged to retain a copy of the source code at its offices in Bracknell and Fujitsu Services and each officer of Fujitsu Services shall be released from any liability arising from the certificates referred to in Clause 32.2.

33. Data

33.1 Post Office Data

33.1.1 Fujitsu Services shall not delete or remove any copyright notices contained within or relating to the Post Office Data.

33.1.2 Where Post Office Data resides in the Data Centres, Fujitsu Services shall preserve the integrity of the Post Office Data once Fujitsu Services has received such Post Office Data, shall prevent any corruption or loss of such Post Office Data and shall comply with the validation procedures set out in the applicable CCDs (relating to the Horizon Applications or the Business Capabilities and Support Facilities) referred to in Schedule B3.2 as such procedures may be updated and amended from time to time. Fujitsu Services shall not be liable for any loss or corruption of Post Office Data nor for any failure to perform the Services if it can prove that such loss or corruption or failure to perform the Services was caused by Post Office Data which was lost or corrupted before Fujitsu Services received it, and Fujitsu Services has complied with the validation rules in relation to such Post Office Data. Where Post Office Data resides in the Post Office Cloud, Fujitsu Services shall not, by act or omission, compromise the integrity, corrupt or cause loss of the Post Office Data on the HNG-Application. Where Post Office Data resides in the Post Office Cloud and Post Office Data is lost or corrupted by the HNG-X Application then an Incident shall be raised and Fujitsu Services shall carry out a root cause analysis in relation to the Operational Services at no cost to Post Office which shall be managed in accordance with the Major Incident Process as described in the CCD Service Management Service: Service Description (SVM/SDM/SD/0007), and provide the results of such root cause analysis to Post Office. Post Office shall be responsible for carrying out recovery procedures for such lost or corrupt Post Office Data and Fujitsu Services shall provide Post Office with all reasonable cooperation in carrying out such procedures. Clause 33.1.3 shall not apply where the Post Office Data is corrupted by the HNG-X Application in the Post Office Cloud.

33.1.3 In the event that the Post Office Data is altered, corrupted or lost in the course of performing the Services (in breach of Fujitsu Services' obligations under Clause 33.1.2) Post Office shall have the option, in addition to any other remedies

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that may be available to it either under this Agreement or otherwise, to elect either of the following remedies:

(a) Post Office may require Fujitsu Services at its own expense to restore or procure the restoration of the Post Office Data; or

(b) Post Office may itself restore or procure restoration of the Post Office Data, and shall be repaid by Fujitsu Services any reasonable expenses so incurred.

33.1.4 For the purposes of Clauses 33.1.2 and 33.1.3, the term "Post Office Data" shall include the data of Post Office's clients.

33.1.5 Post Office Data constitutes Confidential Information, and may not be reproduced without the prior written consent of Post Office except as necessary to perform the Services, HNG-X Development or Associated Change Development.

33.1.6 Not Used.

33.1.7 Notwithstanding any other provision in this Agreement to the contrary, Fujitsu Services shall not be responsible for the accuracy, completeness, validity or integrity of any data (including, without limitation, any Personal Data) provided by or on behalf of Post Office for use in the performance and/or operation of the Superstock Solution or any resulting data inaccuracy, incompleteness, invalidity or integrity problems.

33.2 GDPR

33.2.1 (a) Post Office and Fujitsu Services acknowledge that for the purposes of the interpretation) of this Agreement, Post Office is the Data Controller and Fujitsu Services is the Processor of any Post Office Personal Data.

(b) Post Office shall:

(i) obtain delegated authority from each Third Party Data Controller to appoint Fujitsu Services to process Post Office Personal Data of that Third Party Data Controller on the terms dealing with such processing set out in this Clause 33.2;

(ii) obtain delegated authority from each Third Party Data Controller so that Fujitsu Services is entitled to appoint any of Fujitsu Services' sub-contractors listed in Schedule C2 to process Post Office Personal Data of that Third Party Data Controller;

(iii) to the extent reasonably possible, give at least 42 days' prior notice to Fujitsu Services of any New Personal Data, or, in the case of Special Category Personal Data or Personal Data of a child, at least 60 days' prior notice

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prior to the commencement by Fujitsu Services the processing of that Post Office Personal Data

33.2.2 Where Post Office fails to obtain delegated authority to the full extent referred to in Clause 33.2.1, subject to Clause 33.2.3, the Parties agree to co-operate with each other and to execute such other additional agreements between them (and if reasonably deemed necessary by Post Office and the relevant Third Party Data Controller Post Office shall execute any other additional agreements between it and any Third Party Data Controller)as may reasonably be required to enable Fujitsu to process such Post Office Personal Data (in accordance with Data Protection Law and with the applicable provisions of this Agreement).

33.2.3 Where Post Office fails to ensure that Post Office and Fujitsu Services have delegated authority from each Third Party Data Controller to the full extent referred to in Clause 33.2.1, or where the terms of Post Office's contract with a Third Party Data Controller do not permit the Post Office Personal Data of that Third Party Data Controller to be processed on the terms of this Agreement, Fujitsu Services shall not be required to perform any additional obligations or any reduced or modified obligations as a result of such failure or lack of permission without Post Office obtaining the written permission of that Third Party Data Controller to the extent such permission is required by the Data Protection Legislation and Fujitsu Services' agreement in accordance with the Change Control Procedure.

33.2.4 All instructions given by Post Office to Fujitsu Services (on its own behalf as Data Controller, or on behalf of any Third Party Data Controller) in respect of Post Office Personal Data shall at all times be in accordance with the laws of the United Kingdom.

33.2.5 Each Party shall comply with its obligations under the Data Protection Legislation.

33.2.6 Fujitsu Services represents and agrees that it shall only process Post Office Personal Data in accordance with Post Office's instructions as set out in the Agreement and in the Description of Data Processing and as provided in writing by Post Office from time to time (including to delete, amend, transfer or rectify Post Office Personal Data), unless Fujitsu Services is subject to an obligation under Applicable Law (including Data Protection Legislation) of the European Union to do otherwise, in which case it shall (unless prohibited by law on important grounds of public interest) promptly notify Post Office in advance of that legal obligation (to the extent permitted by law). Where such written instruction impacts delivery of the Services or the cost associated with delivery of the Services, then the implementation of such instruction shall be subject to Change Control.

33.2.7 Fujitsu Services shall notify Post Office in writing immediately (meaning as soon as the Fujitsu Services Data Protection Officer becomes aware) if in Fujitsu Services' opinion, any Post Office instruction breaches a requirement of Data Protection Legislation.

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33.2.8 Fujitsu Services represents and agrees that it shall provide such assistance, and within the timescales specified by Post Office, to enable Post Office to comply with its obligations under the Data Protection Legislation, where relevant given the nature of its processing of Post Office Personal Data consisting of the following and any additional obligations as reasonably agreed between the Parties:

(a) reviewing and supporting Post Office in its completion of any Data Protection Impact Assessment;

(b) implementing appropriate technical and organisational measures insofar as this is possible to enable Post Office to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation, consisting of the following and any additional obligations as reasonably agreed between the Parties

(i) without undue delay but in any event within 5 Working Days, notifying Post Office if it receives a request from a Data Subject under Data Protection Legislation except in relation to Post Office Personal Data processed in the following areas: Data collected at the counter via AP-ADC scripts; Post Office Data Gateway external file content (sent and received),APOP Database content (from AP-ADC collection and human APOP administrators)Web Service Frameworks (including Horizon AP-ADC gateway returned from Accenture CDP) and HiH data collected at device, providing Post Office with the relevant Post Office Personal Data and details of its Processing of Post Office Personal Data in response to a request by a Data Subject in the manner described in ARC/SOL/CSP/3572 'Post Office Account HNG-X Information Security Policy – Subject Access Requests; and

(ii) assisting with any enquiries from a Data Protection Regulator.

33.2.9 Post Office will complete and provide to Fujitsu Services a privacy impact assessment prior to requiring Fujitsu Services to process any new or amended Special Category Personal Data or Personal Data of a child under this Agreement. To the extent that any privacy impact assessment makes recommendations for changes to security requirements, the parties will reasonably discuss and agree any changes in accordance with the Change Control Procedure.

33.2.10 Subject to Clause 33.2.11, when Processing Post Office Personal Data in the manner set out in the Description of Data Processing, Fujitsu Services shall take appropriate technical and organisational measures to ensure an appropriate level of security and prevent any unlawful processing or disclosure. These measures shall take into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects. These shall consist of the following and any additional measures as reasonably agreed between the Parties:

(a) encrypting Post Office Personal Data stored on any mobile media or transmitted over public or wireless networks;

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(b) implementing and maintaining a suitable business continuity and disaster recovery plan (including in accordance with any requirements pertaining to the same in the Agreement) to restore the availability and access to Post Office Personal Data in a timely manner in the event of a physical or technical Incident;

(c) ensuring the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;

(d) taking all reasonable steps to ensure the reliability of Fujitsu Personnel with access to Post Office Personal Data, ensuring that all Fujitsu Personnel who are involved in the Processing of Post Office Personal Data are appropriately trained for the role they undertake and are under contractual or statutory obligations of confidentiality concerning Post Office Personal Data;

(e) pseudonymising, and encrypting, Post Office Personal Data on request by Post Office;

(together the Security Measures)

33.2.11 Post Office confirms that the measures specified in 33.2.10(a) to (e), the provisions of Schedule A4, ARC/SEC/ARC/003 and ARC/SEC/ARC/001 as well as any additional measures specified to Fujitsu Services by Post Office from time to time, in accordance with the Change Control Procedure, constitute appropriate technical and organisational measures to ensure an appropriate level of security and prevent any unlawful processing or disclosure in relation to the following:

- Data collected at the counter via AP-ADC scripts
- Post Office Data Gateway external file content (sent and received)
- APOP Database content (from AP-ADC collection and human APOP administrators)
- Web Service Frameworks (including Horizon AP-ADC gateway returned from Accenture CDP)
- Data collected at device or applications other than the counter running the HNG-X Application

33.2.12 Fujitsu Services shall regularly test, at least annually, the Security Measures to assess the effectiveness of the Security Measures in ensuring the security, confidentiality, integrity, availability and resilience of Post Office Personal Data and shall maintain records of such testing.

33.2.13 Post Office, a regulatory authority, and/or their authorised representatives (Auditors) shall be entitled to enter Fujitsu Services' and/or its sub-contractors' premises to inspect and audit Fujitsu Services' Processing of any Post Office Personal Data and take copies of relevant documentation (Data Protection Audit). A Data Protection Audit shall only take place:

(a) during the term of the Agreement and for a period of 6 years from the expiry or termination of the Agreement;

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(b) not more than once in any calendar year;

(c) on not less than 5 Business Days' prior written notice, or in the case of Payment and Banking Service 15 Business Days, unless such Data Protection Audit is required in accordance with Clause 33.2.15 below; and

(d) during ordinary business hours.

33.2.14 Post Office shall be entitled to share relevant parts of its audit report with the relevant Third Party Controller banks, in relation to the banking elements of the Payment and Banking Service only, subject to confidentiality.

33.2.15 Post Office shall not be required to give notice of any Data Protection Audit in accordance with Clause 33.2.13(c) and there shall be no limit to the number of audits that can take place in any calendar year, if:

(a) Subject to 33.2.16, Post Office reasonably believes that Fujitsu Services (or any sub-contractor) is in breach of any of its obligations relating to Post Office Personal Data under the Agreement.

(b) such audit of Post Office Personal Data, to which Post Office is subject, which is conducted or required by the ICO or other body with authority to regulate and/or audit the processing of Personal Data and which does not permit notice to be given or requires a Data Protection Audit on short notice; or

(c) there is a Personal Data Breach directly caused by Fujitsu Services.

33.2.16 Fujitsu Services will provide such co-operation and assistance as may reasonably be required in relation to any Data Protection Audit. Fujitsu will not charge for such assistance if the Data Protection Audit is conducted because:

(a) Fujitsu Services is wholly or partially responsible for a Personal Data Breach; or

(b) Post Office reasonably believes Fujitsu Services may be wholly or partially responsible for a Personal Data Breach, provided Post Office supplies details and where appropriate evidence demonstrating its belief is reasonable.

33.2.17 Fujitsu Services shall provide Post Office with all information reasonably requested by Post Office, to enable Post Office to verify Fujitsu Services' (and each sub-contractor's) compliance with this Clause 33.2.

33.2.18 Fujitsu Services shall not transfer or Process any Post Office Personal Data (nor allow any Post Office Personal Data to be accessed from) outside of the European Economic Area including the United Kingdom without first:

(a) obtaining the prior written consent of Post Office;

(b) ensuring that any relevant employee, agent, sub-contractor, third party or consultant is subject to a written contract with Fujitsu Services requiring them to comply with Fujitsu Services' obligations herein

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regarding the security and confidentiality of the Personal Data and to comply with Fujitsu Services' instructions in processing it; and

(c) taking such steps as Post Office may request to ensure that any such transfer of Processing of Post Office Personal Data complies with the requirements of the Data Protection Legislation.

33.2.19 Subject to Clause 33.2.20, Fujitsu Services shall not sub-contract the Processing of any Post Office Personal Data or allow any third party to Process any Post Office Personal Data without first:

(a) complying with its obligations in Clauses 58.1 and 58.2; and

(b) complying with the requirements of Clause 33.2.22(b) ; and

(c) taking such other steps as Post Office may reasonably request to ensure that any such sub-contracting of the Processing of Post Office Personal Data complies with the requirements of the Data Protection Legislation.

33.2.20 Fujitsu Services shall be entitled to use any of its Subcontractor Ingenico's Affiliate to process Post Office Personal Data within the EU to deliver the Payment and Banking Service without the prior consent of Post Office. Fujitsu Services will however notify Post Office of the use of an Ingenico Affiliate within the EU processing Post Office Personal Data.

33.2.21 Post Office consents to the transfer of Post Office Personal Data to the processors identified under this Agreement to the extent necessary for the processing activities detailed in the Description of Data Processing.

33.2.22 Where Post Office has consented to the Processing of Post Office Personal Data by a sub-contractor in accordance with Clauses 58.1 and 58.2, Fujitsu Services will ensure that:

(a) the sub-contract between Fujitsu Services and the sub-contractor includes all relevant obligations under this Clause 33.2 relating to the Processing and security of Post Office Personal Data and, without prejudice to the generality of the foregoing, contains provisions which give effect to the terms set out in this Clause 33.2 such that they apply to the sub-contractor;

(b) the sub-contract must comply with the requirements contained in the Data Protection Legislation;

(c) the sub-contractor will cease processing of Post Office Personal Data upon the expiration or earlier termination of the Agreement for any reason; and

(d) the sub-contract between Fujitsu Services and the sub-contractor allows for Fujitsu Services to provide Post Office with such information regarding the sub-contractor's Processing of Post Office Personal Data as Post Office may reasonably require.

33.2.23 Fujitsu Services shall maintain accurate written records of the Processing it undertakes in connection with the Agreement which shall contain:

(a) the categories of Processing of Post Office Personal Data;

(b) details of any file transfers of Post Office Personal Data

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(c) details of any transfers of Post Office Personal Data outside of the United Kingdom or European Economic Area, and the safeguards in place for that transfer where any such transfer has been authorised by Post Office in accordance with Clause 33.2.18(a); and

(d) a general description of the Security Measures.

Fujitsu Services shall provide the records set out above to Post Office or a Data Protection Regulator on request.

33.2.24 Fujitsu Services shall:

(a) notify Post Office promptly and in any event within 48 hours of receipt by a Key Personnel should it:-

(i) receive notice of any complaint made to a Data Protection Regulator which has jurisdiction over the processing of Post Office Personal Data under this Agreement or any finding by such Data Protection Regulator in relation to its Processing of Post Office Personal Data; and/or

(ii) become aware of any circumstance which may cause Fujitsu Services to breach the obligations set out in this Clause 33.2 or which may cause either party to breach Data Protection Legislation.

33.2.25 Fujitsu Services shall notify Post Office promptly (and in any event no later than within 48 hours of discovery) if it becomes aware of a Personal Data Breach of Post Office Personal Data. This notification shall include:

(a) the nature of the Personal Data Breach, including, where possible, the categories and approximate number of Data Subjects and records concerned;

(b) the contact at Fujitsu Services who will liaise with Post Office concerning the Personal Data Breach;

(c) the remediation measures being taken to address the Personal Data Breach, including, where appropriate, measures to mitigate and contain the effects of the Personal Data Breach.

22.2 26 If Fujitsu Services is unable to provide all of the information required under Clause 33.2.25 in accordance with the time limits set out in that Clause, and without prejudice to any right or remedy that Post Office may have, Fujitsu Services shall provide as much information as it is able to within those time limits and shall provide all further information as soon as reasonably practicable thereafter.

33.2.27 In the event of a Personal Data Breach of Post Office Personal Data, Post Office shall at its sole discretion determine whether to provide notification to the Data Subject, any third party or a Data Protection Regulator and Fujitsu Services shall not notify the Data Subject, any third party or a Data Protection Regulator unless such disclosure by Fujitsu Services is required by law or is expressly approved in writing by Post Office.

33.2.28 In the event of a Personal Data Breach of Post Office Personal Data, which is directly attributable to the actions, errors or omission of Fujitsu Services in its performance of its obligations under this Agreement and not caused by the acts, errors or omissions of Post Office or a third party, Fujitsu Services will ensure that it fully co-operates with Post Office in effecting any mitigating actions, or implementing any reasonable solution or remedy advised to Fujitsu Services by Post Office and will promptly restore any Post Office Personal Data at its own expense.

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33.2.29 Subject to clause 33.2.16, in the event of a Personal Data Breach of Post Office Personal Data, which is not directly attributable to the actions, errors or omissions of Fujitsu Services in its performance of its obligations under this Agreement, Fujitsu Services will ensure that it fully co-operates with Post Office in effecting any mitigating actions, or implementing any reasonable solution or remedy advised to Fujitsu Services by Post Office. Fujitsu Services may charge Post Office on a time and materials basis, for time spent in providing assistance under this clause 33.2.29 at Fujitsu Services' standard applicable rates.

33.2.30 On termination or expiry of the Agreement for whatever reason, or on Post Office's written request at any time, Fujitsu Services shall immediately cease to Process any and all Post Office Personal Data and shall, at Post Office's discretion, and in accordance with Post Office's instructions, either:

(a) return all Personal Data to Post Office, together with all copies of the Personal Data in its possession or control; or

(b) provide the Personal Data to a third party as instructed by Post Office, together with any copies of the Personal Data in its possession or control; or

(c) carry out a certified and secure destruction of the Personal Data, together with any copies of the Personal Data in its possession or control.

33.2.31 Fujitsu Services will not be required to provide the Services which use or relate to Post Office Personal Data which has been deleted in accordance with a request from or authorised by Post Office or which Post Office has prohibited Fujitsu Services from continuing to process, unless a further copy or version of such Post Office Personal Data has been collected and provided to be processed for a legitimate purpose under the Data Protection Legislation, together with the consent required from the relevant Third Party Data Controller to allow such processing by Fujitsu Services.

33.2.32 In the event of termination or expiry of this Agreement, Fujitsu Services shall not retain any copy of any part of the Personal Data, in any form or media, and shall provide to Post Office all information necessary to demonstrate compliance with the requirements of this Clause 33.2.

33.2.33 If Fujitsu Services:

(a) receives notice pursuant to Clause 33.2.1(c); or

(b) otherwise becomes aware of any new categories of Personal Data that Post Office intends will be Processed by Fujitsu Services in connection with new types of Transaction using the AP-ADC Facility, or the APOP Business Capability or PODG or from any other source ("New Personal Data");

and Fujitsu Services reasonably believes that, in order to comply with its obligations set out in this Clause 33.2 regarding the Processing of such data, it will incur additional costs or expenses that it would not incur if that data was not Post Office Personal Data, then:

(c) Fujitsu Services shall notify Post Office of the reasons for such additional costs and expenses; and

(d) the Parties shall agree any consequential changes to the provisions of this Clause 33.2 and/or reasonable additional Charges (as the case may be) under the Change Control Procedure (in the case of changes to those provisions or to Charges for recurring services) or by approval of a Work Order (in the case of Charges for work defined in a Work

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Package description), before the Processing of any such New Personal Data can commence.

33.3 Databases

For the avoidance of doubt, Post Office shall have the right to use the Services, the Infrastructure to capture, develop and use databases containing information in relation to its customers. Any assistance provided by Fujitsu Services pursuant to this Clause over and above the performance of its other obligations hereunder shall be treated as Development Services and shall be subject to agreement of a Work Order under Schedules D2 and B1.1.

34. **Intellectual Property Rights Indemnities**

Fujitsu Services Indemnity

34.1 Subject always to (i) Post Office's proper observance of its obligations as an Indemnified Party under this Clause 34 and (ii) Clauses 34.14 to 34.17 (inclusive) Fujitsu Services shall indemnify Post Office against all claims, demands or actions by a third party (other than any member of the Royal Mail Group) and all costs, expenses (including but not limited to legal costs and disbursements reasonably incurred on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in the United Kingdom of any Intellectual Property Right by the proper use or possession in accordance with this Agreement (i) by or on behalf of Post Office or a member of the Royal Mail Group, or (ii) in connection with the Services, of:

34.1A For the avoidance of doubt, Clause 34.1 shall not apply either:

34.1A1 to the Microsoft Azure Services to the extent such services are provided by Microsoft to Post Office under the Customer Agreement;or

34.1.A.2 to the extent any such infringement or alleged infringement arises as a result of such Intellectual Property Rights being combined with or used on the Post Office Cloud

34.1.1 the Infrastructure, the HNG-X Applications, and the Business Capabilities and Support Facilities;

34.1.2 the documents, software, materials, items or other things whatsoever in which Post Office Foreground IPRs or Licensed IPRs subsist;

34.1.3 the Listed Documentation and Horizon Design Documentation; and

34.1.4 the documents, software, materials, items or other things whatsoever supplied by or on behalf of Fujitsu Services for use by Post Office in receiving the Services (including the Banking IPR, Ingenico Central Platform, the Payment and Banking Solution and the Ingenico Software),

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provided that Fujitsu Services shall not be obliged to indemnify Post Office against any claim, demand, action, cost, expense, loss or damage to the extent that the indemnity in Clause 34.3 applies to that claim, demand, action, cost, expense, loss or damage.

Indemnities relating to confidential information

34.2 The indemnities set out at Clauses 34.1, 34.3.1 and 34.3.2 shall, subject to all limitations and conditions set out therein, extend to any unauthorised use of the confidential information of a third party (other than confidential information of any member of either the Royal Mail Group or the Fujitsu Services Group and excluding any Confidential Information of either Party) ("Third Party Confidential Information") and:

34.2.1 references in Clauses 34.1, 34.3.2 and 34.9 to 34.15 (inclusive) to "infringement" and "Intellectual Property Rights" shall be read as if they were references to "unauthorised use" and "Third Party Confidential Information" respectively; and

34.2.2 references in Clause 34.3.1 to "infringement" and "copyright, moral rights, database rights, design rights or trade marks" shall be read as if they were references to "unauthorised use" and "Third Party Confidential Information" respectively,

such indemnities to apply only to the extent that the unauthorised use of the Third Party Confidential Information occurred after the Project HNG-X Commencement Date.

Post Office Indemnity

34.3 Subject always to (i) Fujitsu Services' proper observance of its obligations as an Indemnified Party under this Clause 34 and (ii) Clauses 34.14 to 34.17 (inclusive) and without prejudice to any indemnities given by Post Office in favour of Fujitsu Services as set out in any CCD (but provided that to the extent that Fujitsu Services is entitled to bring a claim under any such indemnity, Fujitsu Services shall not be entitled to bring a claim under this Clause 34.3 in respect of the same event), Post Office shall indemnify Fujitsu Services against all claims, demands or actions by a third party (other than any member of the Fujitsu Services Group) and all costs, expenses (including but not limited to legal costs and disbursements reasonably incurred on a solicitor and client basis), losses and damages arising from or incurred by reason of:

34.3.1 any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in the United Kingdom of copyright, moral rights, database rights, design rights or trade marks resulting from:

(a) the use or possession in accordance with this Agreement by or on behalf of Fujitsu Services or a member of the Fujitsu Services Group of a HNG-X Requirement for the HNG-X User Interface or Postal Services Business Capability specified by Post Office as part of the Requirements Baseline (as this may be amended from time to time in accordance with the provisions of Schedule B6.1) (together, "UI Development Requirements"); or

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(b) the development by or on behalf of Fujitsu Services, or the possession or use by or on behalf of Fujitsu Services, in each case in accordance with this Agreement, of the HNG-X User Interface or Postal Services Business Capability, but only to the extent that the infringement or alleged infringement relates to a part of the HNG-X User Interface or Postal Services Business Capability that could not reasonably have been developed in accordance with the UI Development Requirements without giving rise to that infringement or alleged infringement; or

34.3.2 any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in the United Kingdom of any Intellectual Property Right resulting from the use or possession in accordance with this Agreement by or on behalf of Fujitsu Services or a member of the Fujitsu Services Group of:

(a) Post Office Developed Documentation (but only to the extent that the infringement is due to the material referred to in the second limb of the definition of that term) or Post Office Cloud;

(b) any documents, software, materials or items that Post Office has procured or licensed from third parties which the Parties have agreed in writing will be supplied by or on behalf of Post Office to Fujitsu Services for the purpose of providing the Services, HNG-X Development and/or Associated Change Development (including, without limitation, use as part of the HNG-X User Interface or Postal Services Business Capability) or any other more limited purpose agreed in writing by the Parties provided that (a) such use or possession by Fujitsu Services is for the purpose of providing the Services, HNG-X Development and/or Associated Change Development (or such other more limited purpose as may be agreed in writing by the Parties); and (b) the Post Office's only liability under this Clause 34.3.2(b) shall be to pass on to Fujitsu Services the benefit of any indemnity (the terms of which Post Office shall, unless unable to do so due to obligations of confidentiality owed to the relevant third party owner or licensor, notify to Fujitsu Services upon Fujitsu Services' request) in respect of the infringement or alleged infringement it receives from the relevant third party owner or licensor; and

(c) to the extent that Post Office has not procured or licensed it or them from any third parties, any software and related documentation, graphic designs, trade marks or Reference Data (and such other individual material as the Parties may agree in writing should be covered by this indemnity) supplied by or on behalf of the Post Office to Fujitsu Services for the purpose of providing the Services, HNG-X Development and/or Associated Change Development (including, without limitation, use as part of the HNG-X User Interface or Postal Services Business Capability) or any other more limited purpose agreed in writing by the Parties provided that such use or possession by Fujitsu Services is for the purpose of providing the Services, HNG-X Development and/or Associated Change Development (or such other more limited purpose as may be agreed in writing by the Parties),

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excluding in each case the UI Development Requirements; or

34.3.3 any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in the United Kingdom of any Intellectual Property Rights resulting from the development by or on behalf of Fujitsu Services, or the possession or use by or on behalf of Fujitsu Services, in each case in accordance with this Agreement, of the HNG-X Service Infrastructure or the Business Capabilities and Support Facilities, but only to the extent that the infringement or alleged infringement results from any instruction given by Post Office to Fujitsu Services in accordance with the provisions of Clause 34.5.2 (b)(a) and Fujitsu Services had first notified Post Office of the risk of that infringement in accordance with the provisions of Clause 34.5.

34.4 Fujitsu Services shall use its reasonable endeavours to, and observe good industry practice in its efforts (including its monitoring and searching practices) to, be aware of any third party Intellectual Property Rights covering the areas of technology and business methods and processes to be developed by or on behalf of Fujitsu Services as part of the HNG-X Infrastructure and the Business Capabilities and Support Facilities (including, without limitation, the HNG-X User Interface or Postal Services Business Capability).

34.5 Without prejudice to Fujitsu Services' right to an indemnity under Clause 34.3.1 and/or 34.3.2, in the event that Fujitsu Services considers, at any time prior to Trigger Point T5 (Data Centre ready for HNG-X) (or within 30 days of the start of HNG-X Project Workstream X4 (HNG-X Application Roll Out) for any HNG-X Requirement provided to Fujitsu Services after Trigger Point T5 (Data Centre ready for HNG-X)), that a HNG-X Requirement that forms part of (or is intended to form part of) the Requirements Baseline (a "Queried Requirement") would, if implemented, result in a reasonable risk of infringement or alleged infringement of Intellectual Property Rights owned by a third party, then:

34.5.1 it shall promptly on discovery notify Post Office in writing of its concern, such notice to be accompanied by:

(a) a proposal for an alternative requirement that, if implemented, would fulfil the relevant Development Obligation; and

(b) such relevant materials and information that it is reasonable for Fujitsu Services to provide in order for Post Office to understand and assess such risk and the alternative requirement proposed by Fujitsu Services under paragraph 34.5.1(a);

34.5.2 within 14 days of its receipt of such notice (or such other time as the Parties may agree), Post Office shall respond in writing to Fujitsu Services stating whether or not it:

(a) agrees with Fujitsu Services' concerns; and/or

(b) either (a) instructs Fujitsu Services to continue with the development cycle in respect of that Queried Requirement in any event, in which case Post

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Office shall indemnify Fujitsu Services under Clause 34.3.3, or (b) instructs Fujitsu Services to implement the alternative requirement proposed under Clause 34.5.1(a) in which case such alternative requirement shall form part of the Requirements Baseline;

34.5.3 in the event that Post Office instructs Fujitsu Services to implement the alternative requirement in accordance with Clause 34.5.2(b)(b), Fujitsu Services shall not be able to invoke the process set out in this Clause 34.5 in respect of that alternative requirement at any time after Post Office so instructs Fujitsu Services;

34.5.4 at all times during the process set out in this Clause 34.5, Fujitsu Services shall provide Post Office with such assistance as Post Office may reasonably require in order to understand and assess the risk notified to it and the alternative requirement proposed by Fujitsu Services, provided that the Parties hereby acknowledge that each Party shall be responsible for forming its own assessment of such risk and alternative requirement;

34.5.5 either Party may request, at any time prior to an instruction being given under Clause 34.5.2(b), that the Parties meet to discuss a risk notified, or an alternative requirement proposed, to Post Office by Fujitsu Services in accordance with this Clause and to agree in good faith a course of action which is mutually beneficial to the Parties. If the Parties are unable to agree on the relevant risk and either Post Office does not give Fujitsu Services an instruction under Clause 34.5.2(b) and/or the Parties are unable to agree the suitability of the alternative requirement proposed, then the matter shall be escalated in accordance with the DRP set out in Annex 2 of Schedule A2 (Governance), up to and including the stage set out at paragraph 3 of such Annex (Executive Review), provided that references in that Annex to "five Working Days" shall be read as "two Working Days" for the purposes of this Clause;

34.5.6 if, following the earlier of (i) the escalation of the matter and completion of the process set out in Clause 34.5.5; or (ii) the date falling ten Working Days after the date upon which the matter was first escalated in accordance with Clause 34.5.5, the Parties are not able to agree on the risk or the suitability of the alternative requirement proposed and Post Office fails to instruct Fujitsu Services to continue with the development cycle in respect of that Queried Requirement, then Fujitsu Services shall:

(a) be entitled to reject that Queried Requirement (such rejected Queried Requirement being a "Rejected Requirement"), provided that in the event that Fujitsu Services disagrees with any advice and guidance of a Facilitator obtained as part of the escalation process, it shall provide Post Office with a reasonably detailed statement of its reasons for doing so; and

(b) achieve the relevant Development Obligation for such Rejected Requirement; and

34.5.7 in the event that Fujitsu Services rejects a Queried Requirement pursuant to this Clause 34.5 and Fujitsu Services would, if it had complied with Clause 34.4, have

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known about the risk relating to that Rejected Requirement earlier than the date on which it actually became aware of that risk and notified the Post Office pursuant to Clause 34.5.1, then Fujitsu Services shall refund to Post Office any Charges paid or payable by Post Office in respect of development work undertaken by or on behalf of Fujitsu Services in relation to that Rejected Requirement in that intervening period (but excluding any Charges in respect of development work which Fujitsu Services is able to demonstrate to the reasonable satisfaction of Post Office is of continued use and benefit to Post Office).

34.6 The indemnities set out at Clause 34.3.1 shall not apply to any UI Development Requirement to the extent that (a) Fujitsu Services or a member of the Fujitsu Services Group was engaged by Post Office for the purposes of the development of that UI Development Requirement and contributed to that UI Development Requirement and (b) such contribution resulted in the infringement or alleged infringement referred to in Clause 34.3.1.

34.7 In the event that, pursuant to Clause 34.5, Fujitsu Services rejects a Queried Requirement in respect of which (a) Fujitsu Services or a member of the Fujitsu Services Group was engaged by Post Office for the purposes of the development of such Queried Requirement and (b) contributed towards such Queried Requirement, then (without prejudice to any other rights or remedies available to Post Office) Fujitsu Services shall refund to Post Office the Charges paid or payable by Post Office in respect of that contribution.

Common Indemnity Provisions

34.8 Each Party shall promptly notify the other if any claim or demand is made or action brought against it to which this Clause 34 applies.

34.9 The Party giving an indemnity under this Clause 34 (the "Indemnifying Party") shall, at its own expense, conduct any litigation arising therefrom and all negotiations in connection therewith and the Party receiving the indemnity (the "Indemnified Party") hereby agrees to grant to the Indemnifying Party exclusive control of any such litigation and such negotiations in relation to the indemnified infringement or alleged infringement. The Indemnifying Party shall consult with and pay due regard to the interests (including, where the Post Office is the Indemnified Party, the commercial interests of the Royal Mail Group and the public interest and where Fujitsu Services is the Indemnified Party the commercial interests of the Fujitsu Services Group) and views of the Indemnified Party in the conduct of any defence to any claim or demand hereunder, and shall, where it is reasonable to do so taking into account also the interests of the Indemnifying Party, comply with such interests and views.

34.10 The Indemnified Party shall, at the request of the Indemnifying Party, afford to the Indemnifying Party all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Indemnified Party to which the indemnity may apply or any claim or demand made or action brought against the Indemnifying Party to which the indemnity may apply. The Indemnifying Party shall reimburse the Indemnified

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Party for all reasonable costs and expenses (including but not limited to legal costs and disbursements on a solicitor and client basis) incurred in so doing.

34.11 The Indemnified Party shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement brought against the Indemnified Party to which the indemnity may apply or any claim or demand made or action brought against the Indemnifying Party to which the indemnity may apply.

34.12 If a claim or demand is made or action brought to which the indemnity may apply or in the reasonable opinion of the Indemnifying Party is likely to be made or brought, the Indemnifying Party may at its own expense either:

34.12.1 modify any or all of the affected documents, software, materials, items or other things whatsoever without reducing the performance and functionality of the same, or substitute alternative items, products or services of equivalent performance and functionality for any or all of the documents, software, materials, items or other things whatsoever, so as to avoid the infringement or the alleged infringement but without disrupting the performance of the Services, provided that the terms herein shall apply *mutatis mutandis* to such modified or substituted items or services and such modified or substituted items shall be acceptable to the Indemnified Party (whether by passing any form of acceptance testing or otherwise), such acceptance not to be unreasonably withheld or delayed, and shall reimburse the Indemnified Party all reasonable costs directly incurred by it; or

34.12.2 procure a licence to use the affected documents, software, materials, items or other things whatsoever on terms which afford to the Indemnified Party no more extensive rights than those originally applicable hereunder and which are acceptable to the Indemnified Party and shall reimburse the Indemnified Party all reasonable costs directly incurred by it.

34.13 Notwithstanding anything to the contrary in this Clause 34:

34.13.1 to the extent that any actual or alleged infringement, to which this Clause 34 applies, relates to the development by Fujitsu Services under this Agreement of the HNG-X Service Infrastructure or the Business Capabilities and Support Facilities and does not result from (i) a breach by Fujitsu Services of the Clean Room Rules or paragraph 4.2 of Annex 2 to Schedule B6.2 (ii) a failure by Fujitsu Services to comply with Clause 15.1.5, or (iii) a breach by Fujitsu Services of Clause 34.4; and

34.13.2 provided that the HNG-X Development Completion has not occurred at the time of the claim, demand or action in respect of such infringement,

the costs of undertaking any modification or substitution or procuring a licence that may be made or obtained pursuant to Clause 34.12 shall be treated as a normal cost of development and Post Office shall pay Fujitsu Services:

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(a) for such modification work on a time cost basis, subject to and in accordance with the provisions of Schedule D8; and

(b) in respect of any such substitution or licence, an amount equivalent to Fujitsu Services' cost of the product used as a substitute and/or of the necessary licence, multiplied by 95 and divided by 100.

34.14 The indemnities set out in this Clause 34 (other than where Clause 34.3.1(b) applies) shall not apply insofar as any such claim or demand or action is in respect of:

34.14.1 any use by or on behalf of the Indemnified Party of the affected documents, software, materials, items or other things whatsoever in combination with any item not supplied or approved (such approval not to be unreasonably withheld or delayed) by the Indemnifying Party where such combined use directly gives rise to the claim, demand or action; or

34.14.2 any modification carried out by or on behalf of the Indemnified Party to any item supplied by the Indemnifying Party under this Agreement if such modification is not authorised by the Indemnifying Party in writing; or

34.14.3 any use by the Indemnified Party of the affected documents, software, materials, items or other things whatsoever in a manner not reasonably to be inferred from their specification (if any) or the requirements of the Indemnified Party (including, without limitation, where Post Office is the Indemnified Party, the Requirements Baseline).

34.15 If the Indemnifying Party has availed itself of its rights to modify the affected documents, software, materials, items or other things whatsoever or to supply substitute products or services pursuant to Clause 34.12.1 or to procure a licence under Clause 34.12.2 and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, or if the Indemnified Party has unreasonably withheld its acceptance of any items modified or substituted by the Indemnifying Party in accordance with Clause 34.12, then the Indemnifying Party shall have no further liability thereafter under this Clause 34 in respect of the said claim, demand or action.

34.16 If a modification or substitution in accordance with Clause 34.12.1 is not possible so as to avoid the infringement and the Indemnifying Party has been unable to procure a licence in accordance with Clause 34.12.2, then Clause 34.1 or Clause 34.3 (as the case may be) shall apply.

34.17 This Clause states the entire liability of:

34.17.1 Fujitsu Services with regard to the infringement of any Intellectual Property Right by the use or possession of the things listed in Clause 34.1 by or on behalf of Post Office or in connection with the Services;

34.17.2 Post Office with regard to the infringement of any Intellectual Property Right by the use or possession of the things listed in Clause 34.3 by or on behalf of Fujitsu Services; and

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34.17.3 each Party with regard to the unauthorised use of any Third Party Confidential Information by or on behalf of the other Party after the Project HNG-X Commencement Date.

35. Use Of Services and Infrastructure

35.1 Fujitsu Services shall not restrict Post Office from using the Services and the Infrastructure for its existing and future clients, Agents, customers, products and services.

35.2 Except as contemplated by this Agreement and subject to Clause 35.3, the Infrastructure (other than any public service telecommunications networks) may not be used other than by Post Office without the prior written consent of Post Office.

35.3 Post Office acknowledges and agrees that the HNG-X Services will be performed by Fujitsu Services using certain facilities and/or elements of the Infrastructure, as described in the Solution Architecture and/or the Solution Baseline and listed from time to time in the Asset Register, that will be shared with customers of Fujitsu Services other than the Post Office.

PART F: LIABILITY

36. **Damage to Physical Property**

36.1 Except where any of paragraphs 5.2, 6.3.2 and 6.3.3 of Schedule B1.3 apply, each Party will be responsible for loss or damage caused by its own negligence or wilful acts or omissions to the physical property of the other.

36.2 Hardware

36.2.1 Risk in the Infrastructure shall vest in Fujitsu Services, save to extent that any elements of the Infrastructure are transferred to Post Office or the Next Supplier pursuant to Clause 48.1 in which case risk in such elements shall pass to Post Office or the Next Supplier when title passes; and

36.2.2 Other than in relation to infrastructure used to deliver the Post Office Cloud, where damage occurs to hardware used by Fujitsu Services to provide the Services, Fujitsu Services shall repair or replace the affected items with all possible speed and (subject to any rights arising under Clause 36.1) at its own cost, save to the extent that any hardware is transferred to Post Office pursuant to Clause 48.1 in which case risk and the responsibility to repair and replace in such elements shall pass to Post Office when title passes as provided for in Clause 26.2.

36.3 **Clause removed by CCN1616b**

36.3.1

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36.4 Branch Hardware

Fujitsu Services shall have no risk in respect of Branch Hardware save that Fujitsu Services will exercise reasonable controls over any Branch Hardware that is being utilised or stored by Fujitsu Services in provision of the Services.

36.5 Clause removed by CCN1610

36.5.1 Not Used

36.5.2 Not Used

36.5.3 Not Used

36.5.4 Not Used

36.5.5 Not Used

37. **Damage to Plant, Tackle and Tools**

37.1 All plant, tackle and tools at the Post Office Premises provided by or on behalf of Fujitsu Services shall be at the risk of and in the sole charge of Fujitsu Services.

37.2 Fujitsu Services shall be required to remove all such plant, tackle and tools which it brings to the Post Office Premises.

37.3 Fujitsu Services shall ensure that all such plant, tackle and tools shall meet minimum safety standards required by law.

38. **Access to Post Office Premises**

38.1 Any land or Post Office Premises (including temporary buildings) made available to Fujitsu Services by Post Office in connection with this Agreement shall be made available to Fujitsu Services on such terms and conditions as may be agreed between Fujitsu Services and Post Office. Fujitsu Services shall have the use of such land or Post Office Premises as licensee and shall vacate the same upon the termination or expiry of this Agreement or at such earlier date as Post Office may reasonably determine.

38.2 Post Office shall be responsible for maintaining the security of such land or Post Office Premises in accordance with its standard security requirements. Fujitsu Services shall comply with all reasonable security requirements of Post Office while on the Post Office Premises, and shall procure that all of its employees, agents and subcontractors shall likewise comply with such requirements. Post Office shall provide to Fujitsu Services upon request copies of its written security procedures and shall afford to Fujitsu Services upon request an opportunity to inspect its physical security arrangements.

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39. **Post Office Responsibilities**

39.1 Subject to paragraph 2.3 of Schedule A5, Post Office undertakes (at its own cost and expense save where otherwise provided in or pursuant to this Agreement) to perform the Post Office Responsibilities. Post Office shall use all reasonable endeavours to perform such Post Office Responsibilities in a timely fashion or, where specified, in accordance with the HNG-X Programme Plan or any other agreed timetable specified in this Agreement.

39.2 Without limitation to Clause 39.1, Post Office shall use all reasonable endeavours to ensure that its Agents, and any of the Post Office Cloud Sevice Providers co-operate with Fujitsu Services to the extent reasonably necessary to permit Fujitsu Services to perform the Services. In the event that any Agent or Post Office Cloud Service Provider fails to provide such co-operation, and Post Office is unable to secure such co-operation:

(a) from an Agent within six months after receiving written notice thereof from Fujitsu Services; or

(b) from any Post Office Cloud Service Provider within fifeen (15) Working Days after receiving written notice from Fujitsu Services thereof,

then Fujitsu Services shall be relieved of liability for any failure or delay to perform the Services which is directly caused by the Agent's or Post Office Cloud Service Provider's failure to provide such co-operation and shall be entitled to any reasonable additional costs and expenses which Fujitsu Services can show were directly incurred by it as a result of the Agent's or Post Office Cloud Service Provider's failure to provide such co-operation.

39.3 Without prejudice to the provisions of paragraph 13 of Schedule B6.2 or Schedule A5, Fujitsu Services shall not be liable to Post Office for any failure to perform or delay in performing its obligations under this Agreement where Fujitsu Services proves that such failure or delay has been directly caused by the failure of Post Office to perform any of the Post Office Responsibilities.

This Clause 39.3 shall not apply in the circumstances to which Clause 43.6 applies, which shall be governed by the specific rule stated in Clause 43.6.

39.4 In addition to the provisions of 39.3, in the event that the Post Office fails to perform or delays performing its obligations regarding the processing of reference data for the introduction of new, or updates to existing, APOP applications as described in the CCD entitled "Fujitsu Services / Postt Office Ltd Interface Agreement for Operational Business Change – Reference Data " (CS/PRD/058) then in so far as such non-performance results in costs being incurred by Fujitsu Services in rectification activities then such costs shall be reimbursable by the Post Office to Fujitsu Services.

39.5 Post Office Obligations inserted by CCN 1400 shall be applicable to provisions relating to the Towers Model only including but not limited to Clauses 39A, 39B and 39C and Schedule F. Provisions relating to Post Office Responsibilities shall continue to apply in

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the same manner as they applied prior to CCN 1400 and shall be unaffected by Post Office Obligations.

39.6 39.6 Post Office acknowledges and agrees that in the event of a failure or a delay in the performance of its Responsibilities, or any obligations of third parties under Post Office's control, in each case which Fujitsu Services can demonstrate has directly affected wholly or partially the performance of the Payment and Banking Service by Fujitsu Services then Fujitsu Services shall not be responsible for non-compliance with its obligations directly affected by such failure or delay. Fujitsu Services shall use reasonable efforts to mitigate the consequences of the relevant Post Office failure or delay in the performance of its obligations, and to continue to provide the Payment and Banking Services in accordance with the relevant Service Level Targets

39A Effect on Service Levels of Post Office Cause or Tower Contractor Cause

39A.1 This Clause 39A is without prejudice to the obligations of Fujitsu Services to provide the Services in accordance with the Agreement.

39A.2 If Fujitsu Services has failed to provide the Services in accordance with the Service Levels as a direct result of a Post Office Cause, or a Tower Contractor Cause, Fujitsu Services shall continue to provide the Services to the extent it is able in accordance with the Service Levels but may apply for relief as set out in Clause 39A.3.

39A.3 To the extent that Fujitsu Services reasonably believes that Fujitsu Services would have provided the Services in accordance with the Service Levels but has failed to do so as a direct result of a Post Office Cause, or a Tower Contractor Cause, Fujitsu Services may make a written submission to Post Office within 3 months of the commencement of the Post Office Cause or the Tower Contractor Cause. Fujitsu Services shall not be entitled to any relief, to the extent that Fujitsu Services cannot demonstrate to Post Office's reasonable satisfaction that:

39A.3.1 Fujitsu Services' failure to provide the Services in accordance with the Service Levels is a direct result of a Post Office Cause, or a Tower Contractor Cause (identifying the specific Post Office Obligation or Tower Contractor Responsibility that has not been met);

39A.3.2 Fujitsu Services made all reasonable efforts to mitigate the consequences of the relevant Post Office Cause or Tower Contractor Cause, and to continue to provide the Services in accordance with the Service Levels; and

39A.3.3 Fujitsu Services' failure to provide the Services in accordance with the Service Levels arose from a cause beyond Fujitsu Services' reasonable control.

39A.4 Post Office will consider any submission under Clause 39A.3 and advise Fujitsu Services of its proposal in respect of a submission promptly and in any event within 15 Working Days of receipt. If Fujitsu Services does not accept Post Office's submission, the Parties shall meet within 5 Working Days of Fujitsu Services' receipt of Post Office's proposal and shall use reasonable endeavours to agree the rights and reliefs applicable to Fujitsu

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Services in line with Clause 39A.5. Either Party may invite other interested Tower Contractors to the meeting and in that event shall inform the other Party.

39A.5 Where the Parties agree that Fujitsu Services would have provided the Services in accordance with the Service Levels but has failed to do so as a direct result of a Post Office Cause or a Tower Contractor Cause and has demonstrated compliance with Clauses 39A.3.1 to 39A.3.3 inclusive then:

39A.5.1 the period in which the relevant Service was affected by the Post Office Cause or Tower Contractor Cause will not be included in measuring the performance of any affected Service;

39A.5.2 Fujitsu Services will not be treated as being in breach of this Agreement to the extent that non-performance or breach is due to the Post Office Cause or Tower Contractor Cause; and

39A.5.3 Fujitsu Services will be entitled to the Charges for the relevant Services affected by Post Office Cause or Tower Contractor Cause as if it had not occurred provided that Fujitsu Services mitigates those Charges to the extent that it is able and passes on any reduction in the Charges to Post Office.

39A.6 In order to claim the rights and reliefs in Clause 39A.5, Fujitsu Services' submission pursuant to Clause 39A.3 will be provided within 15 Working Days after it has notified Post Office of a claim that Clause 39A.2 applies and that Fujitsu Services is applying for the rights and relief set out in Clause 39A.5.

39A.7 In the event of a dispute, either Party may refer the matter for resolution in accordance with schedule A2 and, failing resolution through governance within 15 Working Days, such Party may refer the dispute for resolution in accordance with the Dispute Resolution Procedure. Pending the resolution of the Dispute both Parties will continue to resolve the causes of, and mitigate the effects of such failure.

39A.8

39B. Costs incurred due to Post Office Cause or Tower Contractor Cause

39B.1 In this Clause 39B, claims for reimbursement of additional costs and expenses may be claimed insofar as the Parties have not agreed to recompense Fujitsu Services elsewhere in this Agreement. Where the Parties have agreed to recompense Fujitsu Services elsewhere in this Agreement, Fujitsu Services may not make any claim under this Clause 39B.

39B.2 If Fujitsu Services reasonably believes that it has incurred additional costs and expenses as a direct result of steps taken by Fujitsu Services in carrying out any additional work or services to remedy or mitigate an issue caused by a Post Office Cause or Tower Contractor Cause, then Fujitsu Services shall claim for reimbursement of those additional costs and in accordance with the claim process set out in Clause 39B.3.

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39B.3 To the extent that Fujitsu Services reasonably believes that Clause 39B.2 applies, Fujitsu Services may make a written submission to Post Office within 3 months of the commencement of the Post Office Cause or Tower Contractor Cause seeking reimbursement of additional costs and expenses necessarily and reasonably incurred as a direct result of steps taken by Fujitsu Services in carrying out any additional work or services to remedy or mitigate an issue caused by a Post Office Cause or Tower Contractor Cause. Fujitsu Services shall not be entitled to any additional costs and expenses, unless Fujitsu Services can demonstrate to Post Office's reasonable satisfaction that:

39B.3.1 Fujitsu Services could not have avoided the effect on the provision of the Services and/or on its ability to perform its obligations under the Agreement by using all reasonable endeavours to eliminate or mitigate the consequences of the delay in accordance with Good Industry Practice and having regard to the scope of the Services for which Fujitsu Services is responsible; and

39B.3.2 costs incurred were reasonable, demonstrable, necessarily and reasonably incurred and that Fujitsu Services used all reasonable endeavours to minimise such costs,

and Fujitsu Services will provide any additional information that Post Office may reasonably require in order to assess the validity of Fujitsu Services' claim.

39B.4 Post Office will consider any submission under Clause 39B.3 and advise Fujitsu Services of its proposal in respect of a submission promptly and in any event within 15 Working Days of receipt. If Fujitsu Services does not accept Post Office's submission, the Parties shall meet within 5 Working Days of Fujitsu Services' receipt of Post Office's proposal and shall use reasonable endeavours to agree the amount of compensation applicable to Fujitsu Services. Either Party may invite other interested Tower Contractors to the meeting and in that event shall inform the other Party.

39B.5 The agreed costs will be shown as an additional amount on the next Operational Charges invoice due to be issued under this Agreement. If no Operational Charges invoice is due to be issued then Fujitsu Services will issue an invoice.

39B.6 In the event of a dispute, either Party may refer the matter for resolution in accordance with schedule A2 and, failing resolution through governance within 15 Working Days, such Party may refer the dispute for resolution in accordance with the Dispute Resolution Procedure. Pending the resolution of the Dispute both Parties will continue to resolve the causes of, and mitigate the effects of such failure.

39B.7 Fujitsu Services acknowledges that in respect of a Post Office Cause or a Tower Contractor Cause, a materiality threshold applies in respect of costs claimed for reimbursement pursuant to Clause 39B.3 and that Fujitsu Services will not be entitled to claim for reimbursement of costs pursuant to that Clause unless and until additional costs and expenses incurred by Fujitsu Services in consequence of the circumstances listed in Clause 39B.2 in respect of each individual Post Office Cause or of each individual Tower Contractor Cause exceed £5,000.

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39C Effects of a Fujitsu Dependency Failure

39C.1 For the avoidance of doubt, prior to the earlier of notification to Fujitsu Services of the appointment of the Post Office Service Integrator by Post Office or the termination of any Terminable Service and the contracting of a replacement for said service by Post Office with a Tower Contractor under its Towers Model, there shall be no Fujitsu Dependencies.

39C.2 Upon agreement of any Fujitsu Dependencies, Fujitsu Services undertakes to notify Post Office as soon as reasonably practicable after becoming aware that it has not, will not, or is unlikely to fulfil any Fujitsu Services Dependency or will be delayed from doing so (a **"Fujitsu Dependency Failure"**). In the event that Post Office has not been notified by Fujitsu Services in accordance with this Clause 39C.2 but Post Office is aware or becomes aware of a Fujitsu Dependency Failure, then Post Office shall notify Fujitsu Services of such Fujitsu Dependency Failure.

39C.3 Notwithstanding actions to be taken under any Incident management process to resolve a Fujitsu Dependency Failure, within 5 Working Days after providing notice or receiving notice under Clause 39C.2, Fujitsu Services shall submit a report relating to the Fujitsu Dependency Failure (the **"Fujitsu Dependency Failure Report"**) to Post Office setting out full details of the reasons for, the issues arising out of and the steps which Fujitsu Services is taking to minimise the impact of the Fujitsu Dependency Failure on Post Office and/or the Tower Contractors to the extent to which the potential impact of a particular Fujitsu Dependency Failure was agreed as part of the agreement of the particular Fujitsu Dependency. In addition, it shall notify Post Office of the actions it intends to take to prevent the recurrence of the Fujitsu Dependency Failure in the future.

39C.4 Fujitsu Services shall take reasonable steps to perform its obligations under the Agreement and use its reasonable endeavours to take precautions which it ought reasonably to have taken in accordance with Good Professional Practice in order to avoid or mitigate the potential impacts of the Fujitsu Dependency Failure on Post Office, and/or the relevant Tower Contractors.

39C.5 Fujitsu Services shall co-operate and work with Post Office, the Tower Contractors and/or any third parties (as reasonably directed by Post Office) to mitigate the Fujitsu Dependency Failure.

39C.6 In the event of a Post Office Cause or Tower Contractor Cause, Fujitsu Services shall co-operate, support, collaborate and work with Post Office, other Tower Contractors and/or any third parties (as reasonably directed by Post Office) so that Post Office and/or relevant Tower Contractors are able to mitigate the effect of the Post Office Cause or Tower Contractor Cause.

39C.7 Once a Fujitsu Dependency Failure has been resolved and in any event no later than 30 days (or such period as may be agreed by the Parties) after the occurrence of the Fujitsu Dependency Failure, the Subject Leads for the Relationship best qualified to deal with the Fujitsu Dependency Failure, taking into account its nature and the responsibilities of each Subject Lead, shall convene an occasional meeting of the relevant Relationship in accordance with paragraph 3.3 of Schedule A2 to agree responsibility for the Fujitsu

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Dependency Failure (including where appropriate the preparation of a root cause analysis).

39C.8 Post Office may make a written request to Fujitsu Services seeking reimbursement of demonstrable additional costs and expenses necessarily and reasonably incurred as a direct result of steps taken by Post Office and/or a Tower Contractor in carrying out any additional work or services to remedy or mitigate an issue caused by a Fujitsu Dependency Failure (the **"Compensation Amount"**). Post Office shall make any claim for a Compensation Amount within 3 months of commencement of the Fujitsu Dependency Failure. Post Office shall not be entitled to any Compensation Amount for itself or any Tower Contractor unless Post Office can demonstrate to Fujitsu Services' reasonable satisfaction that:

39C.8.1 Post Office and/or the Tower Contractor could not have avoided the effect on the provision or receipt of the relevant services and/or on its ability to perform its obligations under its agreement(s) by using all reasonable endeavours to eliminate or mitigate the consequences of the delay in accordance with Good Industry Practice; and

39C.8.2 costs incurred were reasonable, demonstrable, necessarily and reasonably incurred and that Post Office and/or the Tower Contractor used all reasonable endeavours to minimise such costs,

and Post Office will provide any additional information that Fujitsu Services may reasonably require in order to assess the validity of Post Office's request.

39C.9 Fujitsu Services will consider any request under Clause 39C.8 and advise Post Office of its proposal in respect of the Compensation Amount promptly and in any event within 15 Working Days of receipt. If Post Office does not accept Fujitsu Services' proposal, the Parties shall meet within 5 Working Days of Post Office's receipt of Fujitsu Services' proposal and shall use reasonable endeavours to agree the Compensation Amount applicable. Either Party may invite other interested Tower Contractors to the meeting and in that event shall inform the other Party.

39C.10 The agreed Compensation Amount will be shown as a credit on the next Operational Charges invoice due to be issued under this Agreement. If no Operational Charges invoice is due to be issued then Post Office will issue a credit note.

39C.11 In the event of a dispute under this Clause 39C, either Party may refer the matter for resolution in accordance with Schedule A2 and, failing resolution through governance within 15 Working Days, such Party may refer the dispute for resolution in accordance with the Dispute Resolution Procedure. Pending the resolution of the Dispute both Parties will continue to resolve the causes of, and mitigate the effects of such failure.

39C.12 Post Office acknowledges that in respect of a Fujitsu Dependency Failure, a materiality threshold applies in respect of costs claimed for reimbursement pursuant to Clause 39C.8 and that Post Office and/or any other Tower Contractor will not be entitled to claim for reimbursement of costs pursuant to that Clause unless and until additional costs and expenses incurred by Post Office and/or any other Tower Contractor in consequence of

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the circumstances listed in Clause 39C.8 in respect of each individual Fujitsu Dependency Failure exceed £5,000.

40. **Fujitsu Services' Personnel**

40.1 Post Office reserves the right under this Agreement to refuse to admit to any premises occupied by or on behalf of any member of the Royal Mail Group (which expression shall in this Clause 40 include all persons employed or engaged by the Royal Mail Group and all persons other than Fujitsu Services and its sub-contractors providing services to the Royal Mail Group), or to any Branch any person employed or engaged by Fujitsu Services, or by a sub-contractor, whose admission would be, in the reasonable opinion of Post Office, undesirable.

40.2 If and when directed by Post Office, Fujitsu Services shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with the performance of this Agreement to any premises occupied by or on behalf any member of the Royal Mail Group or to any Branch, specifying the capacities in which they are concerned with this Agreement and giving such other particulars as Post Office may reasonably require. Fujitsu Services shall comply with any reasonable directions issued by the designated representative of Post Office as to which persons may be admitted to such premises and at what times.

40.3 If and when directed by Post Office, Fujitsu Services shall secure that any person employed or engaged by Fujitsu Services or by a sub-contractor, who is specified in the direction or is one of a class of persons who may be so specified, shall sign a statement that he understands that the Official Secrets Acts 1911 to 1989 apply to him both during the term of and after the expiry or termination of this Agreement.

40.4 Fujitsu Services' representatives, engaged within the boundaries of a Royal Mail Group establishment or Branch, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment or Branch and when outside that establishment or Branch.

40.5 The decision of Post Office as to whether any person is to be refused admission to any premises occupied by or on behalf of the Royal Mail Group or to a Branch shall be final and conclusive.

41. **Fujitsu Services' Key Personnel**

41.1 The Parties acknowledge that the Key Personnel are essential to the fulfilment of Fujitsu Services' obligations hereunder.

41.2 Notwithstanding anything to the contrary in Clause 61, Post Office shall keep the CCD entitled "Fujitsu Services Key Personnel" (HR/CON/001) (including any proposed or agreed amendments to it) and the information contained in it ("Personnel Information") confidential. Except as provided for in this Clause 41.2, Post Office shall not copy, reproduce or disclose Personnel Information to any third party.

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41.2.1 Post Office may reproduce, copy and disclose Personnel Information:

(a) to Post Office's Subject Leads for (i) the Systems Integration Partnership and Executive Relationship and (ii) the Commercial Relationship;

(b) to its professional advisers provided such reproduction, copying and disclosure is necessary for the purposes of this Agreement; or

(c) as required by law,

provided that Post Office shall procure that the persons referred to in paragraphs (a) and (b) above shall not themselves disclose Personnel Information (except amongst themselves) without the express written consent of Fujitsu Services.

41.2.2 Post Office may discuss Personnel Information with and disclose Personnel Information to FS Listed Personnel.

41.3 Fujitsu Services undertakes to use all reasonable endeavours to ensure that the Key Personnel are not removed or replaced for the duration of the activities relevant to them (described as "Tasks" in the CCD entitled "Fujitsu Services Key Personnel" (HR/CON/001)). However, in the event that any of the Key Personnel become unavailable for any reason (including without limitation death, injury, sickness, promotion or resignation), Fujitsu Services shall have the right upon giving 30 days' notice in writing (or such shorter period of notice as may be reasonably practicable) to Post Office to replace such an individual with another individual whose abilities and qualifications are appropriate for the services to be performed by such individual.

41.4 The Parties acknowledge and agree that in order for Fujitsu Services to successfully complete its obligations under this Agreement, additional key personnel may be identified after the date of this Agreement. The Parties shall identify and agree any such additional key personnel (together with any activities which are relevant to them).

42. Injury to Persons; Loss of Property

42.1 Subject always to Post Office's proper observance of its obligations under this Clause 42 and except where paragraphs 5.2 or 6.3.3 of Schedule B1.3 apply, Fujitsu Services shall fully indemnify Post Office in respect of any personal injury or loss of or damage to Property incurred by Post Office, its contractors or their respective employees and authorised agents to the extent that such personal injury or loss of Property is caused by any Default of Fujitsu Services, its employees or agents in connection with the performance or purported performance of this Agreement.

42.2 In the event of any claim or demand being made or action brought to which Clause 42.1 applies, Fujitsu Services shall be promptly notified thereof and Fujitsu Services shall at its own expense conduct all negotiations for settlement of the same and any legal proceedings that may arise therefrom. Fujitsu Services shall consult with and pay due regard to the interests and views of Post Office (including the commercial interests of the Royal Mail Group and the public interest) in the conduct of any defence to any claim or demand hereunder, and shall, where it is reasonable to do so, comply with such interests

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and views. Post Office, its employees and agents, shall at the request of Fujitsu Services afford all reasonable assistance for the purpose of contesting any such claim or demand or action and shall be repaid any reasonable expense incurred in so doing and shall not make any admissions which may be prejudicial to the defence of such claim or demand or action.

42.3 Notwithstanding Clause 42.2, Post Office shall have the option to take over the conduct over any claim, demand or action to which this Clause applies. Should Post Office exercise the aforementioned option it shall indemnify Fujitsu Services against any loss, damage, cost or expense which it incurs in respect of that claim, demand or action over and above the monetary amount (which Fujitsu Services shall have notified to Post Office prior to Post Office exercising its option) at which Fujitsu Services was prepared to settle said claim, demand or action.

43. **Liability**

43.1 Subject to the remaining sub-clauses of this Clause 43, Fujitsu Services shall be liable for all losses and shall indemnify Post Office against all costs, expenses, losses and damages incurred, including any legal costs (together referred to in this Clause 43 only as "Losses"), as a result of:

43.1.1 any unauthorised third party access to the Infrastructure;

43.1.2 any unauthorised third party access to the Post Office Service Environment which is gained through the Infrastructure;

43.1.3 any "hacking" into the systems used by Fujitsu Services to provide the Services (whether or not constituting an offence under the Computer Misuse Act 1990); or

43.1.4 any other form of fraud.

43.2 Removed by CCN1648b

43.3 In the event of Partial Termination for any reason of the Data Centre Operations Service and the Central Network Service (as a single Terminable Service) or the Systems Management Service, Third Line Software Support Service or Application Support Service (Fourth Line), with effect from the date of termination of the first such Service to be Partially Terminated, the provisions of Clause 43.1 shall not apply unless Post Office proves that any of the matters referred to in sub-clauses 43.1.1 to 43.1.4 (inclusive) have been caused by Fujitsu Services' Default in respect of any of its obligations or responsibilities under this Agreement.

43.4 In the event of Partial Termination for any reason of any of the Terminable Services referred to in Clause 43.3 Fujitsu Services shall promptly provide to Post Office all correspondence, audit trails, documentation and other information (in whatever media) as Post Office may reasonably require in order to establish the cause of any of the matters referred to in sub-clauses 43.1.1 to 43.1.4 (inclusive).

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43.5 In the event of Partial Termination for any reason of any Terminable Service the provisions of Clause 43.1 shall continue to apply subject to Clause 43.3 and any exceptions or qualifications agreed by the Parties pursuant to paragraph 2.2.6 of Schedule E.

43.6 If and to the extent that Fujitsu Services proves that any of the matters referred to in Clause 43.1 have been caused by Post Office's non-performance of any of its obligations or responsibilities under this Agreement upon the performance of which Fujitsu Services' obligations depend, the provisions of Clause 43.1 shall not apply.

43.7 In the event that:

43.7.1 Post Office agrees pursuant to paragraph 2.2.4 of Schedule E to perform any security related obligations or responsibilities; or

43.7.2 the Post Office responsibility set out in paragraph 2.4.3 of Schedule E applies,

in connection with any Partial Termination, Post Office shall promptly provide to Fujitsu Services all correspondence, audit trails, documentation and other information (in whatever media) as Fujitsu Services may reasonably require in order to establish the cause of any of the matters referred to in Clause 43.1.

43.8 Where an act of fraud relates to the Superstock Solution, Clause 43.1.4 shall not apply unless the fraud in question was perpetrated by a:

43.3.1 person who was at the time in question an employee, agent or sub-contractor of Fujitsu Services (or an employee or agent of its sub-contractors);

43.3.2 third party whose fraudulent actions resulted from or were made possible by Fujitsu Services' failure to comply with its obligations under this Agreement.

43.9 In the case of the Banking Functions or in relation to the operation of the Banking Functions, Clause 43.1.4 shall not apply unless the fraud in question was perpetrated by a person who was at the time in question:

43.9.1 an employee, agent or sub-contractor of Fujitsu Services (such agents or subcontractors being together referred to as "Current Banking Participants");

43.9.2 a former employee, agent or sub-contractor of Fujitsu Services, who was an employee, agent or sub-contractor (as the case may be) of Fujitsu Services at any time on or after 14 April 2001 (such agents or subcontractors being together referred to as "Former Banking Participants") and who satisfies the Information Condition;

43.9.3 an employee, agent or sub-contractor of the Current Banking Participants who satisfies the Information Condition;

43.9.4 a former employee, agent or sub-contractor of a Current Banking Participant who was an employee, agent or sub contractor (as the case may be) of that Current

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Banking Participant at any time on or after 14 April 2001 and who satisfies the Information Condition; or

43.9.5 a former employee, agent or sub-contractor of a Former Banking Participant who was an employee, agent or sub-contractor (as the case may be) of such Former Banking Participant while that Former Banking Participant was a Current Banking Participant and who satisfies the Information Condition.

43.10 Fujitsu Services shall not be liable for or indemnify Post Office in respect of any Losses:

43.10.1 where the Losses incurred by Post Office relate solely to the Banking Function or the operation of Banking Function;

43.10.2 where such Losses were incurred as a result of any unauthorised access or hacking referred to therein into an element or elements (used solely for the operation of the Banking Functions) of either the Post Office Service Architecture or the NB System (excluding elements of the Post Office Service Architecture or the NB System located at Branches);

43.10.3 where the unauthorised access, hacking or fraud was perpetrated through or by any employee, agent, contractor or sub-contractor of, any Bank or through or by any element of the Infrastructure at any Bank premises other than by the persons referred to in Clause 43.9;

43.10.4 where such Losses were incurred as a result of any unauthorised access or hacking or fraud arising as a result of Post Office's design, development and/or introduction of new Transaction types using the AP-ADC Facility, or the APOP Facility, or any fraud perpetrated by Post Office contractors, subcontractors, employees or agents in connection with such design, development, introduction or use unless the root cause of such unauthorised access, hacking or fraud was:

(a) defects in Fujitsu Services' design or implementation of the AP-ADC Facility or the APOP Facility;

(b) a failure by Fujitsu Services to maintain the AP-ADC Facility or the APOP Facility or to process such new Transactions, in accordance with its obligations set out in this Agreement; or

(c) a defect in such design, development, introduction or use resulting from an error in the CCD entitled "AP-ADC Reference Manual" (DES/GEN/MAN/0002) or the CCD entitled " APOP Authorisation Service Reference Manual" (AP/MAN/004); the presence of which is solely or mainly attributable to a breach by Fujitsu Services of its obligations set out in Clauses 15.1.4 and 15.1.5 when it assisted Post Office to produce that CCD under Work Order;

43.10.5 where the unauthorised access, hacking or fraud was perpetrated through or by use of the communications links between the Data Centres and CAPO or LINK (as described in Schedule B3.3) other than by persons referred to in Clause 43.9,

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unless the root cause of such unauthorised access, hacking or fraud was a failure by Fujitsu Services to comply with its obligations set out in paragraphs 1.3.4(f)(i)(1) and 1.3.4(f)(i)(2) of Schedule B3.3;

43.10.6 where the Losses incurred by the Post Office relate solely to the Superstock Solution or the operation of the Superstock Solution;

43.10.7 where such Losses were incurred as a result of any unauthorised access or hacking, as referred to in Clause 43.1, into, through or by use of an element or elements of the Superstock Infrastructure used to provide the Superstock Services; or

43.10.8 where such Losses were occurred as a result of any unauthorised, hacking or fraud perpetrated through or by use of communications links into the POL MI System which are not the responsibility of Fujitsu Services.

43.10.9 where such Losses were incurred as a result of a breach by Post Office of the Customer Agreement other than where such breach is caused by the acts or omissions of Fujitsu Services."

43.11 Post Office shall not have any right of action against Fujitsu Services in respect of any costs, expenses, losses or damages arising as a result of the loss, theft or compromise of a password/passphrase shared between the Merchant Acquirer and the Data Centres or the subsequent use of such password/passphrase (as the case may be) except to the extent that such loss, theft or compromise or such costs, expenses, losses, or damages arise as a result of the fraud or Default of Fujitsu Services or of its employees, agents or subcontractors.

43.12 In this Clause 43, the "Information Condition" means that the person concerned either:

43.12.1 is or has been entitled to have access in the course of fulfilling their duties or obligations as employee, agent or sub-contractor (as the case may be) to information concerning the design or performance of security measures used by or in the NB System; or

43.12.2 is not or was not entitled to have access to information concerning the design or performance of security measures used by or in the NB System, but:

(a) used such information obtained as a result of their relationship with Fujitsu Services in perpetrating the fraud in question; and

(b) Fujitsu Services fails to show that it had taken all reasonable steps and precautions to prevent that information being obtained.

43.13 In the case of Debit Card, Fujitsu Services shall not be liable for and Post Office shall not have any right of action against Fujitsu Services in respect of any costs, expenses, losses or damages arising as a result of:

43.13.1 fraud in connection with or unauthorised disclosure of;

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43.13.2 loss or corruption of; or

43.13.3 hacking in connection with,

DC Data, irrespective of whether such DC Data are inside or outside the Infrastructure unless and to the extent that such arises from a Default of Fujitsu Services.

43.14 In the case of Banking Functions, Debit Card and ETU, Fujitsu Services shall not be liable for any costs, expenses, losses or damages suffered or incurred by Post Office in relation to:

43.14.1 Banking Transactions falsely or incorrectly authorised unless and to the extent caused by a failure of the NB System or of the Banking Functions which is (in either case) a Default;

43.14.2 DC Transactions or ETU Transactions falsely or incorrectly authorised unless and to the extent caused by a failure of Debit Card or ETU respectively which is a Default; and

43.14.3 fraudulent use of token supported by the Banking Functions, Debit Card or ETU by any person, unless and to the extent that such use is carried out by or involves collusion with Fujitsu Services' employees, or otherwise arises from a Default or fraud of Fujitsu Services.

43.15 If Post Office:

43.15.1 accepted a Design Proposal (as that term was defined and used in this Agreement in its form prior to CCN1200); or

43.15.2 accepts in a specification or other document agreed by the Parties pursuant to the Work Ordering Procedure or Change Control Procedure,

which included or includes a third party interface or third party application which was either not selected by Fujitsu Services or was selected by Fujitsu Services subject to clearly disclosed limitations notified to Post Office, Fujitsu Services shall not, under Clause 43.1, be liable for or indemnify Post Office against any Losses incurred by Post Office resulting from unauthorised access to the Infrastructure, "hacking" and other fraudulent and criminal activities provided Fujitsu Services has operated such interfaces or applications in accordance with the technical and operational specifications agreed between Post Office and Fujitsu Services in respect of such interfaces or applications and has exercised reasonable care and skill in implementing such interfaces and carrying out the integration of such applications.

43.16 For the purposes, but without prejudice to the generality, of Clause 43.15:

43.16.1 Configured POL MI shall be deemed to be a third party application; and

43.16.2 the interfaces between the Infrastructure and CAPO and LINK used to connect the Data Centres to CAPO and LINK shall be deemed to be third party interfaces

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43.16.3 Clause removed by CCN1613a

not selected by Fujitsu Services and included in a Design Proposal accepted by Post Office.

43.17 In relation to data processing (involving either automated or manual processing or both) under this Agreement, Fujitsu Services shall not be in breach and shall not be liable to Post Office for any failure to perform its obligations, or delay in performing such obligations, to the extent it can demonstrate to Post Office's satisfaction (Post Office acting reasonably) that such failure or delay occurred as a result of a Design Limit being exceeded.

43.18 Fujitsu Services shall not be liable for any failure to perform or delay in performing its obligations and Post Office shall have no right of action against Fujitsu Services in respect of any costs, expenses, losses or damages arising as a result of:

43.18.1 any fault or problem with, or the unavailability of, the communications links between the Data Centres and CAPO or LINK (as described in Schedule B3.3 or B4.3, as applicable), subject to Fujitsu Services complying with its obligations set out in paragraphs 1.3.4(f)(i)(1) and 1.3.4(f)(i)(2) of Schedule B3.3; or

43.18.2 any unauthorised access, hacking or fraud of the kind described in Clause 43.10.5;

43.18.3 Clause removed by CCN1613a

43.18.4 or subsequent to the POLSAP R1 Go Live Date, any fault or problem with the POLSAP Software related to its configuration by Post Office or a third party on behalf of Post Office (other than Fujitsu Services or its subcontractors).

43.18.5 the unavailability of POLSAP Software due to any maintenance or support work being required in respect of POLSAP Software that Fujitsu Services is not obliged to perform;

43.18.6 any failure by any Branch to complete any Branch Trading Statement prior to the expiry of the 42 day period during which Fujitsu Services retains data for the period covered by that Branch Trading Statement; or

43.18.7 any failure by any Branch to accept or implement any Transaction Correction Record,

save to the extent that a failure by Fujitsu Services to perform any of its obligations (such failure not itself arising as a result of the matters referred to in Clauses 43.18.1 to 43.18.6 inclusive) directly caused such costs, expenses, losses or damages.

43.19 Fujitsu Services shall provide to Post Office copies of or access to all relevant records produced by Fujitsu Services in the course of performing the HNG-X Services (such records to include, where produced by Fujitsu Services, operational change proposals, help desk records, release notes, change logs, firewall logs, event records, error logs and

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audit records) that Post Office reasonably requires in order to establish the cause of any failure to perform or delay in performing Fujitsu Services' obligations, where Fujitsu Services asserts that Clauses 43.18.1 or 43.18.2 are applicable in respect of such failure or delay. All information obtained by Post Office pursuant to this Clause 43.19 shall be treated as Confidential Information.

43.20 Not Used

43.21 In the case of the Superstock Solution Fujitsu Services shall not be liable for any failure to perform or delay in performing its obligations and Post Office shall have no right of action against Fujitsu Services in respect of any costs, expenses, losses or damages arising as a result of:

43.21.1 Not Used

43.21.2 any unauthorised access, hacking or fraud of the kind described in Clause 43.10.7.

43.22 Fujitsu Services shall not be liable for any failure to perform or delay in performing its obligations and Post Office shall have no right of action against Fujitsu Services in respect of any costs, expenses, losses or damages arising as a result of:

43.22.1 any fault or problem with, or the unavailability of, any communications links into the POL MI System which are not the responsibility of Fujitsu Services; or

43.22.2 any unauthorised access, hacking or fraud of the kind described in Clause 43.10.8;

43.22.3 any fault or problem with Configured POL MI related to its configuration by Post Office or a third party on behalf of Post Office; or

43.22.2 the unavailability of Configured POL MI due to any maintenance or support work being required in respect of Configured POL MI that Fujitsu Services is not obliged to perform,

Save to the extent that a failure by Fujitsu Services to perform any of its obligations (such failure not itself arising as a result of the matters referred to in Clauses 43.22.1 to 43.22.4 inclusive) directly causes such costs, expenses, losses or damages.

43.23 Fujitsu Services shall provide to Post Office copies of or access to all relevant records produced by Fujitsu Services in the course of performing the Operational Services (such records to include, where produced by Fujitsu Services, operational change proposals, help desk records, release notes, change logs, firewall logs, event records, error logs and audit records) that Post Office reasonably requires in order to establish the cause of any failure to perform or delay in performing Fujitsu Services`obligations, where Fujitsu Services asserts that Clauses 43.22.1 or43.22.2 are applicable in respect of such failure or delay. All information obtained by Post Office pursuant to this Clause 43.23 shall be treated as Confidential Information.

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44. Limitation of Liability

44.1 Neither Party hereto excludes or limits its liability to the other Party:

44.1.1 for death or personal injury; or

44.1.2 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

44.1.3 for its fraudulent misrepresentation; or

44.1.4 for its fraud or for fraud for which it is responsible, save (in the case of Fujitsu Services) where the liability in question would not have arisen but for the provisions of Clauses 16 or 43.

44.2 Subject always to Clause 44.1, 44.3, 44.4, 44.4A and 44.4B, the liability of each Party for Defaults shall be subject to the financial limits set out in this Clause 44.2.

44.2.1 The aggregate liability in relation to all Defaults arising during the period 15 May 2002 to 31 March 2003 (inclusive) or in any Financial Year thereafter which results in direct loss of or damage to the Property of the other Party shall in no event exceed:

(a) £1,500,000 per Financial Year in the case of a liability of Post Office; and

(b) £10,000,000 per Financial Year in the case of Fujitsu Services.

44.2.2 Subject to Clause 44.2.2A, the aggregate liability of Post Office for all Defaults and any liability arising from a Post Office Cause:

(a) (other than a Default governed by Clause 44.2.1) arising during the period 15 May 2002 to 31 March 2003 (inclusive) or in any Financial Year thereafter shall in no event exceed £5,870,689 per Financial Year; and

(b) (including a Default governed by Clause 44.2.1) arising at any time after the end of the last Financial Year shall in no event exceed £10,436,783.

44.2.2A With respect to any liability of Post Office for any liability arising from a Tower Contractor Cause, Post Office's liability in any Financial Year shall in no event exceed the higher of:

(a) the aggregate liability set out in Clause 44.2.2; or

(b) the amount Post Office is able to recover under its contract with the relevant Tower Contractor for the default that gave rise to the Tower Contractor Cause.

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44.2.3 The aggregate liability under this Agreement of Fujitsu Services for all Defaults and any Compensation Amount payable as a result of a Fujitsu Dependency Failure::

(a) (other than a Default governed by Clauses 44.2.1, 44.2.4 or 44.2.5) arising during:

(1) the period from 1 January 2003 to 31 March 2003 (inclusive) shall not exceed £1,729,000;

(2) the Financial Year ending on 31 March 2004 shall not exceed £7,139,000; and

(3) Financial Year NN shall not exceed £15,000,000; and

(b) (including a Default governed by Clause 44.2.1 but other than a Default governed by Clauses 44.2.4 or 44.2.5) arising at any time after the end of the last Financial Year shall not exceed £15,000,000.

For the purposes of sub-clause 44.2.3(a)(3), "Financial Year NN" means, in relation to a Default by Fujitsu Services liability for which arose after 31 March 2004, the Financial Year in which that liability arose.

44.2.4 Subject to Clause 44.2.5 the aggregate liability of Fujitsu Services for all Defaults (other than a Default governed by Clause 44.2.1) relating to a particular Work Order shall not exceed 100% of the Charges payable pursuant to that Work Order.

44.2.5 Where Fujitsu Services is engaged under a series of related Work Orders covering two or more of the following Development Lifecycle Stages:

(a) Solution Specification Stage;

(b) Solution Build and Test Stage; and

(c) Implementation Stage,

the aggregate liability of Fujitsu Services for all Defaults (other than a Default governed by Clause 44.2.1) relating to such Work Orders shall not exceed 100% of the aggregate Charge for all such Work Orders and this limit shall apply in lieu of the limit in Clause 44.2.4.

44.2.6 The aggregate liability of Fujitsu Services for all Defaults (other than a Default governed by Clause 44.2.1) relating to NBS prior to NBS Acceptance shall not exceed 100% of the Network Banking Implementation Charges.

44.2.7 Subject to Clause 44.1, 44.2.4 and 44.2.5 but notwithstanding any other provision in this Clause 44 (save for Clause 44.2.8 as noted), the aggregate liability of

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Fujitsu Services for all Defaults (other than a Default governed by Clause 44.2.8) relating to the Superstock Solution in any Financial Year shall in no event exceed 10% of the estimated Superstock Charges for the Financial Year commencing 1st April 2010 or £25,000 whichever is the greater. Any such liability shall count as part of Fujitsu Services' aggregate liability under Clause 44.2.3.

44.2.8 Subject to Clause 44.1, 44.2.4 and 44.2.5 but notwithstanding any other provision in this Clause 44, the aggregate liability of Fujitsu Services for all Defaults relating to the Superstock Solution which result in direct loss or damage to the Property of the Post Office shall in no event exceed £1 million. Any such liability shall count as part of Fujitsu Services' aggregate liability under Clause 44.2.1.

44.3 Subject to Clause 44.1 and to the extent permitted at law, the aggregate liability of Fujitsu Services under Clauses 16 and 43 of this Agreement for the fraud or other criminal activities of its employees or subcontractors shall be limited to £21,896,142 per Fraud Event.

44.4 Subject to Clauses 44.4A, 44.4B and 44.5, the financial limits specified in Clause 44.2.2 and 44.2.3 shall apply to, and limit the Parties' respective liability for, the aggregate of all claims for monetary relief arising in the period in question which either Party may have against the other either under this Agreement, in tort (including negligence), breach of statutory duty or otherwise in relation to the subject matter of this Agreement, including, without limitation, all claims arising for Defaults, all claims for liquidated damages and Post Office Additional Cost pursuant to Clause 18, Schedule C1 and/or the provisions of the Service Descriptions, all claims to be indemnified pursuant to Clauses 34, 42 or 43 and all other claims or costs which are compensatable in money or money's worth as though all such claims for monetary relief represented liability for Defaults occurring in the period in question.

44.4A For the purposes of Clauses 44.2 and 44.4,

a liability or claim for monetary relief arises when the act, omission, event or circumstance giving rise to that liability or claim occurs; and

44.4B Notwithstanding that Clause 44.2 is stated to be subject to Clause 44.4, Clause 44.4 shall not limit:

44.4B.1 liability of the type referred to in Clauses 44.1;

44.4B.2 liability for Defaults governed by 44.2.1, 44.2.4 or 44.2.5; or

44.4B.3 liability governed by Clause 44.3.

44.5 The financial limits on the liability of Post Office under Clause 44.2 shall be exclusive of and additional to any liability of Post Office to pay any Charges, other amounts, the Transfer Payment, the Termination Charge, any Partial Termination Charge or the HNG-X Termination Charge which may become properly due and payable to Fujitsu Services in accordance with the provisions hereof or any sum by way of interest thereon that a court may award.

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44.6 Subject always to Clause 44.1, in no event shall either Party be liable to the other Party for indirect or consequential loss or damage. However:

(a) Fujitsu Services acknowledges and agrees that it shall not be entitled to claim that a loss incurred by a Tower Contractor is an indirect loss solely because it was not incurred by the Post Office. As such, any loss incurred by a Tower Contractor that would have been a direct loss if it had been incurred by the Post Office shall, for the purposes of determining a Compensation Amount, be deemed to be a direct loss; and

(b) Post Office acknowledges and agrees that all claims that Fujitsu Services may make for relief under Clause 39A.3 or Clause 39A.5.3 and for compensation under Clause 39B.3 including for any payments under Clause 39B.5 shall be made to Post Office and not any of the Tower Contractors and that all payments of such relief or compensation shall be by Post Office and not any Tower Contractor.

44.7 The provisions of Clause 44.6 shall not be taken as limiting the right of Post Office to claim from Fujitsu Services for:

44.7.1 additional operational and administrative costs and expenses; and/or

44.7.2 expenditure or charges rendered unnecessary as a result of any Default by Fujitsu Services; and/or

44.7.3 any compensation arising out of a Fujitsu Dependency Failure due to Post Office, Post Office Service Integrator or a Tower Contractor.

44.8 The Parties expressly agree that should any limitation or provision contained in this Clause be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

44.9 For the avoidance of doubt, it is acknowledged that nothing in this Agreement shall be deemed or construed to relieve either Party of its common law duty to the other Party against which a claim may be made to mitigate any loss which is the subject of such claim.

44.10 Not Used

44.11 Not Used

44.12 Each of the sums referred to in Clauses 44.2.2, 44.2.3(a)(3), 44.3 and 44.10 shall be increased at the end of the Financial Year ending on or around 31 March, 2007 and at the end of each subsequent Financial Year by an amount equal to the difference

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(expressed as a percentage) between the level of the Retail Price Index most recently published in respect of December of the Financial Year in question and the level of the Retail Price Index in December of the preceding Financial Year.

44.13 Notwithstanding the provisions of Clause 44.2 and without prejudice to the provisions of Clause 44.1, the aggregate liability of Fujitsu Services for all Defaults and all claims, demands, actions, costs (including legal costs), expenses, losses and damages arising from or incurred by reason of any breach by Fujitsu Services of the provisions of Clause 33.2 howsoever arising shall be limited in any Financial Year to 150% of the aggregate annual Operational Charges in such Financial Year.

45. Insurance

Fujitsu Services shall to the extent reasonably possible insure or make provision for self-insurance against all losses and damages which are the result of its fault or negligence in performing the Services, including workman's compensation, public liability, product liability, property damage and professional indemnity. Fujitsu Services will, if requested in writing by Post Office, produce to Post Office a certificate of insurance showing the applicable coverage currently in force, and will also give Post Office prior written notice of (where possible), or written notice no later than 30 days after, alteration or cancellation of such insurance.

PART G: TERMINATION AND EXIT

46. Term

46.1 The term of this Agreement shall, unless terminated earlier in accordance with the provisions of Clause 47 or extended in accordance with the provisions of Clause 46.2, be for a period commencing on the 28 July 1999 and ending on 31 March 2024.

46.2 Post Office may, in its absolute discretion extend the term of this Agreement, by a further one year period by giving notice to Fujitsu Services on or before 31st March 2023 of its requirement to extend to 31st March 2025.

46.3 Each Expiring Service shall, unless terminated earlier in accordance with the provisions of Clause 47 or extended in accordance with the provisions of paragraph 10 of Schedule E (where applicable or otherwise extended through the Change Control Procedure), be provided for the period up to the relevant date specified in Table A of Schedule B3.1 on which date such Expiring Service shall expire. Liquidated damages shall continue to apply during any extension in accordance with Clause 18. For the avoidance of doubt, all other provisions of the Agreement shall continue to apply during any extension period.

46.4 Notwithstanding Clause 46.3, some of the Expiring Services have been extended and as such the Expiring Services as at signature of CCN1600 and as amended by CCN1700 shall be:

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46.4.1 the, Branch Network Service and CMT Service, due to expire on 31st March 2017; and.

46.4.2 the POLSAP Hosting Service, POLSAP Applications Support Service and support for the Credence/MDM Service and the Salesforce Support Service, due to expire on 31st March 2016.

The Expiring Services shall, unless terminated earlier in accordance with the provisions of Clause 47, or extended in accordance with either the provisions of paragraph 10 of Schedule E or using the Change Control Procedure, be provided for the period up to the dates specified in Clause 46.4.1 and 46.4.2 above. For the avoidance of doubt, no Partial Termination Charge or Termination Charge shall be payable in relation to these Expiring Services if they expire on the dates set out above.

Both Parties acknowledge that Post Office may request further extensions to the Expiring Services. Both Parties agree to act reasonably in the event of any such request and any associated negotiation of terms. In particular, Fujitsu Services agrees to mitigate its costs of supply and stranded costs with respect to any further extension of the Expiring Services to the extent that it is reasonably possible to do so having regard to, amongst other things, the timing of any request relative to the expiry date of the Expiring Services.

46.5 The Terminating Services shall cease on 31st March 2023 unless terminated earlier by Post Office in accordance with Clause 47.10.2(a)(ii) of the Agreement. The Parties acknowledge that Post Office intends to terminate the Terminating Services and pay the Partial Termination Fee in accordance with Paragraph 6 on Schedule E

47. **Termination**

Termination of whole Agreement

47.1 Post Office may at any time by notice in writing terminate this Agreement with effect from the date of service of such notice or such later date as

47.2 may be specified therein if:

47.2.1 there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in Fujitsu Services or the Guarantor; or

47.2.2 Fujitsu Services or the Guarantor, being an individual, or where Fujitsu Services or the Guarantor is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any

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application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or

47.2.3 Fujitsu Services or the Guarantor, being a company, passes a resolution, or the Court makes an order that Fujitsu Services or the Guarantor be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof (which for the avoidance of doubt shall not include any subsidiary company of Fujitsu Services or of the Guarantor) of Fujitsu Services or the Guarantor, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or Fujitsu Services or the Guarantor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction; or

47.2.4 any provision hereof other than Clause 47 expressly entitles Post Office to terminate this Agreement; or

47.2.5 the circumstances in Clause 60.5 arise and either the obligation in question is not capable of being performed again, or, if it is so capable, is not so performed again within 30 days of written notice to Fujitsu Services specifying the obligation in question and requiring it to be performed or within such other period as may be requested by Fujitsu Services and agreed by Post Office, such agreement not to be unreasonably withheld or delayed.

47.3 Post Office may at any time by notice in writing terminate this Agreement with effect from the date of service of such notice or such later date as may be specified therein, if Fujitsu Services is in material or persistent Default of any obligation under this Agreement and:

47.3.1 such Default is capable of remedy and Fujitsu Services shall have failed to remedy the Default within 30 days of written notice to Fujitsu Services specifying the Default and requiring its remedy or within such other period as may be requested by Fujitsu Services and agreed by Post Office, such agreement not to be unreasonably withheld or delayed; or

47.3.2 such Default is not capable of remedy (and for the purposes of this Clause 47.2, failure to comply with a timescale shall not of itself be considered a Default not capable of remedy).

47.4 Removed by CCN1648b

47.5 Fujitsu Services may at any time by notice in writing to Post Office terminate this Agreement with effect from the date of service of such notice or such later date as may be specified therein, in the event of the material or persistent failure by Post Office to pay Charges which have not been disputed by Post Office and Post Office shall have failed to remedy such failure to pay within 30 days of written notice to Post Office specifying

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such failure to pay and requiring its remedy or within such other period as may be requested by Post Office and agreed by Fujitsu Services, such agreement not to be unreasonably withheld or delayed.

47.6 In the event of any termination of this Agreement pursuant to Clause 47.1, Clause 47.2, Clause 47.4, Clause 47.7 or termination of a Terminable Service pursuant to Clause 47.10 or expiry of an Expiring Service, Post Office shall return the Infrastructure or any part thereof (other than any part (a) in relation to which it has exercised the option to acquire under Clause 48 and (b) (in the event of Partial Termination of a Terminable Service or expiry of an Expiring Service) that is required for continuing Services or for a Next Supplier), in which case Fujitsu Services shall at no additional cost to Post Office, remove such parts of the Infrastructure as soon as reasonably practicable and shall make good any damage to the Post Office Premises occasioned by such removal.

47.7 Post Office shall only be permitted to exercise its rights pursuant to Clause 47.1.1 for three months after each such change of control and shall not be permitted to exercise such rights where Post Office has agreed in advance in writing to the particular change of control and such change of control takes place as proposed. Fujitsu Services shall notify Post Office in advance of any change of control taking place, if legally possible, or if not so possible as soon as reasonably practicable, and in any event no later than one month after such change of control taking place.

47.8 Post Office may terminate this Agreement for convenience on or after 1 April 2021 by giving Fujitsu Services not less than twelve months' notice. For the avoidance of doubt, such notice may be given before 1 April 2021, but the Agreement may not terminate under this Clause 47.7 before to 1April 2021. In the event of such notice being given, Post Office shall on termination hereof pay to Fujitsu Services the Termination Charge calculated in accordance with Schedule E.

47.9 Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.

47.10 The provisions of Clauses 10.1.2, 25, 27, 30.19, 31 (to the extent applicable in respect of the Transfer Services), 33.2, 34, 39.3, 43, 44, 47, 48, 50, 53, 56, 57, 59, 61, 62, 65, 67, 68, 69, 70, 71, 72, 75, the provisions of Schedules 1, D1, D5 and E, paragraphs 2.2.3.4 and 2.4 of Schedule B4.1 and paragraph 3.4 of Schedule D3 shall survive the termination of this Agreement by Post Office or Fujitsu Services or the expiry of this Agreement.

Partial Termination

47.11 Post Office may in the manner and in the circumstances set out in this Clause 47.10 terminate the provision of one or more Terminable Services.

47.11.1 Market Testing

If entitled to terminate a Terminable Service under paragraph 4.3.3(b)(ii) of Schedule D6, Post Office may, by giving Fujitsu Services not less than six months' notice in writing, terminate that Terminable Service.

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47.11.2 Convenience

(a) Post Office may terminate the provision of any Terminable Service on or after the earliest date for termination or occurrence of the event required for termination of that Service specified in Annex 1 to Schedule E by giving Fujitsu Services not less than

(i) 3 months' notice in writing (or 6 months' notice in writing in the event of termination of the Service Desk Service and 1 month's notice in writing for CMT Services) provided such notice is deemed duly given in accordance with Clause 57.2 on or prior to 31st March 2017; or

(ii) 6 months' notice in writing where such notice is deemed duly given in accordance with Clause 57.2 on or after 1st April 2017, with the exception of the Operational Business Change (Branch Change) Service, which shall require 3 months' notice in writing.

In the event such notice is given a Partial Termination Charge shall be paid by Post Office to Fujitsu Services upon such Partial Termination. For the avoidance of doubt, it is noted that during the 6 months' notice period for the Service Desk Service, Post Office retains the option to "ramp down" the services, noting that it must take account of Post Office's and the Next Supplier's obligations (where relevant) to consult with any staff potentially subject to transfer under the TUPE Regulations.

(b) Post Office may terminate the provision of the CMT Service by giving Fujitsu Services not less than:

(i) one month's notice in writing provided such notice is deemed duly given in accordance with Clause 57.2 on or prior to 31st March 2017; or

(ii) 6 months' notice in writing where such notice is deemed duly given in accordance with Clause 57.2 on or after 1st April 2017.

No termination or compensation charge shall be payable to Fujitsu Services in the event of such termination and the provisions of Schedules D6 and E shall not apply in respect of the CMT Service.

(c) Post Office may terminate the provision of the Superstock Service by giving Fujitsu Services not less than twelve months' notice in writing. No termination or compensation charge shall be payable to Fujitsu Services in the event of such termination and the provisions of Schedules D6 and E shall not apply in respect of the Superstock Service.

(d) Unless the Parties agree otherwise in the relevant CCN:

(i) Post Office may terminate the provision of any Service Integration Service or Third Party Management Service introduced under the

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Change Control Procedure after the date of signature of CCN1200 by giving not less than twelve months' notice in writing; and

(ii) no termination or compensation charge shall be payable to Fujitsu Services in the event of such termination and the provisions of Schedules D6 and E shall not apply in respect of any such Service Integration Service or Third Party Management Service.

(e) Post Office may terminate the provision of the Track and Trace Despatch Report Cut-off monthly workaround (introduced in CCN1627a as part of the Third Line Software Support Service) by giving Fujitsu Services not less than one months' notice in writing. No termination or compensation charge shall be payable to Fujitsu Services in the event of such termination and the provisions of Schedules D6 and E shall not apply in respect of the Track and Trace Despatch Report Cut-off monthly workaround.

Termination of Project HNG-X

47.12 Removed by CCN1648b

47.13 Removed by CCN1648b

47.14 Removed by CCN1648b

47.15 Removed by CCN1648b

47.16 Removed by CCN1648b

47.17 Removed by CCN1648b

48. **Rights on termination and expiry of this Agreement, Partial Termination, and expiry of an Expiring Service**

48.1 In the event of termination or expiry of this Agreement, or of any Terminable Service for any reason whatsoever, or the expiry of any Expiring Service, Post Office shall, without prejudice to Post Office's other rights and remedies but subject to payment of all sums due and payable to Fujitsu Services up to the date of termination or (if applicable) expiry, have the option (subject to Clause 48.2.3), exercisable in the applicable period referred to in the General Exit Plan or HNG-X Exit Plan (as applicable), to acquire from Fujitsu Services or to require Fujitsu Services to permit the Next Supplier to acquire from it, in consideration of the Transfer Payment the Project Assets which shall comprise:

48.1.1 any or all of the hardware that is comprised within the Infrastructure and/or that:

is being used

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in connection with the performance of the Services (other than where such hardware is either (i) not owned by Fujitsu Services or any of its subsidiary companies or (ii) those shared elements of the Infrastructure referred to in Clause 35.3); and

48.1.2 the right to require that Fujitsu Services shall assign or novate, or (if assignment or novation is not possible) arrange for the benefit thereof to be transferred, in favour of Post Office or to any person as may be designated for the purpose by Post Office any sub-contracts, equipment rental or lease agreements and all other agreements (other than employment agreements and agreements in relation to Third Party Software, Third Party Items or Non-standard Third Party Materials), except in respect of Fujitsu Services Subcontract agreement with Ingenico for Payment and Banking Service which Fujitsu Services shall assign or novate where required in accordance with clause 58.6.3, entered into by Fujitsu Services which are necessary to the performance of the Services as Post Office may designate,

provided that, if termination is in respect of a Terminable Service rather than the entire Agreement, the above provisions shall apply only to those Project Assets (or, in the case of agreements, that part thereof) that are not reasonably required by Fujitsu Services for the provision of any continuing Services under this Agreement.

48.2 Notwithstanding the generality of Clause 48.1 Post Office agrees:

48.2.1 only to exercise its rights under such Clause to the extent that the relevant Project Assets apply to, and are required for the provision or receipt of the Services or Terminable Services that are the subject of the termination or expiry or are otherwise to be provided pursuant to Schedule E (including, for the avoidance of doubt, the Exit Plan);

48.2.2 the rights provided for in Clauses 48.1 shall not apply to the Superstock Solution; and

48.2.3 in the case of Partial Termination of the Engineering Service, that it shall acquire or shall ensure that the Next Supplier acquires from Fujitsu Services all of the Project Assets referred to in Clause 48.1.1 that relate to the Engineering Service comprising the Counter Equipment used in Branches up to the network connection sockets in each Branch, as well as spare Counter Equipment held by Fujitsu Services intended for such use.

48.3 In the event that Post Office exercises any of the options in Clause 48.1 or Clause 48.2.3 applies, Post Office shall pay to Fujitsu Services on completion of such option or, in the case of Clause 48.2.3, such acquisition, a sum equal to the Transfer Payment. If Post Office exercises the option in Clause 48.1 in respect of any Partial Termination or in respect of the expiry of an Expiring Service or Clause 48.2.3 applies, the Project Assets acquired by it shall cease to form part of the Infrastructure and this Agreement shall be amended accordingly as provided in Schedule E.

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48.4 In the event that this Agreement expires or is terminated, an Expiring Service expires or a Terminable Service is terminated as provided for herein:

48.4.1 Fujitsu Services shall return to Post Office all Property of the Royal Mail Group in the possession of Fujitsu Services that is not required for the provision of any continuing Services under this Agreement.

48.4.2 Fujitsu Services shall, after being given notice of termination, or on the expiry of the Agreement or expiry of an Expiring Service render all practicable assistance to Post Office, if requested, to the extent necessary to effect an orderly assumption by Post Office or a replacement contractor of the services theretofore performed by Fujitsu Services under this Agreement and Post Office shall reimburse Fujitsu Services for such assistance at the rates set out at paragraph 12 of Schedule D1. Any terms required to govern the post-termination Services shall survive only to the extent required to govern such Services.

48.4.3 Upon termination or expiry, Post Office shall be entitled to offer employment (or an agreement for services with Post Office) to any employee or sub-contractor (being an individual) ("Worker") of Fujitsu Services who has during the six months prior to such offer been involved for at least 75 percent. of his contracted working time in performing Fujitsu Services' obligations under this Agreement which are the subject of the termination or expiry. Fujitsu Services agrees that if that Worker accepts such offer Fujitsu Services shall release that Worker from any breach of contract with it (other than in relation to such person's obligations of confidentiality and notice of termination) which such acceptance may otherwise involve.

48.5 All the assets to be acquired pursuant to the exercise by Post Office of its option under Clause 48 shall be acquired and any software, documents materials or other things provided by Fujitsu Services pursuant to the licences granted under Clauses 48.8 to 48.13 shall be provided "as is", but (apart from such licences) free from encumbrances and the Parties agree that all express and implied warranties and conditions relating to such assets are excluded to the full extent permitted by law.

48.6 The Parties have agreed to populate the CCD entitled "Transfer Asset Register" (COM/MGT/REP/0001) with details of all Software data, tools, utilities, documentation and other items necessary to perform the Services and run the Applications (and to indicate those that relate exclusively to a Terminable Service or Expiring Service and those that are shared between one Terminable Service or Expiring Service and another Service or Services), and to agree, in accordance with the guidance contained in that CCD, the most appropriate treatment of such item. Notwithstanding any other provision of this Agreement, the categorisation and proposed treatment of such items agreed in that CCD shall take precedence over Clause 48.13 which shall be deemed superseded by such CCD when agreed by the Parties.

48.7 In the event that:

48.7.1 a Terminable Service is terminated pursuant to Clause 47.10.1 or 47.10.2; or

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48.7.2 this Agreement expires or is terminated as provided for herein (other than by Fujitsu Services pursuant to Clause 47.4),or

48.7.3 an Expiring Service expires pursuant to Clause 46.3 and 46.4,

the provisions of Clauses 48.8 to 48.13 (inclusive) shall apply, provided that where termination is in respect of a Terminable Service or expiry is in respect of an Expiring Service rather than the entire Agreement, those Clauses shall apply only to that Service and any software, documents and materials that were used in the provision or receipt of that Service.

48.8 Subject to:

48.8.1 the payment of the Termination Charge in the case of termination of the Agreement by Post Office pursuant to Clause 47.7;

48.8.2 the payment of the Partial Termination Charge in the case of Partial Termination by Post Office pursuant to Clause 47.10.2; and

48.8.3 in all cases, Clause 48.9,

Fujitsu Services shall grant to Post Office a non-exclusive, perpetual, irrevocable licence to use, modify, adapt, enhance and develop all documents, software or other materials or things in which Fujitsu Background IPRs vest that:

48.8.4 exist at the date of termination or expiry;

48.8.5 Post Office has the right to use at the date of termination or expiry in the receipt of the Relevant Services; and

48.8.6 are reasonably necessary for the purposes ("Background IPR Purposes") of Post Office making use of the Project Assets transferred to it under Clause 48.1 and the rights granted to it under Clauses 29 and 30 in respect of Post Office Foreground IPR and Licensed IPR (including, without limitation, any Fujitsu Background IPRs relating to (i) the configuration of the Project Assets, Post Office Foreground IPR or Licensed IPR or (ii) the configuration of the Project Assets, Post Office Foreground IPR or Licensed IPR with any other assets used by Fujitsu Services at the date of termination or expiry in the provision of the Relevant Services).

Post Office shall not use, modify, adapt, enhance or develop any document, software or other material or thing licensed to it under this Clause 48.8 for any purpose other than the Background IPR Purposes. Post Office shall be entitled to grant sub-licences of its rights under this Clause to third parties, other than those whose use of Fujitsu Background IPR is not for the purposes of providing services to Post Office for Post Office's business, provided that such third parties shall have entered into an Agreed Form NDA.

48.9 In the event that Fujitsu Services is able to demonstrate to the reasonable satisfaction of Post Office, that a document, piece of software or other material which would be (but for

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this Clause) the subject of the licence granted under Clause 48.8 is made generally available by a member of the Fujitsu Services Group and licensed by that member on commercial terms to at least two other third parties, then Fujitsu Services shall grant a licence or procure that a licence is granted to Post Office of that document, software or material on terms (including the amount of any royalty or fee) which are no less favourable to Post Office than the commercial terms in place with any such third parties. In all other respects the licence granted pursuant to Clause 48.8 shall be royalty-free.

48.10 Subject to:

48.10.1 the payment of the Termination Charge in the case of termination of the Agreement by Post Office pursuant to Clause 47.7;

48.10.2 the payment of the Partial Termination Charge in the case of Partial Termination by Post Office pursuant to Clause 47.10.2; and

48.10.3 in all cases, Clauses 48.11 and 48.12,

Fujitsu Services shall:

48.10.4 to the extent that any software, documents or other materials in which the Intellectual Property Rights are owned by a third party (other than Third Party Items and Horizon Third Party Software) are used by the Parties (or which the Parties have the right to use) at the date of termination or expiry to provide or receive the Relevant Services over the Horizon Service Infrastructure using the Horizon Applications, use reasonable endeavours to procure that Post Office is granted the rights to use such software, documents or materials on normal fair and commercial terms; and

48.10.5 in respect of the HNG-X Service Infrastructure and Business Capabilities and Support Facilities, in the event that Post Office consented to the use of Non-standard Third Party Material which is used by the Parties (or which the Parties have the right to use) at the date of termination or expiry to provide or receive the Relevant Services and the Parties could not obtain the rights referred to in Clause 30.10 at the time intended by that Clause, use reasonable endeavours to procure that Post Office is granted the rights to use such Non-standard Third Party Material.

48.11 In the case of both Clause 48.10.4 and Clause 48.10.5:

48.11.1 the use of reasonable endeavours by Fujitsu Services shall include without limitation, jointly approaching the relevant third party with Post Office or providing reasonable assistance to Post Office in its negotiations with such third party;

48.11.2 Fujitsu Services shall not be obliged to pay any licence fees or incur any other external costs or expenses in relation to such assistance or negotiations; and

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48.11.3 Fujitsu Services shall use reasonable endeavours to obtain rights of use which are non-exclusive and on such terms which do not detract from Post Office's or the Next Supplier's ability to provide Replacement Services.

48.12 Where this Agreement terminates prior to the occurrence of Trigger Point T6 (Counter Application Rollout Complete), the applicable provisions of paragraph 2 of Schedule B4.1 shall apply in respect of the Escher Upgrade Software.

48.13 Without limiting the generality of Clause 48.8, the licences granted pursuant to that Clause shall permit use by all members of the Royal Mail Group and End Users and, subject to Clause 48.6, shall pertain to the versions of all software, tools, utilities, documentation and other materials that are then in use by Fujitsu Services in the provision of the Relevant Services and Fujitsu Services shall deliver one copy of each of such to Post Office promptly following the date of termination (including an up-to-date copy of archive and back-up versions of any software), provided that where Fujitsu Services is unable to provide any such version of software, tools or utilities it shall provide Post Office with the then commercially available version of such software, tools and utilities.

Interface Costs

48.14 Fujitsu Services shall bear or Post Office shall pay to Fujitsu Services the Interface Costs arising in connection with any Partial Termination in accordance with the provisions of Schedule E.

Termination Charge Credit

48.15 The provisions of CCN 1246 relating to credits due to Post Office upon termination or expiry of the Agreement shall apply upon termination or expiry of this Agreement.

48.16 The provisions of CCN 1268 relating to: unspent sums under, or the failure by the Parties to enter into, the new business (as stated at paragraph 10.10 of Schedule D1 as introduced by CCN 1268); and release of Fujitsu Services from further liability in relation to the credits (as stated at paragraph 6.7 of Schedule D1 as introduced by CCN 1268), in each case as at termination or expiry of the Agreement, shall apply upon termination or expiry of this Agreement.

PART H: GENERAL

49. Additional Resources

In the event that the Services are not provided in accordance with all applicable provisions hereof as a result of the Default of Fujitsu Services, Fujitsu Services shall, at the request of Post Office and without prejudice to Post Office's other rights and remedies, arrange all such additional resources as are reasonably necessary to correct the said failure as early as practicable thereafter and at no additional charge to Post Office.

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50. **Recovery of Sums Due**

If any sum of money shall be due from Fujitsu Services under this Agreement, the same may be deducted from any sum then due or which at any time thereafter may become due to Fujitsu Services under this Agreement. There shall be no other right of set-off or deduction in respect of sums due to Fujitsu Services under this Agreement.

51. **Authority and Approval**

Fujitsu Services warrants and represents that it has full capacity and authority and all necessary consents (including but not limited to, where its procedures so require, the consent of its Parent Company) to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representative of Fujitsu Services.

52. **Statements and Representations**

Fujitsu Services warrants and represents that all statements and representations made to Post Office in connection with tendering for and entering into this Agreement or CCN 1200 were, to the best of its knowledge, information and belief, true and accurate at the time of making such statements and representations and that, from the date of execution hereof, it will advise Post Office of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading.

53. **Disclaimer of Implied Terms**

Except as expressly stated in this Agreement, all terms, warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose) are hereby excluded to the extent permitted by law.

54. **Waiver**

No forbearance or delay by any Party in enforcing its rights will prejudice or restrict the rights of that Party, subject to the express timescales set out herein, and no waiver of any such rights or of any breach of any contractual term will be deemed to be a waiver of any other right or of any later breach.

55. **Relationship of Parties**

55.1 Post Office shall control the rights for using and marketing the Services provided in Branches. Fujitsu Services shall have no control over the use or marketing of the Services.

55.2 Except as otherwise agreed from time to time between Post Office and Fujitsu Services, Post Office will retain control itself of its critical business processes and relationships, such as:

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55.2.1 customer interface, including quality of service (such as queuing time and other customer charter measures) to its customers, network format, location of offices and service standards;

55.2.2 contractual relationships with Agents;

55.2.3 contractual relationships with its clients;

55.2.4 policy control of its network;

55.2.5 its reconciliation, settlement and key infrastructure support processes;

55.2.6 its relationship with its suppliers; and

55.2.7 its product and service design.

55.3 Fujitsu Services' and its subcontractors' contacts with Agents shall be arranged only via Post Office.

56. Publicity

56.1 No public announcement or public circular (including a media release) relating to the subject matter of this Agreement will be made unless it has first been agreed between the Parties in writing. This restriction shall not apply to any announcement intended solely for internal distribution by the Party in question or any disclosure required by any legal, accounting or regulatory requirement.

56.2 Each Party shall take all reasonable steps to ensure the observance of the provisions of Clause 56.1 by all its employees, agents, consultants and sub-contractors.

56.3 Fujitsu Services shall have no right to use the brand or logo of any Royal Mail Group member without Post Office's prior written consent. Fujitsu Services shall have no right to use the brand or logo of any part of Post Office without Post Office's prior written consent.

56.4 Fujitsu Services shall do nothing to injure such logos and brands or the reputation of Post Office and, if it uses such brands or logos, it shall take all reasonable steps to enable Post Office to protect such logos and brands and the reputation of Post Office but in no event less than the steps it would take in relation to its own logos, brands and reputation.

56.5 Post Office shall have no right to use the brands or logo of Fujitsu Services or its sub-contractors without Fujitsu Services' prior written consent. Post Office shall do nothing to injure such logo and brands or the reputation of Fujitsu Services or its sub-contractors and, if it uses such brands or logos, it shall take all reasonable steps to enable Fujitsu Services and its sub-contractors to protect such logo and brands and the reputation of Fujitsu Services and its sub-contractors, but in no event less than the steps it would take in relation to its own logos, brands and reputation.

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57. **Communications & Notices**

57.1 Except where expressly stated otherwise, a notice under this Agreement shall only be effective if it is in writing and sent to a Party at its address or number and for the attention of the individual set out below:

PARTY AND TITLE OF INDIVIDUAL	ADDRESS	EMAIL	TELEPHONE NO.
Post Office Limited For the attention of: Contract Manager (FS)	Finsbury Dials, 1st Floor, 20, Finsbury Street, London, EC2Y 9AQ		
Fujitsu Services Limited For the attention of: Director of Delivery	Lovelace Road, Bracknell, Berkshire, RG12 8SN	Garry.Stewart GRO	GRO
Post Office Account Fujitsu Services Limited			

Provided that a Party may change its notice details on giving notice to the other Party of the change in accordance with this Clause.

57.2 Any notice given under this Agreement in accordance with Clause 57.1 shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

57.2.1 if delivered personally, on delivery;

57.2.2 if sent by first class post, two clear Working Days after the date of posting;

57.2.3 Notice may also be supportedby email

provided that in each case where delivery by hand or by facsimile occurs after 6.00 p.m. on a Working Day or on a day which is not a Working Day, service shall be deemed to occur at 9.00 a.m. on the next following Working Day.

58. **Transfer and Sub-Contracting**

58.1 This Agreement is personal to Fujitsu Services. Fujitsu Services shall not assign, novate, sub-contract or otherwise dispose of this Agreement or any part thereof without the previous written consent of Post Office.

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58.2 Subject to Clause 58.5 Post Office hereby consents to Fujitsu Services having subcontracted its obligations specified in Schedule C2 to the respective sub-contractors specified therein. Additional or substitute sub-contractors may be approved from time to time in accordance with Clause 58.1 after the date hereof, in which case Schedule C2 shall be amended accordingly. Fujitsu Services may permit its Subcontractor, Ingenico, to further subcontract to one of its group undertakings (as defined in Section 1161 of the Companies Act 2006) located within the European Union and the Australian affiliate provided in Schedule C2 to deliver the Payment and Banking Service without the prior consent of Post Office, provided that such Fujitsu Services' Subcontractor provides notice in writing to Post Office within one (1) month of such subcontracting. Notwithstanding any sub-contracting permitted in this Agreement, Fujitsu Services shall remain primarily responsible for the acts and omissions of its sub-contractors committed by them in the course of performing or purporting to perform any of Fujitsu Services' obligations on Fujitsu Services' behalf as though such acts or omissions were its own.

58.3 Post Office shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof (including, where appropriate, requiring the grant by Fujitsu Services or its licensors of a direct licence of any Software other than Third Party Software, and requiring Fujitsu Services to use all reasonable endeavours to procure the grant of a direct licence or obtain consent to the transfer of the sub-licence of any Third Party Software) to any other body which performs any of the functions that previously had been performed by Post Office, provided that any such assignment, novation or other disposal shall not increase the burden of Fujitsu Services' obligations pursuant to this Agreement.

58.4 Post Office shall be entitled to disclose, to the extent necessary for the purposes of this Agreement, to any transferee any Confidential Information of Fujitsu Services which relates to the performance of the Services by Fujitsu Services. In such circumstances Post Office shall authorise the transferee to use such Confidential Information only for purposes relating to the performance of the Services and for no other purposes and, for the avoidance of doubt, the transferee shall be bound by the confidentiality undertaking contained herein in relation to such Confidential Information.

58.5 The consent referred to in Clause 58.2 and any approval which may be granted in respect of additional or substitute sub-contractors pursuant to Clause 58.2 is provided, and shall be granted (as the case may be), on the understanding that Fujitsu Services shall keep Post Office informed of the general nature and scope of the work to be sub-contracted and the duration of the relevant sub-contracts (such information to be recorded in Schedule C2) and shall consult with Post Office prior to amending or supplementing such arrangements or commitments and shall take account of all reasonable requests and comments that Post Office shall make in connection therewith.

58.6 Fujitsu Services shall procure that the Subcontract agreement with Ingenico for the Payment and Banking Service shall contain the following terms:

58.6.1 such Subcontract may, subject to 48.6.3, be novated to Post Office or its nominee at any time, and provided that Post Office remains in ultimate ownership of the Crown at the time of novation, and the terms of such novation shall provide that the Subcontract is amended following novation such that:

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(a) the Subcontract is capable of extension at the option of the entity to whom the Subcontract has been novated for up to two (2) periods of one (1) year each;
(b) on the extension dates, the service charges (but not transaction charges) under the Subcontract shall be increased by the annual percentage increase in the Retail Prices Index during the previous twelve (12) months;
(c) Ingenico shall cooperate, acting reasonably and in good faith, with the entity to whom the Subcontract has been novated to carry out any necessary integrations to new systems required as a result of the novation; and
(d) any additional required integration will be agreed between the parties through the change control procedure; and
(e) terms equivalent to clauses 20.1 and 30.21.2.

58.6.2 Further, Fujitsu Services shall not make any material amendment or variation to its subcontract in respect of the Payment and Banking Services with its Subcontractor Ingenico (including any amendments to the charges and fees payable thereunder, the term, the licences of intellectual property, applicable service levels or the provisions mandated by this clause) without the prior written consent of Post Office.

58.6.3 Where Post Office wish for the Fujitsu Services' Subcontract agreement with Ingenico for the Payment and Banking Service to be novated to a Post Office nominee, Post Office shall provide details of the Post Office nominee as soon as reasonably practical. Where there are Grounds for Rejection which gives rise to a legitimate commercial reason for Fujitsu Services' Subcontractor, Ingenico, not wanting to contract with the Post Office nominee, Fujitsu Services shall promptly notify Post Office of these and shall provide reasonable evidence to support such Grounds for Rejection. Fujitsu Services shall procure that its Subcontractor, Ingenico, shall in good faith enter into discussions with Post Office to attempt to resolve any such Grounds for Rejection. Where Fujitsu Services' Subcontractor, Ingenico, does not provide approval to Fujitsu Services' Subcontract agreement with Ingenico for the Payment and Banking Service being novated to the Post Office nominee, such Subcontract will instead be novated to Post Office. For the purpose of this clause 13.3, "Grounds for Rejection" shall mean the following:

(a) the Post Office nominee has a credit rating of less than BBB as classified by Standard & Poor's or an equivalent rating by another comparable credit rating agency;
(b) the Post Office nominee has committed fraudulent behaviour, criminal activity, or breach of a regulator's requirement;
(c) the Post Office nominee is subject to any trade, economic or financial sanction or embargos;
(d) integration of Fujitsu Services' Subcontractor, Ingenico, into the Post Office nominee would give rise to a security and/or data protection risk to Fujitsu Services' Subcontractor, Ingenico;
(e) the Post Office nominee provides services similar to the Services in competition with Fujitsu Services' Subcontractor, Ingenico;
(f) the Post Office nominee is involved in or has been involved in litigations with Fujitsu Services' Subcontractor, Ingenico, or a member of its group;
(g) contracting with the Post Office nominee would have a negative tax impact on Fujitsu Services' Subcontractor, Ingenico; and/or

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(h) the Post Office nominee presents an actual or anticipated adverse impact or risk to the Fujitsu Services' Subcontractor, Ingenico's: (i) ability to perform its business; (ii) market value; (iii) reputation, (iv) operational security; or (v) ability to service new or existing customers.

59. **Non-Solicitation**

59.1 Subject to Clause 48.4.3, neither Party shall during the currency of the Agreement or for a period of six months thereafter without the written permission of the other (not to be unreasonably withheld) either on its own account or for any other person, firm or undertaking either directly or indirectly knowingly solicit or entice away from the other (the "Previous Employer") any Key Individual who is then or shall have been in the previous three months either:

59.1.1 an employee of the Previous Employer; or

59.1.2 engaged by the Previous Employer as a contractor performing the services of such an employee.

59.2 In the event that such Key Individual is employed or engaged by the other Party with the agreement of the other Party (such agreement to include without limitation agreed transfer of work and associated staff between the Parties during the term of the Agreement) or after redundancy from the Previous Employer, the Previous Employer shall not (unless agreed otherwise) be paid any sum by the other Party by way of compensation.

59.3 If either Party is in breach of this condition that Party will pay to the other Party by way of liquidated damages and not by way of penalty the Solicitation Fee.

59.4 Nothing in this Clause 59 is intended to prevent or frustrate the right of any individual to seek employment as he thinks fit.

60. **Force Majeure**

60.1 For the purposes of this Agreement the expression "Force Majeure" shall mean any cause affecting the performance by a Party hereto of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) (i) Governmental Regulations (subject to Clause 60.7), (ii) fire, (iii) flood, or (iv) any disaster or an industrial dispute affecting a third party. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected Party, its agents or employees, and only if a substitute third party is not reasonably available (having regard, without limitation, to the cost and quality of such substitute) to perform the affected obligation. In no event shall any fraudulent act or omission by any third party or Party in relation to the Services for which Fujitsu Services is liable under Clause 43.1 constitute a Force Majeure event.

60.2 Neither Party hereto shall in any circumstances be liable to the other Party hereto for any loss of any kind whatsoever including but not limited to any damages or abatement of

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Charges whether directly or indirectly caused to or incurred by the other Party by reason of any failure or delay in the performance of its obligations under this Agreement which is due to Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations under this Agreement for the duration of such Force Majeure event. In the case of any such failure or delay on the part of Fujitsu Services, the Parties shall agree an orderly process for such continuation or resumption of performance (such consent not to be unreasonably withheld or delayed), and Fujitsu Services shall comply with such process. Fujitsu Services shall remain liable to perform the Business Continuity Services, save where such Business Continuity Services are themselves also affected by Force Majeure, in which case Fujitsu Services shall be required to use all reasonable endeavours to perform such Business Continuity Services.

60.3 If Fujitsu Services shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify Post Office within one Working Day and shall inform Post Office of the period which it is estimated that such failure or delay shall continue. If Post Office shall become aware of circumstances of Force Majeure which give rise to any such failure or delay on its part, it shall forthwith notify Fujitsu Services within one Working Day and shall inform Fujitsu Services of the period which it is estimated that such failure or delay shall continue.

60.4 It is expressly agreed that any failure by Fujitsu Services to perform, or any delay by Fujitsu Services in performing, its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which Fujitsu Services shall have entered into any contract, supply arrangement or sub-contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure and there is no substitute person, firm or company reasonably available (having regard, without limitation, to the cost and quality of such substitute) to perform the affected obligation.

60.5 If any Force Majeure event prevents any Party from performing its obligations hereunder for a period in excess of 90 consecutive days, Post Office may after consulting with Fujitsu Services and taking into account Fujitsu Services' views, terminate this Agreement in accordance with Clause 47.1.5.

60.6 Extension of Time

If the performance of this Agreement by either Party is delayed by reason of any Force Majeure event (as defined in Clause 60.1), both Parties shall be entitled to a reasonable extension of time subject to there being no entitlement to any additional costs or expenses incurred as a result of the delay. The Party so delayed shall notify the other Party in writing within one Working Day of becoming aware of the Force Majeure event.

60.7 Political Risk

Notwithstanding the provisions of Clauses 60.1 to 60.5, a change of, or new, Governmental Regulation:

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60.7.1 shall not entitle Post Office to terminate this Agreement under Clause 60.5, and any such purported termination shall be treated as a termination for convenience in accordance with Clause 47.7; and

60.7.2 shall not require Fujitsu Services to perform any additional obligations, or any reduced or modified obligations resulting in increased cost to Fujitsu Services, without its agreement in accordance with the Change Control Procedure.

61. Confidentiality

61.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 (where relevant) to any Confidential Information Fujitsu Services acknowledges that any Confidential Information (other than its own Confidential Information) obtained from or relating to Post Office, or its servants or agents, is the property of Post Office.

61.2 Each Party agrees to keep confidential, and not to disclose to anyone else, Confidential Information.

Notwithstanding the above, any Party may disclose Confidential Information:

61.2.1 if and to the extent required by law;

61.2.2 if and to the extent that the other Party has given prior written consent to the disclosure;

61.2.3 to its professional advisers;

61.2.4 to the extent requested by H.M. Government;

61.2.5 if and to the extent that the Confidential Information is in the public domain or falls into the public domain without breach of any applicable confidentiality obligation (including this Clause);

61.2.6 to Royal Mail Group;

61.2.7 to Fujitsu Services Holdings Plc, Fujitsu Services Limited or its Parent Companies;

61.2.8 to Fujitsu Services' approved sub contractors as listed in Schedule C2;

61.2.9 if and to the extent reasonably necessary to be disclosed for the purpose of arranging and maintaining funding generally for Fujitsu Services Holdings Plc or Fujitsu Services;

61.2.10 which is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;

61.2.11 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

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61.2.12 which is independently developed without access to the Confidential Information;

61.2.13 as may be required or permitted by paragraph 2.9 of Schedule A4;

61.2.14 if and to the extent permitted under paragraphs 5.5 or 6.5 of Schedule D6 (as applicable), to any bona fide potential sub-contractor or replacement provider (as applicable) for the purposes of Competitive Tendering;

61.2.15 to a person listed in a CCD if and to the extent that person is an approval authority for or otherwise permitted access under the relevant CCD to the relevant Confidential Information; or

61.2.16 subject to, and in accordance with, paragraph 10 of Schedule B1.2, to any member of the SIP.

61.3 From the date of signature of CCN 1400, notwithstanding any other provision of this Agreement, Post Office shall be entitled to use Confidential Information and disclose Confidential Information to:

(i) bona fide potential Next Suppliers to the extent that such disclosure is reasonably required to comply with the Public Contracts Regulations 2006 (in particular without limitation Regulation 4(3) of the Public Contracts Regulations 2006) to enable any bona fide potential Next Suppliers to prepare a reasonably detailed tender proposal to Post Office and carry out due diligence; and/or

(ii) Next Suppliers to the extent such disclosure is reasonably required to effect transition and implementation,

61.4 Post Office shall ensure that prior to any Confidential Information being disclosed to any such bona fide potential Next Suppliers and/or Next Suppliers, such potential bona fide potential Next Suppliers and/or Next Suppliers shall enter into an Agreed Form NDA and shall immediately inform Fujitsu Services if it has reason to believe that the bona fide potential Next Suppliers and/or Next Suppliers is in breach of the undertakings contained in that confidentiality agreement.The Parties hereby agree that (other than as required by law):

61.4.1 each Party (and any person employed or engaged by it in connection with this Agreement in the course of such employment or engagement) shall only use Confidential Information of the other Party for the purposes of this Agreement;

61.4.2 each Party receiving Confidential Information from the other Party shall take all necessary precautions to ensure that no Confidential Information of the other Party is used other than for the purposes of this Agreement by the receiving Party's employees, servants, agents or sub-contractors including, without limitation, obtaining from any such agent or sub-contractor a signed confidentiality undertaking on substantially the same terms as are contained in this Clause; and

61.4.3 without prejudice to the generality of the foregoing:

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(a) neither Fujitsu Services nor any person engaged by Fujitsu Services (whether as an employee, consultant or otherwise) shall use the Confidential Information of Post Office for the solicitation of business from any third party or away from Post Office; and

(b) Post Office may discharge the obligation imposed on it by Clause 61.4.2 to obtain signed confidentiality undertakings, in so far as such Clause relates to individuals who are provided to the Post Office to perform the tasks of Post Office employees under a framework resource agreement ("Framework Agreement") with a third party (such individuals being referred to in this Clause as "Contractors") by including within such Framework Agreement:

(i) an obligation of confidentiality in respect of Fujitsu Services' Confidential Information which shall be binding on such third party and each Contractor and continue in effect until at least three years after the Framework Agreement is terminated or expires; and

(ii) a provision requiring all of Fujitsu Services' Confidential Information held by each Contractor in tangible form to be returned to the Post Office, and all such information held in electronic form to be irretrievably deleted or destroyed, on termination or expiry of that Contractor's assignment.

61.5 In the event that Confidential Information is disclosed by any Party to its professional advisers, that Party shall procure that its professional advisers comply with the restrictions contained in this Clause, *mutatis mutandis*.

61.6 Nothing in this Clause 61 shall restrict the Post Office from using, or disclosing to a third party for use on its behalf, documents or materials (including, without limitation, project plans and documentation, architecture and design documents, requirements statements, specifications and other preparatory materials) in which it owns, or has the right to grant a licence to a third party of, any Intellectual Property Rights pursuant to this Agreement, provided that:

61.6.1 it shall not disclose to a third party any parts of such documents that contain the prices, pricing methodologies or trade secrets of Fujitsu Services; and

61.6.2 it shall not disclose any Listed Documentation, Fujitsu Developed Documentation, Fujitsu Background IPR or Third Party Items (excluding any Third Party Items, the Intellectual Property Rights in which are required to be assigned to Post Office pursuant to Clause 29) to any third party unless it has entered into a confidentiality agreement with that third party which:

(a) is enforceable against that third party by Fujitsu Services;

(b) provides Fujitsu Services with no less favourable protections than this Clause 61; and

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(c) restricts the use and (if applicable) modification of that Listed Documentation, Fujitsu Developed Documentation, Fujitsu Background IPR or Third Party Item by that third party to that contemplated by Clause 30.

This Clause 61.6 shall not apply in respect of Horizon Design Documentation, the permitted use and disclosure of which shall be governed by Clause 30.15.

61.7 Nothing in this Clause 61 shall prevent Fujitsu Services or Post Office from using data-processing techniques, ideas and know-how gained during the performance of this Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by Post Office or Fujitsu Services of any Intellectual Property Right.

62. **Remedies Cumulative**

Except as otherwise expressly provided in this Agreement, all remedies available to Fujitsu Services or to Post Office for breach of this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

63. **Discrimination**

63.1 Fujitsu Services shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, regulation or other similar instrument relating to discrimination (whether in relation to race, gender, religion or otherwise) in employment.

63.2 Fujitsu Services shall take all reasonable steps to ensure the observance of the provisions of Clause 63.1 by all employees, agents and consultants of Fujitsu Services and all sub-contractors.

64. **Export**

For the purpose of this Agreement only, Post Office confirms that no hardware, software or documentation provided to Post Office pursuant to this Agreement nor their direct product(s) will be exported by Post Office unless in accordance with any appropriate UK Government export licensing controls.

65. **VAT**

All sums payable under this Agreement are stated exclusive of VAT. Where VAT is properly chargeable by either Party in respect of any taxable supply, the other Party shall pay to the first-mentioned Party an amount equal to the amount of any VAT chargeable in respect of the supply in question (subject to the production by the first-mentioned Party of a valid tax invoice giving the requisite details of the taxable supply).

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66. **Guarantee**

66.1 Fujitsu Services undertakes that its obligations hereunder during the period up to and including 31st March 2023 are and will continue to be effectively guaranteed by the Fujitsu Guarantees until 31st March 2023.

66.2 If, at any time, the Guarantor provides a deed of amendment to the Fujitsu Guarantee to amend it so that Fujitsu Services' obligations hereunder during the period up to and including 31st March 2023 (but not obligations during the period after 31st March 2023) are guaranteed, without further amendment to the Fujitsu Guarantee, then Post Office shall execute such deed of amendment.

66.3 Breach of Clause 66.1 shall constitute a Default not capable of remedy.

67. **Interpretation**

67.1 As used in this Agreement:

67.1.1 the terms and expressions set out in Schedule 1 shall have the meanings ascribed therein;

67.1.2 the masculine includes the feminine and the neuter;

67.1.3 the singular includes the plural and *vice versa;* and

67.1.4 unless stated otherwise or the context requires otherwise, any reference within any Schedule, CCD or CRD to an Annex, Attachment, Section or Paragraph is to the relevant annex, attachment, section or paragraph of that Schedule, CCD or CRD.

67.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof. The preceding sentence shall be without prejudice to any rights under Clause 60.7 and any rights Fujitsu Services may have under Schedule A4 to charge Post Office for the cost of compliance with any such subsequent statute, enactment, order, regulation or instrument or subsequent re-enactment thereof.

67.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

67.4 References in this Agreement to Clauses, Annexes and Schedules are, unless otherwise provided, references to the clauses of, and annexes and schedules to, this Agreement (and the Schedules and Annexes form part of this Agreement). References to CCDs and CRDs are to the documents agreed as such from time to time.

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67.5 Subject to Clauses 67.6 and 67.7, in the event and to the extent only of any conflict or inconsistency between provisions of this Agreement, the following order of precedence shall apply:

(a) the Clauses and Schedule 1;

(b) all other Schedules (other than Schedules B6.1, B6.2 and B6.3) and the Solution Architecture;

(c) CCDs (other than the Solution Architecture);

(d) Work Orders and CRDs; and

(e) Schedules B6.1, B6.2 and B6.3.

67.6 Notwithstanding any reference in this Agreement to either Party complying with Working Documents, Working Documents shall not affect or introduce any contractual obligations between the Parties.

67.7 To the extent that:

67.7.1 a Work Order purports:

(a) to describe the terms on which a particular Work Package will be performed it shall govern the terms on which the particular Work Package will be performed and shall take precedence over any provision of this Agreement in conflict with those terms; or

(b) purports to make other amendments to the terms of this Agreement it shall have the precedence priority stated in Clause 67.5, or

67.7.2 a CCN purports to describe terms on which changes to this Agreement specified in that CCN will be made, or terms ancillary to those changes, it shall govern the terms on which those changes will be made and shall take precedence over any provision of this Agreement in conflict with those terms.

67.8 The Recitals are not legally binding, but are intended as a guide to the history, interpretation and construction of this Agreement.

67.9 References in CCDs and CRDs to items, services or matters affected by subsequent agreements between the Parties shall be construed to reflect most appropriately the effect of such subsequent agreements.

68. **Amendments to Clauses, Schedules and Annexes of this Agreement and CCDs**

Unless expressly provided otherwise in the provisions of this Agreement, the provisions of this Agreement shall only be amended in accordance with the Change Control Procedure.

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69. **Severability**

If any of the provisions of this Agreement is judged to be invalid, illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced but such provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.

70. **Dispute Resolution Procedure**

Any dispute arising out of or in connection with this Agreement shall be resolved in accordance with the procedure set out in Annex 2 to Schedule A2.

71. **Law and Jurisdiction**

71.1 Without prejudice to Clause 70, this Agreement shall be governed by and shall be interpreted in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English Courts.

71.2 This Agreement is binding on Post Office and its successors and permitted assignees and on Fujitsu Services and its successors and permitted assignees.

72. **Entire Agreement**

72.1 This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter of this Agreement.

72.2 Each of the Parties acknowledges and agrees that:

72.2.1 in entering into this Agreement and CCN1200 it has not relied on and shall have no remedy (except in the case of fraud) in respect of any statement, representation, warranty, promise or assurance, whether or not in writing, and whether or not negligent, given or made by any person (whether party to this Agreement or not) other than as expressly set out in this Agreement or in CCN1200; and

72.2.2 the only remedy available to it for breach of any of the provisions of this Agreement or CCN1200 shall be for breach of contract under the terms of this Agreement and CCN1200.

73. **Revising the Agreement to reflect matters agreed in CCNs**

The Parties agree that:

73.1.1 the CCNs listed in section 3.1/Part A of the CCN List are no longer relevant to this Agreement and have no effect;

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73.1.2 to the extent that amendments were required to the provisions of the Clauses and Schedules of this Agreement in order to reflect the matters agreed in the CCNs listed in section 3.2/Part B of the CCN List those amendments have been made. Such CCNs have accordingly been superseded by this Agreement to that extent but this shall be without prejudice to the application of such CCNs to matters other than the Clauses and Schedules of this Agreement (including, without limitation, their application to, or the introduction of, CCDs or CRDs and/or to any charges or credits specified in such CCNs which are due or which shall become due to be paid or allowed); and

73.1.3 the provisions of the CCNs listed in section 3.3/Part C of CCN List (including any provisions set out in any attachments to those CCNs) have not been reflected by amendment to this Agreement and accordingly shall remain in effect insofar as applicable.

74. **Removed by CCN1672a**

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75. **TUPE**

75.1 In the event that it is anticipated that the Transfer Regulations will apply on the commencement of the POLSAP Services so that employees of Post Office, its agents or contractors shall transfer to Fujitsu Services or its sub-contractors, either directly from Post Office or from one of its agents or contractors, clauses 75.2 - 75.5 will apply.

75.2 No later than three months prior to the intended transfer, Post Office shall, or shall use reasonable endeavours to procure that its agents or contractors shall, at the request of Fujitsu Services provide Fujitsu Services a list providing details of the terms of employment of all personnel who are then employed wholly or mainly (at least 51 per cent. of their working time or as otherwise agreed by the parties) in the performance of the relevant services as reasonably required by Fujitsu Services, save that nothing in this Clause 75.2 shall have the effect of requiring Post Office to produce information in breach of the Data Protection Act 1998 or in breach of any express duty of confidentiality which Post Office or its agents or contractors may owe to their respective personnel. In such circumstances, Post Office shall use its reasonable endeavours to obtain appropriate consent for the release of such information.

75.3 Post Office shall fully indemnify Fujitsu Services (on its own behalf and on behalf of any sub-contractor) from and against:

75.3.1 any and all liabilities which Fujitsu Services or any sub-contractor incurs in connection with or as a result of any claim or demand whatsoever by any employee or former employee of Post Office or its agents or contractors in respect of his employment with Post Office or such agent or contractor and/or its termination save to the extent such claim or demand:

(A) both (i) is made by an employee identified within the relevant employment details referred to in Clause 75.2 as transferring pursuant to the Transfer

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Regulations and (ii) relates to employer's liabilities arising in relation to that employee's service after the said transfer of employment which are disclosed in writing to Fujitsu Services and/or any of its sub-contractors prior to the said transfer or relates to the employee's termination after the said transfer; or

(B) is made by an employee who is not identified within the relevant employment details referred to in clause 75.2 and such termination occurs after the period set out in clause 75.5; and

75.3.2 any costs, liabilities, awards, decisions, losses and expenses (including reasonable legal fees) arising out of or in connection with any failure by Post Office or any of its agents or contractors to comply with its or their obligations under Regulation 13 of the Transfer Regulations save to the extent such failure is attributable to the failure of Fujitsu Services to comply with its obligations under the same Regulation.

75.4 In the event that the Transfer Regulations apply on the commencement of the POLSAP Services, Fujitsu Services shall indemnify Post Office (on its own behalf and on behalf of its agents and contractors) against:

75.4.1 any costs, liabilities, awards, decisions, losses and expenses (including reasonable legal fees) arising out of or in connection with any failure by Fujitsu Services or its sub-contractors to comply with its obligations under Regulation 13 of the Transfer Regulations;

75.4.2 any costs, liabilities, awards, decisions, losses and expenses (including reasonable legal fees) arising out of or in connection with any change in the terms and conditions of employment of the employees identified within the relevant employment details referred to in Clause 75.2 made by Fujitsu Services or its sub-contractors on or after the transfer date or any change in the terms and conditions of the employment of the employees identified within the relevant employment details referred to in Clause 75.2 proposed by Fujitsu Services or its sub-contractors and whether before, on or after the transfer date but only to the extent in each case such change or proposed change in the terms and conditions of employment constitutes a repudiatory breach of the relevant employee's contract of employment or involves a substantial change in his working conditions to his material detriment; and

75.4.3 any costs, liabilities, awards, decisions, losses and expenses (including reasonable legal fees) arising out of or in connection with any act or omission of Fujitsu Services or its sub-contractors in respect of the employment or termination of employment of the employees identified within the relevant employment details referred to in Clause 75.2 on or after the date of transfer of the relevant employee's employment.

75.5 If the contract of employment of any individual who is not a listed transferring employee under Clause 75.2 shall have effect on and after the transfer date as if originally made between Fujitsu Services or any of its sub-contractors and the individual concerned as a

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result of the provisions of the Transfer Regulations and/or any judicial decision interpreting the same:

75.5.1 the Party first informed of it shall notify the other within ten (10) business days after becoming aware of the same;

75.5.2 if Fujitsu Services, upon becoming aware or being notified of the same, decides that it does not wish to employ such an individual, Fujitsu Services shall, within ten (10) business days of such date, notify Post Office of this in writing;

75.5.3 if Fujitsu Services so notifies Post Office under Clause 75.5.2, Post Office shall be entitled to make an offer of re-employment or re-engagement to any such individual within ten (10) business days of the date of receipt of such notification;

75.5.4 Post Office shall notify Fujitsu Services in writing of any offer of re-employment or re-engagement which is made and any such offer which is accepted by any such individual; and

75.5.5 if any such offer of re-employment or re-engagement by Post Office is either not made to such individual in accordance with Clause 75.5.3 or is not accepted by such individual within fifteen (15) business days of the date of notification under Clause 75.5.2, Fujitsu Services may terminate his contract of employment at any time not later than twenty (20) business days after the date of notification under Clause 75.5.2.

75.6 As soon as possible following any notice of termination being given, or any termination without notice, of all or part of the relevant services under this Agreement and no later than six months prior to the expiry of an Expiring Service pursuant to Clause 46.3 and 46.4 or to the expiry of this Agreement at the end of the term set out in Clause 46.1, Fujitsu Services shall at the request of Post Office provide to Post Office (or to Post Office and the Next Supplier nominated by Post Office) a list providing details of the terms of employment of all Fujitsu Personnel who are then employed wholly or mainly (at least 51 per cent. of their working time or as otherwise agreed by the parties) in the performance of the relevant services under this Agreement as reasonably required by Post Office, save that nothing in this Clause 75.6 shall have the effect of requiring Fujitsu Services to produce information in breach of the Data Protection Act 1998 or in breach of any express duty of confidentiality which Fujitsu Services or its sub-contractors may owe to the Fujitsu Personnel. In such circumstances, Fujitsu Services shall use its reasonable endeavours to obtain appropriate consent for the release of such information.

75.6A Where the Parties envisage a change in the scope of the Operational Services or part thereof (the "Relevant Services") Post Office may (without prejudice to Post Office's right to request information pursuant to any other provision of this Agreement or pursuant to a relevant legal obligation) request a Work Package from Fujitsu Services (agreement to which shall not be unreasonably withheld or delayed) in relation to the supply, of aggregate employee information of Fujitsu Personnel which may include pay, benefits, pensions age, notice period, length of service, location and severance costs) who are, at the time of the request wholly or mainly assigned (at least 51 per cent of their working

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time or as otherwise agreed by the parties) in the performance of the Relevant Services under this Agreement.

75.7 Fujitsu Services shall fully indemnify Post Office (on its own behalf and on behalf of any Next Supplier) from and against:

75.7.1 any and all liabilities which Post Office or any Next Supplier incurs in connection with or as a result of any claim or demand whatsoever by any employee or former employee of Fujitsu Services or of any of Fujitsu Services' sub-contractors or agents in respect of his employment with Fujitsu Services or such sub-contractor or agent and/or its termination save to the extent such claim or demand:

(A) both (i) is made by an employee identified within the relevant employment details referred to in Clause 75.6 as transferring pursuant to the Transfer Regulations and (ii) relates to employer's liabilities arising in relation to that employee's service after the said transfer of employment which are disclosed in writing to Post Office and/or the Next Supplier prior to the said transfer or relates to the employee's termination after the said transfer; or

(B) is made by an employee who is not identified within the relevant employment details referred to in Clause 75.6 and such termination occurs after the period set out in clause 75.9.

75.7.2 any costs, liabilities, awards, decisions, losses and expenses (including reasonable legal fees) arising out of or in connection with any failure by Fujitsu Services or any of its sub-contractors or agents to comply with its or their obligations under Regulation 13 of the Transfer Regulations save to the extent such failure is attributable to the failure of Post Office or a Next Supplier to comply with its obligations under the same Regulation.

75.8 In the event that the Transfer Regulations apply on any termination (with or without notice) or expiry of all or part of the relevant services under this Agreement , Post Office shall indemnify Fujitsu Services (on its own behalf and on behalf of its sub-contractors and agents) against:

75.8.1 any costs, liabilities, awards, decisions, losses and expenses (including reasonable legal fees) arising out of or in connection with any failure by Post Office or any Next Supplier to comply with its obligations under Regulation 13 of the Transfer Regulations;

75.8.2 any costs, liabilities, awards, decisions, losses and expenses (including reasonable legal fees) arising out of or in connection with any change in the terms and conditions of employment of the employees identified within the relevant employment details referred to in Clause 75.6 made by Post Office or a Next Supplier on or after the transfer date or any change in the terms and conditions of the employment of the employees identified within the relevant employment details referred to in Clause 75.6 proposed by the Post Office or a Next Supplier and whether before, on or after the transfer date but only to the extent in each case such change or proposed change in the terms and conditions of

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employment constitutes a repudiatory breach of the relevant employee's contract of employment or involves a substantial change in his working conditions to his material detriment; and

75.8.3 any costs, liabilities, awards, decisions, losses and expenses (including reasonable legal fees) arising out of or in connection with any act or omission of Post Office or any Next Supplier in respect of the employment or termination of employment of the employees identified within the relevant employment details referred to in Clause 75.6 on or after the date of transfer of the relevant employee's employment. The indemnity referred to in this Clause 75.8.3 shall not apply in relation to any Worker who makes or brings a claim, demand or action referred to in this Clause 75.8.3 to the extent that Fujitsu Services has failed to comply with its obligation under Clause 48.4.3 in respect of such Worker.

75.9 If the contract of employment of any individual who is not a listed transferring employee under Clause 75.6 shall have effect on and after the transfer date as if originally made between Post Office or any Next Supplier and the individual concerned as a result of the provisions of the Transfer Regulations and/or any judicial decision interpreting the same:

75.9.1 the Party first informed of it shall notify the other within ten (10) business days after becoming aware of the same;

75.9.2 if Post Office, upon becoming aware or being notified of the same, decides that it does not wish to employ such an individual, Post Office shall, within ten (10) business days of such date, notify Fujitsu Services of this in writing;

75.9.3 if Post Office so notifies Fujitsu Services under Clause 75.9.2, Fujitsu Services shall be entitled to make an offer of re-employment or re-engagement to any such individual within ten (10) business days of the date of such notification;

75.9.4 Fujitsu Services shall notify Post Office in writing of any offer of re-employment or re-engagement which is made and any such offer which is accepted by any such individual; and

75.9.5 if any such offer of re-employment or re-engagement by Fujitsu Services is either not made to such individual in accordance with Clause 75.9.3 or is not accepted by such individual within fifteen (15) business days of the date of notification under Clause 75.9.2, Post Office may terminate his contract of employment at any time not later than twenty (20) business days after the date of notification under Clause 75.9.2.

75.10 Fujitsu Services agrees that it shall promptly provide to Post Office and/or such other person(s) as Post Office may nominate upon request at any time (though in any event no more than twice in any 12 month period) an up-to-date list of all Fujitsu Personnel who are then employed in the performance of the relevant services under this Agreement at least 33 per cent. of their working time. Where information is provided in advance of a likely transfer of employment in accordance with Clause 75.6, Fujitsu Services agrees that it shall promptly provide to Post Office and/or such other person(s) as Post Office may nominate updated information in the event of a change in the data set out therein

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between the date on which the information was provided under Clause 75.6 and the transfer date.

75.11 Fujitsu Services further warrants and undertakes that during the six months prior to the transfer date or during any period of notice to terminate this Agreement or the provision of part or all of the relevant services under this Agreement given by either Party or any period during which Fujitsu Services contemplates or anticipates giving such notice or terminating part or all of this Agreement or the Service provision (whether lawfully or otherwise), Fujitsu Services shall not, and shall procure that its employees and workers and sub-contractors (as applicable) shall not, other than with Post Office's prior written consent or in the ordinary course of Fujitsu Services' business:

(A) increase or amend any salary, emolument, fee or contractual benefit or entitlement provided to or afforded to any Fujitsu Personnel;

(B) vary the terms and conditions of employment of any Fujitsu Personnel;

(C) increase the proportion of working time spent on the relevant services under this Agreement by any employees or Fujitsu Personnel;

(D) employ any person or assign any other existing employees or workers to the provision of all or part of the relevant services under this Agreement so that they become Fujitsu Personnel; or

(E) replace or remove or terminate or give notice to terminate the employment of any Fujitsu Personnel.

75.12 For the avoidance of doubt, Fujitsu Services shall indemnify Post Office (on its own behalf and on behalf of any Next Supplier) from and against all and any costs, liabilities, awards, decisions, losses and expenses (including reasonable legal fees) arising from any employees employed in the normal course of their employment, wholly or principally outside the UK in the provision of all or part of the relevant services under this Agreement (the "Overseas Personnel") transferring or alleging that they have or will transfer to the employment of (or any liabilities in respect of them will transfer to) Post Office and/or any Next Supplier on any termination or partial termination, expiry or partial expiry of the relevant services provided under this Agreement and all and any related claims including, without limitation, any failure to inform and consult in connection with such a transfer and/or any termination of employment of such Overseas Personnel.

75.13 In the event of any claim or demand being made or action brought to which Clauses 75.3, 75.4, 75.7, 75.8 apply, the indemnified Party shall promptly notify the indemnifying Party of such claim, demand or action. The indemnifying Party shall at its own expense conduct all negotiations for settlement of the same and any legal proceedings that may arise therefrom. The indemnified Party shall, and shall use reasonable endeavours to procure that its suppliers, contractors, sub-contractors, agents and employees (as the case may be) shall, at the request of the indemnifying Party, afford all reasonable assistance for the purpose of contesting any such claim, demand or action. The indemnifying Party shall promptly reimburse any reasonable expense incurred by the indemnified Party in so doing. The indemnified Party shall not make any admissions which may be prejudicial to the defence of any such claim, demand or action.

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75.14 Not Used **and the termination of employment of such OBCS Transferring Employees.**

75.15 This Clause 75.15 shall only apply to those Services (excluding any Expiring Services) which continue to be provided by Fujitsu Services after 1st April 2017. Notwithstanding any other provision in this Agreement, in the event that a contract of employment of any Fujitsu Personnel wholly or mainly assigned (other than on a temporary basis) at the date of expiry or termination of the relevant service in the provision of the Services (excluding any Expiring Services) ("In-Scope Employees") does not transfer to Post Office or the Next Supplier on the termination or expiry of any element of the Services (excluding any Expiring Services) as a result of the provisions of the Transfer Regulations and/or any judicial decision interpreting the same (a "Non-Transferring In-Scope Employee") then:

75.15.1 the Party first aware of it shall notify the other within ten (10) business days after becoming aware of the same;

75.15.2 if Fujitsu Services, upon becoming aware or being notified of the same, decides that it does not wish to employ such an individual, Fujitsu Services shall, within ten (10) business days of such date, notify Post Office of this in writing;

75.15.3 if Fujitsu Services so notifies Post Office under Clause 75.15.2, Post Office shall be entitled to, or use reasonable endeavours to procure that a Next Supplier shall, make an offer of employment or engagement to any such individual within ten (10) business days of the date of such notification;

75.15.4 Post Office shall notify Fujitsu Services in writing of any offer of employment or engagement which is made and any such offer which is refused or accepted by any such individual;

75.15.5 if any such offer of employment or engagement by Post Office or a Next Supplier is either not made to such individual in accordance with Clause 75.15.3 or is not accepted by such individual within fifteen (15) business days of the date of notification under Clause 75.15.2, Fujitsu Services may give notice to terminate his contract of employment at any time not later than thirty (30) business days after the date of notification under Clause 75.15.2; and

75.15.6 provided that Fujitsu Services acts in accordance with this Clause 75.15 or in such other way as may be agreed between Fujitsu Services and Post Office, Post Office shall indemnify and keep indemnified Fujitsu Services against all costs, liabilities, awards, decisions, losses and expenses (including reasonable legal fees) reasonably incurred arising out of the termination of employment of such Non-Transferring In-Scope Employees, including payment in lieu of notice, following the termination or expiry of any element of the Services (excluding any Expiring Services) provided that Fujitsu Services takes reasonable steps to mitigate such exposure.

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For the avoidance of doubt, any employee who objects to the transfer of their employment in accordance with regulation 4(7) of the Transfer Regulations shall not be a Non-Transferring In-Scope Employee.

The total payments made under the indemnity in Clause 75.15.6 shall be capped at £3,000,000 (three million pounds) in respect of the period to 31st March 2023. With effect from 1st April 2023, such cap shall be increased to £4,500,000 (four million and five hundred thousand pounds). In each case this cap shall exclude any costs of employing the Non-Transferring In-Scope Employees during the period in which Fujitsu Services has the benefit of their services.

76 **Fujitsu Global Cloud**

76.1 Where the Fujitsu Global Cloud Service is used in the provision of services then it shall be subject to:

76.1.1 Schedule I4 (K5 Cloud Services) where the Post Office does not have direct access to the K5 Cloud Platform; or

76.1.2. The K5 standard terms and conditions where Post Office does not have direct access to the K5 Cloud Platform

76.1.3. .(in respect of Microsoft software used in the cloud) the "Microsoft Software End User License Agreement which is available directly from Microsoft.

as updated from time to time in accordance with their terms, which together shall be the "Cloud Terms".

76.2 Fujitsu Services shall use reasonable endeavours to notify Post Office Ltd in writing within 30 days of any change to the Cloud Terms

76.3 In the event of any conflict the Cloud Terms shall take priority over the Clauses (and the relevant Schedules) but only in relation to the Fujitsu Global Cloud Service, and any event or consequence directly arising from it.

76.4 The Salesforce Support Service Hosting is, until 23.59 on 31st March 2016, a Fujitsu Global Cloud Service and for the avoidance of doubt the following clauses of the Agreement shall not apply to the Salesforce Support Service Hosting:

- Clause 23 Gainshare and Schedule D3
- Clause 24 Open Book and Schedule D4
- Clause 25 Audit and Schedule D5
- Clause 27 to 32 inclusive
- Clause 34 Intellectual Property Rights Indemnities
- Clause 58 Transfer and Subcontracting

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•Schedule A2 Governance

•Schedule A3 Change Control

•Schedule D6 Market Testing

77 **Belfast Datacentres**

It is noted by both Parties that it has not been possible to conclude the extension to the leases to the Belfast datacentres prior to 16th February 2016. To this end, there remains a risk that the lease extensions will not be concluded and that Fujitsu Services will be required to transition the hosted equipment to a replacement datacentre or alternative service solution agreed by both Parties. In the unlikely event that this risk crystalises such that Fujitsu Services has to exit a datacentre, Fujitsu Services shall not be entitled to charge Post Office its own costs of moving and re-installing the equipment (nor any moving and installing costs relating to Fujitsu Service's Sub-contractors or suppliers). However, Post Office shall (and shall procure its third party suppliers, clients and customers shall) facilitate such a transition (at no additional cost to Fujitsu Services) by:

76.1 arranging and procuring Post Office's third party suppliers, clients and customers shall install and parallel run network connections needed to the existing and new datacentres; and

76.2 participating (and procuring participation by its third party suppliers, clients and customers shall participate) in the planning and implementation for the connection migrations in line with an agreed project plan,

and a let on any relevant Service Levels to enable the movements and/or replacement of the relevant hardware/infrastructure.

78. The terms of Schedule I shall apply as set out therein. Notwithstanding Clause 67.5, In the event of any conflict or inconsistency between the terms of the Clauses (including this Clause 78) and Schedule I, the provisions of Schedule I shall take precedence to the extent of such conflict or inconsistency.

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IN WITNESS WHEREOF this Agreement has been executed on behalf of the Parties as follows:

Signed by	)	
for and on behalf of	)	
POST OFFICE LTD	)	S.J. Sweetman
in the presence of:	)	(signed on 28th July, 1999)

Paul Lam-Po-Tang
Visiting Lawyer
Slaughter and May
35 Basinghall Street
London EC2V 5DB

Signed by	)	
for and on behalf of	)	R. Christou
FUJITSU SERVICES LIMITED	)	(signed on 28th July, 1999)
in the presence of:-	)	

Myles Blewett
Masons
30 Aylesbury Street
London EC1R 0ER

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SCHEDULE 1

INTERPRETATION

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	24/01/07	Baseline copy of 1.5
3.0	06/07/07	Baseline copy of 2.2
4.0	15/04/08	Baseline copy of 3.1
5.0	23/02/09	Baseline copy of 4.4
5.1	13/05/09	Applying changes as per CCN 1258
5.2	12/06/09	Applying changes as per CCN1252a
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	23/12/09	Applying changes as per CCN 1268
6.2	05/01/10	Applying changes as per CCN1272
6.3	24/03/10	Applying changes as per CCN1266b
6.4	30/03/10	Applying changes as per CCN1271c and CCN 1276a
6.5	01/04/10	Applying changes as per CCN1270
7.0	10/05/10	Moving all schedules to v7.0 as agreed with Fujitsu.
8.0	21/02/12	Applying changes in accordance with CCN 1294d, CCN1292, CCN1304b,CCN1306a, CCN1310b
9.0	13/01/14	Applying changes as per CCN1307a, CCN1311b, CCN1320a, CCN1322b and CCN1329a, CCN1342a and CCN1400

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10.0	10/09/15	CCD reference updates, applying changes as per CCN1338, CCN1409a,CCN1410 CCN1411, CCN1414 CCN1415, CCN1418, CCN1419, CCN1421a, CCN1422 and as subsequently amended in this CCN1506 and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN 1423c, 1427, CCN1500a, CCN1512c, CCN1600 and moving all Schedules to V11.0 in accordance with CCN1604
12.0	03/07/2017	Applying changes as per CCN 1601b, CCN1602a, CCN1609d, CCN1614a, CCN1618a, CCN1620c, CCN1621, and moving all Schedules to V12.0
13.0		Updating as per CCN1612b, CCN1616b, CCN1633a, CCN1637b, CCN1638, CCN1640a, CCN1642, CCN1643, CCN 1644a, CCN1645, CCN1647 and moving all Schedules to v13.0
14.0		Updating as per CCN1641c, CCN1649, CCN1652c, CCN1655a, CCN1657d, CCN1658c, CCN1623b, CCN1648b, CCN1669a, CCN1672a, CCN1674a, CCN1678, CCN1700 and moving all Schedules to V14.0
14a	05/05/2022	Amended definition of “Acceptance Point” incorrectly amended on V14 conformance.

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SCHEDULE 1

INTERPRETATION

DEFINITION OF TERMS

Terms having the same meaning which are separated by the word "or" in this Schedule represent alternative versions of equivalent terms and may be used interchangeably

As used in this Agreement, the following terms have the following meanings:

Term	Definition
"105 Band"	has the meaning given to it in paragraph 1.3.5 in Schedule D8;
"108.5 Band"	has the meaning given to it in paragraph 1.3.6 in Schedule D8;
"Acceptance"	means in relation to HNG-X, acceptance of a Service or Release in accordance with the acceptance processes set out in the CCDs referred to in paragraph 5.11 of Schedule B1.1; and means in relation to DDS, in respect of any Sprint Requirement, that the Sprint Functionality meets: (i) its Acceptance Criteria; and (ii) the relevant Definition of Done in accordance with the provisions of paragraph 1.25 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services), and "**Accepted**" shall be construed accordingly;
"Acceptance Criteria"	means, in respect of any Sprint Requirement, the acceptance criteria that shall be applied to the relevant Sprint Functionality;
"Acceptance Point"	means each of the events (or combination of events) designated as acceptance points labelled as follows, all of which were passed as accepted during Project HNG-X; Z1 - HNG-X Acceptance Gateway 1 (Readiness for Router Roll Out); Z2 - HNG-X Acceptance Gateway 3 (Readiness for Live Pilot) and subsequent authorisation for Live Pilot by the RAB; Z3 - HNG-X Acceptance Gateway 4 (Readiness for Branch Migration) and subsequent authorisation for migration by the RAB;
"Acceptance Tests"	means, in respect of any Sprint Requirement, the tests to be run to determine whether the relevant Sprint Functionality complies with the relevant Acceptance Criteria and the expected results of those tests;

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"Account Data"	shall have the meaning set out in PCI DSS;
"Accounting Firm"	has the meaning specified in Clause 30.19.6;
"Acquirer"	means a third party (contracted for by Post Office Ltd.) which facilitates the handling of debit and credit card messages, interfacing between the Payment and Banking Solution and banks, as necessary;
"ACT"	means Automated Credit Transfer;
"Activation"	means the act of configuring the Ingenico Software to enable a PIN Pad at a particular Counter Position to perform PBS Transactions, whether performed as part of the migration to Payment and Banking Service or in respect of a Counter Position added in response to an Operational Business Change procured via the Operational Business Change (Branch Change) Service and shall not include replacements of a faulty Pin Pad;
"Actual Engineering Service Visits"	has the meaning given in 5.12.6 of Schedule D1;
"Actual Spend"	has the meaning as set out in Schedule I
"Additional Benefits"	shall have the meaning given to it in paragraph 4.3.1 of Schedule D3;
"Additional Branch Reporting Business Capability"	means the Additional Branch Reporting Business Capability as specified in paragraph 2.13 of Schedule B3.2;
"Additional Remedy Level" or **"ARL"**	shall have the meaning given to it in paragraph 1.2.3 of Schedule C1;
"Additional Services"	has the meaning as set out in Schedule I
"Admin Positions"	means all (i) automated Counter Positions, (ii) New Style Mobile Configurations, (iii) Old Style Mobile Configurations and (iv) operational sets of Counter Equipment which are not Counter Positions;
"ADSL"	means asynchronous digital subscriber line;
"Affected Service Levels"	shall have the meaning set out in paragraph 4.1 of Schedule C1;
"Agent"	means any person authorised to operate a franchise post office or sub-post office, including without limitation sub-post masters on a non-franchise contract, and franchisees of post offices or sub-post offices;
"Agile Methodology"	means the processes and standards set out in or referred to by paragraph 9 of Schedule I3 (Digital Development Services);

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"Agreed Changes"	means those changes to the Existing Functionality listed in Annex 2 to Schedule B6.1 or subsequently agreed through the HNG-X Programme Requirements Change Control Process;
"Agreed Form Change Work Order"	shall have the meaning given to it in paragraph 4.2.1 of Schedule D2;
"Agreed Form Commercial Terms"	Historic form, replaced by the Agreed Form Change Work Order
"Agreed Form NDA"	means a form of non-disclosure agreement agreed by the Parties from time to time, such agreement by the Parties not to be unreasonably withheld or delayed;
"Agreed Form Terms & Conditions"	means in relation to any Work Order the set of terms and conditions applicable to that Work Order as contained in the CCD entitled "Standard Terms and Conditions for Work Orders" (BP/STD/003);
"Agreed Metrics"	means the metrics referred to in Part 2 of Appendix 4 (*Governance*) of Schedule I3 (Digital Development Services);
"Agreed Monthly Reduction"	means: (a) as at 1st April 2013, the amount of fifteen thousand, five hundred and fifty pounds (£15,550); and (b) on each anniversary of 1st April 2013, means the amount set out in paragraph (a) above as indexed (as an Indexed Charge) in accordance with paragraphs 16.2 and 16.2A of Schedule D1;
"Agreement"	means the Codified Agreement as amended by CCN 1200, including the Schedules thereto, the CCDs and CRDs;
"Agreement Termination Date"	has the meaning specified in Clause 30.19.3;
"Allowed Changes"	shall have the meaning given to it in paragraph 4.2.3 of Schedule B6.1;
"Amendment Date"	means 1 April 2006;
"AP"	means automated payment;
"AP Client Delivery Agreement Change Service"	means the Service referred to in line 6 of Table B of Schedule B3.1;
"AP Client Specification"	means a document describing an APS Client Service Type;

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"APACS"	means the Association for Payment and Clearing Services;
"AP-ADC Facility"	shall have the meaning given to it the facility described in paragraph 2.1.4 of Schedule B3.2;
"APOP"	means automated payment out-payments;
"APOP Administration Workstation"	an operational PC which enables administration Users to access the APOP administration service;
"APOP Business Capability"	means the Business Capability referred to at paragraph 2.4 of Schedule B3.2;
"APOP Environment"	means the infrastructure that supports one or more APOP Services comprising: (a) the APOP database including the APOP authorisation service, and the services supported by the APOP authorisation service; (b) the APOP web services; (c) the APOP administration system; and (d) file transfer services between the APOP database and the Post Office Data Gateway Service";
"APOP Facility"	means the former Horizon Application facility that provided the APOP Business Capability;
"APOP Interface Specification"	means the following CCDs: (a) "Horizon to Client Type 'XO' Application Interface Specification" (AP/IFS/062); (b) " Horizon APOP Authorisation Service Application Interface Specification " (AP/IFS/063); (c) " APOP Host System Reporting to Client Application Interface Specification " (AP/IFS/065);
"APOP Service"	means the set of functions and capabilities that are provided to support a particular Transaction Voucher type, including: (a) AP-ADC counter Transactions; (b) APOP authorisation service; (c) APOP administration service;

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	(d) APOP batch service; (e) APOP archiving service; (f) APOP housekeeping service; and APOP reporting service;
"APOP Service Definition"	shall have the meaning given to it in the CCD entitled "APOP Authorisation Service Reference Manual" (AP/MAN/004);
"Applicable Horizon Baseline"	shall have the meaning set out in paragraph 2.1.1 of Schedule B6.1;
"Applicable Law	means all applicable laws, statutes and regulations, including by-laws of local or other authorities, and any applicable guidance or codes of practice issued by any UK and/or European Union governmental body or regulator;
"Applicable Services"	Means the following Operational Services and Call Off Services: Message Broadcast Service, Reconciliation Service, Reference Data Management Service, Management Information Service, Systems Management Service, Third Line Software Support Service, Data Centre Operations Service, Operational Business Change (Branch Change) Service and Central Network Service.
"Application Interface Specification" or **"AIS"**	means a CCD describing an interface, including, but not limited to, the definition with which data transferred across that interface must comply;
"Application Services"	means software-based services and solutions managed and distributed by a third party entity to customers across a wide area network, extranet or internet from a central data centre;
"Application Support Service (Fourth Line)"	means the Service referred to in row 14 of Table A of Schedule B3.1;
"Applications"	means the Horizon Applications and the Business Capabilities and Support Facilities;
"APS" or **"Automated Payment Service"**	means the former Horizon Application facility that provided the In/Out Payment Business Capability;
"APS Client Service Type"	each APS Client Service Type is a particular variant of APS characterised by a specific Token, specific processing rules and specific Client communication protocols. Each APS Client Service Type is documented in an AP Client specification;
"APS Clients"	means Clients for whom Post Office provides automated payment services using the APS or the In/Out Payment Business Capability;

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"ARC (Application Registration Card) Strategic Smartcard"	Definition removed by CCN1640a
"Architectural Solution Description"	has the meaning given to it in paragraph 4.1 of Schedule B6.2;
"Artefact"	means documentation, diagrams, processes, specifications, design information, requirements information, formulae, samples, models, drawings, design tools or other data produced or used in connection with use of a Development Methodology;
"ASM Support Package"	shall have the meaning given to it in paragraph 3.1 of Schedule I2.2;
"Asset Manager"	means the Software referred to as such and identified in row 4 of Table 1 of Schedule B4.1 or row 2 of Table 4 of Schedule C3 (as applicable);
"Asset Register"	shall have the meaning given to it in paragraph 3.2.1 of Schedule E;
"Associated Change Activities"	means those activities and obligations, performed and undertaken concurrent with Project HNG-X, that effected changes to the Existing Services, Horizon Applications and Horizon Service Infrastructure that were not required exclusively for the purposes of Project HNG-X ;
"Associated Change Development"	means all of the work undertaken by Fujitsu Services pursuant to this Agreement in performing the Associated Change Activities;
"Associated Change Development Charges"	means the Charges for Associated Change Development calculated in accordance with the provisions of Schedule D8;
"Associated Change Tasks"	means the Tasks required to be performed by each Party in order to carry out the Associated Change Workstreams;
"Associated Change Workstreams"	means the workstreams listed below, across which the Associated Change Activities were divided; (a) Service Desk Improvements; (b) Next Day Engineering Service; (c) Branch Network Changes; (d) AP Clients Migrated to EDG; (e) Branch router development; (f) Branch Router Rollout; and

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	(g) Horizon counter PCI development;;
"Associated Changes"	means the changes to the Existing Services, Horizon Applications and Horizon Service Infrastructure effected by the performance of the Associated Change Activities;
"ATM"	means automated teller machine or asynchronous transfer mode as the context requires;
"Audit Record Query"	shall have the meaning given to it in the Service Description for the Security Management Service;
"Azure Responsibilities"	means each of the Post Office Responsibilities identified in Schedule A5 or classified as an Azure Responsibility in accordance with Schedule A5;
"Azure Service" or "Microsoft Azure Services"	means one or more of the Microsoft services and features identified at http://azure.microsoft.com/services/ (or successor site), except where identified as licensed separately;
"Audit Support Facility"	means the Support Facility referred to at paragraph 3.9 of Schedule B3.2;
"Back Office"	means applications and operations relating to Post Office Branch business related processing;
"Background IPR Purposes"	shall have the meaning set out in Clause 48.8.6;
"Bank Holiday"	means a day on which banks in England are legally closed for business by statute or proclamation;
"Banking Business Capability"	means the Business Capability referred to at paragraph 2.5 of Schedule B3.2;
"Banking Functions"	means the NBS, the Banking Business Capability and/or the Payment and Banking Service, as applicable in accordance with this Agreement;
"Banking Obligations"	means each of the Post Office Responsibilities identified in Annex D to Schedule A5 or classified as a Banking Obligation in accordance with paragraph 2 of Schedule A5;
"Banking Responsibilities"	means each of the Post Office Responsibilities identified in Annex C to Schedule A5 or classified as a Banking Responsibility in accordance with paragraph 2 of Schedule A5;
Banking Solution Elements"	means those elements of the Payment and Banking Solution that provides the Banking Business Capability for Post Office's Branches;

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"Banking Transaction"	means the Transactions supported by the Banking Functions, under Payment and Banking Service these are further defined as PBS Banking Transactions;
"Banks"	means Santander, CAPO and LINK, and such other banks, building societies, financial institutions and/or other organisations for or on behalf of which Post Office provides banking services using the Banking Functions from time to time agreed by the Parties pursuant to the Operational Business Change procedure and /or the Change Control Procedure;
"Baseline"	has the meaning as set out in Schedule I
"Baseline 7"	means: (a) the version of this Agreement in force immediately prior to signature of CCN1200, known as Baseline 7, being the version of the contract in effect on signature of CCN 1176 as amended by any CCNs approved by the Parties between signature of CCN 1176 and signature of CCN1200; and (b) the versions of all CCDs and CRDs applicable to Baseline 7.0 as set out in version 26.0 dated 3 July 2006 of the CCD entitled "Contract Controlled and Referenced Document List" (COM/CUS/SPE/0001) (formerly BP/SPE/026) (the "CCD List") amended as necessary to reflect the agreed version of any CCDs introduced or amended in accordance with the Change Control Procedure (as defined in Baseline 7.0): (i) subsequent to version 26.0 dated 3 July 2006 of the CCD List but prior to signature of CCN1200; and (ii) pursuant to an express agreement (all such agreements being deemed to be effective for the purposes of establishing Baseline 7) to amend that CCD, as set out in any CCN entered into prior to signature of CCN1200;
"BCSF Service"	means the provision of the Business Capabilities and Support Facilities;
"Benchmark Group"	means those services against which the Benchmark Services are to be benchmarked;
"Benchmark Purpose"	shall have the meaning given to it in paragraph 3.1 of Schedule D6;
"Benchmark Services"	means the Testable Service which is the subject of Benchmarking at any one time;
"Benchmarker"	shall have the meaning given to it in paragraph 3.6 of Schedule D6;

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"Benchmarking"	means the process described in Schedule D6 by which the Benchmarker will compare the Benchmark Services to a Benchmark Group. "Benchmark" and "Benchmarked" shall be construed accordingly;
"Benchmarking Report"	shall have the meaning given to it in paragraph 3.7.4 of Schedule D6;
"Benefits"	shall have the meaning given to it in paragraph 2.1 of Schedule D3;
"BIM Report"	means a "Business Incident Management" report, issued by Fujitsu Services to Post Office detailing the corrective action that is required to enable Post Office to resolve a reconciliation exception or error and restore financial integrity within the Applications;
"Board Review"	shall have the meaning given to it in paragraph 4.1 of Annex 2 to Schedule A2;
"Branch"	means a post office or any other location where Post Office (whether directly or by means of Agents) transacts business with Customers;
"Branch Access Layer"	means the server side interface accessed by the Counter Position application, including the HNG-A Application, in Branches. The Branch Access Layer has the responsibility for providing remote business services to Counter Positions, and handles all database access, routing to other remote back-end services, and storing of data used for server side audit and recovery;
"Branch Administration Support Facility"	means the Support Facility referred to at paragraph 3.2 of Schedule B3.2;
"Branch Code"	means FAD;
"Branch Counter Refresh Programme"	means a programme of work undertaken to replace the Branch Infrastructure with Replaced Branch Infrastructure and the deployment of the HNG-A Application and to adjust the Services to align with the Towers Model
"Branch Hardware Implementation Service"	means the services described in Schedule B1.3;
"Branch Hardware"	means hardware (together with any integral software) which is or is to be (i) installed in a Branch; and (ii) integrated into the Infrastructure, together with any tools supplied with such hardware which are required to facilitate such installation and integration;

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"Branch Infrastructure"	means the Initial Branch Infrastructure and any equipment introduced in excess of the limits of Annex A to Schedule D1;
"Branch Management Business Capability"	means the Business Capability referred to at paragraph 2.12 of Schedule B3.2;
"Branch Manager"	means for each Branch, the person nominated by Post Office or the Agent for that Branch;
"Branch Network Resilience Service" or **"BNR"**	means the Service referred to in row 16 of Table A of Schedule B3.1 which ceased to be provided with effect from Trigger Point 6;
"Branch Network Service"	means the Service referred to in row 5 of Table A of Schedule B3.1; which expired on 31st March 2018;
"Branch Support Facility"	means the Support Facility referred to at paragraph 3.3 of Schedule B3.2;
"Branch Telecom Infrastructure"	means the infrastructure provided by the Next Supplier; of Replacement Services to those of the Branch Network Service and/or CMT Service;
"Branch Trading Statement"	means the method by which the Transactions performed and the cash and Stock on hand at the end of a Post Office Branch Accounting Period are recorded within a Branch;
"BT"	means British Telecommunications plc;
"Bureau"	means Bureau Application or Bureau de Change Business Capability as applicable;
"Bureau Application"	means the former Horizon Application facility that provided the Bureau Service Business Capability;
"Bureau Control Totals File"	means an electronic file sent to Post Office by Fujitsu Services containing a summary of the Transactions performed by an on-demand Bureau Service facility;
"Bureau de Change Business Capability"	means the Business Capability referred to at paragraph 2.8 of Schedule B3.2;
"Bureau Service Facility"	shall have the meaning given to it in paragraph 2.8 of Schedule B3.2;
"Bureau Transaction File"	means an electronic file sent to Post Office by Fujitsu Services containing a record of the Transactions performed by an on-demand Bureau Service facility;
"Bureau Type"	means a logical grouping of Branches set by Post Office Reference Data that controls the menu access to the Bureau in Branches; Type 0 Branches having no access to Bureau, Type 1 Branches having access to buy

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	functionality only; Type 2 Branches having access to buy plus limited sell functionality; and Type 3 Branches having access to full Bureau functionality;
"Business Capabilities"	means the business capabilities forming part of the Business Capabilities and Support Facilities;
"Business Capabilities and Support Facilities"	means: (a) in the period prior to HNG-X Final Acceptance, the HNG-X Application; (b) in the period between HNG-X Final Acceptance and the date that a revised version of Schedule B3.2 is agreed under the Change Control Procedure pursuant to Clause 5.4, the HNG-X Application which forms part of the Solution Baseline accepted by Post Office pursuant to the provisions of Schedule B6.3; and (c) from the date that a revised version of Schedule B3.2 is agreed under the Change Control Procedure pursuant to Clause 5.4, the HNG-X Application comprising the business capabilities and support facilities as set out in that revised version of Schedule B3.2 (as may be amended from time to time after that date);
"Business Case"	means, in respect of each Product, a document created by Post Office in accordance with its internal processes and requirements that builds upon the Product Vision and, amongst other things, sets out the expected: (i) investment required for creating the Product; (ii) tangible and intangible benefits; and (iii) financial return on investment;
"Business Continuity Managers"	means the persons designated in writing (i) by Post Office to Fujitsu Services and (ii) by Fujitsu Services to Post Office and holding that position for the purposes of this Agreement from time to time;
"Business Continuity Plan"	means a document produced by Fujitsu Services setting out Fujitsu Services' contingency or continuity plan for ensuring the ongoing operation of any one or more of the Applicable Services in the event of an incident affecting business continuity;
"Business Continuity Services"	means the obligations to be performed by Fujitsu Services as set out in Schedule B2;
"Business Equivalence Principles"	shall have the meaning given to it paragraph 4.2.1 of Schedule B6.1

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"Business Rule"	means the constraints, rules and allowable values which govern the operation of business processes and data;
"Business Unit Director"	means the person designated in writing by Fujitsu Services to Post Office as holding the position for the purposes of this Agreement from time to time;
"C4 Confirmation"	means a NB Confirmation derived from the LREC Files and REC Files sent from the Transaction Enquiry Service containing, inter alia, the Banking Function's view of a Banking Transaction;
"Call Off Charges"	means any one or more of the Charges for Call Off Services set out in paragraph 7 of Schedule D1;
"Call Off Services"	means the services referred to in Table B of Schedule B3.1;
"Capacity Addition Costs"	means costs incurred in the addition of capacity under paragraph 13 of Schedule D1;
"Capacity Management Service"	means the Service to manage the capacity of the Infrastructure which forms part of the Service Management Service as referred to in row 11 of Table A of Schedule B3.1;
"Capital Project"	means any work agreed by the parties which can be undertaken by spare Development Capacity Resources, in respect to which Post Office can be capitalised
"CAPO"	means the Bank which supports Post Office account cards;
"Cardholder Data"	means the PAN or the PAN plus any of the following: (a) cardholder name (b) expiration date (c) Service Code **(d)** start date **(e)** issue number;
"Cardholder Data Environment"	shall have the meaning given in the PCI DSS
"Card Validation Code" or "Card Validation Value"	means (i) a data element on a Token's magnetic stripe (or otherwise read from a Token) that uses secure cryptographic process to protect data integrity on

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	the stripe, and reveals any alteration or counterfeiting Referred to as CAV, CVC, CVV or CSC depending on payment card brand as follows: (a) CAV - Card Authentication Value (JCB payment cards) (b) CVC – Card Validation Code (MasterCard payment cards) (c) CVV – Card Verification Value (Visa and Discover payment cards) (d) CSC – Card Security Code (American Express) or (ii) the three digit value printed to the right of the credit card number in the signature panel area on the back of the card. For American Express cards, the code is a four digit unembossed number printed above the card number on the face of all payment cards. The code is uniquely associated with each individual piece of plastic and ties the card account number to the plastic. The following provides an overview: (a) CID – Card Identification Number (American Express and Discover payment cards) (b) CAV2 – Card Authentication Value 2 (JCB payment cards) (c) CVC2 – Card Validation Code 2 (Master Card payment cards) (d) CVV2 – Card Verification Value 2 (Visa payment cards);
"Cash and Stock Management Business Capability"	means the Business Capability referred to at paragraph 2.11 of Schedule B3.2;
"CCN"	means a Change Control Note (q.v.);
"CCN 1600"	means Change Control Note 1600 signed by the Parties on 22 February 2016;
"CCN 1700"	means Change Control Note 1700 signed by the Parties on 30th April 2021
"CCN List"	the CCD entitled "Application of CCNs to the Contract Baseline" (BP/CON/271);
"CCN Service List"	means the list in Annex D to Schedule D1;

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"CE Mark"	means a mandatory European marking for certain product groups to indicate conformity with the essential health and safety requirements set out in European Directives;
"Central Network"	shall have the meaning given to it in paragraph 3.3.2(a) of Schedule B3.3;
"Central Network Service"	means the Service referred to in line 6 of Table A of Schedule B3.1;
"Central Telecom Infrastructure"	means those networking elements that provide connectivity from the Data Centre to the sites referred to in paragraph 1.3.3 of Schedule B3.3;
"Certificate of Posting" or **"COP"**	means a printed receipt provided to a Customer as evidence of the posting of the Customer's mail;
"CIT"	means a testing process used to validate interactions between separately developed components, especially in the Counter and Branch Access Layer, before they reach formal testing.
"Change Control Note"	means a document used in the Change Control Procedure and defined in Schedule A3;
"Change Control Procedure" or **"Change Control"**	means the procedure described in Schedule A3;
"Change Request" or **"CR"**	shall have the meaning given to it in paragraph 3.1.1.2 of Schedule A3;
"Change Work Order" or "CWO"	means the commercial terms which form part, or are intended to form part, of a Change Work Order and describe the terms on which the relevant work is to be carried out or goods supplied including: (a) the charges which are payable in respect thereof, and (b) any conditions which have to be fulfilled if an Agreed Form Terms & Conditions or Work Order is to be valid (for example, conditions as to the time within which the proposed Agreed Form Terms & Conditions signed by Post Office must be received);
"Channel Integration Capability"	has the meaning set out in Annex D of the CCD "Data Centre Operations Service: Service Description (SVM/SDM/SD/0003)";
"Charges"	means the charges payable by Post Office under this Agreement as specified in Schedule D1 or elsewhere in this Agreement;
"Clean Room Rules"	shall have the meaning given to it in the definitions section of Annex 2 to Schedule B6.2;

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"Client"	means an organisation (in respect of the Banking Functions, other than a Bank, and in respect of Debit Card functions, other than banks and building societies) on behalf of which Post Office provides a service to Customers at Branches or an organisation from which Post Office receives Data Files or to which Post Office sends Data Files using the Post Office Data Gateway Business Capability;
"Client File Delivery (CFD) Support Facility"	means the support facility described in 6.2 'Client File Delivery Support Facility' of Schedule B3.2;
"Client Service Type"	means a variant of a standard service with detailed aspects of that service customised to meet a specific Client's needs;
"Client Take-On Service"	means the Service referred to in line 5 of Table B of Schedule B3.1;
"Cloud Services" or "K5 Cloud Services"	means the K5 cloud platform including all associated products and services as provided by Fujitsu Services for the purposes of Fujitsu Services hosting certain services for the Post Office from time to time, the terms for which are set out in Schedule I4 (*K5 Cloud Services*);
"CMT Service"	means the Service referred to in line 15 of Table A of Schedule B3.1; which expired on 31st March 2018.
"Codified Agreement"	shall have the meaning set out in Recital A;
"Collaboration Technology"	means compatible audio and video conferencing facilities between the Post Office and Fujitsu Services with the ability to share screens;
"Collect and Returns"	means the web service provided by Fujitsu that allows Royal Mail to offer a local collection and return service to online retailers
"Commercial Leads"	means the individuals, one from each of Post Office and Fujitsu Services, who have the lead role in relation to the Commercial Relationship, as identified in Schedule A2;
"Commercial Relationship"	shall have the meaning set out in Annex 1 of Schedule A2;
"Commercial Terms"	the previous name for CWOs;
"Committed Development Spend"	has the meaning as set out in Schedule I
"Committed Period"	has the meaning as set out in Schedule I
"Committed Spend"	has the meaning as set out in Schedule I

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"Common Digital Platform" ("CDP")	means a platform that is external to Fujitsu Services
"Common Digital Platform Adaptor" ("CDPA")	means the interface that allows for the transference of data into Fujitsu Services domain via the CDP
"Comparative Service Provider"	means a provider of Comparative Services;
"Comparative Service" or **"Comparative Services"**	means Equivalent Services to the Benchmark Service or Competitive Tendering Service in question for which tenders will be sought in accordance with Competitive Tendering;
"Compensation Amount"	shall have the meaning set out in Clause 39C.8;
"Competitive Tendering Services"	means the Testable Service or Testable Services the subject of Competitive Tendering at any one time;
"Competitive Tendering"	means a formal tendering exercise as described in Schedule D6 seeking tenders from Comparative Service Providers for Comparative Services;
"Component Integration and Test (CIT) Rig"	means the RIG used by Development staff to link code modules together and to perform development testing, prior to hand over to the independent Test Team;
"Conditionality Expiry Date"	means 23:59:59 on 28 February 2007 or such later date as the Parties may agree;
"Conditionality Period"	means the period commencing on the Amendment Date and ending on the earliest to occur of the following: - receipt by Fujitsu Services of a Funding Notice; - receipt by Fujitsu Services of notification in writing by Post Office that it will not deliver a Funding Notice; - expiry of notice to provide Purchase Order Cover; and - the Conditionality Expiry Date;
"Confidential Information"	means all information (other than Escher Confidential Information) designated as such by either Party in writing together with the Source Code of Specially Written Software, the existence and terms of this Agreement, the negotiations relating thereto and all other information (whether in writing or not) which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either Party or information which may reasonably be regarded as the confidential information of the disclosing Party;

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"Configured POL FS"	means the elements of the SAP Software hosted within the Infrastructure that are configured by Post Office or by third parties for Post Office use, a primary function of which is to enable the consolidation of all cash and near cash within Post Office's network of Branches including, without limitation, all instances of such software in live operational use or used in development or testing environments hosted within the Infrastructure. Although hosted within the Infrastructure, Configured POL FS shall be deemed not to be a part of the Infrastructure and is not Software or an Application or a Business Capability and Support Facility;
Configured POL MI	Means the elements of POL MI Software hosted within the infrastructure that are configured by Post Office or by third parties for Post Office use, including, without limitation, all instances of such software in live operational use or used in development or testing environments hosted within the Infrastructure, Configured POL MI shall be deemed not to be a part of the Infrastructure and is not Software and is not one of the Applications;
"Contactless Transaction"	means a retail transaction whereby payment cards are scanned by the card reader resulting in there being no need for PIN entry, use of a magnetic card reader or signature. Transaction limits are set at a fixed amount and may be changed from time to time, by prior agreement with Post Office, via Reference Data;
"Continuing Services"	means Operational Services which are not Terminating Services;
"Contract Controlled Document" or **"CCD"**	means a document which is listed as such in a Schedule of this Agreement or designated as such in a CCN agreed after the date of signature of CCN1200;
"Contract Manager"	means the person designated in writing by Post Office to Fujitsu Services as holding that position for the purposes of this Agreement from time to time;
"Contract Referenced Document" or **"CRD"**	means a document which is listed as such in a Schedule of this Agreement or designated as such in a CCN agreed after the date of signature of CCN1200;
"Contracted Volume"	means each of the levels defined as a "Contracted Volume" in the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033) applicable to components of the Infrastructure as specified in that CCD;
"Contractors"	shall have the meaning set out in 61.4.3(b);
"Core Document Set"	means the CCDs indicated to be within such set in the CCD entitled "Post Office Contract Controlled and Contract Referenced Document List" (COM/CUS/SPE/0001);

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"Core Team"	means those personnel identified as such in the minutes of the Demand Planning Forum;
"Counter Base Unit"	The PC element of the Counter Equipment;
"Counter Clerk"	means a person who serves Customers at Counter Positions in a Branch;
"Counter Equipment"	means the PC's, printers, screens, local area network and other equipment installed by Fujitsu Services in Branches for the provision of the Services which shall be supported by the Engineering Service until its expiry on 31st March 2015;
"Counter Gold Build"	A compiled set of operating system, driver and application system code which can be installed onto a Counter Base Unit, upon which the main application system code, and subsequent patches and changes, can be applied. Occasionally, new Counter Gold Build versions may be created, either as the only way that required change can be released, or with the aim of reducing the volume of subsequent updates required for a new or replaced Counter to build to the appropriate software version;
"Counter Position"	means an IT device (with a counter identifier within the HNG-X System) where a Customer transacts business with a Counter Clerk or other Sub-Postmaster or Post Office representative or with a similarly automated back-office position in a Branch where a User carries out administration;
"Counter Training Offices" or **"CTOs"**	means the locations where New CTO Configurations or Old CTO Configurations are installed;
"Coursework Role"	means the restricted access Counter Position role that overrides the User's existing role at logon when the User does not hold Essentials Curricula training, in accordance with Training Controls
"Court Case Support Services"	shall have the meaning set out in Clause 25.8;
"Credence/MDM Service"	means the Service referred to in row 21 of Table A of Schedule B3.1 which expired on the 31st March 2016. From 1st April 2016, where reference is made to Credence/MDM Service in a remaining Service Description then to the extent which there is the requirement for an interface between the Credence/MDM Service and its replacement, then Fujitsu shall work with Post Office Limited and/or the Post Office Limited Service Integrator (at Post Office's cost) to create and/or amend the interface to work with the replacement Credence/MDM Service to be provided by the Next Supplier using the Change Control Procedure;
"Critical SMEs"	means those personnel identified by Fujitsu Services as subject matter experts in aspects of the Services;

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"CSRDE"	shall have the meaning given to it in the CCD entitled "Postal Services Business and Operational Context" (REQ/CUS/BRS/0001);
"CTO Branch"	means a Counter Training Office;
"CTO Counter"	means a simulated Counter Position in a CTO Branch;
"Customer"	means a person transacting, or seeking to transact, business with Post Office, through the Infrastructure;
"Customer Agreement"	means the standard Microsoft Cloud Agreement that Microsoft requires all customers of the Microsoft Azure Services to enter into as set out in https://msdn.microsoft.com/en-us/partner-center/agreements (or successor site), as updated from time to time, and which for clarity also includes the update known as the "Financial Services Amendment" document reference (MCA)(FSIAm)(WW)(ENG)(Oct.2017Partner Center) as may be updated from time to time;
"Customer Content"	has the meaning set out in paragraph 2.4.2 of Schedule I4 (*K5 Cloud Services*);
"Customer Session"	means a set of contiguous Transactions recording business transacted by a single Customer;
"D Messages"	means a message transmitted to the DRSH when the amount included in settlement of a Banking Transaction differs between the Bank and the Counter Position;
"D8 Charges"	means the HNG-X Development Charges and the Associated Change Development Charges;
"Daily Stand Up"	means a meeting of the Sprint Team on each business day during the DDS Term (except during any period of leave agreed by the parties) to discuss: (i) tasks completed on the previous business day; (ii) tasks to be completed on the current business day; and (iii) any impediments potentially affecting attainment of the Sprint Requirements;
"Data Centre" or **"Data Centres"**	means any one or more data centres (as the context requires) connected to the Infrastructure and used by Fujitsu Services in the provision of the Services, including the Fujitsu Services service locations in Bracknell and Stevenage;
"Data Centre Operations Service"	means the Service referred to in row 4 of Table A of Schedule B3.1;
"Data Controller"	shall have the same meaning as "controller" as that expression is defined in Article 4(7) of the GDPR

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"Data File"	means a set of electronic data, contained within a single file and held, used or transmitted as part of any of the Services provided by Fujitsu Services;
"Data Processor"	shall have the same meaning as "processor" as that expression is defined in Article 4(8) of the GDPR;
"Data Protection Audit"	has the meaning set out in Clause 33.2.13;
"Data Protection Impact Assessment"	has the meaning set out in Article 35 of the GDPR;
"Data Protection Legislation"	means the Data Protection Act 2018, the General Data Protection Regulation ("GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other Applicable Law in respect of data protection and data privacy including any applicable guidance or codes of practice that are issued by the Information Commissioner, Working Party 29 and/or the European Data Protection Board (and each of their successors);
"Data Protection Officer"	means an individual appointed by a Party in compliance with Article 37 of the GDPR;
"Data Protection Regulator"	means the Information Commissioner's Office and the European Data Protection Board or any successor body to either regulator from time to time and any other supervisory authority with jurisdiction over either party in relation to matters of data protection and privacy;
"Data Reconciliation Service Host" or **"DRSH"**	means the server in a Data Centre used for processing and storing Banking Transaction and DC Transaction and ETU Transaction data for reconciliation and retrieval purposes;
"Data Subject"	has the meaning set out in Article 4 (1) of the GDPR;
"DC Authorisation Agent"	shall have the meaning given to it in the CCD entitled "Mapping Schedule B3.2 to the HNG-X Solution (REQ/GEN/REP/1091) (formerly "Debit Card MoP Functional Description" (EF/SER/001));
"DC Data"	means any or all of the following: (a) data transmitted and received between the DC Authorisation Agent and the Merchant Acquirer; (b) data transmitted and received between the DCM and the Merchant Acquirer; and (c) Sensitive DC Data included in a BIM Report;
"DC MoP"	means a Method of Payment where the form of payment is a DC Token;

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"DC Token"	shall have the meaning given to it in the CCD entitled "Mapping Schedule B3.2 to the HNG-X Solution (REQ/GEN/REP/1091) (formerly "Debit Card MoP Functional Description" (EF/SER/001));
"DC Transaction"	shall have the meaning given to it in the CCD entitled "Mapping Schedule B3.2 to the HNG-X Solution (REQ/GEN/REP/1091) (formerly "Debit Card MoP Functional Description" (EF/SER/001))
"DCM"	shall have the meaning given to it in the CCD entitled "Mapping Schedule B3.2 to the HNG-X Solution (REQ/GEN/REP/1091) (formerly "Debit Card MoP Functional Description" (EF/SER/001))
"DDS Commencement Date"	means 1 August 2018;
"DDS Rate Card"	means the rate card set out in Appendix 5 (*DDS Charges*) of Schedule I3 (Digital Development Services);
"DDS Service Review"	means the meeting described under the heading DDS Service Review in Part 1 of Appendix 4 (*Governance*) of Schedule I3 (Digital Development Services);
"DDS Term"	means the period of time from the DDS Commencement Date until 31 March 2023;
"DDS Tools"	means the tools listed in Appendix 6 (*Tools*) of Schedule I3 (Digital Development Services), together with any other tools required for delivery of the DDS as agreed between the parties and specified in the Product Overview Document;
"Debit Card"	means the elements that support DC MoP, as part of the Payment Management Business Capability;
"Debit Card Obligation"	means each of the Post Office Responsibilities: (a) identified in paragraphs 5.10 to 5.13 (inclusive) of Annex B to Schedule A5 (as applicable); or (b) classified as a Debit Card Obligation in accordance with paragraph 2 of Schedule A5;
"Debit Card Responsibility"	means each of the Post Office Responsibilities: (a) identified in paragraphs 5.1 to 5.9 (inclusive) of Annex B to Schedule A5 (as applicable); or

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	(b) classified as a Debit Card Responsibility in accordance with paragraph 2 of Schedule A5;
"Decision"	any decision or action which falls within the scope of responsibility of the relevant Relationship as described in the relevant part of Annex 1 to Schedule A2;
"Default"	means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other;
"Definition of Done"	means, in respect of any Sprint Requirement, the criteria set out in Appendix 2 (*Definition of Done*) of Schedule I3 (Digital Development Services) as well as any additional specific criteria agreed by the parties that must be successfully met for the specific Sprint Functionality to be considered complete;
"Definition of Ready"	has the meaning given in paragraph 1.11 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services);
"Delivered Sprint Requirement"	means a Sprint Requirement that is Accepted;
"Demand Forecast"	means the overall forecast of demand for the Digital Development Services, including details of all Products within scope of DDS;
"Demand Planning Board"	Has the meaning set out in Annex 1 of Schedule A2;
"Dependencies"	means a Task to be performed by one Party upon which the performance of any other Task by the other Party depends;
"Deposited Software"	means all software designated as such by the Parties from time to time;
"Description of Data Processing"	means the description of the processing of Personal Data undertaken by the Parties as set out in Schedule J;
"Design and Architecture Requirements"	means the HNG-X Requirements referred to in Annex 7 to Schedule B6.1 as may be amended under the HNG-X Programme Requirements Change Control Process or in accordance with the Change Control Procedure;
"Design Authority"	means, as the context requires, the Post Office Design Authority or the Fujitsu Services Design Authority;
"Design Limit"	means each of the levels defined as such in the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033);

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"Design Proposal"	means a Work Package related development document, as further described in accordance with paragraph 8 of Schedule 20 of Baseline 7;
"Design Purpose"	means any one or more of the following purposes: (a) to support the evaluation, selection or procurement of third party software applications or Branch Hardware for integration into the Horizon Service Infrastructure; (b) to assist a third party in its development of a software application or Branch Hardware for integration into the Horizon Service Infrastructure; (c) to assist with integration of the Horizon Service Infrastructure with other systems; and/or (d) to understand how to replace the Horizon Service Infrastructure and the Horizon Applications in the long term, including interfaces with software to be retained beyond the term of this Agreement;
"Developed Documentation"	means documentation, which is not Specially Written Documentation, produced by or on behalf of Fujitsu Services: (a) prior to the Project HNG-X Commencement Date or after that date and used solely in connection with the provision of Existing Services; and (b) under a Work Order for Development Services, such documentation having been; (i) specified as a deliverable for the Post Office in that Work Order; or (ii) requested by the Post Office as a deliverable and acknowledged and produced by Fujitsu Services for the Post Office on that basis in the course of Fujitsu Services' performance of professional services during the stages: strategic approval; start-up and feasibility; or requirements analysis, of the development process or lifecycle;
"Development Capacity Resources"	means the Fujitsu Services resources undertaking ASM which the parties have agreed should be assigned to undertake Capital Projects.
"Development Charges"	means the Charges for the Development Services, as set out in paragraph 10 of Schedule D1;

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"Development Director"	means the person designated in writing by Fujitsu Services to Post Office as holding that position for the purposes of this Agreement from time to time;
"Development Lifecycle Stage"	shall have the meaning given to it in paragraph 4.1 of Schedule B1.1;
"Development Lifecycle"	shall have the meaning given to it in paragraph 4.1 of Schedule B1.1;
"Development Methodology"	means a set of production processes and management disciplines for the effective development and implementation of software and/or infrastructure projects;
"Development Obligation"	means the relevant obligation imposed on Fujitsu Services when Clause 34.5.6(b) applies: 1) in respect of the HNG-X Service Infrastructure and the Business Capabilities and Support Facilities, to comply with the System Capacity and Performance Requirements, the Training Requirements, the Operational and Support Service Requirements, the Migration and Implementation Requirements, the Design and Architecture Requirements, the Security Requirements, the Development Requirements and the Testing Requirements, each as referred to in paragraph 4.1.1 of Schedule B6.1; 2) in respect of the functionality of the Business Capabilities and Support Facilities (other than the HNG-X User Interface and the Postal Services Business Capability), to ensure that such functionality accords with the Business Equivalence Principles; and (c) in respect of the HNG-X User Interface and Postal Services Business Capability, to ensure that they meet the business needs that are met by the comparable part of the Horizon Applications (it being acknowledged that any similarities between the style and graphical realisation of the HNG-X User Interface and the user interface(s) of the comparable Horizon Applications as may arise shall only arise as a matter of coincidence through the proper operation of the Clean Room Rules), (together the "Development Obligations");
"Development Services"	shall have the meaning given to it in paragraphs 3.1 and 1.4 of Schedule B1.1;
"Dialled Connection"	means a network connection to a Branch to be established for the purposes of transferring data between that Branch and a Data Centre and

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	disconnected once that data transfer is complete, including such connections established via satellite;
"Digital Development Services (DDS)"	Means those services described in Schedule I3 (Digital Development Services);
"Digital Demand Forecasting Board"	means the meeting described under the heading Digital Demand Forecasting Board in Part 1 of Appendix 4 (*Governance*) of Schedule I3 (Digital Development Services);
"Dispute"	means any dispute arising out of or in connection with this Agreement;
"Dispute Owner"	shall have the meaning given to it in paragraph 5.1.1 of Annex 2 to Schedule A2;
"Dispute Resolution Procedure" or **"DRP"**	means the procedure set out in Annex 2 to Schedule A2;
"Disputed Banking Transaction Notice"	means Within Period One (as defined in the Service Description for the Security Management Service), notification (and the provision of related information) of a Banking Transaction, which requires investigation, to Fujitsu Services' management support unit (MSU) in accordance with the procedure set out in the Service Description for the Reconciliation Service for raising a DBTN (as referred to in that Service Description);
"Disrupted Sprint"	has the meaning given in paragraph 11.4 of Schedule I3 (Digital Development Services);
DIW	Means the Dynamic Information Warehouse application developed on behalf of Post Office and hosted by Fujitsu Services;
"DOORS"	means the requirements management tool used by Post Office for version control and management of requirements;
"Downtime"	means the period (counting time from within the period 08:00 to 18:30 hours of each relevant Post Office Core Day only - excluding Saturday) commencing with a call being made to the Service Desk until resolution of that call (being the point in time when full operational service has been restored to the customer), less all time categorised as "suspended help desk call" as agreed from time to time between Fujitsu Services and Post Office;
"DR Data Centre"	means the Data Centre described as such in sections 2.9 and 3.9 in the Service Description for the Data Centre Operations Service;
"DRP"	means the Dispute Resolution Procedure;

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"DUKPT"	means derived unique key per transaction;
"DVLA"	means the Driver and Vehicle Licensing Agency;
"DVLA Licensing Business Capability"	means the Business Capability referred to at paragraph 2.6 of Schedule B3.2;
"DVLA On-line Link"	means the communication links between the Data Centres and the systems of the Driver and Vehicle Licensing Agency;
"DVLA POME"	means an enquiry service formerly used by an Horizon Application to provide facilities now implemented as an HNG-X Application facility to provide the DVLA Licensing Business Capability;
"Early Life Support"	means the phase commencing with the start of the Payment and Banking Pilot, at Payment and Banking Service Trigger Point PBS3, and ending with Payment and Banking Service Acceptance, at Payment and Banking Service Trigger Point PBS6;
"EDG"	means Post Office's former external data gateway for routing Transaction data from the Infrastructure to Clients, this functionality has since migrated to PODG;
"EIR"	means the Environmental Information Regulations 2004;
"Electronic Top-Up Business Capability"	means the Business Capability referred to at paragraph 2.7 of Schedule B3.2;
"EMIS"	means the electronic management information service provided by the Merchant Acquirer;
"EMV"	means the Europay Mastercard Visa standard for financial smart cards;
"EMV Payment Transaction"	means a transaction initiated by Post Office and/or its customer, which is subject to processing on the Ingenico Central Platform as part of the Payment and Banking Service, which relates to a payment using a credit or debit card and shall include, without limitation, purchases of goods and/or services or cancellations of purchases for refund or credit, via any payment method accepted by the Ingenico Central Platform, including when the transaction fails as a result of the applicable authorisation rules as well as transactions which are not payment generating transactions but are subject to processing on the Ingenico Central Platform within the scope of the Payment and Banking Service;
"End Point"	means the starting point of a file transferred into PODG or the destination point of a file transferred from PODG;

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"End to End Banking"	means the end-to-end systems and services (of which (without limitation) the NBS, the NB System and Bank systems form part) required to deliver network banking to Customers;
"End to End Services"	means the end-to-end systems and services (of which the Infrastructure and the Services form part) required to deliver services to Customers;
"End User"	means any employee of any member of the Royal Mail Group (and any Agent or employee thereof) carrying out or involved in the carrying out of the business of the Post Office;
"Engineering Service"	means the Service referred to in row 2 of Table A of Schedule B3.1;, where reference is made to Engineering Service in a remaining Service Description then to the extent to which: 1. Fujitsu Services is dependent on an element of the Engineering Service to deliver the relevant Service, this shall constitute the dependencies on Post Office described in Section 1.8 of Schedule A5 – Post Office Responsibilities, Annex A to deliver to facilitate Fujitsu Service's delivery of the Service; 2. Where there is the requirement for an interface between the Service and the replacement Engineering Service, then Fujitsu Services shall work with Post Office and/or the Post Office Service Integrator (at Post Office's cost) to create and/or amend the interface to work with the replacement Engineering Service using the Change Control Procedure;
"EOSL Roadmap"	means a file detailing: (a) the known end of service life dates for hardware and software used to deliver the Operational Services by Fujitsu Services based on publicly available vendor product roadmap information; and (b) a high level summary of the Services or products that relate to the hardware or software identified on the EOSL Roadmap.
"e-pay"	means the third party, providing services to or for the benefit of Post Office, that facilitates the handling and authorisation of ETU messages (including, without limitation, ETU Requests and ETU Authorisations);
"EPOSS"	means the former Horizon Application facility that provided the Point of Sale Business Capability;
"Equipment"	1. In the period up to 31st March 2015, any physical hardware (excluding Paypoles and including, without limitation, supply cords, interface cables and cords, User-installable components and peripherals) forming part of the Infrastructure and Stand-Alone Hardware supplied by Fujitsu Services; 2. In the period from 1st April 2015, any physical hardware (including, without limitation, supply cords, interface cables and cords, User-

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	installable components and peripherals) forming part of the Infrastructure supplied by Fujitsu Services;
"Equivalent Services"	means, in relation to a Testable Service, a service or services which, at the time that Testable Service is subject to Market Testing, are available from the market: (a) to meet the same business requirements and the same or substantially the same specification for that Service (as reflected in all provisions of this Agreement relevant to that Service and the basis on which it is provided); and (b) achieve the same or substantially the same Service Levels as those applicable in respect of that Testable Service;
"Escher"	means Escher Group Ltd, having its principal office at 101 Main Street, Cambridge, Mass. 02142;
"Escher Confidential Information"	means the information referred to in paragraph 2.2 of Schedule C3;
"Escher Software User"	means: (a) any person authorised by Post Office to use the Services in a franchise post office or sub-post office, including without limitation sub-post masters on a non-franchise contract and franchisees of post offices or sub post offices (together with their employees); and (b) any employee of Post Office or employee of Royal Mail Group on behalf of Post Office involved in the development, operation, receipt and/or management of the Existing Services;
"Escher Upgrade Software"	means WebRiposte, Asset Manager, Framework and Mails and references to the "software" in paragraph 2 of Schedule B4.1 shall, unless the context clearly indicates otherwise, be a reference to the Escher Upgrade Software;
"Essentials Curricula"	means the set of training curricula that are required to be held by the User of a Counter Position, in accordance with Training Controls, to be allowed to logon to the Counter Position with any role other than the Coursework Role
"Estimating Methodology"	means the agile methodology used for the purposes of sizing User Stories and allocating an appropriate number of Story Points, as agreed between the parties;
ETL	Means the Extract, Transform and Load application developed on behalf of Post Office and hosted by Fujitsu Services;

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"ETU" or **"ETU Application"**	means the Electronic Top-Up Business Capability;
"ETU Agent"	means the software applications used to process: (a) ETU Requests and ETU Authorisations transmitted between Branches and e-pay, and (b) ETU C0 messages received from the Branches, which are converted into ETU Reversals;
"ETU Authorisation"	means an authorisation message transmitted on-line from e-pay or the ETU Agent in response to an ETU Request, stating whether that ETU Request has been approved or declined;
"ETU C0 Confirmation"	means a confirmation message written by the ETU Counter Application during an ETU Transaction when that ETU Transaction has been declined for a reason other than the receipt from e-pay of an ETU Authorisation declining the ETU Transaction;
"ETU C0"	means a priority message automatically generated following a counter timeout for transmission from a Branch to an ETU Agent;
"ETU C1 Confirmation"	means a confirmation message written by the ETU Counter Application during an ETU Transaction when that ETU Transaction has been completed;
"ETU Counter Application"	means the application software that contains the business logic controlling the dialogue with Users of the ETU;
"ETU Decline"	means an instruction contained in an ETU Authorisation to refuse an ETU Transaction received from e-pay. "Declined" and "Declining" as used in the CCD entitled "ETU Definition" (BP/SPE/044) shall be construed accordingly;
"ETU Receipt"	means a paper receipt issued during an ETU Transaction either as a record of that ETU Transaction or as part of the process of carrying out that ETU Transaction;
"ETU Request"	means a priority request message generated for transmission from a Branch to e-pay in order to undertake an ETU Transaction for a Customer;
"ETU Reversal"	means a message automatically generated by an ETU Agent upon receipt of an ETU C0 message, for transmission from an ETU Agent to e-pay in order to nullify an ETU Request;
"ETU System"	means the elements of the Infrastructure and the ETU Counter Application which support operational use of the ETU Application;

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"ETU Token"	means a Token supported by ETU, as described in paragraph 5.2.1 of the CCD entitled "ETU Definition" (BP/SPE/044);
"ETU Transaction"	means any one or more of the following Transactions supported by ETU: (a) the purchase of a card based top-up product; (b) the purchase of a card based PIN product; (c) the purchase of a PIN/e-voucher product; (d) the refund of a card based Transaction; (e) the refund of a PIN/e-voucher Transaction;
"EUC Tower Contractor"	means Computacenter plc being the Next Supplier of branch hardware engineering services, in place of the expired Engineering Service previously provided by Fujitsu Services and management of the Replaced Branch Infrastructure or any other third party engaged by Post Office to supply, install or manage branch hardware engineering services.
"Event"	means a recorded and auditable instance of business administration activity, such as the registration of a new User, or the production of a Report;
"Executive Review"	shall have the meaning given to it in paragraph 3.1 of Annex 2 to Schedule A2;
"Existing Equipment"	means the Counter Equipment at the Amendment Date;
"Existing Functionality"	means the functionality of the Applicable Horizon Baseline, including any functionality that has been rendered inactive (through Reference Data or by other means), but excluding any functionality that relates exclusively to a Redundant Business Function;
"Existing Licences"	means in respect of: (a) WebRiposte, Asset Manager and Framework, the licensing agreements between Fujitsu Services and Escher dated 20 December 2000 and 8 May 2001 together with variation agreements dated 18 April 2002 and 26 June 2002 for each of these licence agreements; and (b) Mails Product, the applicable licensing provisions of the agreement between Fujitsu Services and Escher dated 20 December 2002;

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"Existing Services"	means, in respect of each Branch, the Services provided over the Infrastructure, using the Horizon Applications to that Branch, prior to the HNG-X Date for that Branch;
"Exit Period"	means the period of exit assistance which may continue to be provided by Fujitsu, of twenty-four (24) months, or such other period as agreed between the Parties following termination of the Payment and Banking Services;
"Exit Plan" or **"Exit Plans"**	means the General Exit Plan and/or the HNG-X Exit Plan (as applicable);
"Exit Scenario"	shall have the meaning given to it in paragraph 3.2.3(a) of Schedule E;
"Exit Strategy"	means the exit strategy document containing the information described in paragraph 3.2.3(a) of Schedule E and developed and maintained pursuant to Schedule E;
"Expected Engineering Volume"	has the meaning given in paragraph 5.12.4 of Schedule D1;
"Expert"	shall have the meaning given to it in paragraph 7.1 of Annex 2 to Schedule A2;
"Expired Services"	means services which were previously provided by Fujitsu to the Post Office but which have been terminated or have expired: the Service Desk Service, the Engineering Service, the Credence/MDM Service, the POLSAP Application Support Service, the POLSAP Hosting Service and the Salesforce Support Service;
"Expiring Services"	means: (i) Engineering Service, and Service Desk Service each of which have an expiry date of 31st March 2015; and (ii) POLSAP Applications Support Service which has an expiry date of 23:59 on the 4th October 2016; and (iii) CMT Service which has an expiry date of 31st March 2018; and (iv) Salesforce Support Service which has an expiry date of 31st March 2016; and (v) POLSAP Hosting Service which has an expiry date of 13th March 2019; and (vi) Credence/ MDM Service which has an expiry date of 31st March 2016; and (vii) Not used

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	(viii) Branch Network Service which has an expiry date of 31st March 2018.
"Expiry Date"	means the offer expiry date specified in the Change Work Order for a Work Package or Work Package Element;
"Facilitator"	has the meaning given to it in paragraph 3.4 of Annex 2 to Schedule A2;
"FAD"	means a unique code that identifies a particular Branch;
"Failure Event"	means an event or series of connected events which causes one or more Counter Positions to be deemed Unavailable due to a Network Wide Failure or Local Failure. Ongoing failures will be deemed to be part of such Failure Event until the Failure Event is closed in accordance with the Incident closure process which is set out in the Working Document entitled "Major Incident Process" (SVM/SDM/PRO/0001) ('Incident Closure Process');
"File Management Support Facility"	means the Support Facility referred to at paragraph 3.5 of Schedule B3.2;
"Final Period"	shall have the meaning set out in paragraph 2.4 of Schedules C1;
"Financial Year"	means each period during the term of this Agreement commencing on 1 April in any calendar year and ending on 31 March in the following calendar year, save that if this Agreement is terminated early the date of termination shall be deemed to be the end of a Financial Year;
"Fixed Connection"	means a network connection, other than an ADSL Connection, to a Branch which is intended to be established and held open between times agreed by the Parties;
"FOIA"	means the Freedom of Information Act 2000;
"FOIA Order"	shall have the meaning given to it in paragraph 2.9.5 of Schedule A4;
"Force Majeure"	shall have the meaning set out in Clause 60.1;
"Framework"	means the Software referred to as such and identified in row 3 of Table 4 of Schedule C3;
"Framework Agreement"	shall have the meaning set out in Clause 61.4.3(b);
"Fraud Event"	means any single act of fraud or other criminal activity carried out by a person or more than one person acting together or a series of such acts which are committed by the same person or persons as part of a scheme or plan using the same or similar methods in each case;
"FRIACO"	means flat rate internet access call origination;

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"FS Listed Personnel"	means (a) the persons from time to time fulfilling the role of the persons whose job titles are currently 'Business Unit Director', 'Commercial Director' and 'Business Development Director'; (b) any Fujitsu Services members of the Systems Integration Partnership and Executive Relationship who are not in (a); and (c) the persons fulfilling the roles within Fujitsu Services' human resources department which are notified to Post Office in writing from time to time;
"FS Task"	means a Task to be performed by Fujitsu Services;
"Fujitsu Background IPR"	means all Intellectual Property Rights owned by Fujitsu Services or a member of the Fujitsu Services Group and either (i) created prior to the Project HNG-X Commencement Date or (ii) created after the Project HNG-X Commencement Date and independently of this Agreement but excluding, for the avoidance of doubt: (a) Post Office Foreground IPR; (b) Licensed IPR; and (c) all IPR required to be assigned to Post Office pursuant to Clause 29;
"Fujitsu Dependency"	means with respect to: (a) Post Office (including the Post Office Service Integrator to the extent to which it acts as the managing partner of Post Office): 1. a current Fujitsu Services obligation under this Agreement (including as set out in Schedule F); and 2. any additional obligations which Post Office and Fujitsu Services agree as part of the impact analysis performed in contemplation of the appointment of the Post Office Service Integrator by Post Office and/or the Partial Termination or termination of any Terminable Service on which Post Office is wholly or partially dependent in order that it may fulfil its own obligations under any agreement relating to the Towers Model; and (b) a Tower Contractor, any obligations which Post Office and Fujitsu Services agree as part of the impact analysis performed in contemplation of the appointment of the Post Office Service Integrator by Post Office and/or the Partial Termination or termination of any Terminable Service on which any Tower Contractor (which is the Next Supplier with respect to the relevant Terminable Service) is wholly or partially dependent in order that it may fulfil its own obligations under any agreement relating to the Towers Model. For the avoidance of doubt, this may include:

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	1. obligations that Fujitsu Services currently has to Post Office under the Agreement (including as set out in Schedule F) on which the Tower Contractor is dependant to deliver its services to Post Office under any agreement relating to the Towers Model; and 2. additional obligations which the parties agree as part of the impact analysis;
"Fujitsu Developed Documentation"	means Developed Documentation that is not Post Office Developed Documentation;
"Fujitsu Global Cloud Service"	means Fujitsu Services' commodity infrastructure as a service offering as more particularly described in the service description available at http://globalcloud.uk.fujitsu.com;
"Fujitsu Guarantees"	means the Fujitsu Services Holdings guarantee dated 31 December 2002 and the Fujitsu Limited guarantee dated 31 December 2002;
"Fujitsu Personnel"	means employees of Fujitsu Services , its agents, its consultants and its sub-contractors (including, in each case, their employees, contractors and agents) and of any other person who provide or are involved in the provision of the Services;
"Fujitsu Service Cost"	means in respect of any work carried out by Fujitsu Services, all direct material, supplier, subcontractor and Fujitsu Services labour costs (including, as appropriate service management and/or project costs) reasonably incurred by Fujitsu Services in carrying out such work, plus those indirect costs exclusively incurred in relation to the relevant work, including 6% Horizon contract management overheads, but excluding group overhead recovery;
"Fujitsu Services"	means Fujitsu Services Limited;
"Fujitsu Services Acceptance Manager"	means the person designated in writing by Fujitsu Services to Post Office as holding the position for the purposes of this Agreement from time to time;
"Fujitsu Services Change Control Manager"	means the person designated in writing by Fujitsu Services to Post Office as holding that position for the purposes of this Agreement and the address of that person to which all Change Requests should be delivered by Post Office to Fujitsu Services from time to time;
"Fujitsu Services Group"	means Fujitsu Services Holdings plc and its subsidiaries;
"Fujitsu Services Project Manager"	means the person designated in writing by Fujitsu Services to Post Office as holding the position for the purposes of this Agreement from time to time;

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"Fujitsu Services Support Engineer"	means an engineer employed directly by Fujitsu Services or its supplier(s) with responsibility including the diagnosis, repair and/or swap of Branch equipment;
"Fujitsu Services SIP Team Member"	shall have the meaning given to it in paragraph 2.1 of Schedule B1.2;
"Fujitsu Services' Design Authority"	means the person designated in writing by Fujitsu Services to Post Office as holding the position for the purposes of this Agreement from time to time;
"Fujitsu Services' HNG-X Acceptance Manager"	means the person designated in writing by Fujitsu Services to Post Office as holding the position for the purposes of this Agreement from time to time;
"Fujitsu Services' HNG-X Programme Manager"	means the person designated in writing by Fujitsu Services to Post Office as holding the position for the purposes of this Agreement from time to time;
"Fujitsu Services' Offshore Design Authority"	means the person designated in writing by Fujitsu Services to Post Office as holding the position for the purposes of this Agreement from time to time;
"Fujitsu Services' Offshore Project Manager"	means the person designated in writing by Fujitsu Services to Post Office as holding the position for the purposes of this Agreement from time to time;
"Fujitsu Services' SI Director"	means the person designated in writing by Fujitsu Services to Post Office as holding the position for the purposes of this Agreement from time to time;
"Fujitsu Services' Software"	means software used by Fujitsu Services in connection with the provision of Services and: (a) created prior to the Project HNG-X Commencement Date or created after that date and used solely in connection with the provision of Existing Services; and (b) in which the Intellectual Property Rights are wholly owned by a member or members of the Fujitsu Services Group, including, without limitation, the software which is identified as Fujitsu Services Software in the CCD entitled "Transfer Asset Register" (COM/MGT/REP/0001);
"Fujitsu Support Applications"	means the software listed in Schedule G, Annex 1;
"Full Track"	means the entire contents of track 1, 2 or 3 from the magnetic stripe or chip on a Token;
"Functional Requirements"	means the HNG-X Requirements described in paragraph 4.2 of Schedule B6.1;

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"Functional Requirements Definition Process"	means the process for the refinement of Functional Requirements set out or referred to in Part 1 of Annex 11 to Schedule B6.1;
"Funding Notice"	means a notice delivered by Post Office to Fujitsu Services and expressed to be a Funding Notice given pursuant to Clause 1.1;
"Gain Share"	means the principles set out in Schedule D3 that govern how the Parties intend to share Benefits resulting from future cost saving initiatives or development work;
"General Exit Plan"	means the plan set out in Annex 2 to Schedule E to be developed and maintained in accordance with Schedule E setting out the steps to be followed in relation to termination or expiry of this Agreement, Partial Termination and/or expiry of an Expiring Service, as applicable depending on the applicable Exit Scenario;
"Generic Web Service (GWS) Client"	means Clients for whom Post Office provides services using the Generic Web Service Business Capability;
"Generic Web Service (GWS) Support Facility"	means the support service described in section 6.4 'Generic Web Service Support Facility' of Schedule B3.2;
"Good Industry Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Good Professional Practice"	means good practices, methods and procedures (or one of a range of practices, methods and procedures) which would be adopted by a leading supplier exercising in the general conduct of its undertaking that degree of skill, diligence, prudence and foresight which would ordinarily and reasonably be expected from a leading supplier engaged in the business of providing services which are the same as or similar to the Services;
"Governmental Regulation"	means any United Kingdom primary legislation and any United Kingdom secondary legislation;
"GPRS"	means general packet radio service;
"Group Commercial and Legal Director"	means the person designated in writing by Fujitsu Services to Post Office as holding that position for the purposes of this Agreement from time to time.
"GSM"	means global system for mobile communications;

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"GSM Connection"	means a GSM network connection to a Branch which uses high speed circuit switched data (HSCSD) technology and is intended to be established and held open between times to be agreed between the Parties;
"GSM CSD Connection"	means a GSM network connection to a single counter Branch which uses circuit switched data (CSD) technology and is intended to be permanently installed;
"Guarantor"	means either of Fujitsu Services Holdings Plc or Fujitsu Limited;
"H&HNG Systems Integration"	means the implementation of Infrastructure and software upgrades and additions to the Infrastructure (other than the Branch Infrastructure) to interface to any new systems or Applications and support any new Services operating end-to-end as defined by Post Office requirements in the relevant Work Order;
"Hard Cap"	shall have the meaning given to it in paragraph 1.3.4 of Schedule D8;
"Hardware"	means any hardware used by Fujitsu Services to provide Services under this Agreement;
"Hardware Impact Assessment"	means: (a) in relation to any intended Implementation of Branch Hardware, verification of the Branch Hardware's technical compatibility and ability to interface with other elements of the Infrastructure; and (b) in relation to any intended Implementation of Branch Hardware or Stand-Alone Hardware an assessment of the impact of the intended Implementation on the Infrastructure and the HNG-X Services (including, without limitation, the Service Levels and the availability of suitable support);
"Hardware Implementation"	means Hardware Impact Assessment and Implementation Support (as described under Schedule B1.3 but procured under Schedule B1.1);
"Hardware Procurement"	means the procurement of Branch Hardware or Stand-Alone Hardware;
"Head of Change and IS"	means the person designated in writing by Post Office to Fujitsu Services as holding that position for the purposes of this Agreement from time to time;
"Head Office Counter Position"	means a single position gateway configuration or a multi-position gateway configuration to be installed in Post Office office premises that are not Branches;
"Help Desk" or **"Helpdesk"** or **"Horizon System Help Desk"**	means Service Desk provided by Fujitsu until the 2nd July 2014;

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"HNG-A Application"	means a part of the HNG-X System, produced as a redevelopment of the counter business application element of the HNG-X Application, providing the same business capabilities and support facilities, as summarised in Schedule B3.2 of this Agreement, but to be used at a Counter Position on Replaced Branch Infrastructure;
"HNG-A Gaps Counter Position, SYSMAN3 and Residual Release 17 Component Infrastructure Services"	has the meaning given to it in SVM/SDM/SD/0003 Datacentre Operations Service
"HNG-X Acceptance Board"	means the board described as such in paragraph 3.1.2 of Schedule B6.3;
"HNG-X Acceptance Criterion"	shall have the meaning given to it in paragraph 2.3 of Schedule B6.3;
"HNG-X Acceptance Dispute"	shall have the meaning given to it in paragraph 7.1 of Schedule B6.3;
"HNG-X Acceptance Dispute Board"	means the board set out at Schedule A2, Annex 1;
"HNG-X Acceptance Gateway"	means an assessment point at which specific activities or events must meet agreed HNG-X Acceptance Criteria to the parameters defined in Schedule B6.3 before proceeding to subsequent dependent activities or events;
"HNG-X Acceptance Incident Collection"	shall have the meaning ascribed to it in paragraph 2.8 of Schedule B6.3;
"HNG-X Acceptance Incident"	shall have the meaning ascribed to it in paragraph 2.7 of Schedule B6.3;
"HNG-X Acceptance Managers"	means the Fujitsu Services' HNG-X Acceptance Manager and the Post Office HNG-X Acceptance Manager;
"HNG-X Acceptance Method"	shall have the meaning ascribed to it in paragraph 2.4 of Schedule B6.3;
"HNG-X Acceptance Plan"	means a plan produced and agreed in accordance with paragraph 2.10 of Schedule B6.3;
"HNG-X Acceptance Process"	means the acceptance process for the HNG-X System set out or referred to in Schedule B6.3;
"HNG-X Acceptance Process Stage"	means a stage in the HNG-X Acceptance Process referred to in paragraph 2.2.4 of Schedule B6.3;

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"HNG-X Acceptance Testing Evidence"	shall have the meaning given to it in paragraph 5.1 of Schedule B6.3;
"HNG-X Acceptance Tracking"	means the tracking of the HNG-X Acceptance Process as described in paragraph 2.5 of Schedule B6.3;
"HNG-X Acceptance Tracking Document"	shall have the meaning given to it in paragraph 2.5 of Schedule B6.3;
"HNG-X Application"	means a software application expressed as series of business capabilities and support facilities which, as at signature of CCN1200, are summarised in Schedule B3.2, which shall include the HNG-A Application;
"HNG-X Assumptions"	means the assumptions and constraints set out in: (a) the CCDs referred to in Annexes 4, 6 and 8 to Schedule B6.1; (b) Annex 12 to Schedule B6.1; and (c) the CCDs entitled "HNG-X Counter Reference Data Delivery Strategy - Agreed Assumptions and Constraints" (REQ/CUS/STG/0003) and "HNG-X Branch Exception Handling Strategy – Agreed Assumptions and Constraints" (REQ/CUS/STG/0002);
"HNG-X Authority Level 1"	means the Post Office HNG-X Programme Manager and the Fujitsu Services' HNG-X Programme Manager;
"HNG-X Authority Level 2"	means the Post Office Delivery, Integration and Assurance Manager and the Fujitsu Services SI Director;
"HNG-X Baseline Open Book Information"	means the information set out in the CCD entitled "HNG-X Baseline Open Book Information" (COM/MGT/PRO/0002) version 1.0, dated 16 August 2006;
"HNG-X Central Infrastructure"	means all of the equipment installed in the Data Centres to provide the Business Capabilities and Support Facilities;
"HNG-X Date"	means, in respect of each Branch, the Working Day on which the "point of no return" occurs, as described in paragraph 41 of section 8.5 of the CCD entitled "HNG-X Migration Strategy – Agreed Assumptions and Constraints" (REQ/CUS/STG/0001);
"HNG-X Design Walkthrough"	means an HNG-X Acceptance Method described as such in Annex C of Schedule B6.3;
"HNG-X Development"	means all of the following work undertaken by Fujitsu Services pursuant to this Agreement:

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	(a) all design, development and testing in accordance with Project HNG-X; (b) all work and activities connected with achievement of HNG-X Initial Acceptance and HNG-X Final Acceptance; (c) resolution of HNG-X Medium Severity Acceptance Incidents and HNG-X Low Severity Acceptance Incidents outstanding following HNG-X Initial Acceptance and HNG-X Final Acceptance; (d) any work required in the three months after start of HNG-X Project Workstream X4 (HNG-X Application Roll Out)‡ to ensure that the functionality of the Business Capabilities and Support Facilities (other than the HNG-X User Interface and the Postal Services Business Capability) accords with the Business Equivalence Principles;
"HNG-X Development Charges"	means the Charges for HNG-X Development calculated in accordance with the provisions of Schedule D8;
"HNG-X Development Completion"	means completion of HNG-X Development by Fujitsu Services such that all HNG-X Development Charges shall have been paid or shall have become due to be paid by Post Office to Fujitsu Services;
"HNG-X Development Period"	means the period commencing on the date signature of CCN 1200 and ending on the completion of HNG-X Development;
"HNG-X Document Review"	means an HNG-X Acceptance Method described as such in Annex C of Schedule B6.3;
"HNG-X Exit Plan"	means the plan set out in Annex 3 to Schedule E to be developed and maintained in accordance with Schedule E setting out the steps to be followed in relation to termination of Project HNG-X;
"HNG-X Final Acceptance"	means progressing through HNG-X Acceptance Gateway 6 by satisfying all of the matters referred to in paragraph 4.5.3.1 of Schedule B6.3;
"HNG-X Final Acceptance Date"	means the date on which HNG-X Final Acceptance is achieved;
"HNG-X Final Development Charge Date"	means the date on which Fujitsu Services gives notice to Post Office that no further invoices will be raised in respect of HNG-X Development other than in accordance with paragraph 3.2 of Schedule D8;
"HNG-X High Level Test Plans" or **"HNG-X HLTP"**	shall have the meaning ascribed to it in paragraph 2.6 of Schedule B6.3;

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"HNG-X High Severity Acceptance Incident"	means an HNG-X Acceptance Incident categorised as 'High' in accordance with Annex A of Schedule B6.3;
"HNG-X Initial Acceptance"	means progressing through HNG-X Acceptance Gateway 4 by satisfying all of the matters referred to in paragraph 4.5.2.1 of Schedule B6.3;
"HNG-X Initial Acceptance Date"	means the date on which HNG-X Initial Acceptance is achieved;
"HNG-X Low Severity Acceptance Incident"	means an HNG-X Acceptance Incident categorised as 'Low' in accordance with Annex A of Schedule B6.3;
"HNG-X Medium Severity Acceptance Incident"	means an HNG-X Acceptance Incident categorised as 'Medium' in accordance with Annex A of Schedule B6.3;
"HNG-X Migration Assumptions"	means the agreed assumptions and constraints in respect of Transition as set out in the CCD entitled "HNG-X Migration Strategy – Agreed Assumptions and Constraints" (REQ/CUS/STG/0001);
"HNG-X Minor Concession"	means an authorised agreement between the Parties to defer or revoke all or part of a HNG-X Project Requirement where such action has a non-significant impact to performance or functionality for the purposes of the HNG-X Acceptance Process;
"HNG-X Monitoring"	means an HNG-X Acceptance Method described as such in Annex C of Schedule B6.3;
"HNG-X PCI Date"	means, in respect of each Branch, its HNG-X Date or the day on which the Branch is activated as part of the Horizon PCI Rollout, whichever is the earlier. The last HNG-X PCI Date shall be no later than completion of T5 (Data Centre Ready for HNG-X) plus 3 months;
"HNG-X Programme Change Assessment"	means the assessment procedure described in paragraph 3 of Part 5 of Annex 11 to Schedule B6.1;
"HNG-X Programme Change Authority"	means the body described in paragraph 1.2 of Part 5 of Annex 11 to Schedule B6.1;
"HNG-X Programme Plan"	means the plan under which the fulfilment of each Party's obligations under this Agreement in relation to Project HNG-X and certain of the Associated Change Activities was delivered;
"HNG-X Programme Requirements Change Control Process"	means the process described in Part 5 of Annex 11 to Schedule B6.1;

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"HNG-X Project Activities"	means those activities and obligations, performed and undertaken as part of Project HNG-X, that were required exclusively for the purposes of Project HNG-X ;
"HNG-X Project Price"	shall have the meaning given to it in paragraph 1.3.1 of Schedule D8;
"HNG-X Project Tasks"	means the Tasks required to be performed by each Party in order to carry out the HNG-X Project Workstreams;
"HNG-X Project Workstreams"	Means the workstreams listed below across which the HNG-X Project Activities were divided; X1 - HNG-X Application development and testing; X2 - Migrate Data Centre to HNG-X Configuration; X3 - HNG-X Pilot and Acceptance; X4 - HNG-X Application Rollout; X6 - Post Application ADSL Changes; and X7 - Decommission of Horizon equipment;;
"HNG-X Rectification Plan"	means a plan referred to in paragraph 6.4.1 of Schedule B6.3;
"HNG-X Release Validation"	means an HNG-X Acceptance Method described as such in Annex C of Schedule B6.3;
"HNG-X Requirement"	means a business requirement of Post Office which is either (i) set out or referred to in Annexes 3 to 10 (inclusive) of Schedule B6.1 (ii) developed in accordance with the Requirements Definition Process or (iii) agreed in accordance with the Change Control Procedure;
"HNG-X Requirements Assurance"	means the approach agreed by the Parties to the assurance of HNG-X Requirements as described in paragraph 4 of Part 1 of Annex 11 to Schedule B6.1;
"HNG-X Requirements Baselining Process"	means the process described in Part 2 of Annex 11 to Schedule B6.1;
"HNG-X Requirements Catalogue Draft at Contract"	means an extract of the HNG-X Requirements Catalogue from DOORS at the date of signature of CCN1200, version 0.2, which represents the HNG-X Requirements referred to in Annexes 3 -10 of Schedule B6.1;
"HNG-X Requirements Catalogue"	the version controlled list(s) of assured HNG-X Requirements (typically consisting of Use Cases and narrative statements), associated agreed HNG-X Acceptance Criteria, associated agreed HNG-X Acceptance

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	Methods, associated agreed Fujitsu Services compliance statements and associated agreed caveats to full compliance;
"HNG-X Requirements Catalogue, version 1"	means an extract of the HNG-X Requirements Catalogue from DOORS at the end of the Requirements Stage;
"HNG-X Service Infrastructure"	means 1. In the period up to 31st March 2015, the Branch Infrastructure, the HNG-X Central Infrastructure and the HNG-X Telecommunications Infrastructure; 2. In the period from 1st April 2015, the HNG-X Central Infrastructure and the HNG-X Telecommunications Infrastructure;
"HNG-X Services"	means the Operational Services, Call Off Services, Service Integration Services, Third Party Management Services and BCSF Services;
"HNG-X Solution Assurance"	means the process described in paragraph 5 of Schedule B6.2;
"HNG-X Solution Test"	means an HNG-X Acceptance Method described as such in Annex C of Schedule B6.3;
"HNG-X Stage Progression"	means progression through an HNG-X Acceptance Process Stage in accordance with the rules and process set out at paragraph 4 of Schedule B6.3;
"HNG-X Sub-contractor"	means any of the Sub-contractors identified as such in the table in paragraph 2 of Schedule C2;
"HNG-X System"	means the HNG-X Service Infrastructure together with the Business Capabilities and Support Facilities, whether those Business Capabilities and Support Facilities are installed on either of: the HNG-X Service Infrastructure; or the Post Office Cloud, which is the sole responsibility of Post Office;
"HNG-X T&M Budget"	means Fujitsu Services' estimate of the HNG-X Development Charges and Associated Change Development Charges for the resource and time required to complete (as the context requires) (a) an FS Task (b) a Level 3 element in the HNG-X Programme Plan to be performed by Fujitsu Services or (c) a group of such Tasks taken together (from which the budgeted amounts and hours for each such Task, or Tasks taken together, may be derived);

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"HNG-X Telecommunications Infrastructure"	means the Central Telecom Infrastructure;
"HNG-X Termination Charge"	means the charge set out in paragraph 6 of Schedule E payable by Post Office if Project HNG-X is terminated in accordance with Clause 47.11.2;
"HNG-X Test Infrastructure"	Means the SV&I Rig, Integration (INT) Rig and Component Integration and Test (CIT) Rig
"HNG-X Third Party Software"	means any software identified as such in Schedule C3;
"HNG-X User Interface" or **"HNG-X UI"**	means the software accessible at Counter Positions (including its configuration, processes, structure and organisation) by which Users interface with the Business Capabilities and Support Facilities over the Infrastructure;
"Horizon Application"	means software which performed or supported a specific business function at a Branch or in the Back Office and which operated on the Horizon Service Infrastructure in the period up to 31st March 2015
"Horizon Audit Facility"	means the former Horizon Application facility that provided the Audit Support Facility
"Horizon Central Infrastructure"	means infrastructure used to provide the Services prior to the HNG-X Project-;
"Horizon Counter Position"	means a Counter Position, or a similarly automated position at a CTO or at head office premises used by Post Office;
"Horizon Design Documentation"	means Internal Design Documentation and Specially Commissioned Design Documentation;
"Horizon Icon Service"	means the Service referred to in row 7 of Table B of Schedule B3.1;
"Horizon IPR Materials"	has the meaning specified in Clause 30.19.7;
"Horizon Materials"	means all documents, software, materials, items or other things whatsoever that were created by or on behalf of Fujitsu Services for or in connection with this Agreement before the Project HNG-X Commencement Date and any other documents, software, materials, items or other things created after that date and used solely in connection with the provision of Existing Services;
"Horizon PCI Rollout"	means the rollout of PCI changes to Horizon Counter Positions as described in the CCD entitled "Security Constraints" (ARC/SEC/ARC/0001);

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"Horizon Reconciliation Facility"	means the former Horizon Application facility that provided the Reconciliation Support Facility;
"Horizon Service Infrastructure"	means (a) In the period up to 31st March 2015, the Branch Infrastructure, the Horizon Central Infrastructure and the Horizon Telecommunications Infrastructure; (b) In the period from 1st April 2015, the HNG-X Service Infrastructure
"Horizon Software"	means all software, databases and documentation used in the delivery of services to Post Office pursuant to this Agreement by Fujitsu Services, including without limitation: (i) the Fujitsu Background IPR; (ii) the Internal Code; (iii) the Fujitsu Developed Documentation; (iv) the Fujitsu Services Software; (v) the Listed Documentation; and (vi) the Licensed IPR, but excluding (without prejudice to any right, title or interest Post Office may have in respect of such items pursuant to this Agreement): (i) the Fujitsu Support Applications; (ii) the Specified Third Party Software; and (iii) any software, databases and documentation in which the Intellectual Property Rights and database rights are owned by Post Office;
"Horizon Software IPR"	means the Intellectual Property Rights and database rights subsisting in the Horizon Software;
"Horizon Telecommunications Infrastructure"	means, prior to the occurrence of Trigger Point T5 (Data Centre Ready for HNG-X), the telecommunications links between the Horizon Central Infrastructure on the one hand and each of (a) the Branch Infrastructure (b) Client systems (c) Post Office systems (d) the Merchant Acquirer and (e) Santander systems on the other hand, and shall include any associated telecommunications equipment including, without limitation, transfer management servers and physical routers;

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"Horizon Third Party Software"	means any software identified as such in Schedule B4.1;
"HSCSD"	means High Speed Circuit Switched Data;
"HSM"	means the hardware security module in which PINs are translated prior to transmission of encrypted data from the Infrastructure to the Banks;
"Human Computer Interface" or **"HCI"**	means the interface between the computer systems and Users;
"Icon Business Change CCDs"	means the CCDs entitled "Horizon Icon Service Description" (CS/PDN/018) and "Horizon Icon Service Prices" (CS/PDN/019)
"IDS"	has the meaning set out in paragraph 2.5.1 of Schedule I4 (*K5 Cloud Services*);
"Implementation"	means all or any of the following activities: (a) Hardware Procurement; (b) Implementation Support; (c) Installation Management; and (d) Installation;
"Implementation Support"	means any or all of the service elements relating to the Implementation of Branch Hardware or Stand-Alone Hardware identified as part of Implementation Support in the Annex to Schedule B1.3 or any similar service element agreed to be such by the Parties from time to time;
"In/Out Payment Business Capability"	means the Business Capability referred to at paragraph 2.3 of Schedule B3.2;
"Incident"	an unplanned interruption to Business Capabilities and Support Facilities and associated POL Service Types or failure of a component of any of the above.
"Incident"	means any perceived abnormal or undesirable occurrence relating to the Services;
"Indemnified Party"	shall have the meaning given to it in Clause 34.9;
"Indemnifying Party"	shall have the meaning given to it in Clause 34.9;
"Independent Adviser"	means an independent consultancy generally recognised in the IT industry in the United Kingdom who may carry out Competitive Tendering in accordance with Schedule D6;
"Indexed Charges"	shall have the meaning set out in paragraph 16.1 of Schedule D1;
"Information Condition"	shall have the meaning set out in Clause 43.12;
"Infrastructure"	means any of the infrastructure used by Fujitsu Services at the relevant time to deliver the Services, being any of the Horizon Service

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	Infrastructure, the HNG-X Service Infrastructure or, during the Roll Out Phase, the combination of elements of the Horizon Service Infrastructure and the HNG-X Service Infrastructure (as applicable) and excluding the infrastructure used to deliver the Post Office Cloud; For the avoidance of doubt, it is noted that from 1st April 2015 the definitions of Horizon Service Infrastructure and HNG-X Service Infrastructure changed.
"Infrastructure Services"	means OPS and TMS, the provision of which ceased at Trigger Point T6 (Counter Application Rollout Complete);
"Ingenico Central Platform"	means the technical platform, which in particular shall include software managed, exploited, maintained and administered by Fujitsu Services' Sub-contractor, Ingenico, for the provision of the Payment and Banking Service;
Ingenico Software"	means the software programs owned by Fujitsu Services' Sub-contractor, Ingenico, used to deliver the Payment and Banking Service. The Software contains components hosted on the Ingenico Central Platform ("**Axis**") and components to be loaded onto the PIN Pad ("**C3 Software**");
"Initial Branch Infrastructure"	shall have the meaning specified in paragraph 2.1.1 of Schedule B3.4;
"Initial Horizon Application"	means EPOSS, APS, LFS, Message Broadcast, NBS and the Horizon Application element of Debit Card and Reference Data Management;
"Inner Core Team"	means those personnel identified as such in the minutes of the Demand Planning Forum;
"In-Scope Employees"	shall have the meaning set out in Clause 75.15;
"Installation"	means any or all of the service elements relating to the Implementation of Branch Hardware or Stand-Alone Hardware identified as part of Installation, as referred to in the Annex to Schedule B1.3;
"Installation Management"	means any or all of the service elements relating to the Implementation of Branch Hardware or Stand-Alone Hardware identified as part of Installation Management in the Annex to Schedule B1.3;
"INT"	means a testing process used to validate platform and software integration, packaging, provisioning distribution and installation, before software reaches the formal test environments;
"Integration (INT) Rig"	means the Rig used by the Product Integration Team (PIT) to test packages and associated scripts produced by Development, prior to handover to the Test Team and the SV&I Rig;

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"Intellectual Property Rights" or **"IPR"**	means patents, trade marks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, moral rights, copyright, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom);
"Interface Costs"	means Interface Establishment Costs and Interface Operational Costs;
"Interface Establishment Costs"	means all costs reasonably incurred by Fujitsu Services in establishing any new technical and operational interfaces between a Replacement Service and the Services (other than the Terminable Service being terminated);
"Interface Operational Costs"	means the ongoing cost to Fujitsu Services of operating, managing and maintaining the technical and operational interfaces between a Replacement Service and the Services (other than the Terminable Service being terminated);
"Interim Applications Support and Maintenance Service (ASM)"	means the Applications Support and Maintenance Service as described within Schedule I2 (Application Support and Maintenance)
"Internal Code"	means machine readable software (including PIN Pad firmware) supplied as an integral part of the Hardware and not listed in this Agreement;
"Internal Design Documentation"	means Fujitsu Services' internal design documentation created for the purposes of this Agreement prior to the Project HNG-X Commencement Date or created after that date and used solely in connection with the provision of Existing Services;
"Investment Recovery"	shall have the meaning given to it in paragraph 4.2.1 of Schedule D3;
"Invoicing Period"	shall have the meaning set out in paragraph 6.1.3 of Schedule D2;
"IP Licence Fee"	means the fee payable by Post Office to Fujitsu Services under Clause 30.19.1;
"ISDN"	means integrated services digital network;
"Issuer Identification Number" or **"IIN"**	means the identification number ascribed to an issuer of a magnetic card or similar token by APACS;
"IT"	means information technology;
"IT Infrastructure Library" or **"ITIL"**	means a series of industry standard documents used to aid implementation of a framework for IT services management;
"Joint Objectives"	shall have the meaning given to it in Recital (E);

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"Key Individual"	means a natural person employed or engaged by either Party and: i) in the case of Fujitsu Services, who is a member of the SIP or all or substantially all of whose work is directly associated with the provision of the Services to Post Office; or ii) in the case of Post Office, 20 per cent. or more of whose work facilitates the receipt by Post Office of the Services, such work including the support, administration or monitoring of all or any part of the Services and/or the management of staff involved in carrying out such work;
"Key Management System" or **"KMS"**	means the management of security keys;
"Key Personnel"	means the specific personnel listed in the CCD entitled "Fujitsu Services Key Personnel" (HR/CON/001);
"Known Error Log (KEL)"	means a single electronic record maintained by Fujitsu Services which records details of known errors and specifying workarounds and "Known" errors shall be construed accordingly
"LAN"	means local area network;
"Leased Fixed Circuits"	
"Level"	means the level of detail at which tasks or activities are described in the HNG-X Programme Plan being either level 1 (the least detailed), level 2, or level 3 (the most detailed);
"LFS"	means the former Horizon Application facility that provided the Cash and Stock Management Business Capability;
"LIBOR"	means the London InterBank Offered Rates;
"Licence Date"	means the date of expiry of this Agreement, the date upon which the termination of the whole Agreement is effective or, in the case of any notice issued by Post Office under Clause 30.19.3 or Clause 30.19.4, the date upon which the relevant notice is received by Fujitsu Services from Post Office (as applicable);
"Licensed IPR"	means all Intellectual Property Rights created under this Agreement after the Project HNG-X Commencement Date by or on behalf of Fujitsu Services, any member of the Fujitsu Services Group or any HNG-X Sub-contractor, other than: (a) the Post Office Foreground IPR; and

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	(b) all Intellectual Property Rights in all Developed Documentation, Fujitsu Services Software, Listed Documentation, Specially Written Software, Specially Written Documentation, Horizon Design Documentation and Horizon Materials;
"Licensed Persons"	shall have the meaning given to it in paragraph 2.2.1 of Schedule B4.1;
"LINK" or **"LiNK"**	means the branded and shared network of cash machines and self-service terminals of certain member banks and building societies in the UK, which enables services from one member bank or building society to be available at cash machines of all member banks and building societies, to be construed for the purposes of this Agreement as a single system;
"Liquidated Damages Threshold" or **"LDT"**	shall have the meaning given to it in paragraph 1.2.2 of Schedule C1;
"Listed Documentation"	means documents listed in paragraph 3 of Schedule B4.1 created prior to the Project HNG-X Commencement Date or created after that date and used solely in connection with the provision of Existing Services;
"Live Monitoring"	means the HNG-X Acceptance Process Stage referred to in paragraph 2.2.4.3 of Schedule B6.3;
"Live Pilot"	means the HNG-X Acceptance Process Stage referred to in paragraph 2.2.4.2 of Schedule B6.3;
"Live System Test (LST) Rig"	means the rig used for testing all fixes and releases prior to deployment to the live estate. The LST rig is designed to model the live estate as closely as practical in functional but not in capacity terms;
"Local Allowance"	Means: 1. In the period up to 31st March 2015, the allowable time for any failure of the Branch Infrastructure and/or the Branch Telecom Infrastructure; 2. In the period from 1st April 2015, the allowable time for any failure of the Branch Telecom Infrastructure.
"Local Failure"	Means: 1. In the period up to 31st March 2015, a failure of the Branch Infrastructure and/or the Branch Telecom Infrastructure and 2. In the period from 1st April 2015, a failure of the Branch Telecom Infrastructure;
"Local Loop"	Means, in respect of each Branch, the ISDN, PSTN or ADSL (as applicable) socket in that Branch and its connection to the Central Network;

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"Logon Restrictions"	means functionality provided as part of Training Controls that controls whether a Counter Position User's assigned role is overridden by the Coursework Role at logon
"Losses"	shall have the meaning set out in Clause 43.1;
"Lower Target Price"	has the meaning given to it in paragraph 1.3.1 of Schedule D8;
"LREC File"	means a reconciliation file generated by LINK which details all financial Banking Transactions acquired and issued for Post Office on that day;
"MAC"	means message authentication code;
"MAC Team" or "Major Account Controllers"	means the team which forms a part of the Service Management Service, performing activities in support of the other Operational Services as a subset of the functions previously performed by the Service Desk Service as described in the CCD entitled "Service Management Service: Service Description (SVM/SDM/SD/0007)
"Mails Acceptance"	means the processes set out in paragraph 2.9.2 in Schedule B3.2;
"Mails Administration"	means the processes set out in paragraph 2.9.3 in Schedule B3.2;
"Mails Administration Application"	means the former Horizon Application facility that provided the Postal Services Business Capability;
"Mails Application" or **"Mails"**	means the former Horizon Application facility that provided the Postal Services Business Capability;
"Mails Carriers"	means organisations with which Post Office contracts directly or indirectly to provide postal services to Customers;
"Mails Product"	means the software referred to as such and identified in (as applicable) row 7 of Table 1 of Schedule B4.1 or row 4 of Table 4 of Schedule C3 (as applicable);
"Management Information Service"	means the Service referred to in line 10 of Table A of Schedule B3.1;
"Margin Rate"	means, in respect of any Operational Service in any month from (and including) April 2008 to (and including) March 2012, the amount, if any, identified in the Operational Charges Table as the Margin Rate for that Operational Service in the Financial Year in which such month falls;
"Margins & Commissions File"	means an electronic file sent by Post Office to Fujitsu Services containing the trading margins to be used by the Bureau Service;
"Market Testing"	means either or both of Benchmarking and Competitive Tendering;

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"Maximum Authorisation Agent Wait Period" or **"MAAWP"**	means the period the NB Authorisation Agent shall wait for a corresponding NB Authorisation after generating a NB Request (for transfer to the Banks) before itself generating an NB Authorisation signifying a NB Decline (due to system time-out) to be sent to the relevant automated Counter Position;
"Maximum Counter Wait Period" or **"MCWP"**	means until Payment and Banking Service Trigger Point PBS3 - Commencement of Payment and Banking Pilot the period that an automated Counter Position shall wait for a corresponding NB Authorisation after generating a NB Request before itself Declining that Banking Transaction due to system time-out; between Payment and Banking Service Trigger Points PBS3 - Commencement of Payment and Banking Pilot and PBS5 - Completion of Migration to Payment and Banking Service; ○ for Counter Positions not yet migrated to the Payment and Banking Service - means the period that an automated Counter Position shall wait for a corresponding NB Authorisation after generating a NB Request before itself Declining that Banking Transaction due to system time-out; ○ for Counter Positions migrated to the Payment and Banking Service – means a prior Counter Position time-out that no longer applies, time-outs for Payment and Banking Service now being managed by the Service, as defined in the CCD entitled "Axis Managed Payment Service Solution - Solution Design"; after Payment and Banking Service Trigger Point PBS5 - Completion of Migration to Payment and Banking Service - means a prior Counter Position time-out that no longer applies, with time-outs for Payment and Banking Service now being managed by the Service, as defined in the CCD entitled "Axis Managed Payment Service Solution - Solution Design;
MDM	Means the MasterData Manager application developed on behalf of Post Office and hosted by Fujitsu Services;
"Mean Time Between Failure" or **"MTBF"**	means the measurement process used to calculate the mean failure rate of Equipment as set out in the CCD entitled "Calculating Mean Time Between Failure and Availability" (SVM/SDM/PRO/0013);
"Mediator"	shall have the meaning given to it in paragraph 6.1 of Annex 2 to Schedule A2;
"Merchant Acquirer" or **"MA"**	means the third party (contracted for by PO Ltd) which facilitates the handling of DC messages interfacing between the POL Service Infrastructure and banks as necessary ;
"Message Broadcast Service" or **"MBS"**	means the Service referred to in line 2 of table B of Schedule B3.1;

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"Message Handling Support Facility"	means the Support Facility referred to at paragraph 3.8 of Schedule B3.2;
"Method of Payment"	means the form of payment recorded against a Transaction involving a Customer;
"Microsoft Availability Zone"	means a unique physical location within a Microsoft Azure region. Each Microsoft Availability Zone is made up of one or more datacentres equipped with independent power, cooling, and networking;
"Microsoft Client Access Licence" or **"Microsoft Client Access Licences"**	means Microsoft's 'Windows Server 2003 Client Access Licence', being the licence required for each Use or device (or combination of both) to access or use the Windows server software for the purpose of exchanging user or application credentials;
"MID"	means in the context of Debit Card, the merchant identification number;
"Migration and Implementation Requirements"	means the HNG-X Requirements referred to in Annex 6 to Schedule B6.1, as may be amended under the HNG-X Programme Requirements Change Control Process or in accordance with the Change Control Procedure;
"Migration Charges"	means the Charges calculated in accordance with the provisions of Schedule D7;
"Mini Extension Report"	has the meaning given in paragraph 10.1.5 of Schedule E;
"Minimum Evidence Set"	Documentation required in order for Fujitsu Services to support the Incident, as agreed from time to time between the parties
"MIS"	means management information system;
"MOU"	means the Memorandum of Understanding dated 16th November 2017 under which the parties agreed to make a number of changes to the Agreement, (known as Project "Everest")
"MSU Day"	means 0800 to 1730, Monday to Friday (inclusive), excluding Bank Holidays;
"NBSC"	means Network Business Support Centre (Post Office);
"NB Authorisation"	means an authorisation message transmitted on-line from the Banks in response to a NB Request, stating whether that NB Request has been approved or Declined;
"NB Authorisation Agent"	means the software application to be installed in each Data Centre and used to process NB Requests, NB Authorisations and C0 Confirmations transmitted between the Branch NB System elements and the Banks;

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"NB Confirmation"	means a confirmation message written to record the outcome of a Banking Transaction;
"NB Core Hours"	means 0800 to 1730 Monday to Friday (inclusive), and 0800 to 1300 Saturday, excluding Bank Holidays;
"NB Customer Verification"	means the process by which the association of a Customer with a NB Token is to be checked, as described in paragraph 5.7.2 of the CCD entitled "NBS Definition" (BP/SPE/035);
"NB Decline"	means a refusal by the NB System or Counter Clerk to proceed with a Banking Transaction after a NB Request is generated or an instruction contained in an NB Authorisation to refuse a Banking Transaction received via NBE. "Declined" and "Declining" shall be construed accordingly;
"NB Pilot (Soft Launch)"	means the testing that was undertaken by the Parties in a live environment of the NBS and NB System as part of the End to End Service for banking;
"NB Priority Exception"	means a Banking Transaction for which: (a) no Disputed Banking Transaction Notice has been received by Fujitsu Services and which persists in system state category number 4 or 12 as set out in the CCD entitled "End to End Reconciliation Reporting" (SVM/SDM/SD/0020) on the second MSU Day following the day of receipt by the DRSH of the corresponding C4 Confirmation or D Message (as applicable); or (b) a Disputed Banking Transaction Notice has been received by Fujitsu Services and which is within or subsequently falls within the system state category number 4 or 12 as set out in the CCD entitled "End to End Reconciliation Reporting" (SVM/SDM/SD/0020);
"NB Project Plan"	means the plan for the development and implementation of the NBS described in paragraph 8.2 of Schedule 24 to Baseline 7;
"NB Request"	means a priority request message generated for transmission on-line from a Branch to a Bank in order to undertake a Banking Transaction for a Customer;
"NB System"	means the elements of the Infrastructure employed by Fujitsu Services in the provision of the Banking Functions;
"NB Token"	means a Token supported by the NBS, as described in paragraph 5.1.1 of the CCD entitled "NBS Definition" (BP/SPE/035);

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"NBS"	means the former Horizon Application facility that provided the Banking Business Capability;
"NBS Acceptance"	means acceptance of the NBS in accordance with paragraph 6.3.1 of Schedule 24 to Baseline 7;
"Near Shore"	means, in the context of the location of development staff, those staff from an off-shore developer working in the UK;
"Near Shore and Offshore Rates"	means the rates contained in the table set out at paragraph 10.4 of Schedule D1, which are described as 'Near Shore' and 'Offshore';
"Network Banking CCNs"	means CCN817, CCN865a, CCN907, CCN909a, CCN914a, CCN928b, CCN932, CCN933, CCN934, CCN936b, CCN947, CCN959, CCN967, CCN970a, CCN971 and CCN976a;
"Network Banking Implementation Charges"	means the charges referred to in paragraph 11 of Schedule 10 of Baseline 7;
"Network Service"	means the Central Network Service;
"Network Tower Contractor"	means Verizon UK Limited being the Next Supplier of branch networking and communications management services, in place of the Branch Network Service and CMT Service which are being provided or which have been provided by Fujitsu Services up until 31 March 2018;
"Network Wide Failure"	means a failure of the HNG-X Central Infrastructure and/or the Central Telecom Infrastructure which results in a loss of the availability of one or more Branches and Counter Positions;
"New CTO Configuration"	means each simulated Counter Position provided by Fujitsu Services in a Post Office training centre which has a network connection (via a LAN or direct) to the Data Centre;
"New Extract Definitions"	means a new extract of data from the automated payments out-pay database or changes to existing extracts from that database;
"New Personal Data"	has the meaning given in Clause 33.2.33(b);
"New Style Mobile Configuration"	means, in the context of Equipment at Counter Positions, the mobile computer based counter configuration referred to as "new style" and described in the CCD entitled "Counter Hardware Design Specification" (BP/DES/003);
"Next Supplier"	means the next supplier (if any) nominated by Post Office (whether this be Post Office, another subsidiary of Royal Mail Group Limited or another third party including without limitation a supplier to a Tower) to take over, from Fujitsu Services, the performance of some or all of the Services and/or the provision of Replacement Services;

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"Nominated Executive"	shall have the meaning given to it in paragraph 3.2 of Annex 2 to Schedule A2;
"Non-Router Proportion"	means, in respect of each month, rolling four week period or week, as the context requires, the proportion calculated according to the following formula: $\frac{(A - B)}{A}$ where: (a) A is the total number (determined in accordance with paragraph 3.1 of Schedule D7) of 3G, 4 port routers due to be installed in Branches as part of Associated Change Activities; and (b) B is the aggregate number of 3G, 4 port routers installed in Branches by Fujitsu Services as part of Associated Change Activities by the end of the previous month, rolling four week period or week, as the context requires;
"Non-standard Third Party Material"	means any third party software (not being a standard software package), document or other material which is not readily available on reasonable commercial arm's-length terms;
"OBC"	means Operational Business Change.
"OBC Brach Change Trigger Point"	means the point at which all Branches, and all Counter Positions and connected devices such as self-service kiosks or automated enrolment identification devices at all Branches, have been migrated to interact directly with the Branch Access Layer element of the HNG-X Application in Post Office Cloud and have passed all relevant deployment tests as specified in the relevant CWO(s). This point will occur at some time during the programme of work to migrate the Business Capabilities and Support Facilities of the HNG-X System from the HNG-X Service Infrastructure to the Post Office Cloud, such time to be agreed between the Parties. At this OBC Branch Change Trigger Point the Operational Business Change (Branch Change) Service will change as defined in the CCD "Operational Business Change (Branch Change) Service: Service Description" (SVM/SDM/SD/0014);
"Offensive Communication"	has the meaning set out in paragraph 2.5.1 of Schedule I4 (K5 Cloud Services);
"Offshore"	means personnel of a Fujitsu Services overseas affiliate or sub-contractor who are working in India;

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""**Offshoring"**	means the process by which a post or task is transferred to an Indian affiliate or sub-contractor;
"OLA"	means a Working Document that is an operational level agreement and where relevant in the Supply Chain Model as further defined in paragraph 9.7 of Schedule A2
"OLA(s)"	has the meaning given in paragraph 9.7 of Schedule A2;
"Old CTO Configuration"	means each simulated Counter Position provided by Fujitsu Services in a Post Office training centre or for a Post Office demonstration system that utilises an off-line, stand-alone terminal;
"Old Style Mobile Configuration"	means, in the context of Equipment at Counter Positions, the mobile computer based counter configuration referred to as "old style" and described in the CCD entitled "Counter Hardware Design Specification" (BP/DES/003);
"Open Book"	means the cost verification method described in Schedule D4, pursuant to which Post Office shall be entitled to request and Fujitsu Services shall be obliged to provide certain costs information as further set out in Schedule D4;
"Operational Business Change"	means, as the context requires, the services which can be procured by Post Office for operational changes, as set out or referred to in the Service Descriptions for the Operational Business Change (Branch Change) Service, Reference Data Management Service, Message Broadcast Service, Client Take-On Service, AP Client Delivery Agreement Change Service, PODG Client File Re-Send Service and the Horizon Icon Service;
"Operational Business Change (Branch Change) Service"	means the Service referred to in row 3 of Table A of Schedule B3.1 and row 1 of Table B of Schedule B3.1;
Operational Business Change (Branch Change) Restructure Charge	Means the one-off Charge payable by Post Office to Fujitsu Services as detailed in Paragraph 6.13 of Schedule D1
"Operational Business Change Branch CCDs"	means the CCDs entitled "Post Office Limited Operational Business Change – Branch Interface Agreement" (SVM/SDM/STD/0001), and "Operational Business Change (Branch Change) Service: HNG Service Description" (SVM/SDM/SD/0014)";
"Operational Change Proposal" or **"OCP"**	means the process referred to in the CCD entitled "Service Management Service: Service Description" (SVM/SDM/SD/0007);
"Operational Charges Table"	means the table of that name in Annex B to Schedule D1;

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"Operational Charges"	means the Charges for the Operational Services described in paragraphs 2 and 6 of Schedule D1;
"Operational Fixed Charge"	means, in respect of any Operational Service in any month, the Charge identified in the Operational Charges Table as a fixed Charge for that Operational Service in the Financial Year in which such month falls (subject to adjustment in accordance with paragraph 5 of Schedule D1);
"Operational Level Target" or **"OLT"**	means an operational level target of Service required from Fujitsu Services by Post Office;
"Operational Services"	means: (a) in the period up to 31 March 2015, the Services referred to in Table A of Schedule B3.1; and (b) in the period from 1 April 2015 to 31st March 2017, the Services referred to in Table A of Schedule B3.1; and (c) in the period from 1st April 2017, the Services referred to in Table A of Schedule B3.1 excluding the Expiring Services (save for those Expiring Services that are extended in accordance with paragraph 10 of Schedule E)
"Operational Unit Charge"	means, in respect of any Operational Service in any month, the unit charge or charges, if any, identified in the Operational Charges Table for that Operational Service in the Financial Year in which such month falls (subject to adjustment in accordance with Schedule D1);
"Operator Cash Branch"	means a Branch which operates using self-funded model where the cash to operate the branch is provided by the retailer / branch operator;
"OPS"	means the office platform service which formerly provided Horizon Service Infrastructure to Branches;
"Original Work Order"	shall have the meaning set out in paragraph 5.13 of Schedule D2;
"Other Authorised Location"	means a site, other than a Branch, where it may be necessary to install and use elements of the Infrastructure, e.g. training sites, county shows, and exhibitions;
"Other IT Supplier"	means any company other than Fujitsu Services (and its Sub-contractor) which provides (or is being considered as a potential provider of) IT services, other services or equipment to Post Office;
"Other Stock"	means all Stock other than Retail Stock, Security Stock and Value Stock, including leaflets, forms and various general consumables and supplies;

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"Outer Core Team"	means those personnel identified as such in the minutes of the Demand planning team;
"P2Pe Asset Management Service"	means the Service referred to in row 20 of Table A of Schedule B3.1;
"PAF Calling Application"	means the AP-ADC Facility within APS, Mails Application and such other Horizon Applications that the Parties agree under the Change Control Procedure will utilise the PAF Facility;
"PAF Database" or **"PAF"**	means the database of the Royal Mail Group or one of its Subsidiary Companies containing all known addresses and postcodes in the United Kingdom at the date of the version of the database, (including any updates to, or extracts from, the database from time to time) as provided to Fujitsu Services by Post Office (or a third party on behalf of the Post Office) for use in connection with the provision of the PAF Facility or the PAF Support Facility as the case may be;
"PAF Facility"	means the former Horizon Application facility that provided the PAF Support Facility;
"PAF Support Facility"	means the Support Facility referred to in paragraph 3.7 of Schedule B3.2;
"PAN"	means the primary account number (part of the IIN) associated with a NB Token;
"Parent Company"	means any holding company (as defined in Section 736 of the Companies Act 1985);
"Partial Termination"	means the termination by Post Office, in accordance with this Agreement, of one or more Terminable Service(s) on each occasion that such termination occurs and "Partially Terminate" and its cognates shall be construed accordingly;
"Partial Termination Charge"	means the Charge calculated in accordance with paragraph 6 of Schedule E and payable by Post Office upon Partial Termination in accordance with Clause 47.10.2;
"Participants"	means those persons referred to in Appendix 3 of Schedule I3 (Digital Development Services);
"Party"	means each of Post Office and Fujitsu Services;
"Payment Management Business Capability"	means the Business Capability referred to in paragraph 2.10 of Schedule B3.2;

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"Payment and Banking Pilot"	means the demonstration of the Payment and Banking Solution for a limited scope within a live environment in accordance with the schedule set out in Appendix 1 (Migration Plan) to Schedule I6;
"Payment and Banking Service"	means the Service referred to in line 21 of Table A of Schedule B3.1 and further defined in Schedule I6
"Payment and Banking Solution"	means the overall solution developed by Fujitsu Services under the CWO230 for use by Post Office;
"Payment and Banking Service Acceptance"	shall mean the acceptance, as jointly agreed between Post Office, Fujitsu Services and Ingenico, for the Payment and Banking Service exiting the Early Life Support phase. The acceptance criteria shall be agreed between the parties based on the following principles: • all transaction types are verified; • there are no unacceptable (as agreed by Post Office, Fujitsu Services and Ingenico) reconciliation errors and other downstream Post Office systems are working in accordance with the Service Level Targets for the Reconciliation Service; • the processes for responding to service requests to the Payment and Banking Service, as documented in paragraph 3.4.7 of Schedule I6, are operating in accordance with the Payment and Banking Service Level Target SLA8.1 (Service Requests); • Service performance is confirmed in accordance with the Service Level Targets for the Payment and Banking Services set out in Schedule I6, including the Incident resolution times for any Incidents raised during the Early Life Support period; • the Payment and Banking Service is stable with all functional and operational processes working in accordance with the Service Level Targets; • there are no unresolved P1 or P2 Incidents for Payment and Banking Service. If there are P1 or P2 Incidents not yet resolved at the target conclusion of Early Life Support, then the Early Life Support period will extend if needed and as agreed by Post Office, Fujitsu Services and Ingenico; • the transaction times Service Level Targets, set out in Table 1 in paragraph 3.4.10 of Schedule I6 with Service Level Refs SLA-EMV1.1 and SLA-BANK1.2, are measured during Model Office testing, the Payment and Banking Pilot phase and regularly during the migration of Branches to ensure that there is no noticeable degradation in performance; and • the Service Level Targets, set out in Table 1 in paragraph 3.4.10 of Schedule I6 with Service Level Ref. SLA-BANK1.2, have been reviewed during the period of Early Life Support, as documented in paragraph 3.4.1 of Schedule I6, and agreement has been reached whether the Service Level Target would remain as defined beyond this Payment and Banking Service Acceptance, or with a changed definition agreed via the Change Control Procedure;
"Payment and Banking Service Trigger Point" or "PBS1" or "PBS2" or	means one of the following trigger points, indicating the status of deployment and implementation of the Payment and Banking Service. These trigger points support the definition of the Payment and Banking

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"PBS3" or "PBS4" or "PBS5"	Service to be provided during the intervening periods of its deployment and implementation – PBS1 – Commencement of Payment Pilot, with an implementation to the Model Office and then a limited implementation to a number of Counter Positions in a number of Branches, for a limited time period, providing support for EMV Payment Transactions under support as described and to be provided under the separate CWO0298a; PBS2 – End of Payment Pilot, all Counter Positions in all Branches migrated to the Payment Pilot have been reverted back to the currently contracted Business Capabilities and Support Facilities and HNG-X Services; PBS3 – Commencement of Payment and Banking Pilot, with an implementation to the Model Office and then a limited implementation to a number of Counter Positions within a number of Branches, for a limited time period, providing Payment and Banking Service to those Counter Positions migrated to Payment and Banking Service (under control of Reference Data), for all other Counter Positions, not yet migrated, prior HNG-X Services remain; PBS4 – Commencement of Migration to Payment and Banking Service, full deployment and implementation of Payment and Banking Service for Counter Positions migrated to Payment and Banking Service (under control of Reference Data), for Counter Positions not yet migrated prior HNG-X Services remain; PBS5 – Completion of Migration to Payment and Banking Service, full deployment and implementation of Payment and Banking Service for all Counter Positions in all Branches; and PBS6 - Payment and Banking Service Acceptance, agreement to accept Payment and Banking Service and to end Early Life Support;
"Paypole"	means the fixture to which a PIN Pad is attached
"PBS Banking Transaction"	means a transaction initiated by Post Office and/or its customer, which is subject to processing on the Ingenico Central Platform as part of the Payment and Banking Service, which relates to the operation of a bank account and shall include, without limitation, balance enquiries, cash withdrawal, PIN changes, cash deposit with PIN and Cash Deposit without PIN and for banking cards accepted by the Ingenico Central Platform including when the transaction fails as a result of the applicable authorisation rules as well as transactions which are not balance changing transactions but are subject to processing on the Ingenico Central Platform within the scope of the Payment and Banking Service

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"PBS Data"	means data relating to PBS Transactions, of any nature or form, including Personal Data, collected or processed by Fujitsu Services as part of the Payment and Banking Service;
"PBS Transaction"	means either an EMV Payment Transaction or a PBS Banking Transaction;
"PCI"	means Payment Card Industry;
"PCI DSS" or "Payment Card Industry Data Security Standard"	means the standard of data security of the payment card industry, as published by the PCI SSC and updated from time to time;
"PCI SSC" or "Payment Card Industry Security Standards Council"	shall mean the independent organization which define the PCI standards and manage their life cycle;
"PEAK"	means the system used by Fujitsu Services' Post Office Account to record and monitor bugs found during testing;
"Penetration Testing support"	means the process support involving an active analysis by Fujitsu Services Limited of the system for any potential vulnerabilities. This analysis is described in the Security Management Service description referenced SVM/SDM/SD/017;
"Person"	includes a partnership, a corporation or association (whether incorporated or unincorporated), as well as a natural person;
"Per Sprint Story Point Allocation"	Means one hundred (100) Story Points;
"Personal Data"	has the meaning given to it in Article 4(1) of the GDPR;
"Personal Data Breach"	has the meaning given in Article 4(12) of the GDPR
"Personnel Information"	shall have the meaning given to it in Clause 41.2;
"Phase One"	shall have the meaning described in paragraph 3.2 of Schedule E;
"Phase Two"	shall have the meaning described in paragraph 3.3 of Schedule E;
"PIN"	means personal identification number;
"PIN Pad"	means a device used by a Customer to enter a PIN including, without limitation, for the purposes of NB Customer Verification;
"PIN Pad OBC Stock"	means the stock of PIN Pad Units held from time to time by Fujitsu Services for Operational Business Change requirements which are no longer held

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	following the reduction in scope of the OBC (Branch Change) Service on the 31 March 2015;
"Pin Pad Procurement Charges"	means the Charges for procuring PIN Pad Units, as set out in paragraph 14 of Schedule D1;
"PIN Pad Roll Out Project"	means the process of upgrading the iPP350 Counter PIN Pad estate to achieve PCI compliance through implementation of a rolling inspection and upgrade programme conducted under CWO0096c;
"PIN Pad Site"	means (i) all automated Counter Positions (ii) New Style Mobile Configurations (iii) Old Style Mobile Configurations (iv) Admin Positions and (v) trolley based solutions in Branches;
"PIN Pad Unit"	means a PIN Pad, Y cable and cable strap;
"Pivot to Cloud"	has the meaning set out in Schedule I
"Planning Period"	means each successive period of two or three weeks designated by Fujitsu Services as a planning period;
"Platform Standing Team"	Has the meaning given in paragraph 3.4 of Schedule I3 (Digital Development Services);
"POA"	means Fujitsu Services' Post Office account;
"PODG"	means Post Office Data Gateway. It is used to provide the Post Office Data Gateway Service;
"PODG Client Connection Service"	means the call off service described in Table B of section 2.2 in Schedule B3.1;
"PODG Client File Re-Send Service"	means the Service referred to in line 4 of Table B of Schedule B3.1;
"**PODG Gold Service Type"**	means a PODG file delivery option where the Route used to deliver files have a specific time range and service level for delivery of files;
"Point of Sale Business Capability"	means the Business Capability referred to in paragraph 2.2 of Schedule B3.2;
"POL Core Day"	means the period from 19:00 on a Working Day to 19:00 on the following Working Day;
"POL FS Data"	means prior to and after the POLSAP R1 Go Live Date any data (including, without limitation, any Personal Data): • provided by or on behalf of Post Office for loading onto the POL FS System;

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	• produced by the Infrastructure and held on the POL FS System; or • contained in any Transaction Correction Record delivered by Fujitsu Services to any Branch;
"POL FS Hosting Services"	means POL FS Services;
"POL FS Services"	means the Operational Service described in, as applicable in accordance with the provisions of Schedule B3.1, the CCD entitled "Service Description for the SAP Hosting Service" (CS/SER/022) or in Annex C to the CCD entitled "Data Centre Operations Service: Service Description" (SVM/SDM/SD/0003) including, without limitation, Fujitsu Services' hosting of Configured POL FS in live operational use or in development or testing environments within the Infrastructure;
"POL FS System"	means the technical infrastructure (forming part of the Infrastructure) employed by Fujitsu Services in providing the POL FS Services including, without limitation, the SAP System (as that term is defined in the CCD entitled "Service Description for the SAP Hosting Service" (CS/SER/022) or in Annex C to the CCD entitled "Data Centre Operations Service: Service Description" (SVM/SDM/SD/0003), as applicable) and communication links to and equipment provided by Fujitsu Services at Post Office Premises to facilitate access by POL FS Users to Configured POL FS;
"POL FS Users"	means Users with access from outside the Infrastructure to Configured POL FS in live operational use or in development or testing environments within the Infrastructure;
"POL MI Data"	has the meaning given to it in Clause 16.6
"POL MI Event 1"	means the date on which the first of, or both, DIW and ETL go live;
"POL MI Event 2"	means the date on which MDM goes live;
"POL MI Services"	means the Operational Service described in the CCD entitled "Credence/MDM – Service Service Description" (SVM/SDM/SD/2192) including, without limitation, Fujitsu Service's hosting of Configured POL MI in live operational use or testing environments within the infrastructure;
"POL MI Software"	means the DIW, ETL and MDM software (and any updates thereto or new versions thereof);
"POL MI System"	means the technical infrastructure (forming part of the Infrastructure) employed by Fujitsu Services in providing the POL MI Services;
"POL MI Users"	means Users with access from outside the Infrastructure to Configured POL MI in live operational use or testing environments with the Infrastructure;

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"POLSAP Applications Support Service"	means the Service referred to in row 20 of Table A of Schedule B3.1;
"POLSAP Central Infrastructure"	means the technical infrastructure on which Fujitsu Services formerly provided the POLSAP Services;
"POLSAP Data"	means after the POLSAP R1 Go Live Date any data (including, without limitation, any Personal Data): 1. including the POL FS Data required to be retained; 2. provided by or on behalf of Post Office for loading onto the POLSAP Software; 3. produced by the POLSAP Central Infrastructure and held on the POLSAP Software; or 4. contained in any Transaction Correction Record delivered by Fujitsu Services to any Branch.
"POLSAP Hosting Service"	means the Service referred to in row 19 of Table A of Schedule B3.1;
"POLSAP R1 Go Live Date"	means the date on which the first Release of the POLSAP Services commences the provision of live service to the POLSAP Users following authorisation at a Release Authorisation Board in accordance with Schedule A2;
"POLSAP Services"	means the Expired Services formerly provided on the POLSAP Central Infrastructure
"POLSAP Software"	means the elements of the SAP Software (and any changes, updates thereto or new versions thereof) hosted within the POLSAP Central Infrastructure for use within the POLSAP Services;
"POLSAP Users"	means Users with access from outside the POLSAP Central Infrastructure to POLSAP Software in live operational use;

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"POL Service Type"	means each of the items identified as a POL Service Type in paragraph 8 in Schedule B3.2;
"Post Office"	means Post Office Limited or such other subsidiary of Royal Mail Group plc as may be nominated from time to time to take over the rights and obligations of Post Office Limited under this Agreement;
"Post Office Acceptance Manager"	means the person designated in writing by Post Office to Fujitsu Services as holding the position for the purposes of this Agreement from time to time;
"Post Office Additional Costs"	means, in respect of the ARL failure in question, Post Office's reasonable additional direct costs and expenses arising as a result of that ARL failure including, without limitation, Post Office's additional direct staff, help desk and telephone costs;
"Post Office Background Materials"	means any software, information, documentation (in the form of CCDs, CRDs or otherwise), logos, design information, requirements or other material: (a) which is reasonably required by Fujitsu Services and in which the Intellectual Property Rights are wholly owned by Post Office or a member of the Royal Mail Group; or (b) made available or provided by or on behalf of Post Office to Fujitsu Services, for the purpose of performing the Services, HNG-X Development and/or Associated Change Development;
"Post Office Cause"	any breach by Post Office of any of Post Office's Obligations (except to the extent that it is the result of any act or omission by Post Office to which Fujitsu Services has given its prior consent);
"Post Office Change Control Manager"	means the individual designated in writing by Post Office to Fujitsu Services as holding that position for the purposes of this Agreement from time to time;
"Post Office Cloud"	means the third party cloud based hosting capability that Post Office will procure, manage and maintain, to which the Business Capabilities and Support Facilities of the HNG-X System will be progressively migrated from the HNG-X Service Infrastructure, in accordance with Clause 10.9;
"Post Office Cloud Service Provider"	means a third party cloud service provider and its subcontractors engaged by Post Office or any member of the Post Office Group that provides, manages and/or maintains and/or connects the Post Office Cloud (other than, to the extent relevant, Fujitsu Services). As at the date of CCN1678, the Post Office Cloud Service Provider shall include Amazon Web Services and its subcontractors;

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"Post Office Core Day"	means 08:00 to 20:00 Monday to Saturday inclusive, excluding Bank Holidays;
"Post Office Critical Period"	means the hours during a Post Office Core Day or a number of Post Office Core Days which Post Office may, from time to time, deem as being those hours where a high number or high value of Transactions take place;
"Post Office Data"	means all data, information, text, drawings, diagrams, images (including, but not limited to logos), or sounds which are embodied in any electronic or tangible medium, and: (a) which are supplied or in respect of which access is granted to Fujitsu Services by Post Office pursuant to this Agreement; or (b) which is generated by the Horizon Service Infrastructure, Superstock Infrastructure or HNG-X Service Infrastructure; or (c) which Fujitsu Services is required to generate in connection with the provision of the HNG-X Services or the Transfer Services;
"Post Office Data Gateway (PODG) Support Facility"	means the support facility described in section 6.3 'Post Office Data Gateway Support Facility' of Schedule B3.2;
"Post Office Data Gateway Service"	Shall have the meaning set out in Annex C of the CCD "Data Centre Operations Service: Service Description (SVM/SDM/SD/0003)"
"Post Office DDS Locations"	means the UK offices where any element of the DDS is performed by Fujitsu Services, being: (i) 101 Finsbury Pavement, London, EC2A 1RS; (ii) Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ; and (iii) 4 Middle Pavement, The Pavements, Chesterfield, S40 1PA;
"Post Office Design Authority"	means the person designated in writing by Post Office to Fujitsu Services as holding the position for the purposes of this Agreement from time to time;
"Post Office Developed Documentation"	means Developed Documentation that: (a) consists wholly of original work (that is, it does not incorporate any pre-existing material in which the Intellectual Property Rights are owned by the Fujitsu Services Group); or (b) is a derivative work based predominantly on material in which the Intellectual Property Rights are owned by a member of the Royal Mail Group or have been licensed to Fujitsu Services by Post Office or under a licence procured by and at the cost of Post Office;

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"Post Office Foreground IPR"	shall have the meaning given to it in Clause 29.4;
"Post Office HNG-X Acceptance Manager"	means the person designated in writing by Post Office to Fujitsu Services as holding the position for the purposes of this Agreement from time to time;
"Post Office HNG-X Programme Manager"	means the person designated in writing by Post Office to Fujitsu Services as holding the position for the purposes of this Agreement from time to time;
"Post Office IT & C"	means the internal business functions of Post Office known as Information Technology & Change;
"Post Office Obligations"	means a Post Office express obligation on which Fujitsu Services is wholly or partially dependent in order that it may fulfil Fujitsu Services' obligations under this Agreement insofar as those express obligations of Post Office relate to the Towers Model;
"Post Office Personal Data"	means the Personal Data Processed by Fujitsu Services (or its sub-contractors) in the performance of the Services;
"Post Office Premises"	means all post offices, sub-post offices, and other premises of Post Office from time to time;
"Post Office Reference Data"	means the Post Office-run system that maintains the Post Office originated Reference Data for the Services which from POL MI Event 2, will be MDM;
"Post Office Reference Data System"	means the Post Office-run system that maintains the Post Office originated Reference Data for the Services;
"Post Office Responsibilities"	means the obligations and responsibilities of Post Office set out or referred to in this Agreement;
"Post Office Service Architecture"	means the Infrastructure and the Post Office Service Environment;
"Post Office Service Environment"	means the Post Office Reference Data System;
"Post Office Service Integrator"	means the supplier appointed by Post Office to act as its service integrator and service desk provider who may also act as its managing partner with respect to the Towers Model, including managing some elements of the Services provided by Fujitsu Services and the Replacement Services provided by a Next Supplier;
"Post Office's Agent"	means any person(s) or organisation(s) listed in paragraph 2.1 of Schedule D5 authorised to act on behalf of Post Office;

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"Postal Services"	means those services that comply with the summary description contained in paragraph 2.9 of Schedule B3.2 and meet the HNG-X Requirements developed pursuant to the Postal Services Definition Process;
"Postal Services Assessment Guidelines"	means the guidelines set out or referred to in section 3 of the CCD entitled "Postal Services Business and Operational Context" (REQ/CUS/BRS/0001);
"Postal Services Business Capability"	means the Business Capability referred to at paragraph 2.9 of Schedule B3.2;
"Postal Services Definition Process"	means the process for the refinement of Postal Services Requirements set out or referred to in Part 4 of Annex 11 to Schedule B6.1;
"Postal Services Requirements"	means the HNG-X Requirements referred to in paragraph 4.2.2(d) of Schedule B6.1;
"PPDs"	means the related set of Processes and Procedures Description documents as described in the "Introduction Processes and Procedures Description" document for the appropriate Release;
"Preferred Systems Integrator"	shall have the meaning given to it in paragraph 2.1 of Schedule A1;
"Previous Employer"	shall have the meaning set out in Clause 59.1;
"Pricing Profile File"	means an electronic file sent by Post Office to Fujitsu Services containing the pricing profile to be used by the Bureau Service;
"Price Threshold"	means the Lower Target Price, the Upper Target Price, the Soft Cap and the Hard Cap;
"Problem"	A Problem is an application related issue being the root cause of one or many Incidents
"Processing"	has the meaning given to it in Article 4(2) of the GDPR and the words "Process" and "Processed" shall be construed accordingly;
"Processor Interface" or **"PI"**	means an instance of a Bank application supporting the online service between Banks and NB Authorisation Agents;
"Product"	means a software solution, or collection of software solutions with its own Product Backlog, managed independently of any other Product;
"Product Backlog"	has the meaning given in paragraph 1.7 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services);

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"Product Initiation"	means the process by which the Product Delivery Manager and the Product Owner agree the Product Overview Document;
"Product Roadmap"	means the document created per Product which sets out the roadmap for the Product including the Product Vision and the Release Plan and is updated by the Product Delivery Manager regularly;
"Product Delivery Manager"	has the meaning given in paragraph 4.7 of Schedule I3 (Digital Development Services);
"Product Overview Document"	means the summary of the Product Vision, the architecture approach, the Release and Test Strategy, the intended service model and the initial release roadmap for each Product;
"Product Owner"	has the meaning given in paragraph 4.1 of Schedule I3 (Digital Development Services);
"Product Sponsor"	has the meaning given in paragraph 4.2 of Schedule I3 (Digital Development Services);
"Product Vision"	means a document created by Post Office as an outline of the Product, describing its goals, targeted benefits and overall focus;
"Professional Services"	means professional services as described in paragraph 3.1.1 of Schedule B1.1;
"Programme or Release Board"	shall have the meaning set out in Annex 1 of Schedule A2;
"Programme/Release Relationship"	means the relationship of that name described in Annex 1 to Schedule A2;
"Programme Spend"	has the meaning set out in Schedule I
"Project Assets"	means the assets referred to as such in Clause 48.1;
"Project HNG-X"	means the initial design, development and testing of the HNG-X Service Infrastructure and the Business Capabilities and Support Facilities, together with all of the HNG-X Project Activities (also known as 'HNG-X Release 1'), but excluding the Associated Change Activities;
"Project HNG-X Commencement Date"	means 8 February 2006;
"Project Mercury"	has the meaning set out in Schedule I

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"Property"	means tangible property (including without limitation buildings and land) but excluding the Infrastructure and any part thereof before it has been accepted in accordance with this Agreement;
"Proportion Change"	shall have the meaning given to it in paragraph 5.1 of Schedule D1;
"Proposed Exit Strategy"	shall have the meaning given to it in paragraph 3.3.2 of Schedule E;
"Protected Margin"	means, in respect of each Financial Year from (and including) 2008/2009 to (and including) 2011/2012, the amount stated in respect of that Financial Year in the final row of the Operational Charges Table;
"PSTN"	means public switch telecommunications network;
"Purchase Order"	means the form of purchase order generated by Post Office in the course of the Work Ordering Procedure to give each Work Order a unique identifying reference for Post Office purposes;
"Purchase Order Cover"	shall have the meaning given to it in Clause 1.6 of the Agreement;
"Purchase Point P1"	means the date on which, for the first time, there is a period of exactly six months from such date until the planned commencement date for rollout of Associated Change Workstream (Branch Router Rollout);
"Purchase Point P2"	means the date on which, for the first time, there is a period of exactly one month from such date until the planned date for Trigger Point T5;
"Purchase Point P4"	means the date on which, for the first time, there is a period of exactly six months from such date until the planned commencement date for rollout of Associated Change Workstream, (Branch Router Rollout);
"Purchasing Manager"	means the person designated in writing by Post Office to Fujitsu Services as holding that position for the purposes of this Agreement from time to time;
"QAS Software"	means the QAS software products named QuickAddress Name Tracer, QuickAddress Validator and QuickAddress Pro with Welsh PAF (and updates thereto) as referred to in the table in (as applicable) paragraph 1.2 of Schedule B4.1 or paragraph 6.3 of Schedule C1. QAS Software is hosted within, but is not part of the Infrastructure and is not Software or an Application. From 17 July 2011 this software is no longer in use;
"Queried Requirement"	shall have the meaning given to it in Clause 34.5;
"RAG Report"	has the meaning given to it in paragraph 10.5 of Schedule B6.2;
"Ramp Down Period"	has the meaning given in paragraph 11.2.1 of Schedule E;

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"Ramp Down Report"	has the meaning given in paragraph 11.1.1 of Schedule E;
"Rate Board"	means a Post Office device of type: Forde Electronics Rate Board; or Banking Automation EKSI Multiboard Rate Board; or DB7 Model 01169 Rate Board for displaying exchange rates including all associated cables and equipment forming the connection between the device itself and the socket used to connect it to the Infrastructure. Rate Boards are not and do not form any part of the Branch Infrastructure, Equipment, Hardware, Infrastructure or Stand-Alone Hardware for the purposes of this Agreement;
"Rate Card"	means the rate card set out in paragraph 10.4 of Schedule D.1 and any references in this Agreement to "rate card" shall be construed to be references to this defined term;
"RDS"	means Post Office Reference Data System (q.v);
"Reboot Incident"	means a Service Desk authorised reboot, a Service Desk authorised office snapshot print preview or any work-around authorised by the Service Desk to remove the necessity to carry out a reboot or office snapshot print previous where the time taken to carry out such work-around (as demonstrated by Fujitsu Services in the test environment normally used to validate test scripts) is four minutes or longer;
"REC File"	means until Payment and Banking Service Trigger Point PBS3 - Commencement of Payment and Banking Pilot a file generated for each of Santander and CAPO at the end of each settlement day (defining the outcome of all Banking Transactions) that is passed to Santander and CAPO respectively; between Payment and Banking Service Trigger Points PBS3 - Commencement of Payment and Banking Pilot and PBS5 - Completion of Migration to Payment and Banking Service - means a file generated for each of Santander and 20.1CAPO at the end of each settlement day (defining the outcome of all Banking Transactions performed at Counter Positions not yet migrated to Payment and Banking Service (i.e. Banking Transactions other than PBS Banking Transactions) that is passed to Santander and CAPO respectively; after Payment and Banking Service Trigger Point PBS5 - Completion of Migration to Payment and Banking Service – means files of Banking Transactions that were previously produced but that are no longer needed to be produced;

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"Recitals"	means the recitals (A) to (G) of this Agreement;
"Reconciliation and Settlement Reports"	means the reports described as such in the CCD entitled "End to End Reconciliation Reporting" (SVM/SDM/SD/0020)
"Reconciliation Service"	means the Service referred to in row 12 of Table A of Schedule B3.1;
"Reconciliation Support Facility"	means the Support Facility referred to at paragraph 3.10 of Schedule B3.2;
"Records"	means the full and accurate records relating to the performance of the Services;
"Registered PIN Pad"	means a PIN Pad that has been registered with the asset tracking tool provided as part of the P2PE Asset Management Service;
"Rectification Plan"	shall have the meaning given to it in paragraph 7.1 of Schedule C1;
"Redundant Business Function"	means a business function which Post Office has agreed is, or shall become, redundant;
"Reference Data"	means a set of parameters and relationships controlling the operation of elements of the Infrastructure or Applications;
"Reference Data Management Application"	means the former Horizon Application facility that provided the Reference Data Support Facility;
"Reference Data Management Service"	means the Service referred to in row 8 of Table A of Schedule B3.1;
"Reference Data Support Facility"	means the Support Facility referred to at paragraph 3.6 of Schedule B3.2;
"Reference User Stories"	means the library of reference User Stories maintained by Fujitsu Services and reviewed, and where necessary updated, quarterly, containing example User Stories that have been sized and allocated a number of Story Points in accordance with the Estimating Methodology, with each such User Story also including narrative and description so as to set out the justification for the applicable number of Story Points that were allocated and, following the applicable Sprint, the number of Story Points actually required to complete such User Story;
"Refresh Items"	means the hardware, software and spares stock which Fujitsu Services identifies and notifies to Post Office and Post Office agrees that it may need to purchase or refresh in accordance with paragraph 1.3.2(e) of Schedule B3.3 and/or paragraphs 10.1.7, 10.1.8 and/or 10.1.9 of Schedule E;
"Refund"	means a repayment of money to a Customer, by means of a Reversal;

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"Relationship"	shall have the meaning given to it in paragraph 2.1 of Schedule A2;
"Release"	Means, in relation to Services outside of DDS, a documented collection of software and/or data provided by Fujitsu Services to be deployed in the Infrastructure or the Replaced Branch Infrastructure; and Means in relation to DDS, a collection of Delivered Sprint Requirements that have been approved by the Product Owner for release into the live environment in accordance with the Release and Test Strategy;
"Release and Test Strategy"	means a document created by Post Office that sets out the approach to testing and release for the particular Product in accordance with Paragraph 8 of Schedule I3 (Digital Development Services);
"Release Contents Description"	means a CCD which defines the scope of a Release;
"Release Plan"	means the planned schedule of releases for the Product to the live environment;
"Relevant Exchange Rate"	shall have the meaning set out in paragraph 16.5.2 of Schedule D1;
"Relevant Indian Index"	shall have the meaning set out in paragraph 16.5.1 of Schedule D1;
"Relevant IT System"	shall have the meaning given to it in paragraph 2.1 of Schedule A1;
"Relevant Margin"	means, in respect of: (a) the Branch Network Service, the margin calculated by multiplying the costs incurred by Fujitsu Services in providing such Branch Network Service by 5/95; and (b) any other Testable Service, the margin calculated by multiplying the costs incurred by Fujitsu Services in providing such Testable Service by 22/78;
"Relevant Period"	shall have the meaning set out in paragraph 4.1 of Schedule C1;
"Relevant Services"	means: a) in the event of the expiry or termination of this Agreement, all of the Services then being performed by Fujitsu Services which include for the avoidance of doubt, any Development Services in progress at the date of expiry or termination; (b) in the event of the expiry of an Expiring Service, the Expiring Service that is the subject of such expiry; or

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	(c) in the event of Partial Termination, the Terminable Service(s) that are the subject of such termination;
"Relief Event"	means a failure by Post Office to satisfy the relevant Sprint Dependencies or Transition Dependencies;
"REM Collection"	means a collection of cash and stock remittance pouches by Post Office's secure carrier;
"Remittance"	means a consignment to or from a Branch of cash, stock, or other value items to be brought to account;
"Replacement Interfaces"	means the technical and/or operational interfaces between; (a) the Services which continue to be provided by Fujitsu Services and the Infrastructure used to deliver those Services after the date of Partial Termination; and (b) the Replacement Services and infrastructure provided by Post Office or a Next Supplier;
"Replacement Mobile Configuration"	means, in the context of Equipment at Counter Positions, the mobile computer based counter configuration referred to as "replacement mobile configuration" and described in the CCD entitled "Counter Hardware Design Specification" (BP/DES/003);
"Replacement Service"	means a service that closest matches a Relevant Service that, following termination or expiry of that Relevant Service, is procured by Post Office from a Next Supplier or performed by Post Office itself;
"Replaced Branch Infrastructure"	means the infrastructure that the EUC Tower Contractor installs at each Branch to replace the Branch Infrastructure to enable the operation of the HNG-A Application, complying with the minimum specification as defined in the CCD BP/DES/003 - Counter Hardware Design Specification
"Report"	means a physical document or information held electronically in such a way that it can be processed readily to produce a physical document;
"Request to Disable Training Controls"	means a written service request made by Post Office Ltd, for Fujitsu Services to disable Training Controls, for a period of time.
"Request to Re-Enable Training Controls"	means a written service request made by Post Office, for Fujitsu Services to re-enable Training Controls, after a period of time being disabled.
"Requirements Baseline"	shall have the meaning set out in paragraph 2.1.2 of Schedule B6.1;
"Requirements Definition Process"	means the Functional Requirements Definition Process, the HNG-X Requirements Baselining Process, User Interface Definition Process, the

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	Postal Services Definition Process and the HNG-X Programme Requirements Change Control Process;
"Requirements Stage"	means the period that commences on the Amendment Date and ends when the initial version of the full set of HNG-X Requirements has been issued by Post Office to Fujitsu Services;
"Resource Unit"	has the meaning set out in Schedule I
"Restricted Curricula"	means the training curricula that allow Counter Position Users to trade against products that have been restricted by Trade Restrictions. Individual products sit in one or more parent product IDs. The curricula are linked to the parent product IDs in order to create the relationship between curricula and individual products
"Retail Price Index" or **"RPI"**	means the "all items retail prices" index currently appearing at table RP02 in the Office for National Statistics Database:http//www.statistics.gov.uk, or the same index in any other Government publication if the aforementioned ceases to be published;
"Retail Stock"	means items sold in Branches through Post Office's retail accounting scheme;
"Retained Functionality Use Cases"	means the Use Cases described as such in paragraph 3 of Part 1 of Annex 11 to Schedule B6.1;
"Retention"	shall have the meaning set out in paragraph 9.1.2 of Schedule D2;
"Resource Unit"	has the meaning set out in Schedule I
"Revenue Switch"	has the meaning set out in Schedule I
"Reversal"	means a Transaction which nullifies a previous Transaction and "Reverse" and its cognates shall be construed accordingly;
"RMG Harmony"	means the Royal Mail Group methodology for managing projects which provides repeatable processes, a means of interfacing with methodologies used by third party suppliers and a framework for project managing the Development Lifecycle;
"Roll Out Phase"	means the period between the occurrence of Trigger Point T5 (Data Centre Ready for HNG-X) and the occurrence of Trigger Point T6 (Counter Application Rollout Complete);
"Route"	means the path through the Post Office Data Gateway Service that a file takes from its source End-point to its destination End-point;"

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"Royal Mail Group" or **"Post Office Group"**	means Post Office Limited and its Subsidiary Companies;
"RPI Adjustment Factors"	means those factors set out in the table at paragraph 16.7 of Schedule D1;
"Santander"	means the Bank owned and operated by Santander UK plc which trades under the name "Santander UK";
"Santander Circuit"	"Santander Circuit" means the communications link between the Data Centres and "Santander" as described in paragraph 3.3.3 in Schedule B3.3;
"SADD"	means Service Architecture Design Document (q.v.);
"Salesforce Support Service"	has the meaning given to it in table 2.1 of Schedule B3.1;
"Salesforce Support Service Other"	means the part of the Salesforce Support Service which excludes the Salesforce Support Service Hosting;
"Salesforce Support Service Escalated Calls"	means Post Office calls raised with Salesforce that breach the SLA target that exists between Post Office and Salesforce and are, until 23.59 on 31st March 2016, then subsequently passed to Fujitsu Services to manage the resolution;
"Salesforce Support Service Hosting"	means the part of the Salesforce Support Service which is provided, until 23.59 on 31st March 2016 by the Fujitsu Global Cloud Service. Until 23.59 on 31st March 2016, this includes the Hosting of the live PerspecSYS platform in the UK, the Hosting of the DR PerspecSYS platform in Germany, and the use of Internet connectivity into both systems;
"SAP Advanced Distribution System"	means the Post Office's former advanced distribution system which became a part of the POLSAP Software;
"SAP Basis Calls"	means calls to the PRISM helpdesk (related to SAP Basis) passed by the PRISM helpdesk to the SMC helpdesk, the terms PRISM, SAP Basis and SMC helpdesk as used in this definition having the meanings given to them in (as applicable) the CCD entitled "Service Description for the SAP Hosting Service" (CS/SER/022) or the CCD entitled "Data Centre Operations Service: Service Description" (SVM/SDM/SD/0003);
"SAP Loading Application"	means until the POLSAP R1 Go Live Date the SAP Software configured by Post Office or by a third party on behalf of Post Office for use by Fujitsu Services in loading data for use by Configured POL FS;
"SAP Software"	means the SAP software (and any updates thereto or new versions thereof) referred to in the table in (as applicable) paragraph 1.2 of Schedule B4.1 or paragraph 1.2 of Schedule C3;

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"SAP/ADS"	means SAPADS (q.v.);
"SAPADS"	means SAP Advanced Distribution System;
"Security Management Service"	means the Service referred to in row 13 of Table A of Schedule B3.1;
"Security Measures"	has the meaning set out in Clause 33.2.10
"Security Stock"	means the stock products which have no cash account value until sold, any item the loss of which would result in loss to Post Office;
"Sensitive Authentication Data"	means security related information used to authenticate cardholders appearing in plain text or otherwise unprotected form. This information can be any of the following: (a) Card Validation Code (b) Card Validation Value **(c)** Full Track (d) PINs (e) PIN blocks (including encrypted PIN blocks
"Sensitive Data"	means discretionary data held on track 2 of a NB Token magnetic stripe and NB Token details entered by a Counter Clerk (which will be one of or a combination of the start date, NB Token issue number, validation period and/or expiry date, according to the specific Banking Transaction);
"Sensitive DC Data"	means data held on track 2 of a DC Token magnetic stripe and DC Token details entered by a Counter Clerk, which will be one of or a combination of the start date, DC Token issue number, validation period and/or expiry period;
"Sensitive Personal Data"	shall have the meaning set out in paragraph 2.3.4 of Schedule A4;
"Service Architecture Design Document"	is the document showing the Post Office Service Architecture as it was following the introduction of the NBS;
"Service Boundary"	means the interface or interfaces at which responsibility for processing or otherwise handling Transaction data, Reference Data or Data Files or any

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	other data or message passes, in accordance with the applicable AIS and/or TIS between Fujitsu Services, Post Office and/or a third party;
"Service Code"	means a three or four digit number read from a Token that specifies acceptance requirements and limitations for a magnetic stripe read transaction;
"Service Description"	means, in respect of each HNG-X Service (other than the BCSF Service), the CCD or CCDs which are in effect at the relevant time and describe that HNG-X Service, as set out in Schedule B3.1;
"Service Desk"	means, save as expressly provided otherwise, the initial point of call for Users in need of support relating to the Services . Until the 16th June 2014 the Service Desk shall be provided by Fujitsu in accordance with the Service Desk Service Description and after this date it shall be provided to Post Office by the Next Supplier and Fujitsu Services shall interact/interface with the Next Supplier Service Desk in accordance with operating processes agreed with the Next Supplier. Post Office may request that Fujitsu provide a fall back Service Desk until the 2nd July 2014.
"Service Desk Day"	means, for the Fujitsu provided Service Desk up to the 2nd July 2014: 08:00 – 18:30 Monday to Saturday inclusive, other than Christmas Day;
"Service Desk Service"	means the Service referred to in row 1 of Table A of Schedule B3.1 until the 2 July 2014, thereafter the Service Desk Service shall be replaced by a service to be provided by the Next Supplier
"Service Desk Voicemail Service"	means the facility provided by Fujitsu Services up until the 2nd July 2014 for recording telephone calls to the Service Desk outside of the Service Desk Day and ring back on the following Service Desk Day as further described in the CCD entitled "Service Desk: Service Description" (SVM/SDM/SD/001);
"Service Failure"	means an interruption of a Service that has not been approved by Post Office;
"Service Integration Charges"	means the Charges for the Service Integration Services, as set out in paragraph 8 of Schedule D1;
"Service Integration Services"	means the services referred to in Table C of Schedule B3.1;
"Service Level Measurement Period"	means the period over which Fujitsu Services shall report service performance against Service Levels. Each Service Level Measurement Period shall, unless expressly stated otherwise in this Agreement, be a period of three months ending at the end of June, September, December and March in each Financial Year;

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"Service Level"	means a quantified and measurable standard, required for a specified Service;
"Service Level Target" or **"SLT"**	shall have the meaning given to it in paragraph 1.2.1 of Schedule C1;
"Service Management Element"	means, for each Operational Service, the service management element, expressed as an amount in the Operational Unit Charge for that Operational Service or (in the absence of an Operational Unit Charge for that Service) the Operational Fixed Charge for that Operational Service, in each case as set out in respect of that Operational Service in the Operational Charges Table;
"Service Management Relationship"	shall have the meaning set out in Annex 1 of Schedule A2;
"Service Management Report"	means the Service Review Book;
"Service Management Service"	means the Service referred to in row 11 of Table A of Schedule B3.1;
"Service Review Book"	means the Working Document used by Fujitsu Services to report performance of the HNG-X Services against Service Levels and associated volumes, the format of which is agreed by the Parties at meetings of the Service Management Relationship;
"Service Requirement"	means the document describing the nature and level of in-life support that the Product will require once accepted into production within the Post Office environment;
"Services"	means the HNG-X Services, the Business Continuity Services, the Transfer Services, and the Development Services;
"Simple Payment Module"	means a type of smart card supported by the SML software referred to in Table 2 in Schedule B4.1;
"SIP Charges"	means the Charges for the SIP, as set out in paragraph 11 of Schedule D1;
"SIP Confidential Information"	shall have the meaning set out in paragraph 10.1.1 of Schedule B1.2;
"SIP Lead Manager"	means the person designated in writing by Post Office to Fujitsu Services as holding that position for the purposes of this Agreement from time to time;

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"SIP Team" or **"SIP"** or **"Systems Integration Partnership"**	means the team established by Post Office, comprising employees of Post Office, individuals assigned from third parties and those Fujitsu Services SIP Team Members provided by Fujitsu Services in accordance with Schedule B1.2, to carry out such tasks as Post Office may require from time to time in accordance with Schedule B1.2;
"SLT Calendar Year"	means each period from 1 January to 31 December (inclusive, in each case) during the term of the Agreement;
"Smart Metering"	means the web service provided by Fujitsu that allows customers of British Gas to access and top up their Smart Card for usage on British Gas Meters;
"Smart Token"	means a type of Token (as defined in relation to the Automated Payment Service or the In/Out Payment Business Capability) which uses on-board integrated circuit technology;
"Soft Cap"	shall have the meaning given to it in paragraph 1.3.3 of Schedule D8;
"Soft Cap Range"	means the difference between the Upper Target Price and the Soft Cap;
"Software"	means in relation to Services other than DDS, Fujitsu Services' Software, Specially Written Software, Internal Code, Third Party Software and all other Software licensed by Fujitsu Services to Post Office hereunder; means, in relation to DDS, the software to be developed under the Schedule I3 (*Digital Development Services*)
"Solar"	has the meaning set out in Schedule I
"Solicitation Fee"	means a sum equivalent to: (a) in the case of a Key Individual who was an employee of the Previous Employer: (i) where such employment lasted less than twelve months, the gross salary payable to that Key Individual for the period of his employment plus the reasonable costs incurred by the Previous Employer of recruiting that Key Individual; or (ii) where such employment lasted twelve months or more, the gross annual salary of that Key Individual; or (b) in the case of a Key Individual who was engaged by the Previous Employer as a contractor: (i) where such engagement lasted less than twelve months, the total gross contract fees payable by the Previous Employer for the services provided to it by that Key Individual during the

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	period of his engagement plus the reasonable costs incurred by the Previous Employer of engaging that Key Individual; or (ii) where such engagement lasted twelve months or more, the total gross contract fees payable by the Previous Employer for the services provided to it by that Key Individual during the immediately preceding twelve months;
"Solution Architecture"	means the architecture described in the CCD entitled "HNG-X Solution Architecture Outline" (ARC/SOL/ARC/0001);
"Solution Baseline"	shall have the meaning set out in paragraph 2.1.3 of Schedule B6.1;
"Solution Baseline Documentation Set"	has the meaning given to it in paragraph 3 of Schedule B6.2;
"Solution Test Stage"	means a Fujitsu Services managed test stage (which, for Project HNG-X is a sub-stage of Test and Validation), which will integrate and validate the solution within end to end data flows (within solution boundaries);
"Source Code"	means in relation to Services other than DDS software in eye-readable form and in such form that it can be compiled or interpreted into equivalent object code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software; means, in relation to DDS, the source code of the Software to which it relates, in the language in which the software was written, together with all related flowcharts and technical documents, all of a level sufficient to enable the Post Office's development personnel to understand, develop and maintain that Software;
"Special Categories"	Has the meaning given in Article 9 of the GDPR.
"Specially Commissioned Design Documentation"	means design documentation commissioned by Post Office from Fujitsu Services for one or more Design Purposes prior to the Project HNG-X Commencement Date or after that date and used solely in connection with the Existing Services;
"Specially Written Documentation"	means original documentation produced by or on behalf of Fujitsu Services: (a) prior to the Project HNG-X Commencement Date or after that date and used solely in connection with the provision of Existing Services; and (b) which relates to Specially Written Software; and (c) as a deliverable under a Work Order relating to the development of such Specially Written Software,

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	including, without limitation, documentation identified as Specially Written Documentation in the CCD entitled "Transfer Asset Register" (COM/MGT/REP/0001);
"Specially Written Software"	means original software developed by or on behalf of Fujitsu Services: (a) prior to the Project HNG-X Commencement Date or after that date and used solely in connection with the provision of Existing Services; and (b) pursuant to a Work Order for the solution build and test stage of the development process or lifecycle; and (c) in accordance with a design proposal or other specification produced in the solution specification stage of the development process or lifecycle, in relation to which Fujitsu Services was engaged under a Work Order, including, without limitation, software identified as Specially Written Software in the CCD entitled "Transfer Asset Register"(COM/MGT/REP/0001);
"Specified Purpose"	has the meaning specified in Clause 30.19.5;
"Specified Third Party Software"	means the software listed in Schedule G, Annex 2;
"SPM"	means Simple Payment Module;
"Spot Rates File"	means an electronic file sent by Post Office to Fujitsu Services containing exchange rates to be used by the Bureau;
"Sprint"	means a development cycle performed as part of the DDS;
"Sprint Backlog"	has the meaning given in paragraph 1.13.1 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services);
"Sprint Closure Report"	means, in respect of each Sprint, the report to be created as an output of the Sprint Retrospective Meeting which sets out the number of User Stories completed in each Sprint as against the number of User Stories which were proposed to be completed within the same Sprint, details of any Relief Events, and any known reasons where the number of achieved User Stories is less than the number of proposed User Stories in the same Sprint;
"Sprint Dependencies"	means the dependencies listed in paragraph 12 of Schedule I3 (Digital Development Services) and, in respect of any specific Sprint, the dependencies agreed between the Product Owner and the Product Delivery Manager prior to the commencement of such Sprint in accordance

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	with paragraph 1.14 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services);
"Sprint Functionality"	has the meaning given in paragraph 1.19 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services);
"Sprint Planning Meeting"	has the meaning given in paragraph 1.13 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services);
"Sprint Requirement"	has the meaning given in paragraph 1.13.7 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services);
"Sprint Retrospective Meeting"	has the meaning given in paragraph 1.27 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services);
"Sprint Review Meeting"	has the meaning given in paragraph 1.23 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services);
"Sprint Team"	means the Participants in the Sprint (as described in paragraph 6.1 of Schedule I3 (Digital Development Services)) and any replacements from time to time;
"Stage"	shall have the meaning given to it in paragraph 1.2 of Annex 2 to Schedule A2;
"Standard GWS client"	means a new GWS which is implemented in its entirety under the GWS Support Facility;
"Standard Sprint Team Structure"	Has the meaning given in paragraph 6.1 of Schedule I3 (Digital Development Services);
"Stand-Alone Hardware"	means hardware (together with any integral software) which is to be installed in a Branch but which is not Branch Hardware, together with any tools supplied with such hardware which are required to facilitate such installation, replacement or removal;
"Standing Team"	means those personnel identified as such in the minutes of the Demand Planning Forum;
"Statement of Dispute"	shall have the meaning given to it in paragraph 5.1 of Annex 2 to Schedule A2;
"Stock"	means items held in Branches and classified as Retail Stock, Security Stock, Value Stock, and Other Stock;
"Stock Unit"	means an individual unit of accountability, mandatory within a main (branch) post office and optional within a sub post office, for which an individual (or

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	a group of individuals) is accountable. It may contain: (i) Transaction Vouchers for a designated period, (ii) Value Stock, and/or (iii) cash;
"Story Points"	means a unit of measurement of the effort required for completion of each User Story to be estimated by the Sprint Team in accordance with the principles in paragraphs 1.7 and 1.17 of Appendix 1 (*Agile Methodology*) of Schedule I3 (Digital Development Services);
"Streamline"	means the name of the third party Merchant Acquirer appointed by POL. Note that post 01/4/2012 any references to Streamline in the contract shall be construed to mean the replacement Merchant Acquirer as contracted by POL;
"Strive"	shall have the meaning given to it in Recital E(d);
"Sub-contractor"	means a person to whom any obligations of Fujitsu Services expressly specified in this Agreement are delegated in accordance with the provisions of this Agreement but shall not (for the avoidance of doubt) include any supplier of products or services which are not expressly specified as obligations of Fujitsu Services under this Agreement and related expressions shall be construed accordingly;
"Subject Information Request"	means a valid request (as provided for in the Data Protection Act 1998) by or on behalf of a Customer or User for a copy of Personal Data of that Customer or User held or which may be held by Fujitsu Services;
"Subject Lead"	means, in respect of each Relationship, the individuals-representing each Party, identified as the subject leads in respect of that Relationship in Annex 1 to Schedule A2;
"Subject Lead Review"	shall have the meaning given to it in paragraph 2.1 of Annex 2 to Schedule A2;
"Subsidiary Company"	means a subsidiary undertaking (as defined by Sections 1162 of the Companies Act 2006) or a subsidiary (as defined by section 1159 of the Companies Act 2006;
"Superstock"	means a Geller application hosted on the Superstock Infrastructure;
"Superstock Infrastructure"	means the hardware and software supplied and used by Fujitsu Services in order to provide the Superstock Services (excluding, for the avoidance of doubt, the PSTN network);
"Superstock Services"	means the Service referred to in line 1 of Table C of Schedule B3.1;
"Superstock Solution"	means the Superstock Infrastructure and the Superstock Services (including, without limitation, the provision and use of the Superstock

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	Infrastructure by Fujitsu Services and/or its Sub-contractors to provide those Superstock Services);
"Support Facilities"	means the support facilities forming part of the Business Capabilities and Support Facilities;
"SV&I"	means a testing process used for Functional and non-functional testing;
"SV&I Rig"	means the primary rig used for all functional and non-functional testing, including testing connectivity and interworking with external systems;
"Systems Integration"	means the procurement, integration, provision and management of any or all applications, infrastructure and services required by Post Office for the purposes of integrating some or all of the Relevant IT Systems;
"Systems Integration Partnership and Executive Relationship"	shall have the meaning set out in Annex 1 of Schedule A2;
"Systems Management Service"	means the Service referred to in row 7 of Table A of Schedule B3.1;
"Task"	means a task or milestone described at Level 2 in the HNG-X Programme Plan to be performed or achieved by one or other Party as specified in the HNG-X Programme Plan;
"Technical Interface Specification" or **"TIS"**	means a CCD describing the technical detail of an interface;
"Terminable Service"	means any individual Operational Service or group of Operational Services taken together that are identified as a terminable service in the column headed "Terminable Service" in the table set out in Annex 1 of Schedule E;
"Terminating Services"	means the following Operational Services which shall cease on 31st March 2023 unless terminated earlier: (a) Data Centre Operations Services; and (b) Central Network Service;
"Termination Assistance Period"	means the period agreed by the Parties in Termination Assistance Work Package during which termination assistance is to be provided;
"Termination Assistance Work Package"	means a Work Package in relation to termination assistance which may be requested by Post Office using the process in paragraph 3.15 of Schedule E (Termination and the Exit Plan);

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"Termination Charge"	means the charge set out in paragraph 6 of Schedule E payable by Post Office if the Agreement is terminated in accordance with Clause 47.7;
"Termination Early Release Date"	has the meaning specified in Clause 30.19.3;
"Termination Licence Fee"	has the meaning set out in Clause 39.1.2;
"TESQA"	means the software tool made available by Fujitsu Services to Post Office which enables TESQA Users to access the Transaction Enquiry Service;
"TESQA Users"	means those Users who access TESQA which shall be no more than 20 Users at any one time;
"Test Automation Toolset"	this consists of the LOADRUNNER software for volume testing and WINRUNNER software for regression testing and volume testing;
"Test and Validation"	means the HNG-X Acceptance Process Stage referred to in paragraph 2.2.4.1 of Schedule B6.3;
"Testable Services"	means any individual Operational Service or group of Operational Services taken together that are identified as a testable service in the column headed "Testable Service" in the table set out in Annex 1 to Schedule D6;
"Third Line Software Support Service" or **"Third Line Support Service"**	means the Service referred to in row 9 of Table A of Schedule B3.1;
"Third Party Confidential Information"	shall have the meaning given to it in Clause 34.2;
"Third Party Controller"	means any Bank and/or Client to whom Post Office provides services
"Third Party Data"	means the data or databases referred to in the table in (as applicable) paragraph 1.3 of Schedule B4.1 or paragraph 1.3 of Schedule C3;
"Third Party Items"	means the HNG-X Third Party Software and all other software (other than Horizon Third Party Software), documents, materials and other things used in the provision of the HNG-X Services in which the Intellectual Property Rights are owned by a third party and which it is necessary for Post Office to use in order to receive the HNG-X Services over the HNG-X Service Infrastructure or the benefit of its other rights under this Agreement;
"Third Party Management Service Charges"	means the Charges for the Third Party Management Services, as set out in paragraph 9 of Schedule D1;
"Third Party Management Services"	means the services (if any) referred to in Table D of Schedule B3.1;

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"Third Party Software Owner"	means the ultimate licensor of any Third Party Software;
"Third Party Software"	means Horizon Third Party Software and HNG-X Third Party Software;
"TID"	means, in the context of Debit Card, the terminal identification number;
"TMS"	means the transaction management service formerly provided as part of the Horizon Application and Horizon Services;
"TMS Agent"	means part of the Infrastructure that accesses TMS held data;
"TMS Technical Documentation"	means the documentation referred to in row 5 of Table 3 in Schedule B4.1;
"Token"	means a magnetic stripe card, smart card, smart key, bar code or other physical device, bearing information capable of being used by an Application;
"Token Technology Specification"	means a document specifying the technology used by a particular automated payment Token;
"Tower"	means a package of IT and related servcies to be provided by a single supplier as part of the Towers Model;
"Tower Branch Network Service"	The network services which are to be procured by Post Office as part of the Towers Model from a Tower Contractor, being services which are Replacement Services to the Branch Network Services;
"Tower Contractor"	means a supplier providing a category of technical services under an agreement to perform the role of a Tower in the Post Office's Tower Model together with Post Office Service Integrator;
"Tower Contractor Cause"	means a failure by a Tower Contractor to carry out a Tower Contractor Responsibility;
"Towers Model"	means the multi supplier sourcing model under which Post Office will procure IT services for each Tower and for service integration and design using Post Office Service Integrator, including Replacement Services, from a number of different suppliers;
"Tower Contractor Responsibility"	means the responsibilities of an individual Tower Contractor (i) expressly allocated to that Tower Contractor as set out in the CRD entitled "Tower Contractor Responsibilities" reference TOW/CR/001, together with (ii) additional responsibilities which will directly impact the Services as a result of the appointment of the Post Office Service Integrator by Post Office and/or the Partial Termination or termination of any Terminable Service on

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	which Fujitsu Services is wholly or partially dependent in order that it may fulfil its own obligations under this Agreement;
"Trade Restrictions"	means the Training Controls functionality that controls whether a specific product ID can be transacted by an individual User logged on to a Counter Position
"Training Controls"	means the functionality which enacts the Logon Restrictions and Trade Restrictions in accordance with User training curricula data provided by Post Office's identity management system, where; (a) Logon Restrictions control, in conjunction with the Branch Administration Support Facility, whether a User is restricted to the Coursework Role or not, and; (b) Trade Restrictions control, in conjunction with the Point of Sale Business Capability, whether a specific product ID can be transacted by an individual User or not.
"Training Controls Disablement and Re-Enablement Service"	means the call off service described in Table B of paragraph 2.2 in Schedule B3.1;
"Training Counter Update Service"	means the Service referred to in row 3 of Table B of Schedule B3.1;
"Training Data"	means the data that is available to the CTO following a reset of that CTO and any data produced as a consequence of performing Training Transactions;
"Training Session"	means the period of time between reset points of the CTO during which a User of a CTO Counter is logged on;
"Training Support Facility"	means the Support Facility referred to at paragraph 3.11 of Schedule B3.2;
"Training Transactions"	means Transactions carried out by a User of a CTO Counter during a Training Session;
"Transaction"	means a recorded and auditable instance of business activity, involving service provision or Stock movement across organisational or service boundaries;
"Transaction Benchmarking Service"	means the Services referred to as such which form part of the Management Information Service referred to in row 10 of Table A of Schedule B3.1;
"Transaction Correction"	means a correction to a Branch financial error distributed by Post Office to the Branch Infrastructure via the HNG-X Central Infrastructure;

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"Transaction Correction Record"	means a description by Post Office of corrections that need to be made to Branch Trading Accounts as further described in the CCD entitled "POL Finance Systems to TMS/Horizon Transaction Corrections" (EA/IFS/002);
"Transaction Enquiry Service"	means the service which provides Users with 180 days of (read-only) historical Transaction details, and includes the production of the Reconciliation and Settlement Reports and despatch of REC Files to CAPO and Santander, as further described in the CCD entitled "NBS Definition" (BP/SPE/035);
"Transaction Management Support Facility"	means the Support Facility referred to at paragraph 3.4 of Schedule B3.2;
"Transaction Processing System (TPS)"	means the system which generates Transaction data file and Transaction data file summaries for transfer to Post Office Limited;
"Transaction Voucher"	means a document used by Post Office as evidence of a Transaction, including as an example, and without limitation, a telephone bill;
"Transfer"	means transfer of Post Office Stock or money, the transfer of Value Stock, and/or money, either between Stock Units within a Branch, or between Branches;
"Transfer Charges"	means the Charges for the Transfer Services, as set out in paragraph 12 of Schedule D1;
"Transfer Payment"	means the sum payable pursuant to Clause 48.3 of this Agreement, calculated in accordance with paragraph 7 of Schedule E;
"Transfer Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"Transfer Services"	means: (a) the Services described in Schedule E to be provided by Fujitsu Services in the circumstances described in that Schedule; and (b) any assistance provided by Fujitsu Services pursuant to Clause 48.4.2, the basis for charging for which is set out at paragraph 12 of Schedule D1;
"Transition"	means the transition from the Horizon Applications and the Horizon Service Infrastructure to the Business Capabilities and Support Facilities and the HNG-X Service Infrastructure, together with changes to the HNG-X Services as described in Schedule B3.1, through the carrying out of the HNG-X Project Activities and the Associated Change Activities in accordance with the HNG-X Programme Plan;

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"Transition Dependency"	means any Post Office dependency upon which the successful completion of the transition activities set out within CT2609 are dependent, as explicitly identified within the CT2609 as Post Office Dependencies;
"Transition Period"	means the period of transition as set out in the CT2609;
"Trigger Points"	means each of the events listed below, designated as a trigger point to be reached whilst migrating and transitioning the Services as a result of the HNG-X Project Activities and the Associated Change Activities; T1 - Amendment Date, the effective date of CCN 1200; T2 - Service Desk Change; T3 - Engineering Service Change Complete; T4 - Wigan/Bootle Decommissioned; T5 - Data Centre Ready for HNG-X; T6 - Counter Application Rollout Complete; and T7 - HNG-X Bedding in Period Complete;
"Trigger Events"	means the events set out in the columns headed 'Trigger Event' in the tables that appear in paragraph 2 of Schedule B3.1;
"Trigger Point Table"	means the table of that name in Annex C to Schedule D1;
"Unavailable"	means in respect of a Counter Position, that is not able to perform all Transactions, or communicate with the HNG-X Central Infrastructure during a Post Office Core Day;
"Understanding Exercise"	has the meaning specified in Clause 30.19.13;
"Upper Target Price"	shall have the meaning given to it in paragraph 1.3.2 of Schedule D8;
"Use"	means the right of Post Office, in connection with the Services (except in the case of Horizon Third Party Software where such right shall be in connection with the Existing Services only) and for no other purposes to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display) or otherwise to utilise the Software. To the extent permitted by law, such right of Use shall not include the right to reverse assemble, reverse compile, decode or otherwise translate the Software;

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"Use Case"	represents a Post Office Functional Requirement in the form of a description of a set of interactions with the HNG-X System that supports a named business goal;
"User"	means a person authorised by Post Office to use a Service;
"User Interface Definition Process"	means the process for the refinement of the HNG-X Requirements for the HNG-X User Interface and the definition of the agreed HNG-X User Interface as set out or referred to in Part 3 of Annex 11 to Schedule B6.1;
"User Story"	means a non-technical description of a development requirement of Post Office, expressed as a high level outcome, including the intended operations, functions, performance, non-functional requirements, service requirements and other characteristics of the Software or part of the Software;
"Variabilisation"	has the meaning set out in Schedule I
"Variabilisation Candidate"	has the meaning set out in Schedule I
"Variabilisation CCN"	has the meaning set out in Schedule I
"Variabilisation Completion"	has the meaning set out in Schedule I
"Variabilisation Framework"	has the meaning set out in Schedule I
"Variabilisation Goal"	has the meaning set out in Schedule I
"Variabilised Services"	has the meaning set out in Schedule I
"Variable Services"	has the meaning given in paragraph 11.1.1 of Schedule E;
"Varied Indexed Charges"	means the Indexed Charges for the following Services insofar as they are provided from 1 April 2015: 1. Systems Management Service; 2. Reference Data Management Service; 3. Third Line Software Support Service; 4. Management Information Service; 5. Service Management Service; 6. Reconciliation Service; 7. Security Management Service; and 8. Applications Support Service (4th Line).
"Volume Forecast Reduction"	means in any month the reduction (if any) in forecast Transaction volumes for that month as requested by Post Office and implemented in accordance with the procedure set out in the CCD "Horizon Capacity Management and Business Volumes" (PA/PER/033), expressed as a percentage of the

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	Transaction volumes forecast for that month as at the date when that CCD is amended pursuant to CCN 1200;
"Volumetric Limits"	shall have the meaning set out in paragraph 4.1 of Schedule C1;
"WAN"	means wide area network;
"Web Merchant Interface" or "Web Portal"	means the website which Post Office resources securely access, as part of the Payment and Banking Service, to use the functions of the Transaction Management Support Facility. Access to and support of the Web Portal is provided as part of the Payment and Banking Service;
"WebRiposte"	means the Software referred to as such and identified in row 3 of Table 1 of Schedule B4.1 or in row 1 of Table 4 of Schedule C3 (as applicable);
"Work Order"	shall have the meaning given to it in paragraph 4.2 of Schedule D2;
"Work Ordering Procedure"	means the procedure for the procurement by Post Office of goods, services or both from Fujitsu Services, as described in Schedule D2 and, in relation to the procurement of Development Services, also in Schedule B1.1;
"Work Package"	means a discrete package of work (covering the supply of goods, services or both) which is either to be contracted for in a single Work Order or to be divided into Work Package Elements each of which will be contracted for in a single Work Order;
"Work Package Element"	means any element of a Work Package which is intended to be the subject of a discrete Work Order;
"Worker"	shall have the meaning given to it in Clause 48.4.3;
"Working Day"	means a day other than a Bank Holiday, a Saturday or a Sunday;
"Working Document"	means any document designated as a Working Document and any other document other than the Agreement, Change Control Notes executed by both Parties, Work Orders approved by both Parties, Contract Controlled Documents and Contract Referenced Documents. Working Documents are without prejudice to either of the Parties' contractual or other existing rights or obligations from time to time and nothing contained therein shall be deemed or construed as affecting existing contractual obligations or creating new contractual obligations between either of the Parties; and
"Working Hours"	means for an individual post office, the hours during which that office is open for normal business.

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SCHEDULE A1

PREFERRED SYSTEMS INTEGRATOR

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections
2.0	24/01/07	Baseline copy of 1.1
6.0	15/06/09	Moving all Schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all Schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all Schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all Schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Moving all Schedules to V14.0

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SCHEDULE A1

PREFERRED SYSTEMS INTEGRATOR

1. INTRODUCTION

1.1 In Clause 2 of this Agreement Post Office has stated that it is its present intention to appoint Fujitsu Services as Preferred Systems Integrator with a wider scope of operation than the Infrastructure and with the potential to include all Relevant IT Systems in that scope. The purpose of such appointment would be to exploit the appropriate IT and services to drive Post Office's business strategy. This Schedule sets out the rights and obligations of a Preferred Systems Integrator and the terms upon which Post Office would be willing to appoint Fujitsu Services as the Preferred Systems Integrator.

1.2 The Systems Integration Partnership and Executive Relationship shall review opportunities to create value for Post Office by Fujitsu Services taking on the Systems Integration of additional IT systems and services, and shall maintain a list of such opportunities in a Working Document.

2. SCOPE

2.1 For the purposes of this Schedule A1, "Preferred Systems Integrator" shall mean the person appointed by Post Office from time to time to carry out the procurement, integration, provision and management of any or all applications, infrastructure and services required by Post Office for the purposes of integrating some or all of the following information technology systems:

2.1.1 any new IT system acquired by Post Office which is required by Post Office to interface with the Infrastructure;

2.1.2 any existing IT system used by Post Office which interfaces or is required to interface with the Infrastructure; or

2.1.3 any other IT system currently in use or acquired by Post Office after the Amendment Date which is not required to interface with the Infrastructure, but excluding any system that is provided as a shared information technology system with other parts of the Royal Mail Group,

(each a "Relevant IT System", together the "Relevant IT Systems").

2.2 Subject to the Parties agreeing the terms for Systems Integration responsibility in accordance with paragraph 4.1, such responsibility may involve the Preferred Systems Integrator undertaking the provision of operating, support, development and maintenance activities associated with Systems Integration using either its own resources or by procuring some or all of such associated activities from subcontractors. Where such associated activities are procured from third parties, the Preferred Systems Integrator shall remain solely responsible to Post Office for their provision.

3. APPOINTMENT

3.1 Nothing in this Agreement shall oblige Post Office to appoint Fujitsu Services as its sole Preferred Systems Integrator. However, it is Post Office's present intention, subject to paragraphs 3.2 and 3.3, to appoint Fujitsu Services as the Preferred Systems Integrator within twelve months of the Amendment Date.

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3.2 Post Office, at its sole discretion but acting reasonably in accordance with paragraphs 3.3, 3.4 and 3.5, shall determine:

3.2.1 when Fujitsu Services is first appointed as Preferred Systems Integrator;

3.2.2 which categories of Relevant IT Systems that initial appointment covers; and

3.2.3 the timing and extent of any subsequent additions to that scope.

3.3 Post Office's determination of the matters referred to in paragraph 3.2 shall be based on Post Office's assessment of (a) the extent to which Fujitsu Services has met the criteria for selection of a Preferred Systems Integrator as set out in paragraph 3.4, taking account of the matters set out in paragraph 3.5 and (b) Fujitsu Services' performance of its obligations under this Agreement as monitored by Post Office and disclosed to Fujitsu Services in accordance with the processes set out in Schedule A2.

3.4 Post Office's criteria for selecting a Preferred Systems Integrator will comprise the candidate's ability to demonstrate (by reference where appropriate to any track record with Post Office) that it can, with respect to large scale complex IT systems such as that used in relation to the Horizon Service Infrastructure:

3.4.1 work collaboratively with other Post Office suppliers in delivering Post Office end to end requirements;

3.4.2 manage third party service and product suppliers to deliver integrated solutions;

3.4.3 deliver continual improvements in levels of service;

3.4.4 deliver value for money to Post Office;

3.4.5 use innovation to improve Post Office competitiveness;

3.4.6 deliver application developments consistently within time, at or below cost budgets and to required quality;

3.4.7 select supplier-independent products and services most appropriate to meet Post Office requirements; and

3.4.8 adopt ways of working based on a relationship of mutual trust.

3.5 In evaluating Fujitsu Services' performance against the criteria set out in paragraph 3.4, Post Office shall take account of the following:

3.5.1 Fujitsu Services' progress on completing Project HNG-X within time, at or below cost budgets and to required quality;

3.5.2 the ability of Fujitsu Services SIP Team Members, and/or Fujitsu Services, to generate and implement innovative ideas to either reduce Post Office costs or improve Post Office efficiency;

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3.5.3 Fujitsu Services recommending the selection of other companies' (rather than its own) products and services where these are demonstrably a better fit with Post Office's requirements;

3.5.4 Fujitsu Services demonstrating in relation to at least one Service that they are best value for money;

3.5.5 Fujitsu Services adopting new ways of working such as transparency on costing for new proposals, not 'man marking' (which means a situation where both Parties utilise individuals to manage a Service or other aspects of the Services) and, where appropriate, adoption of 'win–win' as the way of resolving issues; and

3.5.6 when considering additions to the scope of Fujitsu Services' Preferred Systems Integrator role, its performance of that role in relation to its existing scope.

3.6 Without prejudice to any Systems Integration activities being provided by Fujitsu Services under this Agreement, Post Office reserves the right to seek competitive bids for any Systems Integration activities in relation to Relevant IT Systems where it considers it would be in the best interests of Post Office to do so. Fujitsu Services (having been appointed as Preferred Systems Integrator) would be invited to bid in all such competitions.

3.7 The appointment of Fujitsu Services as Preferred Systems Integrator will be terminated with immediate effect upon the termination or expiry of this Agreement.

3.8 The appointment of Fujitsu Services as Preferred Systems Integrator may be terminated or the scope within which it has such a role reduced with immediate effect by Post Office in its sole discretion:

3.8.1 should Fujitsu Services unreasonably refuse to accept responsibility for any Relevant IT System nominated by Post Office in accordance with paragraph 4; or

3.8.2 should Fujitsu Services fail to fulfil its obligations under this Schedule A1.

3.9 Should Fujitsu Services be appointed as Preferred Systems Integrator and such appointment be terminated or its scope reduced under paragraph 3.8, Fujitsu Services' obligations under this Agreement to provide Systems Integration activities for the HNG-X Services shall continue in accordance with the other provisions of this Agreement.

4. RESPONSIBILITY

4.1 At any time following Post Office's appointment of Fujitsu Services as its Preferred Systems Integrator, Post Office shall be entitled to nominate any Relevant IT System as a system for which Post Office would like the Preferred Systems Integrator to assume responsibility and shall disclose full details of the Relevant IT System to the Preferred Systems Integrator. The terms on which the Preferred Systems Integrator assumes such responsibility shall be subject to agreement in accordance with the Change Control Procedure.

4.2 Subject to the Parties agreeing the terms for Systems Integration responsibility in accordance with paragraph 4.1, activities in relation to the Relevant IT System will commence within three months of

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the date that such Relevant IT System is nominated for such responsibility by Post Office under paragraph 4.1 or such other period agreed between the Parties.

4.3 Post Office shall facilitate discussions between the Preferred Systems Integrator and any current supplier of products and/or services that are relevant to the nominated Relevant IT System. Where requested by the Preferred Systems Integrator, Post Office shall use reasonable endeavours to procure that Post Office's existing contracts with such suppliers that are relevant to the nominated Relevant IT System are assigned to or novated in favour of the Preferred Systems Integrator.

4.4 Subject to the Parties agreeing the terms for Systems Integration responsibility in accordance with paragraph 4.1, the Preferred Systems Integrator shall be responsible for all Systems Integration activities in relation to each Relevant IT System which Post Office nominates to the intent that the Preferred Systems Integrator shall ensure that:

4.4.1 each Relevant IT System meets the applicable service levels; and

4.4.2 the interoperability and performance across Relevant IT Systems meet the required service and performance levels applicable to each Relevant IT System.

5. VALUE FOR MONEY

5.1 The Preferred Systems Integrator activities shall be subject to market testing. Where Fujitsu Services is appointed as Preferred Systems Integrator, such market testing shall be carried out in accordance with the principles set out in Schedule D6, without causing delay to any of the other Market Testing activities described in that Schedule.

5.2 Where the Preferred Systems Integrator procures associated activities from a third party in accordance with paragraph 2.2, the provision of those activities shall be subject to market testing. Where Fujitsu Services is appointed as Preferred Systems Integrator, such market testing will be conducted in accordance with the principles set out in Schedule D6 without causing delay to any of the other Market Testing activities described in that Schedule and validated in accordance with the provisions of Schedule D4.

6. LEGALITY

The provisions of this Schedule A1 shall apply to the extent permitted by law, including, but not limited to, the provisions of the Competition Act 1998, Directive 2004/17/EEC and Directive 2004/18/EEC.

7. ASSOCIATED DOCUMENTS

7.1 There are no CCDs associated with this Schedule A1.

7.2 There are no CRDs associated with this Schedule A1.

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SCHEDULE A2

RELATIONSHIP AND GOVERNANCE

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	24/01/07	Baseline copy of 1.2
3.0	30/01/09	Baseline copy of 2.2
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	23/12/09	Applying changes as per CCN 1268
6.2	30/03/10	Applying changes as per CCN1271c
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu.
8.0	21/02/12	Moving all schedules to V8.0 in accordance with CCN1294d
9.0	13/01/14	Applying changes as per CCN1400
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN 1423c, CCN 1500a, CCN 1600 and moving all schedules in accordance with CCN1604
12.0	03/07/2017	Applying changes as per CCN 1607 and moving all schedules to V12
13.0		Moving all Schedules to V13
14.0	20/12/2021	Updating as per CCN1623b, CCN1649, CCN1678, CCN1700 and moving all Schedules to V14.0

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SCHEDULE A2

RELATIONSHIP AND GOVERNANCE

1. OBJECTIVES

1.1 The Parties intend that the relationship and governance arrangements under this Schedule A2 will help achieve the aim of ensuring an effective working relationship between the Parties and the overall success of the Agreement.

1.2 The relationship and governance arrangements under this Schedule A2 will be used, *inter alia*, to monitor, and assist with the aim of achieving, the Joint Objectives set out in Recitals E(d) to (g) (inclusive) of this Agreement.

2. THE RELATIONSHIP

2.1 Decisions shall be taken through the following mechanisms (each a "Relationship"):

2.1.1 Systems Integration Partnership and Executive Relationship;

2.1.2 Service Management Relationship;

2.1.3 Commercial Relationship;

2.1.4 the Demand Planning Board; and

2.1.5 Programme/Release Relationship,

by the Post Office Subject Lead and the Fujitsu Services Subject Lead for each relevant Relationship.

2.2 Annex 1 to this Schedule A2 sets out in relation to each Relationship:

2.2.1 the Post Office Subject Leads of that Relationship and any other Post Office appointed members;

2.2.2 the Fujitsu Services Subject Leads of that Relationship and any other Fujitsu Services appointed members;

2.2.3 the responsibilities of that Relationship;

2.2.4 the frequency with which that Relationship will meet, unless agreed otherwise by the Parties; and

2.2.5 certain other general information relevant to that Relationship.

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3. GENERAL PROVISIONS

3.1 Save to the extent that a matter is one of the "Reserved Matters" described in paragraph 5 of this Schedule A2, Decisions agreed between the Subject Leads of each Party (or their fully empowered deputies) for the appropriate Relationship will be effective and binding on the Parties (whether or not such Decision is made at a scheduled meeting of a Relationship), provided in each case such Decisions are within the scope of the relevant Relationship's responsibilities as described in Annex 1 to this Schedule A2 and such Decision is recorded in accordance with paragraph 3.5.

3.2 Each Relationship shall be conducted through "meetings", comprising, for the purposes of this Schedule A2, telephone conferences, teleconferences or other means of discussion as the Parties consider appropriate from time to time.

3.3 The Subject Leads for each Relationship will agree what (if any) regular or occasional meetings they wish to hold (and their frequency), where otherwise not stated in Annex 1 to this Schedule A2, in order to discharge the responsibilities and purpose of the relevant Relationship.

3.4 Members of a Relationship may, with the consent of the other Party's Subject Lead for that Relationship (such consent not to be unreasonably withheld or delayed), invite other persons to attend meetings of that Relationship.

3.5 For any Decision of a Relationship to be effective and binding on the Parties, it must be in writing and signed by the Subject Leads (or their fully empowered deputies) of that Relationship.

3.6 At least once in every calendar year, the members of each Relationship shall discuss and review whether the frequency with which their Relationship meetings are held should be altered.

3.7 The Parties agree that day-to-day operational issues arising under or in connection with this Agreement will be managed through delegated authority, including through operational review forums, project boards and problem management working groups that are established from time to time by the Parties, with a view to resolving them in a timely manner.

3.8 Any operational issues which cannot be resolved in a timely manner in accordance with paragraph 3.7 shall be considered by the relevant Subject Leads at the first available opportunity.

3.9 The Parties agree to use their reasonable endeavours to make Decisions through timely and effective communication through the appropriate Relationship and not to unreasonably delay Decisions.

3.10 The Subject Leads of each Relationship will agree measurement criteria from time to time for determining the effectiveness of the relationship between the Parties in meeting the Joint Objectives set out in Recitals E(d) to (g) (inclusive).

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3.11 In addition to the Subject Leads for each Relationship, each of the Operations Director for Post Office and the Commercial Division Director for Fujitsu Services shall supervise the Agreement and shall hold such meetings as they jointly consider necessary to monitor the strategic direction of the relationship between the Parties under this Agreement.

3.12 Nothing in this Schedule A2 shall restrict either Party from exercising any right conferred upon it under this Agreement and notwithstanding anything to the contrary in this Schedule A2, no decision to exercise or waive any such right shall require the concurrence of the other Party.

4. PROGRAMME/RELEASE RELATIONSHIP

4.1 The Programme/Release Relationship shall:

4.1.1 provide a governance structure for each programme and/or Release under this Agreement through the following boards:

4.1.1.1 the 'Programme/Release Board(s)';

4.1.1.2 the 'Acceptance Board(s)';

4.1.1.3 the 'Acceptance Dispute Board(s)'; and

4.1.1.4 the 'Joint Release Authorisation Board(s)'..

4.1.2 through each relevant board, consider, *inter alia*, future work or changes generated by ongoing and planned feasibility studies and other areas of potential work generated through the SIP.

4.2 Annex 1 to this Schedule A2 sets out the Subject Leads, other members, responsibilities and frequency of meetings of each of the boards within the Programme/Release Relationship.

5. RESERVED MATTERS

5.1 New, increased, reduced or modified obligations or responsibilities of either Party can only be effected by making changes to this Agreement in accordance with the Change Control Procedure. Nothing in this paragraph 5.1 shall restrict either Party from agreeing Work Orders.

5.2 Commitment of new expenditure by Post Office can only be approved through the processes described in Schedule D2 or Schedule A3.

5.3 To the extent that a Decision under this Schedule A2 has had or will have an impact on:

5.3.1 the costs of Fujitsu Services (of an amount greater than £10,000) which Fujitsu Services would have dealt with under the Change Control Procedure and reflected in a change to the Charges had that impact been understood at the time the Decision was made;

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5.3.2 the achievement of any Service Level or other obligation of Fujitsu Services under this Agreement;

5.3.3 any contractual or project date agreed between the Parties in relation to this Agreement; or

5.3.4 any Post Office Responsibilities which would have been dealt with under the Change Control Procedure had such impact been understood at the time the Decision was made,

that Decision will be reversed (to the extent it is reasonably practicable to do so) by the Relationship which made that Decision with effect from the date of such reversal, and the matter dealt with under the Change Control Procedure. Each Party shall bear its own costs of complying with such Decision until it is reversed in accordance with this paragraph. Any disputes arising in relation to such reversal will be resolved in accordance with the Dispute Resolution Procedure.

6. ESCALATION PROCEDURES

Any dispute arising out of or in connection with this Agreement, including any matters arising out of or in connection with this Schedule A2, shall be resolved in accordance with the Dispute Resolution Procedure.

7. RELATIONSHIP MANAGEMENT

The Parties shall jointly monitor the operation of the relationship and governance arrangements under this Schedule A2 and initiate remedial action (including escalation if required in accordance with paragraph 6) if these are not being followed.

8. ASSOCIATED DOCUMENTS

8.1 The following CCDs are associated with this Schedule A2:

	Document Reference	Document Title
1	BP/STD/003	"Standard Terms and Conditions for Work Orders"

8.2 The following CRDs are associated with this Schedule A2:

	Document Reference	Document Title
	NO CRDs APPLICABLE	

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9. GOVERNANCE FOR OPERATIONAL SERVICES AND THE TOWERS MODEL

9.1 Fujitsu Services acknowledges that the supplier that Post Office chooses as its Post Office Service Integrator for the new Towers Model may act as Post Office's managing partner. Subject to paragraphs 9.4 and 9.6 below, the Parties acknowledge and agree that Post Office Service Integrator shall be entitled, on behalf of Post Office, to exercise any rights or perform any obligations of Post Office under this Agreement, provided that only Post Office shall be entitled to exercise its rights under Clauses 47, 58 and 66 of the Agreement and paragraph 7 of Annex 2 to Schedule A2.

9.2 For the purposes of the Post Office Service Integrator performing its role as a managing partner for the Post Office and subject to paragraphs 9.1 and 9.4, references in this Agreement to Post Office shall be interpreted to refer to or include Post Office Service Integrator as relevant. Post Office's opinion shall prevail in the event of any dispute as to whether a reference refers to or includes the Post Office Service Integrator. Delegation to the Post Office Service Integrator shall be without prejudice to Post Office's right to exercise its rights under any provision of the Agreement on its own behalf. For the avoidance of doubt, nothing in this paragraph 9 is intended to create a separate contract between Fujitsu Services and Post Office Service Integrator or to assign or novate this Agreement or any part of it to Post Office Service Integrator.

9.3 In the event that Post Office appoints the Post Office Service Integrator to manage some or all of its IT services on its behalf, Fujitsu Services shall perform all its obligations owed to Post Office under this Agreement to the Post Office Service Integrator as if the Post Office Service Integrator is Post Office. To the extent that Fujitsu Services fails to perform its obligations under the Agreement, Post Office retains the ability to enforce its rights against Fujitsu Services and require it to perform those obligations. In the event that either Party considers co-operation and collaboration between Fujitsu Services, Post Office Service Integrator and other Tower Contractors is not in accordance with this paragraph 9, then either Party may escalate the issue through the Dispute Resolution Procedure.

9.4 Without prejudice to Post Office's right to exercise its rights under any provision of the Agreement on its own behalf, in the event that Post Office Service Integrator exercises the rights of Post Office under Clauses 23, 24 or 25 of the Agreement, Fujitsu Services shall only be required to disclose details of the aggregated price of performing the Services and not details of pricing for specific Services or details of the cost base it uses to calculate such prices which may indicate Fujitsu Services' pricing strategy or pricing levels to Post Office Service Integrator.

9.5 Without prejudice to paragraph 9.1 above but subject to paragraph 9.6 below, the Parties acknowledge and agree that Post Office Service Integrator shall be entitled to attend any of the meetings described in this Schedule either in addition to Post Office or on behalf of and as the representative of Post Office. The Post Office Service Integrator may in some instances be the sole representative of Post Office at such meetings or governance boards and will be responsible for the relationship relevant to those meetings or governance boards. Where Post Office Service Integrator attends a meeting on behalf of Post Office, Post Office Service Integrator shall be entitled to exercise such rights and

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perform such obligations as Post Office would be entitled to exercise or perform at such meeting.

9.6 Post Office shall ensure that it has a representative at the following governance boards in addition to or instead of Post Office Service Integrator:

9.6.1 Executive Relationship;

9.6.2 Commercial Relationship; and

9.6.3 Acceptance Board Dispute.

9.7 As part of its transition to the Towers Model and in order to ensure the smooth and effective delivery of end-to-end services to Post Office, Post Office may require its suppliers of IT services to enter into good faith negotiations and agree non-disclosure agreements with other Tower Contractors and/or other third parties ("NDA(s)") and operating level agreement(s) ("OLA(s)") setting out each supplier's respective obligations and dependencies to Post Office and each other supplier. Fujitsu Services shall, where reasonably requested by Post Office, use its reasonable endeavours to enter into NDA(s) and OLA(s) with Post Office Service Integrator and/or any Tower Contractors and/or any other third parties within 3 months of such notification by Post Office. In the event that Fujitsu Services has not or considers it will not be able to enter into NDAs and/or OLAs within such 3 month timescale, Fujitsu Services shall promptly notify Post Office of any issues preventing compliance with such 3 month timescale and the Parties shall work together to address the issues in good faith within a reasonable timescale to be agreed mutually. In the event that the Parties are unable to agree a reasonable timescale, either Party may escalate the matter through the Dispute Resolution Procedure. For the avoidance of doubt, Post Office shall not be a party to any such NDA or OLA.

9.8 Post Office may wish to make changes to the governance structure in this Agreement to align with its new Tower Model and to implement changes associated with any OLA. All such changes shall be managed as a change to the Agreement and implemented via the Change Control Procedure. Fujitsu Services shall be entitled to charge for any additional costs or risks as a result of changes to the existing governance structure in accordance with the Change Control Procedure.

9.9 Fujitsu Services shall collaborate reasonably with Post Office Service Integrator and the Tower Contractors by adopting Good Professional Practice in relation to collaborating and co-operating with Tower Contractors to enable Post Office to maximize the benefit of the strategic IT supply chain and optimal target operating model selected by Post Office for its IT and change transformation programme including by:

9.9.1 responding to and following the Post Office Service Integrator's instructions, including meeting all timescales, where provided in accordance with the terms of this Agreement;

9.9.2 save as set out in the Agreement, reporting to the Post Office Service Integrator as if it were Post Office;

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9.9.3 co-operating with the Post Office Service Integrator where it seeks to manage and resolve issues between the Tower Contractors including any Incidents;

9.9.4 providing the Services in accordance with collaboration requirements and responsibilities set out in Schedule F.

For the avoidance of doubt, Fujitsu Services shall be entitled to charge Post Office for its demonstrable additional costs in complying with this paragraph 9.9 which the Parties shall agree through the Change Control Procedure to the extent to which such costs are not covered by the (i) Charges relating to the other Services provided under this Agreement and (ii) de minimis amount of time being equivalent to 15 man days of additional effort (over and above those activities performed by Fujitsu Services prior to the implementation of some or all of the Tower model) in any quarter (being January to March, April to June, July to September and October to December) incurred by Fujitsu Services in complying with this paragraph 9.9.

9.10 Fujitsu Services shall at all times work with Post Office and Post Office Service Integrator, in good faith, to develop governance processes, collaboration arrangements and meeting structures in relation to the provision of the Services in order to:

9.10.1 facilitate consistent management, reporting, and sharing of information between Fujitsu Services, Post Office Service Integrator and Post Office (as applicable); and

9.10.2 support and assist the delivery of the Services to Post Office and the delivery of other relevant Tower services by Post Office Service Integrator and other Tower Contractors, to Post Office.

9.11 The Fujitsu Subject Lead for the Executive Relationship (or a suitable alternative in terms of seniority, decision making ability and knowledge of this Agreement) shall attend meetings of the governance board entitled "Supply Chain Member Board" instituted under the agreement between the Post Office Service Integrator and Post Office.

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Annex 1 to Schedule A2

Relationships

The Parties acknowledge that the job titles of the Relationship members identified in this Annex 1 may change over time (particularly if either Party introduces any new internal management structure) and that should this occur the appropriate attendees would be the persons holding the equivalent position to those identified below.

Executive Relationship	
Post Office Members	Purchasing Director for Post Office (Subject Lead for Executive Responsibilities) Head of Change and IS (Subject Lead for SIP-Related Responsibilities) and Post Office Service Integrator (at Post Office discretion)
Fujitsu Services Members	Business Unit Director (Subject Lead)
Responsibilities	**Executive Responsibilities** • Monitoring the overall success of the relationship, including resolution of any Disputes escalated for Executive Review under the Dispute Resolution Procedure. • Approval of new initiatives (HNG-X and non-HNG-X). • Overseeing management by the Commercial Relationship of matters arising in respect of Market Testing under Schedule D6. • Monitoring the performance of Fujitsu Services' obligations in connection with this Agreement for the purposes of determining matters relevant to Fujitsu Services' appointment as Preferred Systems Integrator and disclosing the results of such monitoring to Fujitsu Services in accordance with Schedule A1. • Gain Share and Strive monitoring, including agreement of baselines. **SIP-Related Responsibilities** • Strategic direction and use of SIP resource – (a) agreeing the quantity and type of SIP resource to be provided by Fujitsu Services and (b) approving the programmes and initiatives to which the SIP resource or any Fujitsu Services SIP Team Members shall be applied in order to best achieve the Joint Objectives set out in Recitals E(d) to (g) (inclusive). • Agreeing the sharing of any benefits accruing from a cost saving initiative or future development work in accordance with the principles of Schedule D3 relating to the SIP and overseeing the management, operation and delivery of the SIP under Schedule B1.2.

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Executive Relationship	
	• Reviewing and managing opportunities for the Preferred Systems Integrator and the SIP; maintaining a list of such opportunities in a Working Document. • Post Office benefits realisation monitoring. • Assisting with the aim of achieving the Joint Objective set out in recital E(g), including co-ordinating visits from time to time by agreed members of Post Office staff to any Fujitsu Services laboratories so as to have access to Fujitsu Services research and technical expertise.

Service Management Relationship	
Post Office Members	Head of Operations Control (Subject Lead) and/or Post Office Service Integrator
Fujitsu Services Members	Customer Service Director (Subject Lead)
Responsibilities	• Ensuring continuous improvement in the service management environment through pro-active management. • Reviewing Operational Services performance, including against agreed Service Levels and agreeing remedies payable (if any) in accordance with the relevant terms of this Agreement. • Reviewing network performance. • Reviewing operational reliability of infrastructure used to deliver the Services (whether the Infrastructure or the infrastructure used to deliver the Post Office Cloud) and considering/recommending remedial courses of action (e.g. full or partial technological refresh or Service Level relief). • Resolving operational issues including, but not limited to, those arising from non-conformance to agreed Service Levels. • Reviewing future change plans to ensure the live environment is prepared for Operational Services. • Capacity management in relation to Service Management Services. • Monitoring Operational Business Change processes.
Frequency	Monthly
Other general information	There will be a monthly service review meeting for which Fujitsu Services shall prepare reports in the formats agreed from time to time.

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Commercial Relationship	
Post Office Members	Purchasing Manager (Subject Lead, in relation to procurement, ordering and approval of changes to the contract clauses and schedules) Contract Manager (Subject Lead, in relation to commercial, business, governance and other issues) and Post Office Service Integrator (at Post Office's discretion)
Fujitsu Services Members	Director, Commercial (Subject Lead)
Responsibilities	• Management and administration of the Agreement. • Agreeing amendments to the Agreement subject to the Change Control Procedure. • Overseeing the ordering, invoicing and payment process in Schedule D2. • Overseeing the carrying out of Work Orders. • Reviewing changes to the CCD entitled "Standard Terms and Conditions for Work Orders" (BP/STD/003). • Agreeing Change Work Orders in relation to Work Orders. • Reviewing performance of and, where necessary, improvements to the Change Control Procedure. • Management reviews of Open Book, Gain Share and Market Testing. • First level escalation for Disputes about the interpretation of this Agreement, about invoice amounts or terms, and about other matters referred to the Commercial Relationship. • Monitoring, reviewing and reporting of events and progress and issue resolution in respect of Market Testing under Schedule D6.
Frequency	Monthly

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Programme/Release Relationship

Each of the following boards shall be established for each relevant programme or Release (including Project HNG-X save in relation to the HNG-X Acceptance Board and the HNG-X Acceptance Dispute Board which shall be constituted as described in Schedule B6.3.)

Programme /Release Board(s)	
Post Office Members	Business Partner relevant to the subject matter of the programme or Release (Subject Lead), Programme and/or Release manager, Design Authority (if appointed), and Business change manager (if appointed), and/or Post Office Service Integrator; and Commercial manager (as required)
Fujitsu Services Members	Fujitsu Services' SI Director (Subject Lead) Programme and/or Release manager Others, as appropriate for the programme or Release.

Responsibilities	• Delivery of programmes and Releases to time and budget.
	• Managing and resourcing Work Packages which relate to major development programmes.
	• Managing contingency budgets approved in Work Orders including, where appropriate, delegating authority to appropriate managers.
	• Directing the holding of meetings of the 'Joint Release Authorisation Board'.
	• Project management and governance in accordance with this Agreement or, to the extent not in conflict or inconsistent with this Agreement, PRINCE 2 standard practice. For example:
	  • review and resolution of operational issues arising in design, development and testing; and
	  • review progress and performance against plan.
	Notwithstanding the Parties' use of PRINCE 2, or any other design or project management methodology, the provisions of this Agreement shall not be varied by such use unless the Parties agree otherwise in accordance with the Change Control Procedure.

Frequency	As determined by the Subject Leads.
Other general information	• There will be one 'Programme/Release Board' for each major programme/ Release. • The Subject Leads will discuss current and future demand for such boards.

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Acceptance Boards (for each Release)	
Post Office Members	*Mandatory attendees:* Head of Change and IS (or designate) – Chair, HNG-X Programme Manager (or designate), Requirements & Acceptance Manager, HNG-X Acceptance Manager, HNG-X Design Authority, and/or Post Office Service Integrator *Optional attendees*: Testing Manager in each case for the relevant Acceptance activity, Post Office Commercial Manager
Fujitsu Services Members	*Mandatory attendees:* SI Director (or designate) Commercial Director (or designate) HNG-X Programme Director HNG-X Acceptance Manager HNG-X Solution Architect *Optional attendees:* Testing Manager in each case for the relevant Acceptance activity.
Responsibilities	• To agree the Acceptance status of the relevant Release (including distribution of HNG-A Application updates by Fujitsu Services to the EUC Tower Contractor for onward release management) and provide a recommendation to the 'Joint Release Authorisation Board'.
Frequency	As required to monitor progress towards each Acceptance Gateway.

Acceptance Dispute Board	
Post Office Members	*Mandatory attendees:* Head of Change and IS (Chair) HNG-X Programme Manager HNG-X Acceptance Manager HNG-X Design Authority; and/or Post Office Service Integrator; and

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	Post Office Commercial Manager *Optional attendees:* Testing Manager in each case for the relevant Acceptance activity.
Fujitsu Services Members	*Mandatory attendees*: SI Director Commercial Director HNG-X Programme Director HNG-X Acceptance Manager HNG-X Solution Architect *Optional attendees:* Testing Manager in each case for the relevant Acceptance activity.
Responsibilities	• Consider and resolve Acceptance disputes arising under Schedule B6.3. • Consider and resolve Acceptance disputes arising under Schedule B1.1.
Frequency	As and when required to resolve issues arising during the Acceptance activity.

Joint Release Authorisation Board	
Post Office Members	Head of Operations Control (or nominated representative) (Subject Lead) Delivery Integration and Assurance manager, and/or Post Office Service Integrator
Fujitsu Services Members	Fujitsu Services' SI Director (Subject Lead) Customer Service Director and the appropriate Customer Service Introduction Manager.
Responsibilities	Agree the criteria and processes by which Releases, of HNG-X Central Infrastructure updates or HNG-X Application updates, will be authorised for release into field trial or live operation and carry out readiness reviews of stakeholders accordingly. (N.B. Joint Release Approval Boards, or similar, held between Post Office and EUC Tower Contractor members to authorise the release of HNG-A Application updates may be held jointly or separately from those for HNG-X Central Infrastructure updates or HNG-X Application updates, but distinct authorisations for Release must be given to the different parties)
Frequency	As and when directed by the 'Programme/Release Board'.

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Demand Planning Board	
Post Office Members	Head of Change and IS (Subject Lead) + other representatives as agreed from time to time, and/or Post Office Service Integrator *Optional attendee:* Head of Contract Management
Fujitsu Services Members	Development Director (Subject Lead) Commercial Director + other representatives as agreed from time to time

Responsibilities	• Communication of service development plans – Post Office and Fujitsu Services
	• Agree high level planning assumptions for future developments of services
	• Joint planning to manage the allocation of pre-paid or pre-committed resources and any progressive commitment to incremental resource above that level including:
	  • Agreement of the Inner Core Team and Outer Core Team, or the Core Team (as applicable), (including any subsequent replacements required)
	  • Agreement of the Standing Team, (including any subsequent replacements required)
	• In accordance with Annex 3 to Schedule A2 initiate, monitor and ensure progress on development of service definitions and terms and conditions for additions to the contracted services
	• Recommend additions to contracted services, including introduction of the Inner Core Team and Outer Core Team, or the Core Team (as applicable) and Standing Team, (that will then be formally introduced by CCN)
	• Oversight of agreeing Work Packages

Frequency	Monthly

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Annex 2 to Schedule A2

Dispute Resolution Procedures

1. INTRODUCTION

1.1 The Parties shall use the Dispute Resolution Procedure to resolve any Dispute.

1.2 There may, subject to the other provisions of this Annex 2 to Schedule A2, be up to five stages (each a "Stage") to the DRP as follows:

1.2.1 the Subject Lead Review to be carried out in accordance with paragraph 2;

1.2.2 the Executive Review to be carried out in accordance with paragraph 3;

1.2.3 the Board Review (including facilitation by an expert) to be carried out in accordance with paragraph 4;

1.2.4 provided that the Parties agree to such procedure, mediation (to be carried out in accordance with paragraph 6) or expert determination (to be carried out in accordance with paragraph 7); and

1.2.5 where any mediation does not resolve the Dispute or the Parties do not agree to the use of mediation or expert determination, or as otherwise provided for in this Agreement, resolution through the courts of England.

1.3 The Parties may relax the timescales referred to in the DRP by mutual agreement (such agreement not to be unreasonably withheld or delayed).

2. SUBJECT LEAD REVIEW

2.1 Subject to paragraph 2.2, as soon as either Party becomes aware of a disputed matter it shall refer the Dispute to the Subject Leads best qualified to deal with the Dispute (taking into account the nature of the Dispute and the responsibilities of each Subject Lead) for resolution within five Working Days of the date of referral (the “Subject Lead Review”). If the Dispute relates to the interpretation of this Agreement or to the amount or terms of invoices, then the Dispute shall be referred to the Commercial Relationship for resolution.

2.2 As soon as either Party becomes aware of a disputed matter in relation to the SIP it shall refer the Dispute to Executive Review described in paragraph 3.

3. EXECUTIVE REVIEW

3.1 In the event that the Subject Leads of the Relationship to which the Dispute is referred under paragraph 2 fail to resolve that Dispute, the Dispute shall be referred to the Systems Integration Partnership and Executive Relationship for resolution in accordance with this paragraph 3 (the "Executive Review"). Each Party shall, no later than five Working Days after such failure (or as soon as reasonably practicable if the Dispute is in relation to the SIP), provide the other with a Statement of Dispute. If the Parties agree to

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do so, such statements may be provided sequentially by one Party responding to the Statement of Dispute of the other.

3.2 The Subject Leads of the Systems Integration Partnership and Executive Relationship or other individuals nominated by each Party suitably empowered to deal with executive matters (the "Nominated Executives") will be responsible for collating all relevant information relating to the Dispute and for progressing the Dispute through the DRP until it is resolved or determined.

3.3 The Executive Review shall take place within ten Working Days of the referral with the object of resolving the Dispute by way of good faith negotiation.

3.4 The Parties may agree, before the Executive Review referred to in paragraph 3.3 takes place, or if that review fails to resolve the Dispute referred to it, to appoint an expert facilitator (the "Facilitator") to assist with resolution of the Dispute on the following basis:

3.4.1 The Facilitator will be appointed as soon as reasonably practicable;

3.4.2 The Facilitator shall be an individual who:

3.4.2.1 holds qualifications in respect of the subject matter underlying the Dispute; and

3.4.2.2 is approved by both Parties (such approval not to be unreasonably withheld or delayed).

3.4.3 In the event that the Parties fail to agree upon an individual as the Facilitator, the Facilitator shall be appointed at the request of Post Office or Fujitsu Services (whichever is the earlier) by the President for the time being of the Institution of Engineering and Technology so long as such appointee shall meet the criterion in paragraph 3.4.2.1.

3.4.4 The Facilitator shall act as a facilitator and not as an expert or arbitrator and his fees shall be borne by the Parties in equal shares.

3.4.5 Within five Working Days of appointment of the Facilitator the Parties shall submit to the Facilitator:

3.4.5.1 each Party's Statement of Dispute (as amended to reflect matters discussed so far), such statement also to be disclosed to the other Party; and

3.4.5.2 a joint agreed statement describing the scope of the initial guidance required from the Facilitator.

3.4.6 The Dispute shall be referred to the Facilitator to obtain such initial guidance and the Parties shall request that the Facilitator gives such guidance within 15 Working Days of receipt of the Statement of Dispute from both Parties. The

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Facilitator shall not be required to determine the Dispute unless the Parties agree that he shall be appointed as an Expert in accordance with paragraph 7.

3.4.7 Once the Facilitator has given to the Parties his initial guidance on the Dispute, the Nominated Executives shall meet within five Working Days of the initial guidance being given and attempt to resolve the Dispute with the advice and guidance of the Facilitator within ten Working Days of the meeting.

4. BOARD REVIEW

4.1 If the Dispute is not resolved by the Executive Review, the Parties may, if both Parties agree, refer the Dispute for review by (i) either or both of the Operations Director of the Post Office and/or the Procurement Director of the Royal Mail Group plc and (ii) the Commercial Division Director, Fujitsu Services (the "Board Review").

4.2 The Board Review shall take place within five Working Days of the referral with the object of resolving the Dispute by way of good faith negotiation.

4.3 If the Dispute is not resolved within ten Working Days of the Board Review, the Parties may, if both Parties agree, refer the Dispute to a Mediator (for resolution in accordance with paragraph 6) or to an Expert (for determination in accordance with paragraph 7).

4.4 If the Parties do not reach agreement whether (a) to refer the Dispute for resolution by Board Review, within 15 Working Days of completing the Executive Review, or (b) to refer the Dispute to a Mediator or an Expert pursuant to paragraph 4.3, either Party may seek resolution of the Dispute through the courts of England. Notwithstanding the requirement in paragraph 4.2, if the Board Review has not taken place within 20 Working Days of referral, either Party may seek resolution of the Dispute through the courts of England.

5. STATEMENT OF DISPUTE

5.1 A "Statement of Dispute" means a signed and dated statement of a Subject Lead containing the following information:

5.1.1 the name, job title, postal address and contact telephone number of the Subject Lead making the statement on behalf of one Party and that of the Subject Lead of the other Party to whom the statement is given (each such Subject Lead being a "Dispute Owner");

5.1.2 an adequate description of the Dispute, from the perspective of the Party on whose behalf the statement is made;

5.1.3 any dates by which an output or decision is required for operational reasons; and

5.1.4 any recommendation for the resolution of the Dispute which the Dispute Owner considers appropriate.

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5.2 Within five Working Days of the completion of each Stage of the DRP the Dispute Owners of each Party shall, if the Dispute has not been resolved, prepare a joint statement including:

5.2.1 the findings of the Stage in question; and

5.2.2 the output or decision required from the next Stage of the DRP,

to be used by or in connection with the next stage of the DRP.

6. MEDIATION

6.1 At any time after the Executive Review, the Parties may agree that the Dispute shall be referred to mediation. In the event that the Parties agree to mediation, the Parties will be responsible for appointing the mediator (the "Mediator"), but in the event that they are unable to agree on a Mediator either or both of the Parties shall request the Centre for Dispute Resolution ("CEDR") to appoint a Mediator.

6.2 The Parties shall, with the assistance of the Mediator, seek to agree the mediation procedure. In default of such agreement, the Mediator shall act in accordance with CEDR rules. The Parties shall, within five Working Days of the date on which the terms of the mediation are settled, meet the Mediator in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the mediation.

6.3 Subject to agreement between the Parties, the mediation shall take place within 30 Working Days of the appointment of the Mediator.

7. EXPERT DETERMINATION

7.1 At any time after the Board Review, the Parties may agree that the Dispute shall be referred to an expert ("Expert"), appointed by the Parties, for final determination of the Dispute.

7.2 The Expert shall be appointed as soon as reasonably practicable and shall be an individual who:

7.2.1 holds qualifications in respect of the subject matter underlying the Dispute in question; and

7.2.2 is approved by both Parties (such approval not to be unreasonably withheld or delayed).

7.3 In the event that the Parties fail to agree upon the Expert to be appointed, the Expert shall be appointed, at the request of Post Office or Fujitsu Services, by the President for the time being of the Institution of Engineering and Technology so long as such appointee shall meet the criterion specified in paragraph 7.2.1.

7.4 The Expert appointed under paragraph 7.2 shall act on the following basis:

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7.4.1 the Expert shall act as an expert and not as an arbitrator;

7.4.2 the Expert shall decide the procedure to be followed in the determination of the Dispute and shall be requested to make his determination in writing within 20 Working Days after his appointment or as soon as practicable thereafter;

7.4.3 the Expert's determination shall (in the absence of manifest error) be final and binding on the Parties;

7.4.4 any amount payable by Fujitsu Services to Post Office as a result of the Expert's determination shall be paid within ten Working Days of the Expert's determination being notified to the Parties;

7.4.5 any amount payable by Post Office to Fujitsu Services as a result of the Expert's determination shall be included in the next invoice for the Charges and paid by Post Office in accordance with Schedule D2; and

7.4.6 the costs of the determination, including the fees and expenses of the Expert, shall be borne by the Parties in such proportions as may be determined by the Expert.

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Annex 3 to Schedule A2

Planning of Pre-Committed Resource

1. INNER CORE TEAM TO 31ST MARCH 2015

a) The Parties shall agree an Inner Core Team of resources for the period up to 31st March 2015 under the auspices of the Demand Planning Board. The Inner Core Team for such period shall consist of those Fujitsu Services personnel who have specialist knowledge and experience of the infrastructure and/or processes used to support Post Office's needs under the Agreement and whose loss would cause a significant increase in cost or time for the implementation of future change whilst new staff were trained in or re-discovered that key knowledge.

b) The Inner Core Team for the period up to 31st March 2015 is initially set at 9 full time posts covered by 12 people. Post Office shall have the final say on posts, skill sets and who is included within the Inner Core Team from the list of candidates recommended by Fujitsu Services but shall not unreasonably refuse candidates and shall provide reasons where it reasonably refuses. The Demand Planning Board shall record in its minutes which areas of the business Fujitsu Services feel is not sufficiently covered to enable mitigation actions to be taken if necessary.

c) Limited changes: The Inner Core Team shall be fixed (in terms of variety of skill sets and numbers of posts and persons) from the date of signature of CCN1271c and such elements may not be varied prior to 31st March 2015 other than under the process set out in paragraph 3 below in relation to skill sets only.

d) The additional provisions regarding the Inner Core Team set out in paragraphs 11 and 12 below shall apply with effect from 1st April 2015 except that paragraph 11 will not apply in the event that the Inner Core Team is terminated by Post Office pursuant to paragraph 12 below.

2. OUTER CORE TEAM TO 31st MARCH 2015

a) The Parties shall agree an Outer Core Team of resources for the period up to 31st March 2015 under the auspices of the Demand Planning Board. The Outer Core Team shall consist of those Fujitsu Services personnel who have specialist knowledge and experience of the infrastructure and/or processes used to support Post Office's needs under the Agreement and whose loss would cause a significant increase in cost or time for the implementation of future change whilst new staff were trained in or re-discovered that key knowledge.

b) The Outer Core Team for the period up to 31st March 2015 is initially set at 15 full time posts covered by 18 people. Post Office shall have the final say on posts, skill sets and who is included within the Outer Core Team from the list of candidates recommended by Fujitsu Services but shall not unreasonably refuse candidates and shall provide reasons where it reasonably refuses. The Demand Planning Board shall record in its minutes

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which areas of the business Fujitsu Services feel are not sufficiently covered to enable mitigation actions to be taken if necessary.

c) Right to cancel Outer Core Team: Post Office shall have the right to cancel the Outer Core Team effective from the second anniversary of signature of CCN1271c. Post Office may exercise such option in writing to the Fujitsu Services Commercial Director up to 21 months from signature of CCN1271c only. If such break option is not activated, the Outer Core Team shall continue in place as normal until 31st March 2015.

d) Limited Changes: The Outer Core Team shall be fixed (in terms of variety of skill sets and numbers of posts and persons) from the date of signature of CCN 1271c and such elements may only be varied:

i) in relation to numbers of persons and posts only, on Post Office giving 9 months' notice after that date. Post Office shall not reduce the numbers of persons and/or posts of the Outer Core Team as initially set by more than 20% during the initial 2 years from signature of CCN1271c. During years 3-5 from signature of CCN1271c, assuming Post Office has not invoked the break option at point 2(b) above, Post Office may reduce the numbers of persons and/or posts of the Outer Core Team by up to 20% in total of the size existing at the second anniversary of signature of CCN1271c during the remainder of the Term of the Agreement. Should Post Office not have utilised the full 20% reduction during the initial 2 years, then the remaining balance is not carried over to the 3rd-5th years.

ii) In relation to skill sets only, under the process set out in point 3) below.

3. VARIATIONS TO SKILL SETS OF THE INNER AND OUTER CORE TEAMS:

a) Where forecast utilisation of a specified skill set within either the Inner Core Team or Outer Core Team is less than 50% for three or more succeeding months, Post Office may request at the Demand Planning Forum for that skill set to be exchanged for another skill set where consistent demand is shown. Post Office may, after the first anniversary of signature of CCN1271c, change 1 person in the Inner Core Team and 2 people within the Outer Core team under this provision each year.

b) Where the replacement persons are from the Inner Core Team, the Outer Core Team or the Standing Team, it is expected that Post Office will normally backfill that post, leaving the total within each team unchanged. Post Office's rights in respect of team size reductions under the other provisions of CCN1271c would be unaffected.

c) Post Office's entitlement to discounts will be unaffected by exchanges of personnel under this paragraph.

d) Only in the event that the Post Office has requested the substitution, any re-skilling requirements for the replacement resource will be chargeable to the Post Office provided that Fujitsu Services shall take all reasonable endeavours to minimise the need for such re-skilling.

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4. Fujitsu Services undertakes to use all reasonable endeavours to ensure that the Inner Core Team and Outer Core Team personnel are not removed or replaced for the duration of the Agreement However, in the event that any of the Inner Core Team or Outer Core Team personnel become unavailable for any reason (including without limitation death, injury, sickness, career advancement or resignation), Fujitsu Services shall have the right upon giving 30 days' notice in writing to Post Office to replace such an individual with another individual whose abilities and qualifications are appropriate for the services to be performed by such individual. Fujitsu Services shall submit to Post Office the CV of any such replacement and shall take any representation from Post Office in response under due consideration. Post Office shall not be charged for any training required to bring such staff up to the required standard of knowledge.

5. CONFIDENTIALITY

a) Post Office may reproduce, copy and disclose Personnel Information relating to the Inner and Outer Core Teams:

   i) to Post Office's Subject Leads for (i) the Systems Integration Partnership and Executive Relationship, (ii) the Commercial Relationship and (iii) current members of the Demand Planning Board;

   ii) to its professional advisers provided such reproduction, copying and disclosure is necessary for the purposes of this Agreement; or

   iii) as required by law,

   iv) provided that Post Office shall procure that the persons referred to in paragraphs (i) and (ii) above shall not themselves disclose Personnel Information (except amongst themselves) without the express written consent of Fujitsu Services.

b) Post Office may discuss Personnel Information with and disclose Personnel Information to Fujitsu Services Listed Personnel.

6. STANDING TEAM TO 31st MARCH 2015

a) The Parties shall agree a Standing Team of resources for the period up to 31st March 2015 under the auspices of the Demand Planning Board. The Standing Team during such period shall consist of an agreed number of personnel per grade sufficient to meet the Fujitsu Services forecasted minimum level of resources required, over and above the Inner Core Team and the Outer Core Team, to match the minimum Fujitsu Services forecasted workload anticipated within the next rolling 9 month period. This is initially set at 20.9 full time posts covered by 23 people. Post Office may terminate individual resource from this team on 3 months' notice after completion of the first 9 months. Post Office shall have the final say on what quantity of personnel for each grade is included within the Standing Team from the recommended list provided by Fujitsu Services. For replacements, Fujitsu Services shall recommend its suggested candidate plus at least 1 other qualified candidate and Post Office may request further candidates where, for good reason, neither of the submitted candidates is acceptable. Fujitsu Services remains the final arbiter on who fills each post, as long as they meet the required qualifications and experience."

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7. REPORTING

i) Fujitsu Services shall present to each Demand Planning Board the following reports. The Demand Planning Board may request other reports as necessary to facilitate resource management.

(1) Resource requirements for committed and projected business

(2) Allocation of Inner Core Team, Outer Core Team and Standing Team personnel against the resource requirements at 7(i)(1) above.

(3) Requirements for additional specialist or volume-driven resources

(4) Shortfall in utilisation of any Inner Core Team, Outer Core Team or Standing Team members. Fujitsu Services shall make available the CV of any personnel having spare capacity to Post Office to facilitate their re-allocation.

(5) Actuals against Fujitsu Services forecasts in relation to resource requirements, allocation ad utilisation.

(6) Such information as is required to allow Post Office to allocate costs to individual changes for re-charge to internal customers.

8. ESTIMATING

8.1 In the event that forecast estimates prove inaccurate in practice, Fujitsu Services shall identify:

a) any persistent causes of such inaccuracy

b) in extreme cases of inaccuracy, the cause(s) of such inaccuracy

8.2 In the case of any persistent causes identified under 8.1(a) above, the Party owning the area from which the cause originates shall, with the reasonable co-operation of the other Party where required (which shall be supplied free of charge), generate an action plan for addressing the cause which shall be presented to the Demand Planning Board for ratification.

8.3 In the case of any extreme cause of inaccuracy identified under 8.1(b) above, the Party owning the area from which the cause originates shall, with the reasonable co-operation of the other Party where required (which shall be supplied free of charge), shall generate an action plan for reducing or eliminating the chance of that cause re-occurring which shall be presented to the Demand Planning Board for ratification.

8.4 The Party owning the area from which the cause originates shall fund any action required under the action plan.

8.5 The Demand Planning Board shall agree any further measures it deems necessary to rectify continuing inaccuracy in estimates.

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9. SPARE CAPACITY

i) In the event that a member of the Inner Core Team, Outer Core Team or the Standing Team is unallocated to a particular task for any period, Fujitsu Services shall notify Post Office as soon as possible, in any event at the next succeeding Demand Planning Board. Fujitsu Services shall use all reasonable endeavours to locate work either on or off the programme to utilise this spare capacity and report its findings to Post Office. Where staff are used other than to support Post Office programmes or services, charges shall be reduced accordingly and Post Office shall not pay anything for any time any persons are working on non-Post Office matters or are unavailable for reasons of sickness, corporate training, leave etc. Where staff are available but are unable to be utilised or re-deployed, charges shall fall to Post Office.

ii) In the event that Fujitsu Services is unable to locate sufficient work to fill such spare capacity, Post Office shall have the option to identify work for the individual, either on contract work, within the SIP or on work currently outside the Agreement. In the latter case, such work would be brought within the contract scope to ensure that a contractual framework was provided for the services performed.

10. OFFSHORING

In the event that the Parties agree that it is possible to Offshore either a Standing or an Inner Core Team or Outer Core Team role, Fujitsu Services shall:

i) provide to Post Office a revised potential cost for that role to include the re-training etc required. Fujitsu Services shall also provide all reasonable information in relation to any potential risks from the Offshoring to allow Post Office to make an informed decision on whether Offshoring is advisable in the particular case. Where the costs of such investigation exceeds 2 man-days, such investigation shall be chargeable to Post Office at the appropriate rate provided that the nature of this investigation (including as to its scope and duration) have been agreed in writing by the Post Office prior to the commencement of such investigation ; or

ii) consider the proposal under the Gain Share principles.

The choice between (i) or (ii) above shall be entirely at Post Office's discretion.

11. INNER CORE TEAM FROM 1st APRIL 2015

11.1 During the period from 1st April 2015, unless terminated in accordance with paragraph 12 below or increased or decreased in accordance with paragraph 11.3 below, the Inner Core Team shall be set at 16 full time posts covered by 25 people. Post Office shall have the final say on posts, skill sets and who is included within the Inner Core Team from the list of candidates recommended by Fujitsu Services but shall not unreasonably refuse candidates and shall provide reasons where it reasonably refuses. In selection of the Inner Core Team Post Office shall take into account that during the period when Transitional Support Services are provided and Post Office is in transition to the Towers Model a different mix of skills may be required to retain the knowledge required to deliver the Services while protecting the reputations of Post Office and Fujitsu Services. The

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Demand Planning Board shall record in its minutes which areas of the business Fujitsu Services feel is not sufficiently covered to enable mitigation actions to be taken if necessary.

11.2 The Charges for the Inner Core Team shall be calculated on a discounted basis in accordance with Schedule D1. This discount shall be applied monthly as a credit to the operating charge.

11.3 Post Office may increase or decrease the size of the Inner Core Team before or after 1st April 2015 by giving three (3) months' notice to Fujitsu Services.

11.4 Removal of members of the Inner Core Team in accordance with paragraph 11.3 above will impact the discounting as per paragraph 10.4B of Schedule D1.

12. TERMINATION OF THE INNER CORE TEAM

12.1 Post Office may terminate the requirement for the Inner Core Team with effect from 1st April 2015, without payment of any charge to Fujitsu Services, upon providing written notice to this effect to Fujitsu Services on or before 30th September 2014. In the event of any such termination, the provisions of paragraph 11 above shall not apply.

13. OUTER CORE TEAM AND STANDING TEAM FROM 1st APRIL 2015

13.1 During the period from 1st April 2015, the Outer Core Team shall be initially set as a commitment to spend £150,000 per month on Development Resources.

13.2 The full time posts supplied in the Outer Core team can be changed but require a three month notice period and Post Office must confirm its requirement for resources 3 months in advance.

13.3 The discount structure for the Outer Core team is included in 10.4B of Schedule D1. This discount shall be applied monthly as a credit to the operating charge.

13.4 There will be no Standing Team during the period from 1st April 2015.

14. CORE TEAM MODEL FROM 1st APRIL 2016

14.1 The approaches set out in paragraphs 11 and 13 shall expire at the end of31st March 2016.

14.2 From 1st April 2016 to 31st March 2023 for the remainder of the term, Post Office commits to funding the "Core Team" which shall comprise 16 on-shore full time equivalent posts covered by up to 25 people. Post Office shall have the final say on posts, skill sets and who is included within this team, from time to time, provided such persons and posts are chosen from the list of candidates recommended by Fujitsu Services. Post Office shall not unreasonably refuse candidates and shall provide reasons where it reasonably refuses. In the event Post Office wishes to vary the posts, skill sets and who is included

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in the Core Team it shall do so by giving three (3) months' notice to Fujitsu Services, unless, in respect of who is included in the Core Team, a member of the Core Team is guilty of misconduct, is underperforming or otherwise exhibits unacceptable behaviour, in which case, Post Office may require the immediate removal by Fujitsu Services of that member from the Core Team. Where a member is removed from the Core Team as described above, Fujitsu Services shall promptly replace them with a person satisfactory to Post Office (acting reasonably).

15. CRITICAL SMEs FROM 1st APRIL 2023

15.1 From 1st April 2023, Fujitsu Services shall retain a list of Critical SMEs as identified and agreed between the Parties for the duration of the Term. These Critical SMEs shall be utilised in the delivery of Development and/or Operational Services (including for the purposes of any knowledge transfer to Post Office or a Next Supplier) as allocated from time to time in accordance with the Parties' demand planning arrangements and Change Control procedure.

15.2 Fujitsu Services will not remove any Critical SMEs from delivery of the Services, except for the following reasons: (a) the individual resigns, (b) the individual retires, (c) the individual goes on long-term sick leave, (d) the individual is dismissed for conduct or some other substantial reason, or (e) the individual refuses to continue performing their duties in respect of the Services.

15.3 Fujitsu Services will seek Post Office's input and will use reasonable endeavours to reach agreement on an appropriate replacement for any Critical SMEs.

15.4 In the event that any Operational Service activity to which a Critical SME is aligned to is terminated, Fujitsu Services shall have no obligation to retain that Critical SME or provide a replacement for that Critical SME. In the event that one or more of the Operational Service activities to which the Critical SME is aligned are terminated but other such activities continue, Fujitsu Services shall inform Post Office before removing or replacing such Critical SME; however, the removal of such Critical SMEs shall remain at Fujitsu Services sole discretion.

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SCHEDULE A3

CHANGE CONTROL

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	24/01/07	Baseline copy of 1.5
3.0	09/07/07	Baseline copy of 2.1a
3.1	03/01/08	Applying CCN's1220a,1227c
4.0	15/04/08	Baseline copy of 3.1
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	23/07/09	Applying changes as per CCN 1264
7.0	10/05/10	Moving all schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1511 and moving all Schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN1608a and moving all Schedules to V12.0
13.0		Updating as per CCN1628c, CCN1635c, CCN1645 and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1649 and moving all Schedules to V14.0

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SCHEDULE A3

CHANGE CONTROL

1. INTRODUCTION

1.1 Amendments and changes to:

1.1.1 the Clauses, Schedules and Annexes to this Agreement and to the Contract Controlled Documents and Contract Referenced Documents listed in its Schedules shall only be made; and

1.1.2 documents forming part of or related to Work Orders, where the amendment or change satisfies the criteria specified in paragraph 5.3 of Schedule A2, may be made,

in accordance with the Change Control Procedure.

1.2 Within the context of the following sections of this Schedule the term "change" includes both amendments and changes.

1.3 Notwithstanding the above, the parties agree that certain changes that relate to the K5 cloud platform will only need to follow the Change Control Procedure where the circumstances set out within paragraph 2.3 of Schedule I4 are met.

2. PRINCIPLES

2.1 Where Post Office or Fujitsu Services identifies the need for a change, then Post Office may at any time request a change or Fujitsu Services may at any time recommend a change. Such a request or recommendation shall only be made and shall only be valid if authorised (in each case) in accordance with the procedures set out in paragraph 3 of this Schedule.

2.2 Neither Post Office nor Fujitsu Services shall unreasonably withhold or delay their agreement to any change or proposal in relation thereto.

2.3 Until such time as a change has been fully authorised in accordance with the procedures set out in paragraph 3 of this Schedule, Post Office and Fujitsu Services shall continue as if the change had not been made.

2.4 Any discussions which may take place between Post Office and Fujitsu Services on a change before its authorisation shall be without prejudice to the rights of either Party.

2.5 Any purported change provided by Fujitsu Services that has not been otherwise agreed in accordance with the provisions of paragraph 2.1 above shall be undertaken entirely at the expense and liability of Fujitsu Services. If so required by Post Office, Fujitsu Services shall at its own expense promptly take all steps necessary to reverse and remove the effects of such purported change.

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3. CHANGE CONTROL PROCEDURE

3.1 Standard Change Procedures

3.1.1 Discussions between Post Office and Fujitsu Services in relation to a change to be effected through the Change Control Procedure shall result in any one of the following:

3.1.1.1 no further action;

3.1.1.2 a request to make a change by Post Office's authorised representative (a "Change Request" or "CR");

3.1.1.3 a recommendation to make a change by Fujitsu Services;

3.1.1.4 the use of a Change Work Order ("CWO") form to enact a Work Order the contents of which are as detailed in Schedule D2, paragraph 4.2.

3.1.2 Post Office shall send Change Requests to Fujitsu Services Commercial Change Manager and Fujitsu Services shall respond to such Change Request by submitting a Change Work Order ("CWO") and/or Change Control Note ("CCN") to Post Office Contract Management.

3.1.3 If Fujitsu Services considers that the preparation of a CWO and/or CCN, requested by Post Office, would necessitate allocation of resources in excess of five man-days, Fujitsu Services shall notify Post Office accordingly and, on agreement by Post Office, Fujitsu Services will make a proposal for a paid study of the cost and implications of producing the required CWO and/or CCN. Pending Post Office's acceptance of that proposal or in the event that Post Office does not agree that such proposal should be submitted, Fujitsu Services will be relieved of its obligations to produce such CWO and/or CCN.

3.1.4 A recommendation to make a change by Fujitsu Services shall be submitted to Post Office Contract Management in the form of a CWO and/or CCN.

3.1.5 For each CWO and/or CCN submitted, Post Office shall evaluate the CWO and/or CCN and, as appropriate, during the period of validity:

3.1.5.1 request further information;

3.1.5.2 authorise the change set out in the CWO and /or CCN in accordance with paragraph 3.1.8 below;

3.1.5.3 suggest modifications to the CWO and/or CCN (including, without limitation, corrections of minor errors to avoid unnecessary rejection); or

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3.1.5.4 notify Fujitsu Services of its rejection (together with an explanation of the rejection) of the CWO and/or CCN.

3.1.6 The period within which Fujitsu Services shall respond to a CR, and the period of validity of each CWO and/or CCN from the date it is submitted to Post Office shall be:

3.1.6.1 one week in the case of CRs and CCNs whose sole effect is to change or introduce CCDs or CRDs previously reviewed by the Parties (through such document review processes as the Parties may agree from time to time);

3.1.6.2 one week in the case of CRs, CWO's and CCNs (or any changes thereto) whose purpose is to effect a change to the description of a Work Package or Work Package Element, in approved form where such Work Package or Work Package Element is the subject of or incorporated in a Work Order, but only where such change would fall within paragraph 5.12 of Schedule D2; and

3.1.6.3 three weeks or such other period as the Parties may agree for a particular CWO, CR or CCN.

3.1.7 Fujitsu Services may submit CWOs and CCNs electronically.

3.1.8 A change shall only be authorised if the relevant CWO and/or CCN has been signed by:

3.1.8.1 one of the VP, Digital Transformation & Innovation Delivery Executive-Post Office Account or their nominated representative in their absence, on behalf of Fujitsu Services, such representatives to be notified to Post Office in advance; and

3.1.8.2 For CCNs, one signature from an Authorised Signatory detailed in either of the tables in Table A. For CWOs one signature from an Authorised Signatory from Contract Management detailed in Table B below and one signature from an Authorised Signatory detailed in either of the tables in Table A, unless the Table A signatory box is marked as "N/A" by the Contract Management signatory and or (in all cases) their nominated representative (such representative to be notified to Fujitsu Services in advance), on behalf of Post Office.

Authorised Signatory List

Job Title	Current Incumbent

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Group CEO	Nick Read
Group Chief Finance Officer	Alisdair Cameron
Group Chief Commercial Officer	Owen Woodley
Group Corporate Affairs, Communications & Brand Director	Richard Taylor
Group General Counsel	Ben Foat
Group Company Secretary	Veronica Branton
Deputy Company Secretary	Sarah Koniarski
Retail and Franchise Network Director	Amanda Jones
Group Chief People Officer	Lisa Cherry
Group Chief Operating Officer	Dan Zinner
Group Legal Director	Sarah Gray
Group CIO	Jeff Smyth
Service Management and Enterprise IT Director	Gary Walker
Digital and Branch Engineering IT Director	Ben Cooke
IT Cloud Services Director	Rob Wilkins
Horizon & HM IT Director	Simon Oldnall
Financial Director	Kathryn Sherratt
CISO	Tony Jowett

Authorised Signatory List – Vendor Management - Table B

Head of IT Contract Management	Dionne Harvey
IT Strategic Contract Manager	Gareth Coles

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3.2 Emergency Change Approval Procedures

3.2.1 Emergency situations resulting in Post Office requesting, or Fujitsu Services recommending, a change to be agreed urgently, shall be dealt with on a case by case basis by one of the VP, Digital Transformation & Innovation Delivery Executive- Post Office Account on behalf of Fujitsu Services and one of the Authorised Signatory detailed in the table in 3.1.8.2 on behalf of Post Office who shall jointly decide in writing whether or not to authorise such change in accordance with this paragraph 3.2.

3.2.2 Where a change is authorised pursuant to paragraph 3.2.1 above:

3.2.2.1 the CCN relating thereto need not comply with paragraphs 3.1.1 to 3.1.8 above (inclusive);

3.2.2.2 In the case of a CCN, such change shall, before it may be authorised, be set out in a CCN in the form, and containing the information indicated in the CCD entitled "Change Control Note" (PGM/CHM/TEM/0002) save that rather than setting out:

(a) full details of the change (including any specifications and user facilities) an outline of the change shall be sufficient;

(b) a statement of the impact, if any, of the change on other aspects of this Agreement or Services, an outline of the impact shall be sufficient; and

(c) proposed revised wording to this Agreement, direct (as distinct from consequential) revised wording to this Agreement shall be sufficient.

3.2.2.3 In the case of a CWO such change shall, before it may be authorised, be set out in the form, and containing the information indicated in the CCD entitled "Change Work Order form" (PGM/CHM/TEM/3633).

3.2.3 The short form CCN referred to in paragraph 3.2.2 above shall, once authorised in accordance with this paragraph 3.2, be sent to the Post Office Contracts Manager as soon as reasonably practicable.

3.3 Content of Change Control Note

Subject to paragraph 3.2 above, each CCN shall be in the form, and contain the information indicated in the CCD entitled "Change Control Note" (PGM/CHM/TEM/0002).

3.4 Content of Commercial Terms

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Each CWO shall be in the form, and contain the information indicated in the CCD entitled "Change Work Order form" PGM/CHM/TEM/3633

3.5 Record Keeping

3.5.1 Fujitsu Services shall retain a record of all CTs, CWOs and CCNs raised. Such record shall show if they were approved, progressed and/or formally closed.

3.5.2 Fujitsu Services shall make the CT, CWO and CCN record available on demand to Post Office.

3.5.3 Fujitsu Services' CCN record shall include without limitation the following information:

3.5.3.1 the CCN number;

3.5.3.2 date CCN raised;

3.5.3.3 CCN sponsor (i.e. Post Office or Fujitsu Services); and

3.5.3.4 changes made pursuant to the CCN.

3.5.4 The Fujitsu Services CWO record shall include without limitation the following information:

3.5.4.1 the CWO number;

3.5.4.2 the date the CWO was raised;

3.5.4.3 the CWO sponsor (i.e. Post Office and/or Fujitsu Services)

3.5.4.4 details of the deliverables to be provided under the CWO and associated acceptance (identified in Schedule B6.3 Annex C)

3.5.4.5 the gross price for the work detailed in the CWO; and

3.5.4.6 the Purchase Order Number (provided by Post Office as part of approval) that covers the work detailed in the CWO

4. EMERGENCY PROCEDURES

If Fujitsu Services considers that any change is necessary in order for it to comply with its obligations under this Agreement and there is insufficient time to comply with the procedures described above, Fujitsu Services shall be entitled to proceed with such change, provided that it shall as soon as practicable provide Post Office with a CCN for retrospective change. Such change shall be subject to the procedures described in this Schedule, and if Post Office, acting reasonably, does not agree to such change, such change shall be invalid and Fujitsu Services shall at its own expense promptly take all steps necessary to reverse and remove the effects of such change.

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5. ASSOCIATED DOCUMENTS

5.1 The following CCDs are associated with this Schedule A3:

	Document Reference	Document Title
1	PGM/CHM/TEM/0002	Change Control Note
2	PGM/CHM/TEM/3633	Change Work Order form
3.	COM/CUS/SPE/0001	Post Office Contract Controlled and Contract Referenced Document List

5.2 The following CRDs are associated with this Schedule A3:

	Document Reference	Document Title
		NO CRDs APPLICABLE

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SCHEDULE A4

LEGISLATION, POLICIES AND STANDARDS

Version History

Version No	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	24/01/07	Baseline copy of 1.3
3.0	16/10/07	Baseline copy of 2.1
4.0	23/02/09	Baseline copy of 3.3
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	31/03/10	Applying changes as per CCN1276a
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu.
8.0	21/02/12	Applying changes in CCN 1305a, CCN1285, CCN1309a and CCN1294d
9.0	13/01/14	Applying changes as per CCN1349, CCN1322b and CCN1345
10.0	10/09/15	CCD Reference update, applying changes as per CCN1417 and as subsequently amended in this CCN1506 and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN 1423c and updating all Schedules to Version 11 as per CCN1604
12.0	03/07/17	Updating all Schedules to V12.0
13.0		Updating as per CCN1617a and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1648b, CCN1672a, CCN1674a and moving all Schedules to v14.0

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SCHEDULE A4

LEGISLATION, POLICIES AND STANDARDS

1. INTRODUCTION

1.1 The policies and standards defined in this Schedule shall apply to all relevant aspects of the Services, HNG-X Development and Associated Change Development unless amended in accordance with Schedule A3.

1.2 Fujitsu Services shall not knowingly undertake any activity which would prevent Post Office from, or hinder it in, complying with these policies and standards, without the prior written consent of Post Office.

1.3 In this Schedule A4, unless the context otherwise requires, any reference to a paragraph is to the relevant paragraph of this Schedule.

2. LEGISLATION

2.1 General

2.1.1 Without limitation to the specific areas identified below, which shall not limit the generality of this paragraph 2.1.1, all Services, HNG-X Development and Associated Change Development and all Equipment shall comply to the extent required by law with all relevant legislation, including all relevant Governmental Regulations and, from the due date of UK implementation, EU Directives and EU Regulations. Fujitsu Services shall ensure that Services, HNG-X Development, Associated Change Development and Equipment are maintained in compliance with any subsequent legislation throughout the term of this Agreement and shall perform any modifications necessary to ensure such continued compliance subject to Clause 12.1 of this Agreement. Fujitsu Services shall give advance written notice to Post Office of any such maintenance and/or modification work required under this paragraph. Post Office shall not withhold its consent under Clause 12.1 if to do so would cause Fujitsu Services to fail to comply with any such subsequent legislation. Fujitsu Services shall be entitled to recover from Post Office the Fujitsu Service Cost (charged on an Open Book basis) of maintenance and/or modifications required to ensure such continued compliance under this paragraph (which includes, without limitation, continued compliance with relevant or subsequent legislation or mandatory standards referred to in paragraphs 3.2 and 3.3).

2.1.2 Fujitsu Services shall, on request by Post Office, establish to Post Office's satisfaction the compliance of Services, HNG-X Development, Associated Change Development or Equipment with legislation or specified policies and standards. In the event that Fujitsu Services and Post Office fail to agree that compliance has been demonstrated satisfactorily, the matter shall be treated in accordance with Clause 70.

2.1.3 Fujitsu Services shall ensure that, where the installation of Equipment or the provision of Services, HNG-X Development or Associated Change Development involves the alteration or extension of existing building services, such work complies with the standards set out in British Standards and Approved Codes of Practice which are deemed therein to satisfy the relevant regulations, including without limitation the Electricity at Work Regulations 1989 and Electricity

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at Work Regulations (NI) 1991 (S.R. 1991 No. 13) and BS 7671:1992, Requirements for Electrical Installation.

2.1.4 Until 31st March 2015, Fujitsu Services shall give due attention to the effects on the environment of the Equipment installed in Branches during manufacture, installation and use. This includes:

(a) use of CFCs;

(b) energy consumption;

(c) recyclability of components;

(d) recyclability of Consumables;

(e) waste minimisation;

(f) use of sustainable resources;

(g) disposal of displaced equipment and waste; and

(h) making appropriate use of recycled materials.

2.1.5 Fujitsu Services shall, and shall procure that its Sub-contractors, when engaged in connection with this Agreement, shall, adhere to environmental legislation applicable to its and their respective activities, such as the Environmental Protection Act 1990 and insofar as it relates to Northern Ireland any corresponding Northern Ireland legislation, and to the publication "Waste Management: The Duty of Care - A Code of Practice".

2.1.6 Notwithstanding anything to the contrary in paragraph 2.1.1, if Post Office requires that PIN Pads comply with any new requirements with which they were not already required to comply under this Agreement as at the date of signature of CCN 1200 in order to comply with the provisions of "The Payment Card Industry PIN Entry Device Security Requirement (PCI PED)" (or any similar, amended or replacement requirements from time to time issued by the payment card industry), then the modifications to the PIN Pads and the work required by Fujitsu Services to introduce and install them in Branches shall be agreed under the Work Ordering Procedure and/or the Change Control Procedure, as appropriate.

2.2 Health and Safety

2.2.1 Fujitsu Services shall ensure until the expiry of the Engineering Service on 31st March 2015 that any Equipment installed at the Post Office Premises does not prevent Post Office and its Agents from meeting their legal health and safety responsibilities as employers, including without limitation those defined in:

(a) the Provision and Use of Work Equipment Regulations 1998 and the Provision and Use of Work Equipment Regulations (NI) 1999; and

(b) the Workplace (Health, Safety and Welfare) Regulations 1992 and Workplace (Health, Safety, and Welfare) Regulations (NI) 1993 (S.R. 1993 No. 37).

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For the avoidance of doubt, responsibility in relation to any scheduled one-off PAT visits resides with Post Office from September 15th 2014.

2.2.2 The Equipment shall not interfere with the health or safety at work of Users, office staff or others in the vicinity, including but without limitation interference as a result of emission of acoustic noise, vibrations, heat, fumes or other radiation, or as a result of its construction.

2.2.3 Any new Branch Hardware supplied by Fujitsu Services will be provided with the appropriate CE Mark documentation where applicable. Such documentation shall be provided prior to purchase for standard off-the-shelf Branch Hardware otherwise it shall be provided after purchase of the Branch Hardware.

2.3 Removed by CCN1674a

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2.7 Removed by CCN1674a

2.8 Removed by CCN1674a

2.9 Freedom of Information Act

2.9.1 Fujitsu Services acknowledges that Post Office is subject to legal duties which may require the release of information under FOIA and/or EIR and that Post Office may be under an obligation to provide information on request. Such information may include Confidential Information.

2.9.2 In the event that Post Office receives a valid request for information under FOIA and/or EIR to disclose Confidential Information (in whatever form), Post Office shall as soon as reasonably practicable after receiving that request notify Fujitsu Services and the Parties shall consider whether (i) the FOIA exemption in relation to confidentiality under section 41 FOIA or any other exemption under FOIA or EIR applies in relation to that request and (ii) there is a duty to confirm or deny that the Confidential Information in question is held by Post Office.

2.9.3 Post Office shall not, subject to paragraph 2.9.7:

2.9.3.1 if and to the extent the Parties agree that paragraph 2.9.2 (i) applies in respect of any request, disclose the Confidential Information requested; and

2.9.3.2 if and to the extent the Parties agree that paragraph 2.9.2 (ii) does not apply in respect of any request, confirm or deny that the Confidential Information in question is held by Post Office.

2.9.4 In the event the Parties do not agree whether (i) to confirm or deny that the Confidential Information in question is held by Post Office and/or (ii) the FOIA exemption in relation to confidentiality under section 41 FOIA or any other exemption under FOIA or EIR applies in

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relation to the valid request as soon as reasonably practicable within the time limit applying, Post Office, in its reasonable opinion and notwithstanding anything in this Agreement to the contrary, will determine whether (and to what extent) it (i) confirms or denies that the Confidential Information in question is held by Post Office and/or (ii) discloses the Confidential Information in relation to the valid request received.

2.9.5 Post Office shall notify Fujitsu Services of any order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner or by any court or tribunal in relation to the disclosure or non-disclosure of any Confidential Information ("FOIA Order").

2.9.6 On request from Fujitsu Services, Post Office shall bring to the Information Tribunal or to such other courts and tribunals (having jurisdiction) as Fujitsu Services may reasonably require, such actions and appeals against the disclosure of Confidential Information under FOIA as Fujitsu Services may reasonably require, except where:

2.9.6.1 Post Office reasonably considers that to bring or continue such an action or appeal would be materially detrimental to its public reputation and this materially outweighs any damage to Fujitsu Services' commercial interests which would arise as a result of such disclosure; or

2.9.6.2 Post Office has received a written opinion from legal counsel experienced in FOIA related matters (a copy of such opinion to be provided, for information only without reliance, to Fujitsu Services upon request) that such an action or appeal has no reasonable prospect of success.

2.9.7 Nothing in this Agreement (including in this paragraph 2.9) shall prevent Post Office from complying with any valid FOIA Order when required to do so by law provided that:

2.9.7.1 if Post Office is legally permitted to take any action or appeal (as contemplated by paragraph 2.9.6) in respect of that FOIA Order; and

2.9.7.2 Fujitsu Services reasonably requires Post Office to do so in accordance with paragraph 2.9.6 (and neither paragraph 2.9.6.1 nor 2.9.6.2 applies),

Post Office has taken such action or brought such appeal.

2.9.8 Fujitsu Services shall fully indemnify Post Office against all direct and indirect costs (including, but not limited to, legal costs) and expenses reasonably incurred by Post Office in complying with paragraph 2.9.6. Post Office shall use its reasonable endeavours to consult with Fujitsu Services before incurring any such costs that are in excess of £10,000.

3. EQUIPMENT STANDARDS AND LEGISLATION

3.1 Fujitsu Services shall ensure that all Equipment is rated for continuous operation, and is capable of functioning safely and reliably for an unlimited period, attended or unattended, in the installed environment.

3.2 Each installation of such Equipment shall be physically and electrically safe and in compliance with relevant legislation and recognised best practice. Such installation shall not cause interference with other devices. Such Equipment may be required to be installed in residential premises.

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3.3 In paragraph 3.2, "relevant legislation and recognised best practice" includes mandatory standards, including all relevant Governmental Regulations and, from the due date of UK implementation, EU Directives and EU Regulations. Such Equipment shall be maintained so as to be compliant with any subsequent legislation or mandatory standards.

3.4 Fujitsu Services shall prove compliance with legislation or mandatory standards as and when necessary.

3.5 Fujitsu Services shall ensure that all information technology, telecommunications or electrical business Equipment (including but not limited to PIN Pads but not the power supply thereto) complies with BS EN 60950, and that Equipment comprising AC power adapters (which for the avoidance of doubt excludes PIN Pads) complies with BS EN 60065.

3.6 Fujitsu Services shall ensure that workstation aspects of the Equipment, excluding, for the avoidance of doubt, PIN Pads and any other equipment which is used predominantly by Customers rather than by Users, shall comply with The Health and Safety (Display Screen Equipment) Regulations 1992, which implement Council Directive 90/270/EEC on working with display screen Equipment.

3.7 Fujitsu Services shall ensure that any Equipment containing laser emitters (including without limitation laser printers and laser bar-code scanners) complies with BS EN 60825.

3.8 Fujitsu Services shall ensure that all electrical Equipment complies with:

3.8.1 the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 and regulations 5 and 7 of the Electrical Equipment (Safety) Regulations 1994; and

3.8.2 the requirements of BS 7671 in relation to the method of connection to the main supply and associated equipment earth leakage currents, insofar as it applies to the equipment supplied by Fujitsu Services at the point of connection.

3.9 Fujitsu Services shall ensure that any Equipment connected, or intended for connection, to weighing devices meets the requirements of Schedule 3 (Applications referred to in Article 1(2)(a) of the NAWI Directive) of the Non-automatic Weighing Instruments Regulations 2000.

3.10 Fujitsu Services shall ensure that all visual display terminal Equipment (including without limitation keyboards but excluding PIN Pads) complies with the relevant requirements of ISO 9241.

3.11 Fujitsu Services shall ensure that all Equipment that falls within the scope of either:

3.11.1 the Electromagnetic Compatibility ("EMC") Regulations 1992, which implement Council Directive 89/336/EEC (as amended by Directive 91/26/EEC, Directive 92/31/EEC and Directive 93/86/EEC); or

3.11.2 the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000, which implement Council Directive 1999/5/EC and which replaced the provisions in the regulations referred to in paragraph 3.11.1 relating to radio and/or telecommunications terminal equipment,

complies with those Regulations.

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3.12 Fujitsu Services shall ensure that Equipment covered by EN45501 complies with clause A4.5 (voltage variations) and annex B of that standard.

3.13 Fujitsu Services shall ensure that the acoustic noise emission of any item of Equipment does not materially add to average background noise levels of the environment in which it is installed, and shall in no event exceed 60dB(A) when measured at a distance of 1 metre and in accordance with ISO 7779.

3.14 Fujitsu Services shall ensure that all items of Equipment to which BS EN 60529 applies have an Index of Protection rating of IP3X as defined in BS EN 60529.

3.15 Fujitsu Services shall ensure that Equipment complies with EN 55022 (Emissions) Information Technology Equipment - Radio Disturbance Characteristics - Limits and Methods of Measurements.

4. POST OFFICE'S POLICIES AND STANDARDS

4.1 Security Policy

4.1.1 Fujitsu Services shall maintain an organised security infrastructure covering:

(a) the agreement of a security policy;

(b) allocation of security responsibilities;

(c) security education and training;

(d) reporting security Incidents;

(e) physical security control;

(f) virus control (save in relation to the Payment and Banking Service);

(g) business continuity;

(h) control of Software;

(i) safeguarding Post Office records;

(j) information classification;

(k) compliance with data protection and other legislation;

(l) information exchange control;

(m) Contractor's sub-contractors and suppliers;

(n) compliance with security policy;

(o) the management of fraud and risk during operation of the Services compatible with Clause 16 of this Agreement;

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(p) file integrity monitoring.

4.1.2 Fujitsu Services shall be compliant with ISO27001 except for the Salesforce Support Service.

4.1.3 Security for the Services, HNG-X Development, Associated Change Development and Equipment shall be managed and organised by Fujitsu Services in accordance with the CCD entitled RMGA Information Security Policy" (SVM/SEC/POL/0003) as applicable and, when it comes into effect in accordance with Schedule B3.1, the CCD entitled "Security Management Service: Service Description" (SVM/SDM/SD/0017).

4.1.4 Security Standards

Fujitsu Services shall adhere to all parts applicable to the Fujitsu domain, as defined in Section 2 Definitions of the CRD entitled "Community Information Security Policy for Horizon" (SVM/SEC/POL/0005) and co-operate with Post Office to assist Post Office in complying with this standard and requirement.

4.1.5 Data Security

The confidentiality, integrity, validity and completeness of data shall be maintained throughout all storage, processes and transmissions, including during periods of Service Failure and recovery from Service Failure.

4.1.6 Prosecution Support

(a) Subject to paragraph 4.1.6(b), Fujitsu Services shall ensure that all relevant information produced by the Infrastructure at the request of Post Office shall be evidentially admissible (and, where relevant, capable of certification) in accordance with the requirements of the law in relation to criminal proceedings.

(b) Fujitsu Services' obligation in paragraph 4.1.6(a) shall apply to POL FS Data only to the extent that:

(i) Fujitsu Services is responsible for the platforms on which the POL FS Data is held and the performance of the POL FS Services; and

(ii) Performance of the obligation in paragraph 4.1.6(a) is achievable, taking into account that once POL FS Data has been loaded onto the POL FS System, the use of that data is controlled by Post Office.

(c) At the direction of Post Office, audit trail and other information necessary to support live investigations and prosecutions shall be retained for the duration of the investigation and prosecution irrespective of the normal retention period of that information, provided that such information has not already been destroyed by Fujitsu Services where such destruction is permitted by this Agreement.

5. CONTRACTOR'S POLICIES AND STANDARDS

5.1 Quality Management System

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5.1.1 Fujitsu Services shall operate a quality management system which complies with BS EN ISO 9001 for all its activities within the scope of this Agreement.

5.1.2 The quality management system shall be applied to all aspects of the provision of Services, HNG-X Development and Associated Change Development hereunder.

5.1.3 The quality management system shall be audited and certified by an ISO9000 accredited auditor, who is independent of both Fujitsu Services and Post Office:

(a) in any event, at intervals of not longer than twelve months; and

(b) copies of the certificates shall be shared with Post Office.

5.2 Human-Computer Interface

Horizon

5.2.1 Fujitsu Services shall maintain the CCD entitled "HNGX-UI Style Guide (DES/APP/STD/0001) (formerly "Horizon Office Platform Service Style Guide" (SD/STD/001)), which relates to the Horizon Service Infrastructure and the Horizon Applications, until the commencement of the Roll Out Phase. The Horizon Office Platform Service Style Guide shall remain relevant in its then current form, in relation to Branches utilising the Horizon Applications, until completion of the Roll Out Phase (at which point all provisions of the Horizon Office Platform Service Style Guide shall cease to have effect).

5.2.2 The Horizon Office Platform Service Style Guide shall set out in relation to the Horizon Service Infrastructure general guidelines for the Human-Computer Interface, including without limitation details of screen layouts, system navigation routes and help and manual entry facilities.

5.2.3 Fujitsu Services shall ensure that, in respect of the Horizon Service Infrastructure, the Human-Computer Interface provides a consistent look and feel across all applications delivered by Fujitsu Services over that infrastructure, and that the Human-Computer Interface is easily adapted to facilitate the introduction of new applications. This provision shall not apply in relation to any Transaction types developed and introduced by the Post Office using the AP-ADC Facility and, unless the Parties agree otherwise, shall not apply in respect of third party applications selected by Post Office.

HNG-X

5.2.4 Fujitsu Services shall maintain the CCD entitled "HNG-X Style Guide" (ARC/SOL/ARC/0001), which relates to the HNG-X Service Infrastructure, the Business Capabilities and Support Facilities. The provisions of that HNG-X Style Guide shall come into effect upon commencement of the Roll Out Phase in respect of those Branches in which HNG-X has been implemented.

5.2.5 The HNG-X Style Guide shall set out in relation to the HNG-X Service Infrastructure general guidelines for the Human-Computer Interface, including without limitation details of screen layouts, system navigation routes and help and manual entry facilities.

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5.2.6 Fujitsu Services shall ensure that, in respect of the HNG-X Service Infrastructure the Human-Computer Interface provides a consistent look and feel across all applications delivered by Fujitsu Services over that infrastructure, and that the Human-Computer Interface is easily adapted to facilitate the introduction of new applications. This provision shall not apply in relation to any Transaction types developed and introduced by the Post Office using the AP-ADC Facility and, unless the Parties agree otherwise, shall not apply in respect of third party applications selected by Post Office.

Generally

5.2.7 Fujitsu Services shall use reasonable endeavours to specify a Human-Computer Interface which is intuitive and easy to use by Counter Clerks and other Users to minimise errors and delays.

5.2.8 Not Used

6. ADDITIONAL POLICIES AND STANDARDS

6.1 Fujitsu Services shall ensure that it manages its encryption environment and solutions in accordance with PCI SSC Pin Transaction and Point of Interaction accreditation and through the relevant solution component requirements of the PCI SSC Point to point Encryption standard. The PTS for the PIN Pads used within the field expired in April 2020. PCI SSC states that a POI can be used in a P2Pe solution for five (5) years from expiry of the PTS.

6.2 The key management scheme used between each PIN Pad and the rest of the Infrastructure shall be the DUKPT scheme as defined by the ANSIX.24-2009 standard.

6.3 The HSM shall be conformant to the standards set out in the versions of FIPS 140-1 level 3 and ISO 9564 1st Edition 1991 section 6.3.1 as specified in the LINK information security standard issued January 2001 (subject to such dispensations from that standard as LINK may grant from time to time).

6.4 Fujitsu Services may enable a secure method for the remote initialisation of PIN encryption keys to comply with PCI standards, such enablement shall be subject the Change Control Procedure.

6.5 Sensitive Data captured in respect of each Branch prior to the HNG-X PCI Date in respect of that Branch shall remain encrypted whilst it is within the Horizon Service Infrastructure whether in transit or in storage, save where the TIS or Application Interface Specification for connection to an external service specifies otherwise.

6.6 Cardholder Data captured in respect of each Branch on or after the HNG-X PCI Date in respect of that Branch shall be handled as described in the CCD entitled "Security Constraints" (ARC/SEC/ARC/0001).

6.7 Sensitive Authentication Data captured in respect of each Branch on or after the HNG-X PCI Date in respect of that Branch shall be handled as described in the CCD entitled "Security Constraints" (ARC/SEC/ARC/0001).

6.8 Sensitive DC Data captured in respect of each Branch prior to the HNG-X PCI Date in respect of that Branch shall be handled as described in the CCD entitled "Mapping Schedule B3.2 to the HNG-X Solution" (REQ/GEN/REP/1091) (formerly "Debit Card MoP Functional Description" (EF/SER/001)).

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6.9 Sensitive DC Data captured in respect of each Branch on or after the HNG-X PCI Date in respect of that Branch shall cease to be handled as described in the CCD entitled "Mapping Schedule B3.2 to the HNG-X Solution" (REQ/GEN/REP/1091) (formerly "Debit Card MoP Functional Description" (EF/SER/001)).

6.10 Except in relation to the Payment and Banking Service, Fujitsu Services shall run weekly Anti Virus scans on the PCI defined Windows platforms as detailed in the Cardholder Environment Specification document and DEV/GEN/SPE/0007. Scheduling of the activities will be performed on a weekly basis and logs saved for a period of 12 months. For the Payment and Banking Service Fujitsu Services will run a regular Anti-Virus set of activities that complies with Requirement 5 from PCI-DSS and reflects Fujitsu Services PCI-DSS compliance

6.11 The PCI Cardholder Environment is detailed in a network diagram as described in the CCD DES/SEC/ION/2006.

6.12 Fujitsu Services shall deliver Payment and Banking Services in compliance with the following:

Payment Card Industry Data Security Standard (PCI DSS)
Payment Card Industry Point to Point Encryption Solution (P2PE)
Payment Card Industry Pin Transaction Security POI
PTS Hardware Security Module.

7. SYSTEM AND DATA SECURITY

7.1 Legal and Regulatory Controls

7.1.1 Regulation of Investigatory Powers Act 2000

The security features, capabilities and related procedures provided by Fujitsu Services in respect of all Services, HNG-X Development, Associated Change Development and Equipment shall be compliant with the requirements of Part 3 of the Regulation of Investigatory Powers Act 2000 (the "Act"). In the event that any provision of this Agreement imposes an obligation on Fujitsu Services which is inconsistent with any requirement imposed by the Act, the requirement of the Act shall prevail over the provisions of this Agreement and those provisions shall cease to apply to the extent of such inconsistency.

7.1.2 Other Legal and Regulatory Controls

Fujitsu Services shall comply with all banking laws and regulations, including all relevant instructions, standards and directions of a regulatory authority, which are in force and applicable to Fujitsu Services on 26 April 2004. Fujitsu Services shall co-operate with Post Office to agree any necessary changes to ensure compliance with any subsequent changes to such laws, regulations, instructions, standards and directions and the Banking Code, such changes (and Fujitsu Services' reasonable charges in respect of such changes) to be agreed and introduced under the Change Control Procedure.

7.1.3 CAPO

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The Parties agree and acknowledge that in the event that additional or different legal or regulatory requirements arise in respect of provision of the NBS and the Banking Business Capability to CAPO beyond those which apply for provision of the NBS and the Banking Business Capability to other Banks then compliance by Fujitsu Services with such additional or different legal and/or regulatory requirements and the charges for such compliance will be dealt with through the Change Control Procedure.

7.2 Security for the Existing Services

The security features, facilities and functionality set out in this paragraph 7 shall not reduce, mitigate, add to or modify any of Fujitsu Services' security obligations under this Agreement in respect of the Services as they existed immediately prior to the date of approval of the CCN which introduced the NBS.

7.3 Security Organisation and Management

7.3.1 Fujitsu Services shall not unreasonably withhold assistance requested by Post Office (or by Post Office on behalf of a member of the Royal Mail Group) in connection with the investigation and resolution of any actual or potential security breach or threat.

7.3.2 Where a potential security breach or threat arises which is not addressed by this Agreement (including the CCD entitled "Security Management Service: Service Description" (SVM/SDM/SD/0017)), Fujitsu Services' charges in respect of co-operation and assistance in respect of such breach or threat (which shall be paid by Post Office to Fujitsu Services) shall be calculated on a time and materials basis using the applicable rates specified in paragraph 10.4 of Schedule D1.

8. ETHICAL AND ENVIRONMENTAL COMPLIANCE

8.1 Fujitsu Services acknowledges on behalf of itself and other members of the Fujitsu Services Group that the Fujitsu Services Group is supportive of the principles contained in the UN Global Compact, the UN Universal Declaration of Human Rights and the Eight Fundamental International Labour Organisation Conventions (each as may be amended from time to time) in the course of providing the Services, HNG-X Development and/or Associated Change Development.

8.2 Fujitsu Services shall take reasonable steps (and shall ensure that members of the Fujitsu Services Group shall take reasonable steps) to:

8.2.1 comply with local legal and regulatory requirements relating to occupational health, safety at work and the environment;

8.2.2 provide staff and others engaged in the performance of this Agreement with appropriate health, safety at work and environmental impact training applicable to their activities;

8.2.3 where necessary, identify and implement policies for improvement in health, safety at work and environmental impact;

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8.2.4 ensure the pay and working conditions of staff (including employees, casual and agency workers) comply with all applicable laws, industry specific regulations and binding codes of conduct;

8.2.5 ensure no individual is employed (including on a casual or temporary basis) directly or indirectly in relation to its activities who is below the applicable minimum legal age for employment;

8.2.6 ensure no person under 18 years of age is employed (including on a casual or temporary basis) directly or indirectly in relation to its activities for any hazardous work;

8.2.7 ensure no person is engaged in work directly or indirectly in relation to its activities as a result of forced, bonded or compulsory labour; and

8.2.8 to the extent the relevant law permits, allow all employees the freedom to join, or not to join, an employee representative body,

in the course of providing the Services, HNG-X Development and/or Associated Change Development.

8.3 Fujitsu Services shall notify all its Sub-contractors, as soon as reasonably practicable, that they should have appropriate policies in place to adhere to the principles referred to in paragraph 8.1 and each of the requirements set out in paragraph 8.2 when performing the obligations which Fujitsu Services has sub-contracted to them under this Agreement.

8.4 Upon request by Post Office, Fujitsu Services shall:

8.4.1 provide to Post Office reasonable evidence of the steps taken by Fujitsu Services and, where relevant, other members of the Fujitsu Services Group to comply with the requirements set out in paragraph 8.2; and

8.4.2 use reasonable endeavours to procure, to the extent the request so requires, that the Sub-contractors shall provide to Post Office reasonable evidence of the policies which they have in place to adhere to the principles referred to in paragraph 8.1 and each of the requirements set out in paragraph 8.2 when performing the obligations which Fujitsu Services has sub-contracted to them under this Agreement.

9. ASSOCIATED DOCUMENTS

9.1 The following CCDs are associated with this Schedule A4:

	Document Reference	Document Title
1.	SVM/SEC/POL/0003	RMGA Information Security Policy
2.	SVM/SDM/SD/0017	Security Management Service: Service Description
3.	SVM/SEC/POL/0003	RMGA Information Security Policy

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4.	SD/STD/001	Horizon Office Platform Service Style Guide
5.	DES/APP/STD/0001	HNGX-UI Style Guide
6.	RS/CSD/001	Departmental IT Security Standards
7.	DES/SEC/ION/2006	Schedule A4 Policies and Standards

9.2 The following CRD is associated with this Schedule A4.

	Document Reference	**Document Title**
1.	SVM/SEC/POL/0005	Community Information Security Policy for Horizon

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POST OFFICE RESPONSIBILITIES

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections by PO
1.2	11/10/06	Further corrections from FS
1.3	19/01/07	Further minor corrections
1.4	22/01/07	Further corrections
2.0	24/01/07	Baseline copy of 1.4
2.1	05/05/09	Applying changes as per CCN1224a
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	31/03/10	Applying changes as per CCN1276a
6.2	01/04/10	Applying changes as per CCN1270
7.0	24/05/10	Moving schedule to version 7.0
8.0	21/02/12	Applying changes as per CCN1304b, CCN1310b and CCN1294d
9.0	13/01/14	Applying changes as per CCN1349, CCN1307a, CCN1329a and CCN1346
10.0	10/09/15	CCD reference update, applying changes as per CCN1346 and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN 1423c, CCN 1427, CCN 1504a and moving all Schedules to v11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN1614a, CCN1618a and moving all Schedules to v12.0
13.0		Updating as per CCN1613a, CCN1616b, CCN1647 and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1641c, CCN1655a, CCN1623b, CCN1648b, CCN1669a, CCN1672a, CCN1657d, CCN1678 and moving all Schedules to V14.0

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SCHEDULE A5

POST OFFICE RESPONSIBILITIES

1. INTRODUCTION

1.1 This Schedule A5:

1.1.1 sets out in Annex A, certain Post Office Responsibilities that Post Office shall perform to enable Fujitsu Services to perform the HNG-X Services;

1.1.2 sets out in Annex B, certain Post Office Responsibilities which Post Office shall perform to enable Fujitsu Services to perform the BCSF Service and shall take effect at Trigger Point T5 (Data Centre Ready for HNG-X);

1.1.3 identifies in Annex C, the Banking Responsibilities; and

1.1.4 Identifies in Annex D, the Banking Obligations.

1.1.5 identifies in paragraph 4, the Azure Responsibilities, and

1.1.6 identifies in Annex E, the Payment and Banking Responsibilities

1.2 Subject to paragraph 2.3, Post Office shall perform all Post Office Responsibilities whether or not set out or referred to in this Schedule.

2. POST OFFICE RESPONSIBILITIES RELATED TO THE BANKING FUNCTION AND DEBIT CARD

2.1A In respect of Horizon, the provisions of (i) the appendix to the CCD entitled "Debit Card MoP Functional Description" (EF/SER/001) and (ii) Annex C and Annex D to this Schedule, set out the Banking Responsibilities, Banking Obligations, Debit Card Responsibilities and Debit Card Obligations or identify where they are located in this Agreement.

2.1B In respect of HNG-X:

2.1B1, Until Payment and Banking Service Trigger Point PBS3, Commencement of Payment and Banking Pilot the provisions of Annex B to this Schedule, set out the Banking Responsibilities, Banking Obligations, Debit Card Responsibilities and Debit Card Obligations or identify where they are located in this Agreement; and

2.1B2 After Payment and Banking Service Trigger Point PBS3, Commencement of Payment and Banking Pilot:

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(a) for the Counter Positions not yet migrated to the Payment and Banking Service, the provisions of Annex B to this Schedule shall set out the Banking Responsibilities, Banking Obligations, Debit Card Responsibilities and Debit Card Obligations or identify where they are located in this Agreement; and

(b) for the Counter Positions migrated to the Payment and Banking Service, the provisions of Annex E to this Schedule shall set out the Banking Responsibilities, Banking Obligations, Debit Card Responsibilities and Debit Card Obligations or identify where they are located in this Agreement; and

2.1B.3 After PBS5, Completion of Migration to Payment and Banking Service, the provisions of Annex E to this Schedule shall set out the Banking Responsibilities, Banking Obligations, Debit Card Responsibilities and Debit Card Obligations or identify where they are located in this Agreement for all Counter Positions.

2.2 The omission from the provisions referred to in paragraph 2.1A and 2.1B of an obligation or responsibility of Post Office connected with the Banking Functions or Debit Card shall, for the purposes of paragraphs 2.3 to 2.8:

2.2.1 if the obligation is stated as something for which Post Office "shall be responsible", result in that obligation being classed as a "Banking Responsibility" or “Debit Card Responsibility” (as applicable);

2.2.2 if the obligation is stated to be something which Post Office "shall do", result in that obligation being classed as a “Banking Obligation" or “Debit Card Obligation” (as applicable);

2.2.3 if the obligation is to make payment to Fujitsu Services, result in that obligation being classed as a "Banking Obligation" or “Debit Card Obligation” (as applicable); and

2.2.4 in all other cases shall be, as the context so requires, a Banking Obligation or Banking Responsibility or Debit Card Obligation or Debit Card Responsibility.

2.3 Any failure by Post Office to carry out a Banking Responsibility or a Debit Card Responsibility shall not be a Default under this Agreement.

2.4 Removed by CCN1672a

2.5 Fujitsu Services shall not be liable to Post Office:

2.5.1 in respect of any breach of its obligations in relation to the Banking Functions (including its obligations to achieve any Service Level which measures Fujitsu Services' performance in relation to the Banking Functions) (the "Dependent Obligations") or any delay in performing the Dependent

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Obligations to the extent that such breach or delay was caused by the failure by Post Office to carry out a Banking Obligation or a Banking Responsibility (whether or not a Default) (a "Dependency Failure"); or

2.5.2 for any failure to perform or delay in performing its obligations in relation to Debit Card where Fujitsu Services proves that such failure or delay was directly caused by the failure of Post Office to perform a Debit Card Responsibility or a Debit Card Obligation (whether or not a Default).

2.6 Fujitsu Services shall notify Post Office in writing as soon as reasonably practicable after Fujitsu Services becomes aware of any Dependency Failure or becomes aware of any matters or circumstances which would with the effluxion of time result in a Dependency Failure.

2.7 In the event of a Dependency Failure, Fujitsu Services shall be entitled to recover from Post Office such reasonably incurred, increased costs and expenses (if any) which it incurs in performing the Dependent Obligation in question to the extent that such increased costs and expenses were the result of the Dependency Failure. Fujitsu Services shall provide a statement of such increased costs and expenses incurred for approval by Post Office, such approval not to be unreasonably withheld.

2.8 Fujitsu Services shall use all reasonable endeavours to mitigate the amounts (if any) payable under paragraph 2.7.

2.9 Post Office shall ensure that all its 31,000 PEDs are provided to Fujitsu Services to register on the Ingenico Asset management tool to support its PCI compliance

3. ASSOCIATED DOCUMENTS

3.1 The following CCDs are associated with this Schedule A5:

	Document Reference	Document Title
1.	EF/SER/001 (Withdrawn) REQ/GEN/REP/1091	Debit Card MoP Functional Description (Withdrawn) Note – this only applies to Horizon Mapping Schedule B3.2 to the HNG-X Solution
2.	CS/PRD/058	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data
3.	PA/PER/033	Horizon Capacity Management and Business Volumes
4.	SVM/SEC/POL/0003	RMGA Information Security Policy

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5.	NB/IFS/025	EMV Banking and Retail NBX - CAPO Application Interface Specification
6.	NB/IFS/024	EMV Banking and Retail NBX – LINK Application Interface Specification
7.	DES/NET/TIS/0006	CAPO to HNG-X Technical Interface Specification
8.	DES/NET/TIS/0008	VOCALINK – HNG-X Technical Interface Specification
9.	DES/NET/TIS/1839	Santander – HNG-X Technical Interface Specification
10.	NB/IFS/029 (Withdrawn) DES/NET/TIS/1839	NBX - A&L Technical Interface Specification (Withdrawn) Santander HNG-X Technical Interface
11.	Withdrawn in CCN1616b	
12.	Withdrawn	
13.	Withdrawn in CCN1616b	
14.	ET/IFS/001	Application Interface Specification: Horizon to e-pay
15.	DES/NET/TIS/0009.	"e-pay – HNG-X Technical Interface Specification
16.	BP/SPE/046	APOP Definition
17.	SVM/SDM/SD/0020	End to End Reconciliation Reporting
18.	SVM/SDM/STD/0001	Post Office Ltd Operational Business Change – Branch, Interface Agreement
19.	BP/SPE/035	NBS Definition Note – this only applies to Horizon
20.	CS/SER/016 (Withdrawn)	Service Description for the Security Management Service (Withdrawn) Note – this only applies to Horizon

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	SVM/SDM/SD/0017	Security Management Service: Service Description
21.	CS/SER/010	Transaction Benchmark Service: Service Description Note – this only applies to Horizon
22.	NB/SPE/003	Network Banking: Counter Dialogue - Activity & Screen Flows. Note – this only applies to Horizon
23.	NB/PRP/004	EMV Banking: User Interface Design Proposal. Note – this only applies to Horizon
24.	SD/STD/001 (Withdrawn) DES/APP/STD/0001	Horizon Office Platform Service Style Guide (Withdrawn) Note – this only applies to Horizon HNGX-UI Style Guide
25.	SVM/SDM/SD/0015	Reconciliation Service: Service Description
26	AP/IFS/063	Horizon APOP Authorisation Service Application Interface Specification
27	Not Used	Not Used

3.2 The following CRDs are associated with this Schedule A5:

	Document Reference	**Document Title**
	NO CRDs APPLICABLE	

POST OFFICE RESPONSIBILITIES RELATED TO THE USE OF MICROSOFT AZURE SERVICES FOR THE HOSTING OF THE SERVICES

4.1 Post Office shall accept and agree to the terms of the Customer Agreement and undertakes to comply with such terms at all times during which Fujitsu Services uses the Microsoft Azure Services in providing Services to Post Office.

4.2 Fujitsu Services shall notify Post Office of any changes to the Customer Agreement made by Microsoft from time to time. Post Office's continuing use of the Microsoft Azure Services shall constitute acceptance of any such changes to the Customer Agreement. Post Office shall ensure

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that it continues to comply with the Customer Agreement and any updates and changes made to it by Microsoft from time to time.

4.3 Post Office shall:

4.3.1 nominate a named individual whose name, phone number and email address shall be manually recorded as having read and accepted the Customer Agreement on behalf of the Post Office.

4.3.2 inform Fujitsu Services promptly of any material breach by Post Office of the Customer Agreement.

4.3.3 authorise Fujitsu Services to place orders for Microsoft Azure Services on behalf of the Post Office, if required.

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ANNEX A

1. POST OFFICE RESPONSIBILITIES IN RELATION TO THE HNG-X SERVICES

1.1 Post Office shall provide and maintain Reference Data in accordance with Post Office business requirements and as specified in the CCD entitled "Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data" (CS/PRD/058).

1.2 Save as expressly provided otherwise in this Agreement, any CCN or Work Order, Post Office shall be responsible for:

1.2.1 the provision of all training for its employees, agents, contractors and sub-contractors; and

1.2.2 the production of all training material required,

in connection with any new and/or modified Services and Applications introduced under the Change Control Procedure and/or the Work Ordering Procedure.

1.3 Post Office shall ensure that all ETU Transactions carried out at Counter Positions are correctly processed by e-pay according to the AIS entitled "Application Interface Specification: Horizon to e-pay" (ET/IFS/001) and that daily reconciliation files are produced and processed according to that AIS.

1.4 In relation to the POLSAP Services, Post Office shall be responsible for having appropriate and sufficiently trained staff available for the provision of Replacement Services to the POLSAP applications support (whether such staff reside within Post Office or within the Next Supplier of Replacement Services) to investigate and progress operational and application issues relating to the POLSAP applications support 24 hours a day.

1.5 In relation to BNR, Post Office shall be responsible for bearing the risk for the wireless hardware once installed until it is returned to Fujitsu Services in the same condition that it was in when installed, subject to fair wear and tear.

1.6 In relation to the CCD "Horizon Capacity Management and Business Volumes" (PA/PER/033), section 2.6 Post Office will:

1.6.1 provide information on forecast changes to business volumes; and

1.6.2 endeavour to provide timely information on all likely and possible changes to business volumes,

within current or new Post Office Services.

1.7 In relation to the CCD entitled "RMGA Information Security Policy" (SVM/SEC/POL/0003), Post Office shall be responsible for:

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1.7.1 assessment and regular review of compliance; and

1.7.2 incident reporting (joint responsibility dependent on area of responsibility).

1.8 From 1st April 2015, in relation to Fujitsu continuing to deliver Services which previously had dependencies on the Engineering Service and to facilitate Fujitsu's delivery of those Services, Post Office will be responsible for:

1.8.1 for planning the timings of Counter Gold Build releases and requesting them, using the Change Control Procedure;

1.8.2 the Next Supplier accepting and resolving Incidents raised in respect of Branch Hardware requiring repair or replacement, identified through pro-active monitoring; and

1.8.3 the Next Supplier accepting and fulfilling requests to perform investigation, repair or replacement activities on Branch Hardware (e.g. quiet line test or branch router reset) to support the resolution of Incidents.

1.9 From 1st April 2015, Post Office will be responsible for maintaining the Initial Branch Infrastructure (as defined in paragraph 2.1.1 of Schedule B3.4 - Branch Infrastructure) to the specification described in CCD entitled "Counter Hardware Design Specification" (BP/DES/003) in all Branches and any other Post Office authorised locations.

1.10 Post Office will be responsible for ensuring that communications related Incidents and/or problems in respect of the Replacement Services to the Branch Network Service which are being provided by the Network Tower Contractor, are routed to the Network Tower Contractor and not to Fujitsu Services.

1.11 It is agreed that title of previously installed BT VSAT BB dishes, mounts, cabling, indoor-units and Cisco VPN router hardware in the Branches ("VSAT Equipment") shall transfer from Fujitsu Services to Post Office on the day of migration of the VSAT BB networking element for that Branch in accordance with the details set out in the Asset Transfer Agreement in Attachment 2. For the avoidance of doubt, Post Office shall pay a Transfer Payment of £1 in accordance with paragraph 7.1.2 of Schedule E for the VSAT Equipment on signature of CCN1614, receipt of which is hereby acknowledged by Fujitsu Services. Post Office will be responsible, on transfer of such title, for the removal and compliant disposal of all VSAT Equipment removed from Branches as part of such Branches' migration from the VSAT BB communications method to Branches to the Replacement, which will be supplied by the Next Supplier. The Parties agree that the approach being adopted for the transfer of ownership and responsibility for removal and disposal of VSAT Equipment is particular only to the VSAT Equipment listed in the said Asset Transfer Agreement and does not create any contractual, commercial or operational precedent for any other equipment removal and disposal activities which may be required in future at any other Branches.

1.12 For Branches where the Branch Network Service is being replaced by Replacement Services, Post Office will ensure the timely procurement of the Replacement Services.

1.13 Post office will ensure that the following test environments based at the Fujitsu Services Bracknell location;

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1.Solution Verification & Integration (SV&I Rig)

2. Live System Test (LST Rig)

will be modified to contain representative Replaced Branch Infrastructure and Replacement Services to the Branch Network Services (previously provided by Fujitsu Services) by the Next Supplier. In the event that there are failure(s) as a consequence of such Replaced Branch Infrastructure provided by the Next Supplier(s) or of any Replacement Services during the remaining period when Fujitsu Services is providing these test environments, Fujitsu Services will raise new Incident(s) with the Post Office service desk for the attention of the Next Supplier(s) to ensure the support of the Fujitsu Services test environments, including but not limited to enabling the replacement of failed part(s) by Post Office and/or the Next Supplier(s) or reinstating services to the test environments by Post Office and/or the Next Supplier(s). It is agreed that this support will be provided by Post Office at no cost to Fujitsu Services. Fujitsu Services will exercise reasonable care and skill in accordance with its own established internal procedures when housing and/or using the equipment to perform the Services.

1.14 Post Office acknowledges that the HNG-X Test Infrastructure will operate until at least 31st March 2022.

1.15 Training Controls Disablement and Re-Enablement Service

1.15.1 As a default Training Controls are enabled. When making a Request to Disable Training Controls, Post Office must ensure that such requests meet all the following conditions, Requests to Disable Training Controls which do not meet the following conditions will be rejected;

1.15.1.1 Post Office must have previously communicated their intention to issue a Request to Disable Training Controls to Fujitsu Services, during a Major Incident service bridge call. During the Major Incident service bridge call the Post Office signatory who will issue the Request to Disable Training Controls will be identified to Fujitsu Services. After the call Fujitsu Services will send an email to the identified Post Office signatory requiring Post Office to issue Fujitsu Services with instructions to make a Request to Disable Training Controls and subsequently a Request to Re-Enable Training Controls.

1.15.1.2 The Request to Disable Training Controls must then be communicated on email to; the POA Operations Director, the POA Service Lead and the POA Duty Manager (contact details as specified in the Working Document entitled "POA Operations Major Incident Procedure" (SVM/SDM/PRO/0001));

1.15.1.3 The emailed Request to Disable Training Controls must be sent from one of the agreed Post Office Ltd. signatories documented in the Appendices of the Working Document entitled "POA Operations Major Incident Procedure" (SVM/SDM/PRO/0001);

1.15.1.4 The emailed Request to Disable Training Controls must contain the following text;

"Post Office hereby request that Fujitsu Services temporarily disables Training Controls in HNG-X Systems with immediate effect until such time as Fujitsu Services receives a written Request to Re-Enable Training Controls from Post Office."

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1.15.2 On receipt of a valid Request to Disable Training Controls Fujitsu Services will complete such disablement within approximately 30 minutes of receiving the Request to Disable Training Controls if received within the period Monday-Friday 09:00hrs -17:30hrs excluding Bank Holidays, or within approximately 90 minutes at any other times. On completion of such disablement Fujitsu Services will send an email to the Post Office signatory who issued the request confirming the same.

1.15.3 During the period between disablement and re-enablement of the Training Controls pursuant to duly authorised Post Office requests, Post Office accepts that transactions may be undertaken by Counter Position Users for which they have not achieved the required Restricted Curricula and which would otherwise have been prevented if the Training Controls were applied and consequently for which Fujitsu Services shall have no liability.

1.15.4 When making a Request to Re-Enable Training Controls, Post Office must ensure that such requests meet all the following conditions. Requests to Re-Enable Training Controls which do not meet the following conditions will be rejected;

1.15.4.1 Training Controls must have previously been temporarily disabled by fulfilment of a Request to Disable Training Controls;

1.15.4.2 The Request to Re-Enable Training Controls must be communicated on email to; the POA Operations Director, the POA Service Lead and the POA Duty Manager (contact details as specified in the Working Document entitled "POA Operations Major Incident Procedure" (SVM/SDM/PRO/0001);

1.15.4.3 The emailed Request to Re-Enable Training Controls must be sent from one of the agreed Post Office Ltd. signatories documented in the Appendices of the Working Document entitled "POA Operations Major Incident Procedure" (SVM/SDM/PRO/0001);

1.15.4.4 The emailed Request to Re-Enable Training Controls must contain the following text;

"Post Office hereby request that Fujitsu Services re-enable with immediate effect Training Controls in HNG-X Systems, previously disabled."

1.15.5 On receipt of a valid Request to Re-Enable Training Controls, Fujitsu Services will complete such re-enablement within approximately 30 minutes of receiving the Request to Re-Enable Training Controls if received within the period Monday-Friday 09:00hrs -17:30hrs excluding Bank Holidays, or within approximately 90 minutes at any other times. On completion of such re-enablement Fujitsu Services will send an email to the Post Office signatory who issued the request confirming the same.

1.16 Post Office will be responsible for managing and ensuring the EUC Tower Contractor's distribution of the HNG-A Application under change control, to timescales agreed with each of Fujitsu Services and the EUC Tower Contractor

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1.17 Post Office will be responsible for ensuring that all Incidents passed to Fujitsu Services by the Service Desk will identify whether users raising the Incident are using the HNG-X Application or HNG-A Application, and if the HNG-A Application, which release of the HNG-A Application is installed

1.18 Post Office Responsibilities in Relation to Post Office Cloud

1.18.1 In relation to the provision of the HNG-X Services and the Development Services for those elements of the HNG-X System migrated from the HNG-X Service Infrastructure to Post Office Cloud, Post Office shall undertake the following responsibilities:

- the Post Office Responsibilities set out in paragraph 1.2.1 of CCD SVM/SDM/SD/0017 - Security Management Service: Service Description;
- the provision of, or procure the provision of, the environments, networking, servers and databases within Post Office Cloud, sufficient to provide the capacity and performance for development, testing, hosting and delivery of the Business Capabilities and Support Facilities, and any changes to them, to enable Fujitsu Services to deliver the Services to the Service Level Targets;
- the provision of WAN connectivity to the branch network, to the internet, and to Fujitsu Services' support, development and test locations which, as at the date of this CCN1678 shall be the Data Centres in Belfast and the Stevenage and Bracknell service locations. Fujitsu Services may request Post Office to provide WAN connectivity to other support, development and test locations, subject to the consent to Post Office (not to be unreasonably withheld);
- the day to day management, support, maintenance and operational control of the Post Office Cloud hosted environments, networking, servers and databases;
- provision of monitoring facilities and operational support within and in respect of the Post Office Cloud, in order to identify and minimise interruptions caused by the Post Office Cloud to the HNG-X Services and Development Services provided by Fujitsu Services;
- the management of operational changes to the Post Office Cloud hosted environments, networking, servers and databases, including the coordination of operational changes between those being made to Post Office Cloud, and those being made to the HNG-X System by Fujitsu Services, to ensure operational changes are made without impacting the Services, wherever possible. Post Office shall provide Fujitsu Services prior written notice of operational changes made by the Post Office to any Post Office Cloud hosted environments;
- the provision of coordination between releases being made to the Post Office Cloud , including Releases being deployed to the HNG-X System by Fujitsu Services, to minimise the impact (wherever possible) of such changes on the live service or development and test services;
- the management of security of the Post Office Cloud environments, servers and databases, including provision, management and maintenance of required security technologies (as documented in paragraph 1.2.1 of the CCD "Security Management Service: Service Description" (SVM/SDM/SD/0017)), provided that Fujitsu Services provides Post Office and/or the Post Office Cloud Service Provider reasonable assistance and co-operation in respect of such management as detailed in the CCD "Security Management Service: Service Description";
- the provision of access to the Post Office Cloud environments for the Fujitsu Services personnel needed to deliver the HNG-X Services and Development Services as notified to Post Office in writing from time to time;
- the planning, communication and operation of all resilience, disaster recovery and business continuity activities performed in relation to Post Office Cloud. Fujitsu Services will retain responsibilities for defining and documenting the

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Business Continuity Plans in accordance with Schedule B2 (*Business Continuity*) in respect of the HNG-X Application specific aspects of technical recovery plans for individual sub-systems and the recovery sequences between sub-systems of the HNG-X Application and for communicating to Post Office any changes in such Business Continuity Plans or recovery sequences identified as a result of changes to the HNG-X Application;

- co-operation by Post Office , as reasonably requested by Fujitsu Services in relation to Fujitsu Services' resilience, disaster recovery and business continuity activities performed for the HNG-X Service Infrastructure;
- the provision of a time synchronisation service for the environments, networking, servers and databases within Post Office Cloud and, from the point of migration for time synchronisation service provided for the Network Tower Contractor from the Fujitsu Services Systems Management Service provided time synchronisation service to that of the Post Office Cloud, for the Replaced Branch Infrastructure; and
- obtaining and maintaining all Licences required to manage and support, or procure the management and support of, the environments, networking, servers and databases within Post Office Cloud, having regarding to such access and functionality requirements to provide the Services.

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ANNEX B

POST OFFICE RESPONSIBILITIES IN RELATION TO THE BCSF SERVICES

1. BANKING BUSINESS CAPABILITY

The following Post Office responsibilities relate to the Banking Business Capability:

1.1 Post Office shall ensure the security, safe keeping and proper management (as defined in ISO 11568 parts 1 to 3) of all keys shared between the Data Centre and CAPO and Santander on the CAPO and Santander sides of the interfaces. **[B.Obl.]**

1.2 Post Office shall be responsible for ensuring that the links from CAPO and LINK to the Data Centres and information transmitted from CAPO and LINK to Fujitsu Services across those links shall be in accordance with the CCDs entitled "EMV Banking and Retail NBX- CAPO Application Interface Specification" (NB/IFS/025) and "EMV Banking and Retail NBX – LINK Application Interface Specification" (NB/IFS/024) and "CAPO to HNG-X Technical Interface Specification" (DES/NET/TIS/0006) and "VOCALINK – HNG-X Technical Interface Specification" (DES/NET/TIS/0008). **[B.Res.]**

1.3 Post Office shall be responsible for ensuring that the information transmitted from Santander to Fujitsu Services across the Santander Circuit shall be in accordance with the CCD's entitled "NBX - A&L Application Interface Specification" (NB/IFS/026) and "Santander – HNG-X Technical Interface Specification" (DES/NET/TIS/1839). **[B.Res.]**

2. BUREAU SERVICE BUSINESS CAPABILITY

The following Post Office responsibilities relate to the Bureau Service Business Capability:

2.1 Post Office shall be responsible for installing and ensuring that to the extent required by law all Rate Boards comply and are maintained in compliance with all relevant legislation (current and future), including all relevant Governmental Regulations and, from the date of UK implementation, EU Directives and EU Regulations. Without prejudice to the generality of the foregoing, Post Office shall ensure that the Rate Boards comply with the Electromagnetic Compatibility ("EMC") Regulations 1992, which implement Council Directive 89/336/EEC (as amended by Directive 91/26/EEC, Directive 92/31/EEC and Directive 93/86/EEC).

2.2 Post Office shall:

2.2.1 ensure that all Rate Boards are compatible with Counter Equipment using models as specified in the CCD entitled "Counter Hardware Design Specification" (BP/DES/003);

2.2.2 be responsible for the provision of all cabling necessary to connect the Rate Boards to Counter Equipment and shall ensure that such cabling is in accordance with the CCD entitled "Rate Board Cables" (AS/REP/013);

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2.2.3 once each Rate Board has been connected to Counter Equipment, carry out all maintenance of that Rate Board and of the associated cabling,. This responsibility extends to all cabling used in making the connection to a Counter Position; and

2.2.4 provide mains electrical power to each Rate Board (or where more than one in a Branch, the Rate Boards in that Branch together) from power circuits that are separate from the power circuit dedicated to the Counter Position.

3. ELECTRONIC TOP-UP BUSINESS CAPABILITY

The following Post Office responsibilities relate to the Electronic Top-up Business Capability:

3.1 Post Office shall be responsible for ensuring that the link from e-pay to the Data Centres and information transmitted from e-pay to Fujitsu Services across that link shall be in accordance with the CCDs entitled "Application Interface Specification: Horizon to e-pay" (ET/IFS/001) and "e-pay – HNG-X Technical Interface Specification" (DES/NET/TIS/0009).

4. APOP BUSINESS CAPABILITY

4.1 The following Post Office Ltd Responsibilities are included in the CCD entitled "APOP Definition" (BP/SPE/046),such Post Office Ltd Responsibilities relate to the APOP Business Capability.

4.2 Post Office Ltd shall specify that the Post Office Data Gateway generates an APOP verification file as defined in the CCD entitled "Horizon APOP Authorisation Service Application Interface Specification" (AP/IFS/063) if required for an APOP Service

4.3 APS transactions shall conform to the specification defined in the CCD entitled "AP-ADC Reference Manual" (DES/GEN/MAN/0002)

4.4 User access to the APOP administration service shall be from within the Post Office Ltd domain and no Post Office Ltd clients will have direct access to data held on the APOP database.

I.e. Post Office Ltd will not grant access from outside the Post Office Ltd domain

APOP Service Authorisation Service

4.5 The APOP authorisation service definition for an APOP Service shall conform to the specification defined in the CCD entitled "APOP Reference Manual" (AP/MAN/003).

4.6 Post Office Ltd shall conform to the security rules for the creation of administrators and users of the APOP administration service and the use of the APOP administration service by administrators and users as defined in the APOP Administration Service User Interface Design Proposal.

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4.7 The APOP Service Definition shall be constructed using the parameters defined in the CCD entitled "APOP Reference Manual"(AP/MAN/003).

4.8 Post Office Ltd shall define the service definition for an APOP Service which conforms to the CCD entitled "APOP Reference Manual"(AP/MAN/003) and deliver the service definition to Fujitsu Services.

4.9 Post Office Ltd shall define the format of the reports derived from data extracted from the APOP database and delivered to Post Office Ltd by the APOP reporting service.

4.10 Post Office Ltd/Prism shall build and maintain the APOP administration service server and workstations which shall include schema files to support the rendering of the extract files produced by the APOP reporting service.

4.11 Not Used

4.12 Transactions to be processed by the APOP batch service shall conform to the CCD entitled "Horizon APOP Authorisation Service Application Interface Specification" (AP/IFS/063)."

4.13 On-line branch transactions initiated at a Post Office Horizon counter position shall conform to the specification defined in the CCD entitled "APOP Authorisation Service-On-line Application Interface Specification "(AP/IFS/064).

New APOP Services

4.14 For each new APOP Service:

- Post Office Ltd will produce a specification of the APOP Service business requirements and business process definition as defined in the APOP User Guide.
- Post Office Ltd will produce the AP-ADC counter transactions.
- Post Office Ltd will produce the service definition for the APOP Service.

4.15 For each new APOP Service, Post Office Ltd shall, subject to the Work Ordering Procedure, require Fujitsu Services to produce:

- Voucher receipt templates;
- Customer and Branch receipt templates;
- Counter and Branch weekly reports.

4.16 For each Counter and Branch weekly report, Post Office Ltd shall define the:

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- List of products;
- Report title;
- Cut-off requirements

4.17 For each new APOP Service with an external authorisation service, Post Office Ltd shall, subject to the Work Ordering Procedure, require Fujitsu Services to produce:

- An APOP web service, web services agent and (optionally) a web server platform:
- An interface between the Horizon domain and the external authorisation service

Changes to APOP Services

4.18 Post Office Ltd shall, subject to the Work Ordering Procedure, require Fujitsu Services to produce changes to Fujitsu Services supplied components of an APOP Service.

5. DEBIT CARD

The following Post Office Responsibilities are Debit Card Responsibilities:

Debit Card Responsibilities

5.1 Post Office shall be responsible for providing, through Post Office Reference Data, DC Token definitions to cover the DC Token ranges supported by Fujitsu Services.

5.2 Post Office shall be responsible for following procedures for Debit Card Transaction settlement and exception reporting in accordance with the CCD entitled End to End Reconciliation Reporting (SVM/SDM/SD/0020) to the extent Post Office is required to do so.

5.3 Post Office shall be responsible for generating and transmitting (as reasonably required by the Fujitsu Services) test Reference Data for testing purposes.

5.4 Post Office shall be responsible for ensuring that Fujitsu Services has at all times a sufficient number of MIDs and TIDs to enable Fujitsu Services to allocate such MIDs and TIDs to the Branches and Counter Positions respectively.

5.5 Post Office shall be responsible for supplying an agreed batch of MIDs to Fujitsu Services in accordance with the OLA "DC Operational Level Agreement" to ensure that one MID is available for each new Branch, whenever the supplies of unallocated MIDs held by Fujitsu Services fall below a threshold limit agreed between Post Office and Fujitsu Services

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5.6 Post Office shall be responsible for supplying an agreed batch of TIDs to Fujitsu Services through the Change Control Procedure whenever the supplies of unallocated TIDs held by Fujitsu Services fall below a threshold limit agreed between Post Office and Fujitsu Services.

5.7 Post Office shall be responsible for following the reconciliation and incident management procedures for the investigation, reporting and resolution of business incidents related to the use of Debit Card (supported by the Payment Management Business Capability) as set out in the applicable provisions of paragraph 2.8 of the CCD entitled "Reconciliation Service: Service Description" (SVM/SDM/SD/0015)

5.8 Post Office shall be responsible for providing MIDs and TIDs in accordance with the processes for business change described in the CCD entitled "Post Office Ltd Operational Business Change – Branch, Interface Agreement" (SVM/SDM/STD/0001).

5.9 Post Office shall be responsible for procuring the provision of an EMIS to supply a data feed to the Reconciliation Support Facility from the Merchant Acquirer in accordance with the document entitled "Technical Specification for the Electronic Management Information Service" (SU/SPE/024).

The following Post Office Responsibilities are Debit Card Obligations:

Debit Card Obligations

5.10 Post Office shall be responsible for verifying and validating all Debit Card related Post Office Reference Data for use in connection with the DC MoP, save to the extent that Fujitsu Services is obliged to do so (for the purposes of the use of such Post Office Reference Data within the Infrastructure) in accordance with the CCD entitled " Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change – Reference Data" (CS/PRD/058). For the avoidance of doubt, the Change Control Procedure shall be used if Post Office requires any Debit Card related Reference Data validation or testing outside the scope of the CCD entitled "Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data" (CS/PRD/058).

5.11 Post Office shall procure a service designed to ensure that the EMIS file shall be available for collection from the Merchant Acquirer by 15:00 hours daily between Monday and Friday excluding English Bank Holidays. Where the EMIS file is not available by that time, Fujitsu Services shall follow the procedures set out in the relevant OLA.

5.12 Post Office shall follow the procedure set out in the OLA entitled "DC Operational Level Agreement" for reporting potential/actual breaches of security within either the Merchant Acquirer or Infrastructure.

5.13 Post Office shall ensure the security, safe keeping and proper management of all passwords/passphrases used to generate keys shared between the Data Centre and

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the Merchant Acquirer on the Merchant Acquirer side of the interface between the Data Centre and the Merchant Acquirer.

6. GENERIC WEB SERVICE SUPPORT FACILITY

The following Post Office Responsibilities are Generic Web Service Responsibilities:

6.1 For each Generic Web Service Post Office shall be responsible for:

6.1.1 the Post Office tasks as defined in the 'Web Service Client Connection Process' (REQ/GEN/PRO/1386) for the:

(a) the Generic Web Service qualification stage;

(b) the Generic Web Service specification stage;

(c) the Generic Web Service build and test stage;

(d) the Generic Web Service introduction stage;

6.1.2 the provision of the baselined WSDL for the Client web service;

6.1.3 the Client specific elements of the Technical Interface Specification between the Generic Web Service and the Post Office Client;

6.1.4 the design, development and testing of the APS transactions conforming to the specification defined in the CCD entitled "AP-ADC Reference Manual" (DES/GEN/MAN/002);

6.1.5 the security assessment of the APS service and the associated Generic Web Service for the Post Office Client.

7. PAF SUPPORT FACILITY

7.1 Post Office shall be responsible for supplying to Fujitsu Services the monthly Royal Mail PAF address data on a CD in 'Royal Mail Compressed Standard™' format described in the 'Royal Mail PAF Programmers' Guide' Edition 7 Version 4.0 (REQ/APP/AIS/1526)

7.2 Post Office shall be responsible for supplying to Fujitsu Services the monthly Royal Mail PAF address data on a CD in accordance with the CCD 'Fujitsu Services/Post Office Ltd Interface Agreement for Operational Business Change – Reference Data (CS/PRD/058);

7.3 Post Office shall be responsible for supplying PAF additional address data to Fujitsu Services conforming to the application interface specification 'Post Office Limited to PAF Application Interface Specification' (REQ/APP/AIS/1503);

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7.4 Post Office shall be responsibly for managing and securely destroying the Royal Mail PAF data CDs after 12 months.

7.5 Post Office shall be responsible for the integrity and accuracy of data provided in accordance with sections 9.2 and 9.3 and any rectifications required as a result of erroneous or corrupt data supplied shall be made at Post Office's sole expense.

8. POST OFFICE DATA GATEWAY

The following Post Office Responsibilities are Post Office Data Gateway Responsibilities. For each Post Office Data Gateway Data File transfer:

8.1 Post Office shall be responsible for supplying to Fujitsu Services approved Application Interface Specifications (AIS) for Data File transformations to be performed by the Post Office Data Gateway Support Facility using the approved pro-forma;

8.2 Post Office shall be responsible for supplying to Post Office Clients the specification of the data in Data Files to be transferred from the Post Office Data Gateway to the Client;

8.3 Post Office shall be responsible for producing, as Post Office requires, Data File delivery reports from Post Office Data Gateway data supplied to Post Office Ltd by Fujitsu Services;

8.4 Post Office shall be responsible for producing Post Office to Post Office Client Operational Level Agreements for each Post Office Client sending Data Files to, or receiving Data File from, the Post Office Data Gateway Support Facility;

8.5 Post Office shall be responsible for ensuring that Fujitsu Services is permitted to process the data received by the Post Office Data Gateway Support Facility on behalf of the data owner;

8.6 Post Office shall be responsible for ensuring that the Data Files transferred between the Post Office Client and the Post Office Data Gateway Support Facility shall be in accordance with the relevant Post Office Data Gateway to Post Office Client Application Interface Specification;

8.7 Post Office shall be responsible for ensuring that the link between the Post Office Client and the Post Office Data Gateway Support Facility will be in accordance with the '*Post Office Data Gateway to Post Office Clients Technical Interface Specification*' (DES/NET/TIS/1499).

8.8 Post Office shall be responsible for supplying the information and ensuring that the content within the PODG Client Connection pack is correct.

8.9 Post Office shall be responsible for the ownership and content within the Post Office Data Gateway (PODG) Route spreadsheets.

9. CLIENT FILE DELIVERY

9.1 Post Office shall be responsible for supplying to Fujitsu Services approved Application Interface Specifications for Data Files from Post Office Clients (to HNG-X) Clients to be processed by the Client File Delivery Support Facility.

10. POST OFFICE DATA GATEWAY CLIENT CONNECTION

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The following Post Office Responsibilities are PODG Client Connection Service Responsibilities.

10.1 Post Office shall be responsible for supplying to Fujitsu Services a completed OBC19 form for each request with details of the changes required.

10.2 Post Office shall be responsible for ensuring that Fujitsu Services is permitted to process the data received by Fujitsu Services under the PODG Client Connection Service on behalf of the data owner.

10.3 Post Office shall be responsible for obtaining security credentials directly from Post Office Clients and to provide Fujitsu Services with the security credentials required to fulfil a PODG Client Connection Service request as defined in "Post Office Data Gateway (PODG) Secure Transfer Procedure" (SVM/SEC/PRO/1784).

10.4 Post Office shall be responsible for obtaining all necessary consents, authorisations and notifications from relevant Data Controllers, to enable personal data to be processed by Fujitsu Services as part of PODG Client Connection Service, in compliance with the latest Data Protection Act. Post Office Ltd shall indemnify Fujitsu Services in respect of any losses suffered by Fujitsu Services in connection with the performing the PODG Client Connection Service as a result of any Post Office Ltd failure to have obtained appropriate data protection related consents, authorisations and notifications..

10.5 Post Office shall be responsible for managing the service provided to the Client by the Post Office Data Gateway Service

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ANNEX C

BANKING RESPONSIBILITIES

HORIZON BANKING RESPONSIBILITIES – Removed by CCN 1648

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ANNEX D

BANKING OBLIGATIONS

HORIZON BANKING OBLIGATIONS – REMOVED BY CCN1648

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ANNEX E

POST OFFICE RESPONSIBILITIES IN RELATION TO THE PAYMENT AND BANKING SERVICE

1. General Responsibilities

1.1 Post Office shall

1.1.1 communicate and facilitate the consultation of documents, information and methodology which it has which are requested by Fujitsu Services and which are necessary for the provision of the Payment and Banking Service by Fujitsu Services;

1.1.2 respond to reasonable requests from Fujitsu Services necessary for the proper performance of the Payment and Banking Service and make decisions wherever possible in time for requested by Fujitsu Services to meet its obligations;

1.1.3 inform Fujitsu Services of any event or act likely to delay the performance of the Agreement within a reasonable time (having regard to the severity of the delay) upon becoming aware of such event or act. In such case, the Parties shall consult on ways to limit the delay and may, if necessary, agree on a change to the dates for providing the Payment and Banking Service;

1.1.4 comply with the General Terms and Conditions of Use of the Payment and Banking Service as provided in Appendix 2 (*General Terms and Conditions of Use*) to Schedule I6;

1.1.5 comply with the prerequisite for the implementation of the Payment and Banking Service listed hereafter, in particular (i) to have updated antivirus, (ii) use a browser and information system updated and compatible with the use of the Service, (iii) to comply and procure that Branches comply with the requirements of the applicable standards in effect, including PCI DSS and/or PCI P2PE;

1.1.6 manage its information system with which the Ingenico Central Platform interoperate and to manage third party intervention as part of the provision of the Payment and Banking Service; and

1.1.7 provide adequate network connectivity between the Counter Position and the Ingenico Central Platform.

2. Banking Business Capability

The following Post Office responsibilities relate to the Banking Business Capability:

2.1 Post Office shall ensure the security, safe keeping and proper management (as defined in ISO 11568 parts 1 to 3) of all keys shared between the Ingenico Central Platform and Vocalink on the Vocalink sides of the interfaces.

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3. Post Office shall be responsible for ensuring that the links from Vocalink to the Ingenico Central Platform and information transmitted from Vocalink to Fujitsu Services Sub-Contractor, Ingenico, across those links shall be in accordance with the CCD entitled "Axis Managed Payment Service Solution - Solution Design" (DES/APP/MAN/3760).

The following Post Office Responsibilities are Debit Card Responsibilities:

Debit Card Responsibilities

3.1 Post Office shall be responsible for providing, through Post Office Reference Data, DC Token definitions to cover the DC Token ranges supported by Fujitsu Services.

3.2 Post Office shall be responsible for following procedures for Debit Card Transaction settlement and exception reporting in accordance with the CCD entitled "Network Banking End to End Reconciliation Reporting" (to be renamed End to End Reconciliation Reporting) (CS/SPE/011) to the extent Post Office is required to do so.

3.3 Post Office shall be responsible for generating and transmitting (as reasonably required by the Fujitsu Services) test Reference Data for testing purposes.

3.4 Post Office shall be responsible for ensuring that Fujitsu Services has at all times a sufficient number of MIDs and TIDs to enable Fujitsu Services to allocate such MIDs and TIDs to the Branches and Counter Positions respectively.

3.5 Post Office shall be responsible for supplying an agreed batch of MIDs to Fujitsu Services in accordance with the OLA "DC Operational Level Agreement" to ensure that one (1) MID is available for each new Branch, whenever the supplies of unallocated MIDs held by Fujitsu Services fall below a threshold limit agreed between Post Office and Fujitsu Services

3.6 Post Office shall be responsible for supplying an agreed batch of TIDs to Fujitsu Services through the Change Control Procedure whenever the supplies of unallocated TIDs held by Fujitsu Services fall below a threshold limit agreed between Post Office and Fujitsu Services.

3.7 Post Office shall be responsible for following the reconciliation and incident management procedures for the investigation, reporting and resolution of business incidents related to the use of Debit Card (supported by the Payment Management Business Capability) as set out in the applicable provisions of paragraph 2.8 of the CCD entitled "Reconciliation Service: Service Description" (SVM/SDM/SD/0015)

3.8 Post Office shall be responsible for providing MIDs and TIDs in accordance with the processes for business change described in the CCD entitled "Post Office Ltd Operational Business Change – Branch, Interface Agreement" (SVM/SDM/STD/0001).

3.9 Post Office shall be responsible for procuring the provision of an EMIS to supply a data feed to the Reconciliation Support Facility from the Acquirer in accordance with the document entitled "Technical Specification for the Electronic Management Information Service" (SU/SPE/024).

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The following Post Office Responsibilities are Debit Card Obligations:

Debit Card Obligations

3.10 Post Office shall be responsible for verifying and validating all Debit Card related Post Office Reference Data for use in connection with the DC MoP, save to the extent that Fujitsu Services is obliged to do so (for the purposes of the use of such Post Office Reference Data within the Infrastructure) in accordance with the CCD entitled "Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change – Reference Data" (CS/PRD/058). For the avoidance of doubt, the Change Control Procedure shall be used if Post Office requires any Debit Card related Reference Data validation or testing outside the scope of the CCD entitled "Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data" (CS/PRD/058).

3.11 Post Office shall procure a service designed to ensure that the EMIS file shall be available for collection from the Acquirer by 15:00 hours daily between Monday and Friday excluding English Bank Holidays. Where the EMIS file is not available by that time, Fujitsu Services shall follow the procedures set out in the relevant OLA.

3.12 Post Office shall follow the procedure set out in the OLA entitled "DC Operational Level Agreement" for reporting potential/actual breaches of security within either the Merchant Acquirer or Infrastructure.

3.13 Post Office shall ensure the security, safe keeping and proper management of all passwords/passphrases used to generate keys shared between Ingenico Central Platform and the Acquirer on the Acquirer side of the interface between the Ingenico Central Platform and the Acquirer.

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SCHEDULE A6

FUNDING CONDITION

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections by PO
1.2	11/10/06	Further minor corrections from FS
2.0	25/01/07	Baseline copy of 1.2
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all Schedules to v11.0 in accordance with CCN1604
12.0	03/07/17	Moving all Schedules to v12.0
13.0		Moving all Schedules to v13.0
14.0	20/12/2021	This Schedule is removed by CCN1648b

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SCHEDULE A6

FUNDING CONDITION- Schedule removed by CCN1648b

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SCHEDULE B1.1

DEVELOPMENT SERVICES

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections
1.2	19/01/07	Further minor amendments
2.0	25/01/07	Baseline copy of 1.2
2.1	19/03/07	Applying CCN 1206
2.2	22/03/07	Amendment to CCN 1206
3.0	09/07/07	Baseline copy of 2.2
4.0	23/02/09	Baseline copy of 3.1
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	23/04/10	Minor tidy up amendments
6.2	05/05/05	Further minor adjustments
7.0	10/05/10	Moving all schedules to v7.0 as agreed with Fujitsu.
8.0	21/02/12	Moving all schedules to V8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	CCD reference updates and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to v11.0 in accordance with CCN1604
12.0	03/07/17	Moving all Schedules to v12.0
13.0		Moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1649, CCN1678 and moving all Schedules to v14.0

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SCHEDULE B1.1

DEVELOPMENT SERVICES

1. INTRODUCTION

1.1 This Schedule B1.1 deals with:

1.1.1 the procurement principles in relation to the integration of systems or software into the Infrastructure or the Post Office Cloud, against the background of Fujitsu Services' potential appointment as Preferred Systems Integrator as described in Schedule A1, and the addition of new functionality to the Infrastructure or the Post Office Cloud; and

1.1.2 Development Services, as more specifically defined in paragraph 3 below.

1.2 Development Services shall be ordered through Work Orders.

1.3 This Schedule B1.1 sets out Post Office's and Fujitsu Services' agreed approach to contracting for Development Services. This shall include adherence to a generic Development Lifecycle and its component Development Lifecycle Stages (the operation and interaction of which for each development project being described in the Development Methodology agreed for that development project) unless Post Office adopts a competitive approach to procurement, in which case Post Office may adopt a different lifecycle approach to suit the development project, as further described below.

1.4 This Schedule B1.1 does not deal with (and the Development Services do not include):

1.4.1 except as described in paragraph 3.1.4, the Implementation of Branch Hardware, which is dealt with under Schedule B1.3;

1.4.2 the operation of and (through the Operational Business Change (Branch Change) Service or Reference Data changes) modifications to any applications and systems after their development and implementation under a Work Order, such operation being dealt with under Schedule B3.1;

1.4.3 services to be provided under the SIP which are dealt with under Schedule B1.2; or

1.4.4 HNG-X Development or Associated Change Development which are dealt with under Schedules B6.1, B6.2 and B6.3.

1.5 It is the intention of both Parties that the most suitable procurement method shall be used as the basis for contracting an individual Work Package.

2. PROCUREMENT PRINCIPLES

2.1 Systems Integration Principles

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2.1.1 Post Office may appoint Fujitsu Services as Preferred Systems Integrator in accordance with the provisions of Schedule A1. If Fujitsu Services is appointed as Preferred Systems Integrator, the terms upon which Fujitsu Services assumes responsibility for any Relevant IT Systems designated by Post Office shall, as specified in Schedule A1, be agreed under the Change Control Procedure save that work required to develop any interfaces required between the Relevant IT Systems and the Infrastructure or other Systems Integration may be, and where paragraph 2.1.2 applies shall be, provided under a Work Order as H&HNG Systems Integration in accordance with the provisions of this Schedule.

2.1.2 Whether or not Fujitsu Services or any third party is appointed as the Preferred Systems Integrator and notwithstanding anything to the contrary in Schedule A1 or this Schedule B1.1, Fujitsu Services shall, throughout the term of this Agreement, be the exclusive provider to Post Office of:

2.1.2.1 H&HNG Systems Integration described in paragraph 3.1.3.2; and

2.1.2.2 those elements of Hardware Implementation identified in the Annex to Schedule B1.3 as Hardware Implementation that Fujitsu Services (and not Post Office or a third party) is entitled to provide, to the extent that such Hardware Implementation relates to the Infrastructure.

2.1.3 The terms on which Fujitsu Services supplies the services referred to in paragraph 2.1.2 shall be set out in one or more Work Orders in accordance with the provisions of this Schedule and the Work Ordering Procedure.

2.1.4 For the avoidance of doubt, the only exclusivity granted to Fujitsu Services under this Schedule B1.1 is set out in paragraph 2.1.2 of this Schedule.

2.2 Application Procurement principles

2.2.1 Where Post Office requires additional functionality to be integrated within the Infrastructure or Post Office Cloud it will, wherever practicable and cost effective (and subject to paragraph 2.2.3) provide such functionality by procuring standard (commercial off the shelf) applications or Application Services from Fujitsu Services or a third party software provider rather than carrying out bespoke software development.

2.2.2 Notwithstanding paragraph 2.2.1, where standard applications or Application Services are not available or not suitable, Post Office may:

2.2.2.1 procure a bespoke application from a third party; or

2.2.2.2 procure a bespoke application from Fujitsu Services.

2.2.3 Subject to paragraph 2.2.4, the selection and deployment of any third party standard applications or Applications Services or third party bespoke applications or Applications Services is subject to joint:

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2.2.3.1 verification of the application's or Applications Services' technical compatibility and ability to interface with the Infrastructure, the Horizon Applications and/or the Business Capabilities and Support Facilities;

2.2.3.2 assessment of the impact on the Infrastructure (including the costs of implementation) and the HNG-X Services (including the Service Levels and any limitations on liability). The impact assessment will consider any operational risks, Service Level lets or caveats which may be necessitated by the architecture;

2.2.3.3 review of the availability of suitable support capability;

2.2.3.4 assessment against Post Office IT and business strategies and long term operating costs; and

2.2.3.5 identification of any additional existing documentation that Post Office requires from Fujitsu Services to facilitate Post Office's assessment of the standard or third party application.

by Post Office and Fujitsu Services.

2.2.4 The verification, assessment and review activities referred to in paragraph 2.2.3 shall utilise the SIP to the extent decided by the Systems Integration Partnership and Executive Relationship, but Fujitsu Services' involvement shall otherwise be subject to a Work Order agreed under the Work Ordering Procedure.

2.2.5 Where Post Office chooses to procure a standard or bespoke application from Fujitsu Services the terms on which it does so shall be set out in one or more Work Orders in accordance with the Work Ordering Procedure and the provisions of paragraphs 4 and 5 below.

2.2.6 Where Post Office chooses to procure a standard or bespoke application from a third party, the commercial and contractual relationship between Post Office, Fujitsu Services and any third party application or Application Service provider (including the charges payable to Fujitsu Services) shall be agreed on a case by case basis. The Parties may adopt whatever commercial and/or contractual structure is appropriate for the particular circumstances. However, the commercial and contractual arrangement must take reasonable account of the impact on the systems and services provided to Post Office by Fujitsu Services.

2.2.7 Fujitsu Services shall not unreasonably refuse to integrate third party applications or Applications Services into the Infrastructure, taking into account the proposed commercial terms and the impact such integration will have on the systems and services provided to Post Office by Fujitsu Services.

3. DEVELOPMENT SERVICES

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3.1 Subject to paragraph 1.4, the following Services (together the "Development Services") may be procured by Post Office from Fujitsu Services under this Schedule B1.1:

3.1.1 Professional Services

Professional services comprising the provision of consultancy and technical advice by appropriately skilled Fujitsu Services personnel on a T&M basis in accordance with Schedule D1 under the management of Post Office. Typical work would include strategy, feasibility and requirements studies. Provision of such services is separate from but relates to the services described in paragraph 3.1.2 to 3.1.4 below.

3.1.2 Software Development

Software development involves:

3.1.2.1 application development, being the design, development, evaluation, tailoring/configuration, testing and validation, of application software; and

3.1.2.2 infrastructure software development, being the design, development, evaluation, tailoring/configuration, testing and validation, of infrastructure software.

3.1.3 H&HNG Systems Integration

H&HNG Systems Integration involves:

3.1.3.1 the selection and integration of components and the testing of those components as part of an end to end suite of systems; and/or

3.1.3.2 the implementation of infrastructure and software upgrades and additions to the Infrastructure (other than the Branch Infrastructure) to interface to any new systems or applications and support any new services operating end-to-end as defined by Post Office requirements in the relevant Work Order.

3.1.4 Hardware Implementation.

4. CONTRACTING FOR DEVELOPMENT SERVICES

4.1 Fujitsu Services and Post Office shall operate a generic development approach (the "Development Lifecycle") for Development Services procured by Post Office from Fujitsu Services under this Schedule B1.1. The Development Lifecycle is made up of six generic stages (each generic stage being a "Development Lifecycle Stage") as described in paragraph 5.

4.2 The way in which these Development Lifecycle Stages are executed, and the way they interact will differ depending on the type of development project, and will be detailed in the

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Development Methodology agreed by the Parties as most suitable for successfully delivering the development project in question. The Development Methodology to be used for each development project shall:

4.2.1 be agreed by the Parties no later than the end of the Requirements Stage (as described in paragraph 5.4.1) +for that development project;

4.2.2 shall, as a minimum, set out the approach to the Development Lifecycle Stages (including how the processes and disciplines of the Development Methodology map to the generic Development Lifecycle and Development Lifecycle Stages) and the Artefacts to be produced at each Development Lifecycle Stage for that development project, by each Party; and

4.2.3 shall be developed to be consistent with RMG Harmony (so as not to prevent the use by Post Office of RMG Harmony in relation to that development project.)

Post Office shall be responsible for documenting the Development Methodology agreed for each development project.

4.3 Development Services to be undertaken by Fujitsu Services must be ordered as Work Orders in accordance with the provisions of Schedule D2. The terms of such Work Orders shall be determined in accordance with the provisions of paragraphs 4 and 5 unless either paragraph 2.2.6 or paragraph 6 applies, in which case the terms of such Work Orders shall be determined in accordance with paragraph 2.2.6 or 6 respectively.

4.4 The basis for development resource planning of Work Packages shall be the Development Lifecycle Stages.

4.5 The following principles shall be applicable to contracting for Development Services between Post Office and Fujitsu Services:

4.5.1 clear control for each Development Lifecycle Stage and the responsibility to deliver associated deliverables will be specified and agreed between the Parties as vesting in either Post Office or Fujitsu Services but not both;

4.5.2 business control of Work Packages shall be established in accordance with the governance principles set out in Schedule A2 and the Work Ordering Procedure in Schedule D2 and each large Work Package will have a senior management sponsor within both Fujitsu Services and Post Office; and

4.5.3 related responsibilities shall be clearly identified and assigned to specific individuals in Fujitsu Services or Post Office.

4.6 Where the scope and size of a Work Package are substantial, Post Office may request Fujitsu Services to identify as separable components of work individual Work Package Elements which could be carried out by third parties under Fujitsu Services' management. Where this option is considered, Fujitsu Services will identify any liability, performance,

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reliability or other potential service implications of such option and the terms to be incorporated into a subcontract for such work.

5. THE DEVELOPMENT LIFECYCLE

Initial Development Lifecycle Stages

5.1 The following Development Lifecycle Stages will be led by Post Office who may procure professional services (as described in paragraph 3.1.1) from Fujitsu Services to support the work done in the relevant Development Lifecycle Stage.

5.1.1 Strategic Approval Stage, which defines the strategic and architectural framework within which the changes are to be developed and delivered.

5.1.2 Start-up and Feasibility Stage, in which Post Office develops an outline view of a potential business requirement with input, where required, from Fujitsu Services:

5.1.2.1 on the indicative cost range for the provision of a potential solution, to assist Post Office in making an informed decision on:

(a) the business case for proceeding to later stages of the Development Lifecycle; and

(b) sourcing of solution components; and

5.1.2.2 to assist with an assessment of the most appropriate Development Methodology to be adopted (with this Development Methodology being confirmed during the Requirements Stage by the Systems Integration Partnership); and

5.1.2.3 to give an indication of the scope of any work that Fujitsu Services proposes be undertaken by any Sub-contractor located outside the United Kingdom (with this being confirmed during the Solution Definition Stage).

5.2 A key objective of these two Development Lifecycle Stages is to provide sufficient information to Post Office such that it can make an informed decision about the procurement approach in respect of the development project as a whole and each solution component. Post Office shall consider the procurement options by reference to the provisions of Schedule B1.3 and paragraphs 4.6 and 6 of this Schedule B1.1 before a decision is made by Post Office on whether it will involve Fujitsu Services in the later Development Lifecycle Stages or in procuring subcontractors in accordance with paragraph 4.6, or adopt a competitive approach in accordance with paragraph 6.

Subsequent Development Lifecycle Stages where Development Services are procured from Fujitsu Services

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5.3 If Fujitsu Services is required to provide Development Services after the Strategic Approval Stage and the Start-up and Feasibility Stage and a competitive approach is not adopted by Post Office as described in paragraph 6 of this Schedule B1.1, the remaining provisions of this paragraph 5 shall be applicable.

5.4 The Development Lifecycle Stages that (subject to paragraphs 4.2 and 5.5) shall apply after the Strategic Approval Stage and the Start-up and Feasibility Stage are described below.

5.4.1 Requirements Stage, in which production of a full specification of the requirements and Work Packages is led and managed by Post Office to form the basis for solution specification and any subsequent contract for development, implementation, acceptance and operational work.

5.4.2 Solution Definition Stage, managed by Fujitsu Services, in which Fujitsu Services produces (i) a solution description as defined in the applicable Development Methodology setting out the proposed solution in response to the Post Office's Work Package requirements including any qualifications and caveats applicable to those requirements and (ii) Change Work Orders detailing the price and contractual terms applicable to the subsequent Development Lifecycle Stages (and those applicable to any subsequent stage relating to operational service if not dealt with in an associated CCN), including confirmation of the details and scope of any work to be undertaken by any Sub-contractor located outside the United Kingdom (together with the identity of any such Sub-contractor).

5.4.3 Solution Build and Test Stage, managed by Fujitsu Services, in which Fujitsu Services undertakes the development, integration and testing of the solution Work Package (other than any user testing or release validation testing or elements of solution assurance which will be managed by Post Office) up to, and including, its acceptance by Post Office.

5.4.4 Implementation Stage, managed by Fujitsu Services, in which Fujitsu Services undertakes system and software rollout into the live environment (any necessary Implementation of Branch Hardware having been carried out in accordance with Schedule B1.3 and, as applicable, this Schedule) together with related planning and change management, up to acceptance of the solution into live service. Post Office related business implementation aspects shall be managed by Post Office.

5.5 In order to optimise the Development Lifecycle, Development Lifecycle Stages may overlap or occur in parallel, be combined or, in exceptional cases, omitted. The method of operation of the Development Lifecycle Stages for each development project will be set out in the Development Methodology as agreed and documented in accordance with paragraph 4.2.

Access to business users and clients

5.6 Post Office shall provide Fujitsu Services with reasonable access to informed and empowered business users and clients early in the Development Lifecycle to enable

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Fujitsu Services to understand the function/ cost trade offs early in the Development Lifecycle. In some cases this may be achieved by Fujitsu Services' provision of personnel to work in the SIP in accordance with Schedule B1.2.

Access to technical experts

5.7 Fujitsu Services shall provide Post Office with reasonable access to informed and empowered technical experts throughout the Development Lifecycle to enable Post Office to understand the outputs of the Development Lifecycle.

Documentation

5.8 Documentation produced by Fujitsu Services during the Development Lifecycle for a development project shall be limited to:

5.8.1 for development subsequent to Project HNG-X, unless Post Office notifies Fujitsu Services otherwise, an update of all relevant documentation within the Solution Baseline Documentation Set, the introduction of which, to the extent this Agreement is updated, shall be subject to agreement under the Change Control Procedure;

5.8.2 documents commissioned by Post Office under Work Order(s) for that development project; and

5.8.3 documents otherwise required by Fujitsu Services for its own purposes.

5.9 With respect to documentation referred to in paragraphs 5.8.1 and 5.8.2, Post Office and Fujitsu Services will agree a review process which provides appropriate and informed input within a framework of efficient working. Both parties aspire to continuous improvement and shall identify new approaches and technology to meet these goals.

Testing and Acceptance

5.10 The process applicable to testing of Releases developed for:

5.10.1 the Horizon Service infrastructure or the elements of the Horizon Service Infrastructure used during the Roll Out Phase, including all Releases designated by the Parties as 'T Releases', shall be as set out in the CCD entitled "Testing Approach for the Horizon System" (VI/STR/064) together with the paper entitled "T Release Testing Strategy (Post S92 Testing Strategy)" (version 0.1) (which the Parties will develop into a CCD by the end of October 2006); and

5.10.2 the HNG-X Service Infrastructure after Initial Acceptance, shall be set out in the presentation paper entitled "An Approach" (dated 31 March 2006) (which will be developed by the parties into a CCD based on the testing approach for Project HNG-X).

5.11 The process applicable to Acceptance of Releases developed for:

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5.11.1 the Horizon Service Infrastructure or the elements of the Horizon Service Infrastructure used during the Roll Out Phase, including all Releases designated by the Parties as 'T Releases', shall be as set out in the CCD entitled "Horizon Generic Release Acceptance Process" (PA/PRD/013); or

5.11.2 the HNG-X Service Infrastructure after HNG-X Initial Acceptance, shall be as set out in a CCD which the Parties shall develop by HNG-X Initial Acceptance based on the acceptance approach used for Project HNG-X.

Roles and Responsibilities

5.12 Subject to agreement to the contrary in the Work Order for any one or more Development Lifecycle Stages, the following roles and responsibilities shall apply in relation to the Development Lifecycle for each project:

5.12.1 Post Office Roles and Responsibilities

5.12.1.1 Post Office shall be responsible for its business change process from conception, through preliminary business analysis, to solution architecture and completion of the requirements capture.

5.12.1.2 Post Office shall carry out any responsibilities agreed by it as part of a Work Order.

5.12.1.3 During the Development Lifecycle Post Office shall:

(a) provide guidance on interpretation of the documents which it owns;

(b) appoint one delivery manager to manage each Work Package from Post Office's perspective;

(c) appoint one Design Authority, covering both business and technical Work Package aspects;

(d) provide appropriate levels of data for take-on of new services (as will be described in more detail in the relevant Work Order) except where such data already exists in the Infrastructure or Post Office Cloud; and

(e) ready its business to receive the solution (as will be described in more detail in the relevant Work Order).

5.12.2 Fujitsu Services Roles and Responsibilities

5.12.2.1 During the Development Lifecycle, Fujitsu Services shall

(a) complete the Work Orders as agreed with Post Office;

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(b) provide guidance on interpretation of the documents which it owns;

(c) arrange a reasonable level of joint Work Package review checkpoints;

(d) be accountable for the quality of the solution delivered by the Work Package to meet the agreed acceptance criteria; and

(e) provide points of contact/authority comparable to those set out in paragraphs 5.12.1.3(b) and 5.12.1.3(c).

5.12.2.2 Fujitsu Services shall provide a measurement mechanism which can be used to estimate the functional size and complexity of software components and which can be used to estimate the functional size and complexity of future software changes.

5.12.2.3 In accordance with agreed Work Order(s), Fujitsu Services shall support Post Office in activities necessary for Post Office to achieve:

(a) certification, accreditation or assurance with its Clients or other third parties; and

(b) e-certification or re-accreditation with its Clients or other third parties.

5.12.3 Joint Roles and Responsibilities

5.12.3.1 During the Development Lifecycle, the Parties shall jointly:

(a) agree development project plans, including timescales, milestones and dependencies, for each development project to a level of detail to be agreed by the Parties on a case by case basis;

(b) consult with any other third party suppliers in the development and agreement of these development project plans;and

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(c) manage and implement the development project plans specified in 5.12.3.1(a) above, in accordance with the applicable provisions of Schedules A2, A3 and D2.

5.12.3.2 Where Fujitsu Services appoints a Sub-contractor to carry out Development Services Fujitsu Services shall provide to Post Office:

(a) Sub-contractor progress reports as made available to Fujitsu Services, to accompany Fujitsu Services' progress reports;

(b) updated project plans as made available to Fujitsu Services, to accompany Fujitsu Services' project plans;

(c) risks and issues identified by the Sub-contractor included in the Fujitsu Services risk register to enable such risks and issues to be subject to the joint risk mitigation process in use by Fujitsu Services and Post Office;

(d) requirement specifications provided to the Sub-contractor by Fujitsu Services to enable Post Office to provide clarification or assistance in the interpretation and understanding of such specifications if necessary; and

(e) following a reasonable request from Post Office, other information relating to the work of the Sub-contractor.

5.12.3.3 With regard to the information to be provided pursuant to 5.12.3.2 (a):

(a) Fujitsu Services shall be allowed to remove any confidential information of the Sub-contractor provided that where such information is the cause or likely cause of a material adverse impact on the agreed timescale or budget for a Fujitsu Services or Sub-contractor deliverable that information is provided to Post Office appropriately modified only to protect its confidentiality; and

(b) variations may be agreed between the Parties on a case by case basis.

5.12.3.4 Fujitsu Services shall invite Post Office to attend progress meetings with each Sub-contractor appointed to carry out Development Services a minimum of once a month or to each progress meeting if they are held less frequently than once a month.

Offshore Development

5.13 Fujitsu Services will propose which components of a solution are to be produced offshore on a case-by-case basis and which aspects of development (design, development, test) are to be produced offshore. Fujitsu Services shall provide reasonable notice to Post

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Office to consider such proposals and shall seek Post Office agreement to these proposals before they are implemented, such agreement not to be unreasonably withheld. The decision to offshore the development of a component will be based on information that will include architectural considerations, skills availability, development knowledge, support constraints and security measures.

5.14 Before Fujitsu Services proposes to Post Office, pursuant to paragraph 5.13, that any development work be undertaken offshore, Fujitsu Services shall, at no cost to the Post Office, carry out an assessment of the potential risks involved in such work being undertaken offshore. Such assessment shall consider any potential risks arising from the physical, logical and management security standards to be followed by the offshore developer undertaking such work.

5.15 Fujitsu Services shall disclose to Post Office (a) the results of the assessment referred to in paragraph 5.14 and (b) details of the processes, procedures, systems and controls it has or intends to put in place to address the risks identified in that assessment. The commencement of any offshore development work shall be conditional on Post Office confirming to Fujitsu Services that it is satisfied with such assessment and such processes, procedures, systems and controls.

5.16 In the event that the Parties agree that it is necessary for the offshore developer to be required to put in place any of the following security measures in respect of any development work undertaken by it offshore:

(a) physically isolating its development environment for the development work commissioned by Fujitsu Services on behalf of the Post Office from other areas, with access restricted to only those resources of the offshore developer who are carrying out such activities; and

(b) isolating the offshore developer's networks for such development environment from other areas and other networks including data security, network security, server security, document security and web security; then

as part of any such agreement, the Parties shall also agree any additional charges to be paid by Post Office for those measures, such charges to reflect any additional costs incurred by the offshore developer in implementing those measures.

5.17 Fujitsu Services shall be responsible for ensuring that the offshore developer implements and observes any security measures disclosed to Post Office pursuant to paragraph 15.13 (to the extent they are relevant to the offshore developer) or agreed by the Parties pursuant to paragraph 5.16. Other than as referred to in paragraph 5.16, the cost of such security measures shall be borne by Fujitsu Services.

6. COMPETITIVE APPROACH

6.1 Having undertaken the Strategic Approval Stage and the Start-up and Feasibility Stage, Post Office may decide to adopt a competitive approach for the development project in which case the terms on which any subsequent Development Services are provided by Fujitsu Services in relation to that development project will be determined through a competitive process. Post Office shall specify the requirements and processes to be

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applied to such competitive procurement, dividing the tasks into Work Packages which may replicate the Development Lifecycle Stages.

6.2 If Post Office decides to adopt a competitive approach, the following provisions shall apply:

6.2.1 If paragraph 2.1.2 applies in respect of a Work Package, Post Office shall procure that Work Package from Fujitsu Services.

6.2.2 If Fujitsu Services has been appointed as the Preferred Systems Integrator and a Work Package involves Systems Integration then, unless paragraph 2.1.2 applies, Fujitsu Services shall be invited to compete for that Work Package in accordance with paragraph 3.6 of Schedule A1.

6.2.3 In all other cases, Fujitsu Services shall not unreasonably be refused by Post Office an opportunity to compete for any of the Work Packages.

6.3 All Work Packages awarded to Fujitsu Services as part of the competitive process envisaged by this paragraph shall be procured by Work Order agreed under the Work Ordering Procedure. Unless the Parties agree otherwise, the provisions of paragraph 5.6 to 5.12 shall apply in relation to such Work Orders.

6.4 Post Office shall, with assistance from Fujitsu Services in relation to Work Packages awarded to Fujitsu Services, plan the stages involved in development work in order to achieve appropriate time to market that may involve overlapping stages between Post Office and its suppliers, including Fujitsu Services. However there shall be discrete decision points such that Fujitsu Services shall be aware whether work undertaken by it in one stage shall be followed by a competitive procurement in relation to the next stage.

6.5 Post Office may procure from Fujitsu Services the establishment of a test environment for use by a third party developer, where required, as a specific Work Order at the rates and charges set out in paragraph 10 of Schedule D1.

7. ACCESS TO AND PROVISION OF DOCUMENTATION RELATING TO THE HORIZON SERVICE INFRASTRUCTURE

7.1 Post Office shall be entitled to have access to and use of Horizon Design Documentation for any one or more Design Purposes subject to and in accordance with Clauses 30.15.

7.2 Internal Design Documentation

Any Internal Design Documentation to which Post Office is entitled to have access shall be provided by Fujitsu Services to Post Office on an 'as is' basis without warranty or commitment as to its quality, accuracy, completeness or fitness for purpose (all implied warranties being excluded to the fullest extent permitted at law).

7.3 Specially Commissioned Design Documentation

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7.3.1 Post Office may commission Fujitsu Services to produce specially commissioned design documentation for one or more Design Purposes ("Specially Commissioned Design Documentation").

7.3.2 Fujitsu Services warrants that such Specially Commissioned Design Documentation shall be produced by appropriately qualified, experienced and trained personnel with all due skill, care and diligence taking into account good industry practice and their previous roles within Fujitsu Services relevant to the subject matter of this Agreement, but any other implied warranties are excluded to the fullest extent permitted at law.

7.4 Any Fujitsu Services Professional Services required by the Post Office or an applicable third party to interpret the Horizon Design Documentation shall be provided to the Post Office on a time and materials basis on the rates set out in Schedule D1, paragraph 10 and shall be subject to the confidentiality undertakings set out in Clause 30.15.2.

8. ASSOCIATED DOCUMENTS

The following CCDs are associated with this Schedule B1.1:

	Document Reference	**Document Title**
1.	VI/STR/086	T Release Testing Strategy (Post S92 Testing Strategy) (CCD to be developed pursuant to paragraph 5.10.1)
2	TST/GEN/STG/0004	Generic Testing Approach for HNG-X (CCD to be developed pursuant to paragraph 5.10.2)
3.	PA/PRD/013	Horizon Generic Release Acceptance Process
4.	PGM/PAS/PRO/0008	Generic Release Acceptance Process for HNG-X (CCD to be developed pursuant to paragraph 5.11.2)
5.	PA/STR/003	Pathway Release Policy
6.	SD/STD/001 (Replaced) DES/APP/STD/0001	Horizon Office Platform Service Style Guide (Replaced) HNGX-UI Style Guide
7.	VI/STR/064	Testing Approach for the Horizon System

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The following CRDs are associated with this Schedule B1.1:

	Document Reference	**Document Title**
	No CRDs Applicable	

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SCHEDULE B1.2

SIP

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections
2.0	25/01/07	Baseline copy of 1.1
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	14/09/09	Adding provisions for SIP Executive Meetings
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to V8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Moving all Schedules to V14.0

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SYSTEMS INTEGRATION PARTNERSHIP

SCHEDULE B1.2

1. OBJECTIVES

1.1 The Parties intend that the SIP will act as a means of achieving the Joint Objectives set out in Recitals (E)(d) to (g) (inclusive) of this Agreement.

1.2 The Parties agree that the key objectives of the SIP will be to:

1.2.1 identify initiatives to achieve Strive, with a particular emphasis on the delivery of value added opportunities;

1.2.2 propose methods and processes for the management and overseeing of the application and development of Post Office's information technology systems, so as to drive value from Post Office's investment in information technology and meet its overall business objectives; and

1.2.3 provide a mechanism through which innovative techniques, applications and solutions can be developed and used to achieve the Joint Objectives set out in Recitals (E)(d) to (g) (inclusive) of this Agreement.

2. OPERATION OF SIP

2.1 In connection with the SIP, Post Office shall have the option exercisable from time to time to request and Fujitsu Services shall provide, subject to and in accordance with paragraph 5, one or more personnel up to a maximum of 15 Fujitsu Services personnel at any one time, or such other numbers of Fujitsu Services personnel as the Parties may agree from time to time, to form part of the SIP Team, each such individual being a "Fujitsu Services SIP Team Member".

2.2 Members of the SIP Team shall be deployed by Post Office in accordance with paragraph 4.1.2 and each member shall be under the day to day management of Post Office in relation to the tasks performed by that member in accordance with paragraph 2.4.

2.3 Upon provision of a Fujitsu Services SIP Team Member in accordance with paragraph 5, the SIP Lead Manager will:

2.3.1 provide success criteria and objectives for the duration of that member's engagement, as agreed with the Fujitsu Services Subject Lead for the Systems Integration Partnership and Executive Relationship; and

2.3.2 have the right at all times, upon reasonable grounds, to require Fujitsu Services to remove a Fujitsu Services SIP Team Member prior to the end of the term of their engagement as a member of the SIP Team, and (if requested in

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accordance with paragraph 5.1) to replace a Fujitsu Services SIP Team Member, and Fujitsu Services shall comply with such request as soon as reasonably practicable following receipt. In each case Post Office shall not incur any liability in relation to any such removal or replacement. At Fujitsu Services' request, Post Office shall provide Fujitsu Services with its reasons for requiring Fujitsu Services to remove a Fujitsu Services SIP Team Member.

2.4 The members of the SIP Team shall carry out such tasks as are allocated to them by Post Office from time to time to meet the objectives in paragraph 1, including tasks in the following areas and for the following purposes:

2.4.1 to take the lead in establishing and developing the enterprise architecture, the associated programme management and selection of suitable related information tools and processes;

2.4.2 to carry out scoping, strategy and feasibility studies from time to time as requested by Post Office;

2.4.3 to propose and identify appropriate development methodologies for use on new projects and programmes of work;

2.4.4 to propose and drive initiatives to achieve net savings in Post Office's costs in respect of current and future IT developments;

2.4.5 to assist in formulating and documenting Post Office IT strategic plans;

2.4.6 to assist in formulating and validating Post Office business cases (including the specification of Post Office's business requirements relating to information systems and services);

2.4.7 to provide or facilitate the provision of to Post Office information relating to and/or access to new technology, concepts and techniques developed or accessible by the Fujitsu Services Group or Fujitsu Limited:

2.4.7.1 where such information or access would be relevant to and capable of application to the Services or Fujitsu Services' role (if appointed) as Preferred Systems Integrator; and

2.4.7.2 only in so far as Fujitsu Services is entitled to provide to Post Office such information or access;

2.4.8 to carry out initiatives brought by Fujitsu Services into any strategies that:

2.4.8.1 create net savings in Post Office's non-IT costs; or

2.4.8.2 create additional revenue from new product developments; and

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2.4.9 to undertake requirements assurance to determine whether initiatives meet Post Office's business objectives.

2.5 Fujitsu Services shall ensure it provides members for the SIP Team in accordance with paragraph 5 who have such skills, expertise, access to and knowledge of technology as required to perform the role requested in accordance with paragraph 5.1.1 and to meet the objectives in paragraph 1.

3. SIP RELATIONSHIP AND GOVERNANCE

3.1 The governance of the SIP shall be in accordance with the Systems Integration Partnership and Executive Relationship as set out in Schedule A2 and any Disputes arising in respect of this Relationship shall be dealt with in accordance with Schedule A2 to this Agreement.

3.2 The Parties agree that the provisions relating to the SIP in Schedule A2 will be used as means of deploying, and utilising, the SIP Team effectively on tasks with a view to leading to the achievement of Gain Share.

4. SIP LEAD MANAGER RESPONSIBILITIES

4.1 In relation to the SIP, the SIP Lead Manager shall be responsible for:

4.1.1 requesting members of the SIP Team;

4.1.2 deploying and managing members of the SIP Team, subject to any directions given by the Systems Integration Partnership and Executive Relationship;

4.1.3 reporting on SIP activities and achievements to the Systems Integration Partnership and Executive Relationship;

4.1.4 approving replacements of, or removing, members of the SIP Team from time to time; and

4.1.5 producing and maintaining a rolling plan for the activities to be undertaken by members of the SIP Team.

5. POST OFFICE ORDERING OF SIP RESOURCE

5.1 Any request for Fujitsu Services member(s) of the SIP Team shall be made by the SIP Lead Manager to Fujitsu Services in accordance with Schedule D2 as a request for a Work Package and such request shall specify in writing (as a minimum):

5.1.1 the proposed role, skills and expertise required;

5.1.2 the preferred start date; and

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5.1.3 the proposed duration of the proposed engagement.

5.2 Following a request under paragraph 5.1, Fujitsu Services shall offer as soon as reasonably practicable appropriate member(s) for the SIP Team for the proposed role(s) in accordance with Schedule D2 in response to that request for a Work Package, being either a person:

5.2.1 specifically requested by Post Office; or

5.2.2 if no such request is made or that person is unavailable, a person Fujitsu Services considers suitable for the proposed role.

5.3 Post Office shall have the right, at its sole discretion, to approve or reject any person put forward by Fujitsu Services for a proposed role but shall otherwise take up the offer made by Fujitsu Services, if it wishes to do so, by means of a Work Order in accordance with Schedule D2.

5.4 Each engagement of a Fujitsu Services SIP Team Member shall be subject to the terms and conditions set out in annex D of the CCD entitled "Standard Terms and Conditions for Work Orders" (BP/STD/003) and the execution of a personal confidentiality undertaking pursuant to paragraph 10.

5.5 Notwithstanding the agreed duration for the engagement of a Fujitsu Services SIP Team Member as a member of the SIP Team, Fujitsu Services shall be entitled to undertake rotation of Fujitsu Services SIP Team Members, planned in consultation with Post Office, to ensure members of the SIP Team provided by Fujitsu Services have the requisite skills and/or knowledge refresh. For the purposes of this paragraph 5.5, 'rotation' shall mean the removal of a Fujitsu Services SIP Team Member from the SIP Team and his replacement and/or his allocation to a different role within the SIP Team.

5.6 If required by Post Office, Fujitsu Services will procure that the relevant Fujitsu Services SIP Team Member will undertake his or her duties at a Post Office site as directed by the SIP Lead Manager.

5.7 Fujitsu Services shall not be obliged to make any Fujitsu Services SIP Team Member available for service during any period of incapacity on the part of that member due to illness or injury. In such circumstances, Post Office shall have the right to require the removal of that individual from the SIP Team in accordance with paragraph 2.3.2 where such individual is incapacitated for a period of one month or more (as aggregated) during the term of his or her engagement and such right shall, for the purposes of paragraph 2.3.2, be deemed to be upon reasonable grounds in such circumstances.

6. CHARGES FOR SIP RESOURCE

The SIP Charges shall apply in accordance with the provisions of paragraph 11 of Schedule D1.

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7. GAIN SHARE

7.1 On the basis that the SIP Charges are derived from Fujitsu Services' costs of employment as described in paragraph 11 of Schedule D1, the Parties intend that the mechanism of Gain Share will operate as a means of recognising contributions made by the SIP Team in achieving the Joint Objectives set out in Recitals (E)(d) to (g) (inclusive) of this Agreement.

7.2 Accordingly, the sharing of any benefits resulting from cost saving initiatives or future development work arising out of the tasks carried out by the SIP Team shall be determined in accordance with Schedule D3.

8. FUJITSU SERVICES RESPONSIBILITY

Fujitsu Services shall be responsible for the acts and omissions of Fujitsu Services SIP Team Members as though such acts or omissions were Fujitsu Services', save if and to extent such acts or omissions directly relate to tasks duly performed by Fujitsu Services SIP Team Members that have been allocated to such individuals in accordance with paragraph 2.4 under Post Office management pursuant to paragraph 2.2, in which case, notwithstanding Clause 58, Post Office shall, without prejudice to paragraph 2.5 of this Schedule and clause 9.2 of Annex D of the CCD entitled "Standard Terms and Conditions for Work Orders" (BP/STD/003), be responsible for such acts and omissions.

9. POST OFFICE INDEMNITY

Post Office shall indemnify and keep indemnified Fujitsu Services against any and all liability suffered or incurred by Fujitsu Services as a result of claims made against it by any of the Fujitsu Services SIP Team Members arising out of or in connection with, during the course of performing their role as a Fujitsu Services SIP Team Member, acts or omissions of Post Office, its employees, contractors or SIP Team members (other than SIP Team members provided by Fujitsu Services) (including, without limitation, any acts or omissions in respect of the Post Office exercising its rights under paragraphs 2.3.2 or 5.7), if and to the extent such acts or omissions constitute harassment or discrimination by the Post Office.

10. CONFIDENTIALITY

10.1 In relation to the SIP:

10.1.1 Fujitsu Services shall procure that each Fujitsu Services SIP Team Member shall execute a personal confidentiality undertaking in the form attached in the Annex A to this Schedule B1.2 which shall govern the disclosure of Confidential Information insofar as such Confidential Information is obtained in the course of that person carrying out his or her role in the SIP and which:

10.1.1.1 relates to IT technologies and solutions, service management, prices, services, contracts or other proprietary information or commercial

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affairs of Post Office, a member of the Royal Mail Group or any IT suppliers; or

10.1.1.2 relates to any procurement or other supplier selection activity undertaken by Post Office; or

10.1.1.3 relates to Post Office's management of Fujitsu Services and its subcontractors or its management of other IT suppliers, including without limitation, budgets, business cases, project authorisation, change control and disputes; or

10.1.1.4 relates to the specification, review and approval of work that may be awarded to Fujitsu Services or other IT suppliers; or

10.1.1.5 is normally only accessible by employees of Post Office or a member of the Royal Mail Group and to which the Fujitsu Services SIP Team Member is given access in the course of carrying out his or her assignment with Post Office and was made aware or ought reasonably to have been aware of such restricted access; or

10.1.1.6 is stated in writing by Post Office to be Confidential Information disclosed for the purposes of the activities of the SIP,

("SIP Confidential Information");

10.1.2 Fujitsu Services shall ensure that all employees and directors of Fujitsu Services who work with Fujitsu Services SIP Team Members are aware that such members are required to keep SIP Confidential Information confidential and that if such employees or directors should obtain any SIP Confidential Information that they too shall keep it confidential and keep it secure in the same way as Fujitsu Services secures its own Confidential Information.

10.1.3 At any time on written demand from Post Office, the SIP Confidential Information and all documents and other materials in which it is contained (including all copies) in the possession or control of Fujitsu Services SIP Team Members, Fujitsu Services, a member of the Fujitsu Services Group or a subcontractor of Fujitsu Services shall be delivered to Post Office or destroyed, if Post Office so chooses, as soon as is reasonably practical;

10.1.4 Fujitsu Services shall:

10.1.4.1 procure that each Fujitsu Services SIP Team Member complies with the terms and conditions of his or her personal confidentiality undertaking entered into in accordance with paragraph 10.1.1;

10.1.4.2 ensure that no employee of Fujitsu Services, a member of the Fujitsu Services Group or its subcontractors who is not a Fujitsu Services SIP

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Team Member solicits disclosure of any SIP Confidential Information from any Fujitsu Services SIP Team Member; and

10.1.4.3 ensure that SIP Confidential Information in the possession or control of each Fujitsu Services SIP Team Member in tangible form is returned to Post Office and all electronic copies of such information in the possession or control of the Fujitsu Services SIP Team Member are irretrievably deleted on completion of that Fujitsu Services SIP Team Member's assignment to the SIP;

10.1.5 this paragraph 10 shall not be deemed to imply the grant of Fujitsu Services' agreement or consent to the disclosure by Post Office to a third party of (i) any Confidential Information under this Agreement or (ii) other information disclosed to Post Office by Fujitsu Services pursuant to an obligation of confidentiality; and

10.1.6 Post Office shall ensure that it has obtained all agreements and consents necessary for the disclosure of any third party information to Fujitsu Services SIP Team Members, including as may be required under the FOIA or the EIR, in respect of which paragraph 2.9 of Schedule A4 shall apply.

11. SIP AND EXECUTIVE RELATIONSHIP

11.1 In relation to the SIP and Executive Relationship meetings Fujitsu Services shall procure that before any disclosure or discussion of SIP Confidential Information takes place;

11.1.1 both parties will sign the Confidentiality Agreement attached to this Schedule as Annex B;

11.1.2 each FS SIP and Executive Relationship member (As defined in Annex B to this Schedule, paragraph 1.1) must sign a SIP and Executive Relationship Undertaking Form, attached as Annex C to this Schedule; and

11.1.3 each FS SIP and Executive Relationship member must have read and understood the provisions of the Confidentiality Agreement.

12. ASSOCIATED DOCUMENTS

12.1 The following CCDs are associated with this Schedule B1.2:

	Document Reference	Document Title
1.	BP/STD/003	Standard Terms and Conditions for Work Orders

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12.2 There are no CRDs associated with this Schedule B1.2.

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ANNEX A

Form of Undertaking

To: [ ]

Fujitsu Services Limited.
Post Office Account
Lovelace Road
Bracknell
Berks RG12 8SN

1. I am [an employee of][contracted to] Fujitsu Services Limited and have been assigned to a role in the Systems Integration Partnership established by Post Office Limited.

2. I confirm that I have received a copy of the confidentiality provisions set out in paragraph 10 of Schedule B1.2 of the Agreement between Post Office Limited and Fujitsu Services Limited dated 28th July 1999 (as amended) relating to information I may receive in that role (the "Confidentiality Provisions").

3. I will deal with all SIP Confidential Information in accordance with the manner prescribed in the Confidentiality Provisions and I undertake to keep such information safe and confidential, as set out in the Confidentiality Provisions. 5.The definitions contained in the Confidentiality Provisions shall apply in this undertaking.

6. I, the undersigned individual, acknowledge and agree that nothing in this undertaking shall confer on any third party any benefit, nor the right to enforce any of its provisions.

Signed:

Name:

Date:

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ANNEX B – Confidentiality Agreement

Acceptance of Information in Confidence from Post Office LTD.

BETWEEN

1. **POST OFFICE LTD**. Registered in England and Wales, under registered number 2154540, whose registered office is 148 Old Street, London EC1V 9HQ ("POL"), and;**Fujitsu Services Limited** whose registered office is at 22 Baker Street, London W1U 3BW ("Fujitsu").

RECITAL

Pursuant to arrangements between the parties, a Systems Integration Partnership ("SIP") has been established (as defined below). Members of the SIP and Executive Relationship (as defined below) will discuss Special Confidential Information (as defined below) and the parties have agreed that the following terms shall apply to such provisions.

AGREEMENT

1. Definitions used in this Agreement:

1.1. **Fujitsu SIP and Executive Relationship Member** means a Fujitsu employee attending the SIP and Executive Relationship meeting.

1.2. **Fujitsu SIP Member** means an employee of Fujitsu or an individual who, whilst not an employee, performs the tasks of employees under contract to Fujitsu who, by agreement between the parties, is assigned to a role in the SIP.

1.3. **Other Agreements** means the agreement between POL and Fujitsu dated 28 July 1999 and any other written non-disclosure or confidentiality agreement between them;

1.4. **Other IT Suppliers** means any company other than Fujitsu (and its subcontractors) which provides (or is being considered as a potential provider of) IT services, other services or equipment to POL.

1.5. **SIP and Executive Relationship** means a contractual meeting to govern the Systems and Integration Partnership and Executive Relationship set out in Schedule A2 of the Main Agreement.

1.6. **Special Confidential Information** means information which the Fujitsu SIP Members obtain in the course of carrying out their roles in the SIP and which:

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1.6.1. relates to IT technologies and solutions, service management, prices, services, contracts or other proprietary information or commercial affairs of Other IT Suppliers; or

1.6.2. relates to any procurement or other supplier selection activity undertaken by POL; or

1.6.3. relates to POL's management of Fujitsu and its subcontractors or its management of Other IT Suppliers, including without limitation, budgets, business cases, project authorisation, change control and disputes; or

1.6.4. relates to the specification, review and approval of work that may be awarded to Fujitsu or Other IT Suppliers; or

1.6.5. is normally only accessible by employees of POL, its holding company or a member of its holding company's group and to which the Fujitsu SIP and Executive Relationship Member has access in the course of carrying out their assignment with POL; or

1.6.6. is stated in writing to be such by POL.

1.7 **Systems Integration Partnership ("SIP")** means the team established by POL comprised of SIP Members, employees of POL and individuals who, whilst not employees of POL, performs the tasks of such employees under contract to POL, to carry out such tasks (related to the development of POL's business and systems architecture and the specification of POL's business requirements relating to information systems and services) as POL may from time to time assign to that team.

2. Fujitsu shall provide each Fujitsu SIP and Executive Relationship Member, before they attend any SIP and Executive Relationship meeting, with a copy of this Agreement, and shall ensure that no Fujitsu SIP and Executive Relationship Member takes up such role without having first executed a personal confidentiality undertaking in the form set out in the Annex.

3. Fujitsu shall ensure that:

3.1. Fujitsu SIP and Executive Relationship Members do not disclose Special Confidential Information to any person other than POL employees, individuals who perform the tasks of such employees within POL, other Fujitsu SIP and Executive Relationship Members, SIP members, and such other persons as POL may authorise in writing to receive it;

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3.2. Special Confidential Information is used only for the purposes of performing tasks assigned to the Fujitsu SIP Members and discussion at the SIP and Executive meetings, or other purposes for which it is provided, as specified by POL to each Fujitsu SIP and Executive Relationship Member. In the case of information provided by or relating to another IT Supplier, such purpose is restricted to POL's procurement or receipt of services or equipment from such supplier unless POL advises the Fujitsu SIP and Executive Relationship Member otherwise;

3.3. No employee of Fujitsu or its subcontractors who is not a Fujitsu SIP and Executive Relationship Member or Fujitsu SIP Member solicits disclosure of any Special Confidential Information from any Fujitsu SIP and Executive Relationship Member; and

3.4. Special Confidential Information held by each Fujitsu SIP and Executive Relationship Member in tangible form is returned to POL and all electronic copies of such information held by the Fujitsu SIP and Executive Relationship Member are irretrievably deleted on completion of that Fujitsu SIP and Executive Relationship Member's assignment as a SIP and Executive Relationship Member.

4. Fujitsu shall ensure that all employees and directors of Fujitsu who work with Fujitsu SIP and Executive Relationship Members are aware that Fujitsu SIP and Executive Relationship Members are required to keep Special Confidential Information confidential and that if such employees or directors should obtain any SIP Confidential Information (or other Fujitsu directors or employees in receipt of Special Confidential Information) that they too shall keep it confidential and keep it secure in the same way as Fujitsu secures its own confidential information. At any time on written demand from POL, the Special Confidential Information and all documents and other materials in which it is contained (including all copies) in the possession or control of Fujitsu or a subcontractor of Fujitsu shall be delivered to POL or destroyed, if POL so chooses, as soon as is reasonably practical.

5. Neither this Agreement nor, for the avoidance of doubt, any undertaking signed by a Fujitsu SIP and Executive Relationship Member in the form set out in the Annex shall apply to Special Confidential Information;

5.1. which can be shown to have been published or lawfully known to Fujitsu from some source other than POL; or

5.2. lawfully known to the Fujitsu SIP and Executive Relationship Member other than in the course of his assignment; or

5.3. which becomes publicly available other than through a breach of this Agreement or a breach of any Other Agreement; or

5.4. which has been or is subsequently disclosed to Fujitsu under any Other Agreement.

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6. This Agreement shall not be deemed to imply the grant of or agreement to grant a licence of any of its intellectual property rights by POL.

7. For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit nor the right to enforce any term of this Agreement.

8. This Agreement shall not be deemed to imply the grant of Fujitsu's agreement or consent to the disclosure by POL of any information disclosed to POL by Fujitsu under any Other Agreement, other than in accordance with such Other Agreement.

9. This Agreement is governed by and shall be construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the High Court of England and Wales.

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Signed by _____

for and on behalf of Fujitsu Services Limited

Name in block capitals: Guy Wilkerson

Title: Commercial Director

Address: Lovelace Road,

Bracknell

RG12 8SN

Date:

Signed by _____

For and on behalf of Post Office Limited

Name in block capitals:

Title:

Address:

Date:

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ANNEX C

SIP and Executive Relationship Undertaking Form

To: [NAME]

Fujitsu Services Ltd.

Post Office Account

Lovelace Road

Bracknell

Berks RG12 8SN

1. I am an employee of Fujitsu Services Limited who will be attending the SIP and Executive Relationship meeting.

2. I confirm that I have received a copy of the confidentiality agreement between Post Office Limited and Fujitsu Services Limited dated xx/xx/xxxx relating to information I may be involved in discussions of in the SIP and Executive Relationship meeting (the "Confidentiality Agreement").

3. I will deal with all Special Confidential Information in accordance with the manner prescribed in the Confidentiality Agreement and I undertake to keep such information safe and not to disclose it to any person not entitled to receive it, as set out in the Confidentiality Agreement.

4. The definitions contained in the Confidentiality Agreement shall apply in this undertaking.

5. Fujitsu Services Limited and the undersigned individual acknowledge and agree that nothing herein shall confer on any third party any benefit, nor the right to enforce any of its provisions.

Signed:

Name:

Date:

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SCHEDULE B1.3

BRANCH HARDWARE IMPLEMENTATION SERVICES

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to V8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Updating as per CCN1423c and moving all Schedules to v11.0 in accordance with CCN1604
12.0	03/07/17	Moving all Schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Updating as per CCN1649 and moving all Schedules to v14.0

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SCHEDULE B1.3

BRANCH HARDWARE IMPLEMENTATION SERVICES

1. DEFINITIONS

In this Schedule B1.3 the term Branch shall have the same meaning as set out in Schedule1 (Interpretation), save that where Implementation activities occur in respect of other premises such as, without limitation, CTOs, the term Branch in this Schedule B1.3 shall, in respect of such Implementations, be read to include such premises.

2. INTRODUCTION

This Schedule B1.3 sets out provisions and governing principles regarding the Implementation of Branch Hardware and Stand-Alone Hardware.

3. HARDWARE IMPACT ASSESSMENT

3.1 Where Post Office wishes to carry out the Implementation of Branch Hardware it shall procure a Hardware Impact Assessment from Fujitsu Services.

3.2 Where Post Office wishes to carry out the Implementation of Stand-Alone Hardware it may procure a Hardware Impact Assessment from Fujitsu Services.

3.3 Where Hardware Impact Assessments for Branch Hardware or Stand-Alone Hardware are procured in accordance with paragraphs 3.1 or 3.2 of Schedule B1.3, such Hardware Impact Assessments shall be carried out by the Parties jointly.

4. IMPLEMENTATION OF BRANCH HARDWARE AND STAND-ALONE HARDWARE

4.1 Where following Hardware Impact Assessment Post Office decides to proceed with Implementation and procure the applicable Branch Hardware or Stand-Alone Hardware Post Office shall either:

4.1.1 procure the entire Implementation (other than elements specifically reserved to Post Office) from Fujitsu Services; or

4.1.2 procure certain of those elements of the Implementation from Fujitsu Services and either carry out the remaining elements itself or contract with third parties to do so.

4.2 The table set out in the Annex to this Schedule sets out a non-exhaustive list of those elements of the Implementation of Branch Hardware or Stand-Alone Hardware which may be carried out by Post Office, Fujitsu Services and third parties.

4.3 Where Fujitsu Services is intended to carry out the whole, or any element, of the Implementation of Branch Hardware (including a Hardware Impact Assessment and related planning activities) the Work Ordering Procedure shall be used for the relevant Work Package Elements and the provisions of paragraph 5 of this Schedule shall apply

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to such Implementation in addition to the Change Work Order agreed as part of the relevant Work Order. In the event of any conflict between such Change Work Order and the provisions of this Schedule, the Change Work Order shall prevail.

4.4 Where Fujitsu Services is intended to carry out the whole, or any element, of the Implementation of Stand-Alone Hardware, the Work Ordering Procedure shall apply and the provisions of paragraph 5 shall apply as though references to "Branch Hardware" were to "Stand-Alone Hardware".

4.5 Where any third party carries out the whole, or any element, of the Implementation of Branch Hardware or Stand-Alone Hardware, the provisions of paragraph 6 of this Schedule shall apply to such Implementation.

5. PROVISIONS APPLICABLE TO ELEMENTS OF IMPLEMENTATION PROVIDED BY FUJITSU SERVICES

5.1 Charges

Fujitsu Services' prices for Implementation, or any element of Implementation, shall be based, unless otherwise agreed by the Parties, on the principles set out in paragraph 13.4 of Schedule D1.

5.2 Liability, Risk And Title

Where Fujitsu Services (or its chosen third party supplier) carries out Installation it shall be liable for any damage to:

5.2.1 physical property (including, for the avoidance of doubt, damage to the Infrastructure) together with any reasonable costs incurred by Post Office in repairing such damage (including the cost of work involved); and

5.2.2 data (in which case Fujitsu Services is responsible for retrieving such data),

which occurs at a Branch as a direct result of such Installation work.

5.3 Non-technical support

For each Installation Post Office shall provide non-technical operational support (e.g. access to Branches).

6. PROVISIONS APPLICABLE WHERE ELEMENTS OF IMPLEMENTATION PROVIDED BY POST OFFICE OR A THIRD PARTY

6.1 Commercial/Contractual Relationship

The commercial/contractual relationship between Post Office, Fujitsu Services and any third party supplier, including the charges payable to Fujitsu Services by Post Office, shall be agreed on a case by case basis for each Implementation. The parties may adopt whatever commercial/contractual structure is appropriate for the particular

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circumstances. However, the commercial/contractual arrangement must take into account the impact on the systems and services provided to Post Office by Fujitsu Services. Fujitsu Services shall not unreasonably refuse to accept proposed commercial/contractual terms for the Implementation of Branch Hardware or Stand-Alone Hardware. Fujitsu Services may base its decision to reject proposed terms on commercial and/or an adverse outcome of Hardware Impact Assessment.

6.2 Branch Hardware Procurement

Until 31st March 2015, where Post Office procures Branch Hardware from a third party, a warranty clause (the terms of which shall be agreed with Fujitsu Services, such agreement not to be unreasonably withheld) must form part of the purchase agreement for the Branch Hardware between the Post Office and the third party. Until 31st March 2015, prior to physical transfer of the Branch Hardware to Fujitsu Services or incorporation of the Branch Hardware into the Infrastructure (whichever is earlier) Post Office shall use reasonable endeavours to transfer to Fujitsu Services the benefit of and right to the third party warranty provisions.

6.3 Installation

6.3.1 Fujitsu Services shall not unreasonably refuse to give Post Office, or its designated supplier, the authority to disconnect and reconnect elements of the Infrastructure at Branches as part of an Installation.

6.3.2 Where Post Office (or its chosen third party supplier) carries out Installation it shall be liable for any damage to physical property or data which occurs at a Branch (including, for the avoidance of doubt, damage to the Infrastructure) as a direct result of such Installation work.

6.3.3 Notwithstanding paragraph 6.3.2, where Post Office or its third party supplier carries out Installation work, Fujitsu Services shall be liable for any damage to the Infrastructure or data in accordance with paragraph 5.2 where:

6.3.3.1 such damage occurred as a result of the Post Office or its chosen third party supplier carrying out such Installation work in accordance with installation specifications provided by Fujitsu Services;

6.3.3.2 the damage would not have occurred if the Fujitsu Services installation specifications had not been followed; and

6.3.3.3 Post Office or its third party supplier acted in the manner of a reasonable and skilled provider of Installation services in following the installation specifications.

6.4 Service Levels

Fujitsu Services shall be granted relief from any applicable Service Levels:

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6.4.1 where such relief is agreed as part of the contractual arrangements for the Implementation; and/or

6.4.2 to the extent that performance in respect of such Service Levels is impacted by Implementation activities carried out by Post Office or Post Office's third party supplier, save where the Service Level impact results from Fujitsu Services carrying out obligations which Fujitsu Services is contractually required to undertake as part of the Implementation,

such relief to be agreed by the Service Management Relationship.

7. ASSOCIATED DOCUMENTS

7.1 There are no CCDs associated with this Schedule B1.3.

7.2 There are no CRDs associated with this Schedule B1.3.

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ANNEX TO SCHEDULE B1.3

IMPLEMENTATION OF BRANCH HARDWARE AND STAND-ALONE HARDWARE

SERVICE TYPE	SERVICE ELEMENT DESCRIPTION	PARTY/PARTIES WHICH MAY CARRY OUT THE SERVICE ELEMENT (Yes/No = "Y" or "N")		
		Fujitsu Services	Post Office	Third Party
Hardware Impact Assessment- Branch Hardware		**Y**	**Y**	**Y**
Hardware Impact Assessment- Stand Alone Hardware		**Y**	**Y**	**Y**
Hardware Procurement	(includes procurement of integral software and hardware tools)	**N**	**Y**	**Y**
Implementation Support	Testing of Branch Hardware and provision of test results.	**Y**	**N**	**Y**
	Provision of tests to be carried out by third parties in respect of Branch Hardware.	**Y**	**N**	**Y**
	Rollout of software to the Infrastructure to facilitate Installation.	**Y**	**N**	**Y**
	Provision of bespoke software tools to facilitate connection to or disconnection from the Infrastructure.	**Y**	**N**	**Y**
	The provision of installation specifications in respect of Branch Hardware.	**N**	**N**	**Y**

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	Testing of Stand-Alone Hardware and provision of test results.	**Y**	**Y**	**Y**
	Provision of tests to be carried out by third parties in respect of Stand-Alone Hardware.	**Y**	**Y**	**Y**
	The provision of installation specifications in respect of Stand-Alone Hardware.	**N**	**Y**	**Y**
	Resolution of incidents where such incidents concern the Infrastructure or any of the services or software provided by Fujitsu Services as part of Implementation Support.	**Y**	**N**	**Y**
Installation Management	The booking of Installation procedures with Branches.	**N**	**Y**	**Y**
	Time-tabling Branch Installation visits.	**N**	**Y**	**Y**
	Providing 'first point of contact' support for Installations, directing support queries to relevant parties and, where communicating support responses.	**N**	**Y**	**Y**
Installation	Non-technical assistance (e.g. access to Branches).	**N**	**Y**	**N**
	Branch surveys.	**N**	**Y**	**Y**
	Delivery of Branch Hardware / Stand-Alone Hardware to Branches.	**N**	**Y**	**Y**
	Modification of Branch Hardware / Stand-Alone	**N**	**Y**	**Y**

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	Hardware to facilitate installation of the Branch Hardware / Stand-Alone Hardware.			
	Physical installation, replacement or removal of Branch Hardware / Stand-Alone Hardware.	**N**	**Y**	**Y**
	Testing at Branches to determine/facilitate installation of the Branch Hardware / Stand-Alone Hardware.	**N**	**Y**	**Y**

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SCHEDULE B2

BUSINESS CONTINUITY

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	31/03/10	Applying changes as per CCN1276a
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	CCD Update and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1423c and moving all Schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN 1610 and moving all schedules to V12.0
13.0		Updating as per CCN1616b, CCN1617a and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1648b, CCN1672a and moving all Schedules to v14.0

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SCHEDULE B2

BUSINESS CONTINUITY

1. GENERAL

1.1 Fujitsu Services shall ensure that the Applicable Services are supported by Business Continuity Plans. Where requested by Post Office and agreed by Fujitsu Services (such agreement not to be unreasonably withheld) Fujitsu Services shall ensure that new services are supported by Business Continuity Plans.

1.2 Except in relation to the Payment and Banking Service, Fujitsu Services shall provide Post Office with a copy of every Business Continuity Plan, as and when created. Without prejudice to Fujitsu Services' obligations in respect of the Business Continuity Plans set out in this Schedule B2, the Business Continuity Plans shall not be subject to Post Office approval. For Payment and Banking Service Fujitsu Services shall provide to Post Office on request a high level oversight of its Business Continuity capability in the format of a matrix summary via remote access only

1.3 Fujitsu Services shall ensure that the Business Continuity Plans for the Applicable Services are compatible with the overall service continuity framework set out in the CCD entitled *"HNG-X Business Continuity Framework"* (SVM/SDM/SIP/0001).

1.4 Ownership of all contingency actions shall be identified in the Business Continuity Plans. Contingency actions to be undertaken by Post Office in the event a Business Continuity Plan is activated, shall be agreed by the Parties before inclusion in that plan.

1.5 The Business Continuity Plans shall include activation procedures and time periods within which the contingency measures shall be activated.

1.6 The testing strategy for Business Continuity Plans shall be in two distinct parts:

1.6.1 initial testing before commencing the implementation of new services introduced under the Change Control Procedure; and

1.6.2 regular testing of relevant Service components.

1.7 Except in relation to the Payment and Banking Service, the Business Continuity Plans, the scheduling of regular tests and the review of such tests shall be subject to joint periodic review (at least four times per year) by the Business Continuity Managers, the findings of such reviews to be reported to the Service Management Relationship.

1.8 When a contingency or continuity operation is invoked as a result of a fault in the Applicable Services provided by Fujitsu Services, then the provisions of the relevant Service Description(s) that are affected shall continue to apply.

1.9 Fujitsu Services shall co-operate with Post Office and provide such assistance as is reasonably requested by Post Office for the purposes of business continuity and fail-over testing of End to End Services (excluding the elements of End to End Services provided

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by Fujitsu Services). In the event that such co-operation and assistance is requested by Post Office, Post Office and Fujitsu Services shall agree the method of working and the periods for, timing and frequency of such testing so as to minimise disruption and risks to the operation of the HNG-X Services and/or the HNG-X Service Infrastructure. Fujitsu Services' charges in respect of such co-operation and assistance (which shall be paid by Post Office to Fujitsu Services) shall be calculated on a time and materials basis using Fujitsu Services' rates as set out in paragraph 10.4 of Schedule D1.

1.10 Fujitsu Services shall comply with its obligations (if any) set out under the section entitled "Business Continuity" in the Service Descriptions.

1.11 Fujitsu Services shall carry out an annual assessment of its Business Continuity Plans for the Payment and Banking Service, comprising an awareness, training and exercise & testing programme. Fujitsu Services will ensure that suitable actions are taken to remediate any issues that are identified and shall promptly implement lessons learned and update its Business Continuity Plans as appropriate. Any results of any testing undertaken can be shared via remote facilities, however no actual copies will be supplied to Post Office

1.12 Fujitsu Services shall undertake an independent audit of its Business Continuity Plans for the Payment and Banking Services to ensure that they are compliant with ISO 22301:2019

2. PLAN UPDATES

2.1 Fujitsu Services shall update the CCD entitled "HNG-X Business Continuity Framework" (SVM/SDM/SIP/0001)) to include any:

2.1.1 references to new Business Continuity Plans and/or tests necessary to reflect:

2.1.1.1 any new services introduced under the Change Control Procedure (other than in the case of Payment and Banking Services for which a separate high-level matrix Business Continuity Plan will be shared with Post Office remotely); and

2.1.1.2 changes to Applicable Services brought about as a result of the introduction of new services,

and shall submit that updated CCD to Post Office (for agreement) by the applicable date specified in the relevant project plan (if any) or otherwise agreed between the Parties; and

2.1.2 changes to references to Business Continuity Plans and descriptions of tests (to the level of detail required in the CCD entitled "HNG-X Business Continuity Framework" (SVM/SDM/SIP/0001)) necessary to reflect changes to any Applicable Service such updates to be submitted to Post Office at such times as the changes take place.

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2.2 All updates to the CCD entitled "HNG-X Business Continuity Framework" (SVM/SDM/SIP/0001)) submitted to Post Office in accordance with paragraph 2.1 are subject to agreement by Post Office, such agreement not to be unreasonably withheld.

3. **MISCELLANEOUS**

3.1 In the event of any major business continuity incident ("MBCI"), and when agreed necessary by Post Office and Fujitsu Services' Business Continuity Managers for potential MBCIs, Fujitsu Services shall provide a report according to the principles set out in the Working Document entitled "Operational Level Agreement for Business Continuity between Post Office Ltd and Fujitsu Services" (CON/NGN/005).

4. **Removed by CCN1648b**

5. **Paragraph removed by CCN1610**

5.1 Not Used

5.2 Not Used

5.3 Not Used

6. **ASSOCIATED DOCUMENTS**

6.1 The following CCDs are associated with this Schedule B2:

	Document Reference	**Document Title**
1	SVM/SDM/SIP/0001	HNG-X Business Continuity Framework
2	Not Used	Not Used
3	Withdrawn in CCN1616b	
4	Not Used	Not Used

6.2 There are no CRDs associated with this Schedule B2.

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SCHEDULE B3.1

HNG-X Services

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections by PO
1.2	11/10/06	Further minor corrections from FS
1.3	07/12/06	Further minor corrections from FS
1.4	19/01/07	Further minor amendments
2.0	25/01/07	Baseline copy of 1.4
3.0	23/02/09	Baseline copy of 2.1
3.1	12/06/09	Applying changes as per CCN 1252a
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	31/03/10	Applying all changes as per CCN1276a
6.2	01/04/10	Applying changes as per CCN1270
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Applying changes as per CCN1306a and CCN1294d
9.0	13/01/14	Applying changes as per CCN1349,1307a,1322b, 1329a and CCN1400
10.0	10/09/15	Applying changes as per CCN1409a, CCN1418, CCN1419, CCN1421a and as subsequently amended in this CCNxxxx and moving all Schedules to V10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1423c, CCN1500a, CCN1512c, CCN1600 and moving all Schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN1601b, CCN1602a, CCN1609d, CCN1610, CCN1620c, CCN1621 and moving all Schedules to V12.0
13.0		Updating as per CCN1612b, CCN1616b, CCN1617a, CCN1633a, CCN1637b and CCN1644a and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1641c, CCN1655a, CCN1669a, CCN1672a, CCN1700 and moving all Schedules to V14.0

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HNG-X SERVICES

1. INTRODUCTION

1.1 This Schedule B3.1 sets out the HNG-X Services that shall be performed by Fujitsu Services.

1.2 The four Tables in paragraph 2 of this Schedule B3.1 together set out the HNG-X Services other than the BCSF Service, to be delivered by Fujitsu Services.

1.2.1 Table A contains the Operational Services corresponding to the Operational Charges Table in Annex B to Schedule D1.

1.2.2 Table B contains the Call-Off Services in respect of which additional Charges are payable when such Call-Off Services are ordered under paragraph 7 of Schedule D1.

1.2.3 Table C contains the Service Integration Services, the Charges for which are described within paragraph 8 of Schedule D1.

1.2.4 Table D contains the Third Party Management Services, the Charges for which are described within paragraph 9 of Schedule D1.

1.3 The columns in the Tables in paragraph 2 of this Schedule set out for each HNG-X Service, other than the BCSF Service, the following information:

1.3.1 the name of the HNG-X Service;

1.3.2 the CCD(s) containing the Service Description in accordance with which that service shall be performed prior to the Trigger Event referred to in paragraph 1.3.3;

1.3.3 the event or date identified in the column headed "Trigger Event" at which point the CCD(s) referred to in paragraph 1.3.2 shall be replaced in relation to defining the HNG-X Service and the CCD(s) referred to in paragraph 1.3.4 shall come into effect in relation to defining the HNG-X Service;

1.3.4 the CCD(s) and/or Schedules containing the Service Description in accordance with which that Service shall be performed after the event referred to in paragraph 1.3.3; and

1.3.5 a brief description of the HNG-X Service and information (where necessary) relevant to the Charges.

2. SERVICES

2.1 Table A: Operational Services

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	Operational Service	Initial CCD title and reference	Trigger Event	New CCD/Schedule title and reference	Brief HNG-X Service Description	Brief HNG-X Service Description within the Towers Model
1	Service Desk Service	Horizon Systems Helpdesk: Service Description (CS/SER/002)	Trigger Point T2 (Service Desk Change).	Service Desk: Service Description (SVM/SDM/SD/0001)	The provision of first and second line support to Post Office Branches and other designated groups through the provision of a support desk function.	Expired Service – this Service ceased to be provided by Fujitsu as of the 2nd July 2014, with the transfer of responsibilities for the Service Desk transferring to the Next Supplier on the 16th June 2014,
2	Not used					
3	Operational Business Change (Branch Change) Service	Operational Business Change Branch CCDs	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Operational Business Change (Branch Change) Service: Service Description (SVM/SDM/SD/0014)	This service supports physical changes in Post Office Branch Infrastructure through the provision of a range of services. The service supports both planned and unplanned changes. The charge for this element of the Operational Business Change (Branch Change) Service is the fixed charge set out in Annex B of Schedule D1.	This Service supports changes to the network, system management and application configuration of Post Office locations through the provision of a range of services

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4	Data Centre Operations Service	Service Description for Data Centre Operations Service (CS/SER/007) Service Description for the SAP Hosting Service (CS/SER/022)	Commencement of HNG-X Project Workstream X2 (Migrate Data Centre to HNG-X Configuration).	Data Centre Operations Service: Service Description (SVM/SDM/SD/0003)	Service for managing the HNG-X Central Infrastructure. The Data Centre Operations Service also includes the POLSAP Services. If the circumstances set out in paragraph 6.1 of Schedule D1 arise, Post Office shall pay additional Operational Charges for the Data Centre Operations Service to Fujitsu Services. The POLSAP elements of this Service shall form part of the POLSAP Service with effect from 1 April 2014.	Terminating Service – termination by Post Office before 31st March 2023. Service for managing the HNG-X Central Infrastructure. If the circumstances set out in paragraph 6.1 of Schedule D1 arise, Post Office shall pay additional Operational Charges for the Data Centre Operations Service to Fujitsu Services.
5	Branch Network Service	Not applicable	This Service has no predecessor and shall be applicable from Trigger Point T1 (Amendment Date)	Branch Network: Service Description (SVM/SDM/SD/0011)	Service for managing and supporting the Branch Telecom Infrastructure.	Service for managing and supporting the Branch Telecom Infrastructure. Expiring Service (expiry date is 31st March 2018, it shall not have the right of a mini extension).

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6	Central Network Service	Not applicable	This Service has no predecessor and shall be applicable from Trigger Point T1 (Amendment Date)	Central Network Service: Service Description (SVM/SDM/SD/0012)	Service for managing and supporting the Central Telecom Infrastructure.	Terminating Service – termination by Post Office before 31st March 2023. Service for managing and supporting the Central Telecom Infrastructure.
7	Systems Management Service	Service Description for Systems Management Service (CS/SER/008)	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Systems Management Service: Service Description (SVM/SDM/SD/0006)	Event management and software distribution services.	Event management and software distribution services.
8	Reference Data Management Service	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data (CS/PRD/058)	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Reference Data Management Service: Service Description (SVM/SDM/SD/0013) Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data (CS/PRD/058)	Service for the management of Reference Data.	Service for the management of Reference Data.
9	Third Line Software Support Service	Service Description for Third Line Software Support Service (CS/SER/009),	Commencement of HNG-X Project Workstream X4 (HNG-X	Third Line Support Service: Service Description	Service for the diagnosis of new software Incidents occurring in	Service for the diagnosis of new software Incidents occurring in

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		subject to the proviso that Fujitsu Services shall not be obliged to provide Third Line Software Support Services in respect of Configured POL FS or the SAP Loading Applications.	Application Rollout)	(SVM/SDM/SD /0004)	Branches and the Data Centre.	Branches and the Data Centre.
10	Management Information Service	Management Information Service: Service Description (CS/SER/015) Transaction Benchmark Service: Service Description (CS/SER/010)	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Management Information Service: Service Description (SVM/SDM/SD /0016)	The Service provides a mechanism for the reporting and publishing of Fujitsu Services' achievement of Service Levels and Service Level Targets. The service also provides data for the settlement of liquidated damages, and provides a vehicle for the request of information regarding data captured on the HNG-X Service Infrastructure. The Management Information Service also includes: The Transaction Benchmarking Service.	The Service provides a mechanism for the reporting and publishing of Fujitsu Services' achievement of Service Levels and Service Level Targets. The service also provides data for the settlement of liquidated damages, and provides a vehicle for the request of information regarding data captured on the HNG-X Service Infrastructure. The Management Information Service also includes: The Transaction Benchmarking Service.

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11	Service Management Service	Service Management Service: Service Description (CS/SER/014) Horizon Capacity Management and Business Volumes (PA/PER/033)	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Service Management Service: Service Description (SVM/SDM/SD/0007)	The objectives of the Service are to monitor, manage and maintain the delivery of the Operational Services. This Service also includes: The Capacity Management Service The Release management service.	The objectives of the Service are to monitor, manage and maintain the delivery of the Operational Services. This Service also includes: The Capacity Management Service The Release management service.
12	Reconciliation Service	On Line Services Reconciliation & Incident Management (NB/PRO/002) On Line Services Data Reconciliation Service (CS/SER/018) APS	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Reconciliation Service: Service Description (SVM/SDM/SD/0015)	This Service provides end-to-end reconciliation and incident management procedures required to investigate, report and resolve reconciliation and business incidents.	This Service provides end-to-end reconciliation and incident management procedures required to investigate, report and resolve reconciliation and business incidents.
13	Security Management Service	Service Description for the Security Management Service (CS/SER/016)	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Security Management Service: Service Description (SVM/SDM/SD/0017)	This Service provides a wide range of security related activities required for ISO 27001 compliance.	This Service provides a wide range of security related activities required for ISO 27001 compliance.
14	Application Support Service (Fourth Line)	Not applicable	This Service has no predecessor and shall be applicable from Trigger Point T1	Application Support Service (Fourth Line):	Service provides support for software and system errors which cannot be	Service provides support for software and system errors which cannot be resolved by the

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			(Amendment Date)	Service Description (SVM/SDM/SD/0005)	resolved by the Third Line Software Support Service.	Third Line Software Support Service.
15	CMT Service	Not applicable	This Service has no predecessor and shall be applicable from Trigger Point T1 (Amendment Date)	Communications Management Team: Service Description (SVM/SDM/SD/0019)	Service provides a value add function above the standard incident and problem management service provided by the Service Desk and the Service Management Service.	Expiring Service (expiry date is 31st March 2018).
16	Branch Network Resilience Service	Not Used	Ceased to be provided at Trigger Point 6	Ceased to be provided at Trigger Point 6	Ceased to be provided at Trigger Point 6	Ceased to be provided at Trigger Point 6"
17	Salesforce Support Service	Not applicable	15th August 2012	Salesforce Support Service Service Description (SVM/SDM/SD/1977)	The provision of support services for elements for the two instances of Salesforce within the Finance Specialists Salesforce Solution and the Stakeholder Salesforce Solution.	Expired Service - this Service ceased to be provided by Fujitsu Services as of 23.59 on the 31st March 2016
18	POLSAP Hosting Service	Not applicable	1st April 2014	POLSAP Hosting Service Service Description	The provision of hosting by Fujitsu Services.	Expired Service - this Service ceased to be provided by Fujitsu Services on

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				(SVM/SDM/SD /2191)		the 13th March 2019
19	POLSAP Applications Support Service	Not applicable	1st April 2014	POLSAP Applications Support Service Service Description (SVM/SDM/SD /2306) Withdrawn	The provision of the POLSAP applications supported by Fujitsu Services.	Expiring Service this Service ceased to be provided by Fujitsu Services as of 23:59 on the 4th October 2016
20	Credence/ MDM Service	Not applicable	1st April 2014	Credence /MDM Service Service Description (SVM/SDM/SD /2192)	The provision of the Credence/MDM application hosted and supported by Fujitsu Services.	Expired Service – this Service ceased to be provided by Fujitsu as of the 31st March 2016
21	P2Pe Asset Management Service	Not applicable	1st September 2019	P2Pe Asset Management Service: Service Description (SVM/SDM/SD /3756)	The provision of a PIN Pad asset tracking service that supports P2Pe and maintains the chain of custody of Registered PIN Pads within the Post Office	The provision of a PIN Pad asset tracking service that supports P2Pe and maintains the chain of custody of Registered PIN Pads within the Post Office
22	Payment and Banking Service	Not applicable	This Service has no predecessor and shall be applicable from Payment and Banking Service Trigger Point PBS3, Commencement of Payment and Banking Pilot	Schedule I6 – Payment and Banking Service: Service Description	Service for managing and supporting the provision of debit and Credit Card Payment and Banking Transactions, processed by Fujitsu Services' sub-contractor Ingenico using their PCI	Service for managing and supporting the provision of debit and Credit Card Payment and Banking Transactions, processed by Fujitsu Services' sub-contractor Ingenico using their PCI accredited

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					accredited Payment and Banking System.	Payment and Banking System.

2.2 The Table B Call-Off Services:

	Call-Off Service	Initial CCD title and reference	Trigger Event	New CCD/Schedule title and reference	Brief HNG-X Service Description
1.	Operational Business Change (Branch Change) Service	Operational Business Change Branch CCDs	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Operational Business Change (Branch Change) Service: Service Description (SVM/SDM/SD/0014)	collection of services which can be procured by Post Office in relation to changes to the network, system management and application configuration of Post Office locations. The charge for this element of the Operational Business Change (Branch Change) Service is the variable charge referred to in paragraphs 7.1 of Schedule D1.
2.	Message Broadcast Service	Message Broadcast Service: Service Description (CS/SER/004)	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Message Broadcast Service: Service Description (SVM/SDM/SD/0018)	The service enables Post Office to communicate directly with Branches for the purpose of issuing instructions, advice, or information urgently.
3.	Training Counter Update Service	Counter Training Offices Strategy (IM/STR/056)	This service shall cease to be provided at Trigger Point T5 (Data Centre Ready for HNG-X).	This service will be withdrawn after its Trigger Event	Service to upgrade software in the Post Office estate of training and demonstration counter positions.

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	Call-Off Service	Initial CCD title and reference	Trigger Event	New CCD/Schedule title and reference	Brief HNG-X Service Description
4.	PODG Client File Re-Send Service			Data Centre Operations Service: Service Description Annex A (SVM/SDM/SD/0003)	Service gives Post Office the ability to request that files transferred to a Post Office Client from PODG including AP Client Transaction files that are within thirty days of the original receipt of the file by PODG are resent to the Post Office Client.
5.	Client Take-On Service	Service Description for AP Client Take-On Service (CS/SER/011)	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Reference Data Management Service: Service Description Annex A (SVM/SDM/SD/0013)	Service allows the automated payments service to be changed by the addition, modification or removal of APS Clients and Services for APS Clients where the change does not require a new interface connection.
6.	AP Client Delivery Agreement Change Service	Service Description for AP Client Delivery Agreement Change Service (CS/SER/012)	Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)	Reference Data Management Service: Service Description Annex B (SVM/SDM/SD/0013)	Service allows Post Office to request from a range of predefined changes to the live delivery agreement for an APS Client.
7.	Horizon Icon Service	Icon Business Change CCDs	This Service shall cease to be provided at Trigger Point T6 (Counter Application Rollout Complete)	This service will be withdrawn after its Trigger Event	Service for the provision of new icons.

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	Call-Off Service	Initial CCD title and reference	Trigger Event	New CCD/Schedule title and reference	Brief HNG-X Service Description
8	Receipt Template Service	Not applicable	This Service has no predecessor and shall be applicable from 01/06/07	Receipt Template Service: Service Description (SVM/SDM/SD/0022)	This service applies to Horizon only and would need updating for HNG-X
9	Penetration Testing	Not applicable	Purchase Order	Service Management Service Description (SVM/SDM/SD/0017)	Process support involving an active analysis by Fujitsu Services Limited of the system for any potential vulnerabilities
10	PODG Client Connection Service	Not Applicable	This service has no predecessor	Data Centre Operations Service: Service Description Annex C (SVM/SDM/SD/0003)	A collection of services which can be procured by Post Office in relation to changes to existing PODG data transfer services or introduction of new PODG data transfer services.
11	Training Controls Disablement and Re-Enablement Service	Not Applicable	This service has no predecessor	Service Management Service: Service Description Annex D (SVM/SDM/SD/0007)	A service to fulfil Requests to Disable Training Controls and Requests to Re-Enable Training Controls when requested by Post Office.

2.3 Table C: Service Integration Services

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	Service Integration Service	Initial CCD title and reference	Trigger Event	New CCD/Schedule title and reference	Brief HNG-X Service Description
1.	Superstock Service (Ceased to be provided from 30th June 2012)	Ceased to be provided from 30th June 2012	Ceased to be provided from 30th June 2012	Ceased to be provided from 30th June 2012	Ceased to be provided from 30th June 2012

2.4 Table D: Third Party Management Services

	Name of Third Party	Initial CCD title and reference	Trigger Event	New CCD/Schedule title and reference	Brief HNG-X Service Description
1.		Not applicable	This Service shall be applicable from Trigger Point T1 (Amendment Date)	Third Party Management Service: Service Description (SVM/SDM/SD/0021)	This service will include a description of the third party management service. Initially this row is left blank because there is no third party management service as at the Amendment Date.

3. STRUCTURE OF SERVICE DESCRIPTIONS

3.1 With the exception of any new BCSF Service (which shall be dealt with under paragraph 4 of Schedule B3.2), if any other new HNG-X Services are introduced under the Change Control Procedure these will be added to the appropriate Table in paragraph 2 of this Schedule B3.1 and CCD(s) shall be produced in relation to such new Services that contain at least the following information:

3.1.1 service summary;

3.1.2 service definition;

3.1.3 service availability;

3.1.4 service level targets and remedies;

3.1.5 service limits and volumetrics;

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3.1.6 reference to associated Charges (where necessary) within Schedule D1;

3.1.7 dependencies and interfaces to the Operational Services;

3.1.8 Post Office dependencies and responsibilities (if any);

3.1.9 business continuity; and

3.1.10 the documentation set supporting the Service.

4. ASSOCIATED DOCUMENTS

4.1 The following CCDs are associated with this Schedule B3.1:

	Document Reference	Document Title
1	CS/SER/002	Horizon Systems Helpdesk: Service Description
2	CS/SER/007	Service Description for Data Centre Operations Service
3	CS/SER/022	Service Description for the SAP Hosting Service
4	CS/SER/008	Service Description for Systems Management Service
5	CS/PRD/058	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data
6	CS/SER/009	Service Description for Third Line Software Support Service
7	CS/SER/015	Management Information Service: Service Description
8	CS/SER/010	Transaction Benchmark Service: Service Description
9	CS/SER/014	Service Management Service: Service Description
10	PA/PER/033	Horizon Capacity Management and Business Volumes

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	Document Reference	Document Title
11	NB/PRO/002	On Line Services Reconciliation & Incident Management (to be renamed On-Line Reconciliation Incident Management)
12	CS/SER/018	On Line Services Data Reconciliation Service
13	Not Used	Not Used
14	Not Used	Not Used
15	CS/SER/016	Service Description for the Security Management Service
16	Not Used	
17	CS/PDN/015	Operational Business Change – Branch, Service Descriptions and Schedule of Service Prices
18	Not Used	Not Used
19	CS/SER/004	Message Broadcast Service Description
20	IM/STR/056	Counter Training Offices Strategy
21	Not Used	Not Used
22	Not Used	Not Used
23	Not Used	Not Used
24	CS/PDN/018	Horizon Icon Service Description
25	Not Used	Not Used
26	SVM/SDM/SD/0001 (Expired as of 2nd July 2014)	Service Desk: Service Description
27	Withdrawn in CCN1616b	
28	SVM/SDM/SD/0014	Operational Business Change (Branch Change) Service: Service Description

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	Document Reference	Document Title
29	SVM/SDM/SD/0003	Data Centre Operations Service: Service Description
30	SVM/SDM/SD/0011	Branch Network: Service Description
31	SVM/SDM/SD/0012	Central Network Service: Service Description
32	SVM/SDM/SD/0006	Systems Management Service: Service Description
33	SVM/SDM/SD/0013	Reference Data Management Service: Service Description
34	SVM/SDM/SD/0004	Third Line Support Service: Service Description
35	SVM/SDM/SD/0016	Management Information Service: Service Description
36	SVM/SDM/SD/0007	Service Management Service: Service Description
37	SVM/SDM/SD/0015	Reconciliation Service: Service Description
38	SVM/SDM/SD/0017	Security Management Service: Service Description
39	SVM/SDM/SD/0005	Application Support Service (Fourth Line): Service Description
40	SVM/SDM/SD/0019	Communications Management Team Service: Service Description
41	SVM/SDM/SD/0018	Message Broadcast Service: Service Description
42	Not Used	Not used
43	SVM/SDM/SD/0021	Third Party Management Service: Service Description
44	Not Used	
45	BD/AIS/001	PostShop Data to ISA AIS
46	SVM/SDM/SD/0022	Receipt Template Service: Service Description
47	Removed	Removed

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	Document Reference	Document Title
48	SVM/SDM/SD/1977	Salesforce Support Service Service Description
49	Not Used	Not Used
50	Not used	Not used
51	SVM/SDM/SD/2192	Credence/MDM Service Service Description

4.2 The following CRDs are associated with this Schedule B3.1:

	Document Reference	Document Title
1	CS/PLA/097	Retained ISDN Sites

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SCHEDULE B3.2

BUSINESS CAPABILITIES AND SUPPORT FACILITIES

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	25/01/07	Baseline of 1.2
3.0	09/07/07	Baseline copy of 2.1
3.1	03/01/08	Applying CCN's1214,1217,1227c
4.0	14/04/08	Baseline copy of 3.1
4.1	12/06/09	Applying changes as per CCN1252a
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	01/04/10	Applying changes as per CCN1270
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu.
8.0	21/02/12	Applying changes as per CCN1304b, CCN1310b, CCN1286a and CCN1294d
9.0	13/01/14	Applying changes as per CCN1349, CCN1307a, CCN1316a, CCN1320a, CCN1329a and CCN1342a
10.0	10/09/15	Applying changes as per CCN1338, CCN1409a, CCN1410, CCN1411 and as subsequently amended in this CCN1506, CCD reference updates and moving all Schedules to V10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN 1427 and moving all Schedules to Version 11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN 1605 and moving all Schedules to Version 12.0
13.0		Applying changes as per CCN 1613a, CCN1640 and moving all Schedules to V13.0
14.0	20/12/2021	Updating as per CCN1641c, CCN1658c, CCN1659a, CCN1666b, CCN1623b, CCN1648b, CCN1668a, CCN1669a, CCN1672a, CCN16778, CCN1677a and moving all Schedules to V14.0

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SCHEDULE B3.2

BUSINESS CAPABILITIES AND SUPPORT FACILITIES

1. INTRODUCTION

1.1 This Schedule records and specifies the Business Capabilities and Support Facilities which are provided to Post Office.

1.2 Fujitsu Services shall operate and maintain:

1.2.1 each Business Capability and Support Facility listed in paragraphs 2 and 3 in accordance with the terms of the Agreement;

1.2.2 all relevant CCDs as referred to in paragraph 7; and

1.2.3 all Service Levels as set out in Schedule C1.

1.3 The functionality and interfaces for the Business Capabilities and Support Facilities are defined in the CCDs shown in Table A of paragraph 7 below and in the CCDs indicated to relate to these Business Capabilities and Support Facilities in the CCD entitled "Post Office Contract Controlled and Contract Referenced Document List" (COM/CUS/SPE/0001).

1.4 HNG-X software installed in Branches and Admin Positions and New CTO Configurations shall be kept up to date with new Releases provided that they have an active network connection point. Where HNG-X Application software has been replaced by HNG-A Application software, on Replaced Branch Infrastructure, the EUC Tower Contractor shall be responsible for keeping that software on the Replaced Branch Infrastructure up to date, using the HNG-A Application Release version of the Software provided to the EUC Tower Contractor for distribution. Fujitsu Services shall be responsible for issuing Releases as required for HNG-A Application software, to the EUC Tower Contractor for distribution on the Replaced Branch Infrastructure.

1.5 Any Business Capability or Support Facility that is to be accessed via the Counter Position PC shall be provided in accordance with the CCD entitled "HNG-X Style Guide" (DES/APP/STD/0001) which shall set out, among other things, general guidelines for the Human Computer Interface.

2. HIGH LEVEL DESCRIPTION OF THE BUSINESS CAPABILITIES

2.1 Introduction

2.1.1 The functionality available at each Counter Position for serving Customers shall comprise one or more Business Capabilities as specified below. The provision of each Business Capability is dependant on one or more of the Support Facilities described in paragraph 3.

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2.1.2 The Business Capabilities shall be enabled by Fujitsu Services on all Counter Positions in all Branches and Other Authorised Locations and shall require an operational data communications link in order to process Transactions.

2.1.3 Each Business Capability shall support a range of data selection, capture and validation facilities which are controlled and constrained by Post Office Reference Data. These facilities provide support for:

2.1.3.1 product selection mechanisms;

2.1.3.2 a range of data capture and validation routines;

2.1.3.3 the use of print templates in support of customised receipt and slip print layouts.

2.1.4 The production of Post Office Reference Data to make use of the data capture shall be in accordance with and subject to the provisions of the CCD entitled "AP-ADC Reference Manual" (DES/GEN/MAN/0002). Post Office shall have responsibility for:

2.1.4.1 the design and development of Transactions that utilise the facilities described in the CCD entitled "AP-ADC Reference Manual"(DES/GEN/MAN/0002);

2.1.4.2 ensuring that Post Office Reference Data, intended to introduce those Transactions, functions correctly within the HNG-X System (in accordance with any applicable Reference Data rules) and has the desired business effect (save to the extent that Fujitsu Services is required to facilitate testing of Post Office Reference Data in accordance with the CCD entitled "Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data" (CS/PRD/058)); and

2.1.4.3 defining receipts (for all Transactions that use the facilities described in the CCD entitled "AP-ADC Reference Manual"(DES/GEN/MAN/0002). This will not include the definition of any receipts used in conjunction with Transaction or session recovery whose content and usage shall be jointly agreed by the Parties.

2.2 Point of Sale Business Capability

2.2.1 The Point of Sale Business Capability provides a general "till" function which enables Post Office to carry out sales operations within Branches for the range of Post Office products defined within Post Office Reference Data.

2.2.2 These Post Office Products may be general retail products or be traded via one of the following Business Capabilities (described below):

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2.2.2.1 In/Out Payment Business Capability;

2.2.2.2 APOP Business Capability;

2.2.2.3 Banking Business Capability;

2.2.2.4 DVLA Licensing Business Capability;

2.2.2.5 Electronic Top-Up Business Capability; or

2.2.2.6 Bureau Service Business Capability.

2.2.3 The Point of Sale Business Capability implements (a) the business and pricing rules for each product (including the production of the Transaction receipt(s)) and manages the aggregation and recording of all Transaction data into a Customer Session and (b) the Trade Restrictions unless the Training Controls have been disabled using the Training Controls Disablement and Re-Enablement Service.

2.2.4 Transactions undertaken using the Point of Sale Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability.

2.2.5 The Point of Sale Business Capability shall enable a Transaction to be cancelled from a Customer Session subject to Post Office Reference Data, prior to settlement by the Payment Management Business Capability.

2.3 In/Out Payment Business Capability

2.3.1 The In/Out Payment Business Capability enables Post Office to provide a range of payment services to Customers comprising in-payment (e.g. bill payment) and out-payment (e.g. postal order redemption).

2.3.2 The In/Out Payment Business Capability may be invoked through the use of Tokens or other mechanisms and may involve the use of a range of data capture, data validation and Transaction validation facilities.

2.3.3 The In/Out Payment Business Capability supports the following range of Tokens:

2.3.3.1 magnetic stripe cards; and

2.3.3.2 barcoded documents.

2.3.4 The Clients and Tokens supported by the In/Out Payment Business Capability are set out in the CCD entitled "Automated Payments System Client List" (BP/DOC/008).

Specific payment services and the Transactions which support them conform to the relevant Application Interface Specification, the CCD entitled "POCL

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Automated Payments Generic Rules" (BP/DOC/014) and appropriate Token Technology Specification(s).

2.3.5 The In/Out Payment Business Capability supports the use of HNG-X User Interface components which may be specified via Post Office Reference Data as being equivalent to a manually entered barcode token.

2.3.6 The In/Out Payment Business Capability may utilise data, typically comprising tariff data, received from Clients.

2.3.7 The In/Out Payment Business Capability may access the PAF Support Facility, APOP Business Capability and such other specific external applications as the Parties may agree under the Change Control Procedure.

2.3.8 Transactions undertaken using the In/Out Payment Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability.

2.3.9 Data captured as a result of an In/Out Payment Transaction shall be transferred to Client systems and Post Office systems in accordance with the relevant Application Interface Specification and shall be carried out using the File Management Support Facility. Data captured as a result of an In/Out Payment Transaction transacted for AP Client Account: 9999 shall not be transferred to Client systems but shall continue to be transferred to Post Office systems.

2.3.10 Transactions undertaken using the In/Out Payment Business Capability and taking place within the same POL Core Day as the original Transaction and committed using the Payment Management Business Capability may subsequently be Reversed in a new Customer Session, subject to such action being allowed within Reference Data. This shall have the effect of Reversing the accounting effect of the Transaction. Where a Transaction has been Reversed then no data relating to the original Transaction or the Reversing Transaction shall be sent to the relevant Client subject to the relevant Application Interface Specification. It will not be possible to start a Reversal Transaction during the period of three minutes before the end of the POL Core Day.

2.4 APOP Business Capability

2.4.1 The AP Out-Payments (APOP) Business Capability is a set of components that support the creation of APOP Services. Each business application that makes use of the APOP Business Capability will be segmented into its own APOP Service.

2.4.2 The components of the APOP Business Capability are as follows:

2.4.2.1 an APOP database which stores details of Transaction Vouchers and the actions that have been performed on a Transaction Voucher by each APOP Transaction;

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2.4.2.2 an APOP authorisation service which processes APOP Transactions by applying the rules defined in the CCD entitled "APOP Definition" (BP/SPE/046);

2.4.2.3 an APOP branch service that processes APOP on-line Transactions initiated from an AP-ADC Transaction using the APOP authorisation service referred to in paragraph 2.4.2.2;

2.4.2.4 an APOP batch service which will send/receive batch files to/from Post Office Data Gateway and process APOP batch Transactions using the APOP authorisation service referred to in paragraph 2.4.2.2;

2.4.2.5 an APOP administration service that will process APOP on-line Transactions initiated from an APOP Administration Workstation using the APOP authorisation service referred to in paragraph 2.4.2.2. Transactions will be routed to the APOP authorisation service by a web server;

2.4.2.6 an APOP reporting service that will process APOP Transactions to extract records from the APOP database using the APOP authorisation service referred to in paragraph 2.4.2.2;

2.4.2.7 an APOP housekeeping service that will process time-driven event APOP Transactions using the APOP authorisation service referred to in paragraph 2.4.2.2;

2.4.2.8 an APOP archiving service that archives data from the APOP database;

2.4.2.9 a web service to route APOP on-line Transactions to the APOP database for the APOP Service;

2.4.2.10 templates for the Customer receipt and the Branch receipt; and

2.4.2.11 templates for the office counter weekly and office weekly reports.

2.4.3 An APOP Service comprises at least the elements set out in paragraphs 2.4.2.3, 2.4.2.9, 2.4.2.10 and 2.4.2.11.

2.4.4 The production of Reference Data by Post Office to make use of the APOP Business Capability shall be in accordance with and subject to the provisions of the CCD entitled "APOP Authorisation Service Reference Manual" (AP/MAN/004).

2.4.5 The CCD entitled "APOP Definition" (BP/SPE/046) sets out the rules that shall apply in determining whether Post Office is required to request a Work Package in respect of introducing additional APOP Services/AP Transactions using the APOP Business Capability and/or modifying an existing APOP Service. Where so required by the provisions of that CCD, Post Office shall request a Work

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Package for the introduction and/or modification (as applicable) of such services/transactions.

2.4.6 Post Office shall be responsible for:

2.4.6.1 the design and development of new AP Transactions that use the APOP Business Capability;

2.4.6.2 (save to the extent that Fujitsu Services is required to facilitate testing of Post Office Reference Data in accordance with the CCD entitled "Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data" (CS/PRD/058)) ensuring that Post Office Reference Data, intended to introduce those new AP Transactions, functions correctly within the HNG-X System (in accordance with any applicable Reference Data rules) and has the desired business effect;

2.4.6.3 defining receipts (for all AP Transactions that use the APOP Business Capability). This will not include the definition of any receipts used in conjunction with Transaction or session recovery whose content and usage shall be jointly agreed by the Parties.

2.4.6.4 transforming incoming data files into standard APOP format according to the APOP Interface Specifications for live purposes; and

2.4.6.5 generating required reports from extract files generated by APOP, according to the APOP Interface Specifications for live purposes.

2.4.7 Transactions undertaken using the APOP Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability.

2.5 Banking Business Capability

2.5.1 The Banking Business Capability enables Post Office to support the transaction of banking business in Branches.

2.5.2 The Banking Business Capability is invoked by either:

2.5.2.1 a card swipe (or input of card details) where EMV functionality is not supported in respect of that card; or

2.5.2.2 a Customer inserting their card into the chip card reader in a PIN Pad where such card supports EMV functionality.

2.5.3 The following Transaction types are supported:

until Payment and Banking Trigger Point PBS3, Commencement of Payment and Banking Pilot

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2.5.3.1 cash deposit;

2.5.3.2 cash withdrawal;

2.5.3.3 balance enquiry;

2.5.3.4 withdraw limit;

2.5.3.5 change of PIN at PIN Pad; and

2.5.3.6 cheque deposit.

after Payment and Banking Trigger Point PBS3, Commencement of Payment and Banking Pilot;

2.5.3.7 cash deposit;

2.5.3.8 cash withdrawal;

2.5.3.9 balance enquiry; and

2.5.3.10 change of PIN at PIN Pad; at all Counters and

2.5.3.11 withdraw limit; and

2.5.3.12 cheque deposit; at all Counters not yet migrated to Payment and Banking Service: and

after Payment and Banking Trigger Point PBS5, Completion of Migration to Payment and Banking Service;

2.5.3.13 cash deposit;

2.5.3.14 cash withdrawal;

2.5.3.15 balance enquiry; and

2.5.3.16 change of PIN at PIN Pad.

2.5.4 Each Transaction type comprises:

until Payment and Banking Trigger Point PBS3, Commencement of Payment and Banking Pilot

2.5.4.1 a series of screen dialogues;

2.5.4.2 the input or selection of data by the User;

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2.5.4.3 the input of PIN numbers by Customers where applicable;

2.5.4.4 the interactive exchange of information via the Data Centres with the Bank systems; and

2.5.4.5 the printing of receipts; and

after Payment and Banking Trigger Point PBS3, Commencement of Payment and Banking Pilot;

2.5.4.6 a series of screen dialogues;

2.5.4.7 the input or selection of data by the User;

2.5.4.8 the input of PIN numbers by Customers where applicable;

2.5.4.9 the interactive exchange of information with the Bank systems, via the Data Centres for Transactions at Counter Positions not yet migrated to Payment and Banking Service and via Payment and Banking Service for Transactions at migrated Counter Positions; and

2.5.4.10 the printing of receipts: and

after Payment and Banking Trigger Point PBS5, Completion of Migration to Payment and Banking Service;

2.5.4.11 a series of screen dialogues;

2.5.4.12 the input or selection of data by the User;

2.5.4.13 the input of PIN numbers by Customers where applicable;

2.5.4.14 the interactive exchange of information via the Payment and Banking Service with the Bank systems; and

2.5.4.15 the printing of receipts

2.5.5 Transactions undertaken using the Banking Business Capability shall be centrally recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability.

2.5.6 The Banking Business Capability supports the Transaction Enquiry Service by passing NB Requests, NB Authorisations, NB Confirmations and Reversals (where applicable to the Banking Business Capability) to the Transaction Enquiry Service from where they are available for query using TESQA.

2.6 DVLA Licensing Business Capability

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2.6.1 The DVLA Licensing Business Capability enables Post Office to support the provision of vehicle re-licensing Transactions in selected Branches which are determined by Post Office Reference Data.

2.6.2 Vehicle re-licensing Transactions are enabled by captured data as specified by Post Office Reference Data and utilise the data capture facilities of the In/Out Payment Business Capability.

2.6.3 Vehicle re-licencing Transactions utilise an online interaction with the DVLA BART system which retrieves information concerning MOT status and vehicle excise duty as well as other supporting data. The interaction with DVLA BART may be configured to deal with scenarios where no response is received from DVLA BART within designated time periods.

2.6.4 The availability of the DVLA Licensing Business Capability in Branches is determined by Post Office Reference Data. Where the DVLA Licensing Business Capability is provided in a Branch, it shall be available on all Counter Positions in that Branch.

2.6.5 Transactions undertaken using the DVLA Licensing Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability.

2.7 Electronic Top-Up Business Capability

2.7.1 The Electronic Top-Up Business Capability enables Post Office to support the Customer purchase or refund of mobile phone related credits and associated content products (e.g. ring tones).

2.7.2 Electronic Top-Up ('ETU') credit products (known as 'Top-Up' products or 'PIN' products) are invoked by swiping a Customer's card (or by the manual input by the Counter Clerk of the Customer's card details). ETU content products (known as PIN/e-voucher products) are invoked by Counter Clerk selection. The following Transaction types are supported:

2.7.2.1 the purchase of a card based Top-Up product;

2.7.2.2 the purchase of card based PIN product;

2.7.2.3 the purchase of a PIN/e-voucher product;

2.7.2.4 the refund of a card based Transaction; and

2.7.2.5 the refund of a PIN/e-voucher Transaction.

2.7.3 Each Transaction type comprises:

2.7.3.1 the selection of ETU products from menus;

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2.7.3.2 a series of screen dialogues;

2.7.3.3 the input or selection of data by the User;

2.7.3.4 the interactive exchange of information with e-pay; and

2.7.3.5 the printing of receipts.

2.7.4 Transactions undertaken using the Electronic Top-Up Business Capability shall be centrally recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability.

2.7.5 The Electronic Top-Up Business Capability shall automatically generate a Reversal Transaction and transmit this to e-pay when the authorisation response to certain Transaction types is not received within a pre-configured timeout period.

2.8 Bureau Service Business Capability

2.8.1 The Bureau Service Business Capability enables Post Office to trade foreign currencies and travellers' cheques on-demand at Counter Positions (the on-demand Bureau Service facility).

2.8.2 The Bureau Service Business Capability enables Post Office to pre-order foreign currencies and travellers' cheques at Counter Positions (the pre-order Bureau Service facility).

2.8.3 The Bureau Service Business Capability enables Post Office to sell and top-up travel money cards at Counter Positions (the travel money card Bureau Service facility).

2.8.4 The Bureau Service Business Capability enables Post Office to capture, validate and report on the barcode or serial number on travellers' cheques traded.

2.8.5 The Bureau Service Business Capability enables Post Office to control the Bureau Service facilities available at a Counter Position by Post Office Reference Data

2.8.6 The Bureau Service Business Capability enables Post Office to control the currency types that can be traded by each Bureau Service facility at a Counter Position by Post Office Reference Data

2.8.7 The counter dialogue for the Bureau Service facilities is controlled by Post Office Reference Data in accordance with and subject to the provisions of the CCD entitled "AP-ADC Reference Manual" (DES/GEN/MAN/0002).

2.8.8 The Bureau Service Business Capability enables Post Office to calculate up to four quotes for each on-demand, pre-order or travel money card Bureau Service Transaction and to present the quotes to the User

2.8.9 The Bureau Service Business Capability supports the ability to receive Spot Rates Files and Margins & Commissions Files from Post Office in accordance

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with CCD entitled "Post Office to Fujitsu Services Bureau de Change Rates Interface Specification" (RD/IFS/033), and to use the data in these files to:-

2.8.9.1 control the rates at which currencies, travellers' cheques and travel money cards are traded;

2.8.9.2 control the rates at which currencies and travellers' cheques are remitted, transferred and re-valued

2.8.10 The Bureau Service Business Capability supports the ability to receive Branch Profile Files from Post Office and to use the data in a Branch Profile File to:

2.8.10.1 control the set of Margin Rates used when calculating quotes;

2.8.10.2 control the set of up-sell, value rounding and rate overriding values specified in the Pricing Profile File which will be used when calculating quotes;

2.8.11 The Bureau Service Business Capability supports the ability for Fujitsu to receive Pricing Profile Files from Post Office and to use the data in these files to control the up-selling, value rounding and rate overriding available in a Branch.

2.8.12 The Bureau Service Business Capability supports the ability for Fujitsu to send Bureau Transaction and Control Totals Files to Post Office in accordance with AIS 'Bureau de Change Transactions Feed for FRTS' (NB/IFS/012).

2.8.13 Transactions undertaken using the Bureau Service Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability.

2.9 Postal Services Business Capability

2.9.1 The Postal Services Business Capability supports a range of Mails Acceptance and Mails Administration business processes taking place within designated Branches together with support for the establishment and management of Postal Services Reference Data. These will comprise: -

2.9.1.1 services provided to Customers that support the pricing and sale of mails products;

2.9.1.2 the management of mail items received into and despatched from a Branch;

2.9.1.3 the provision of data to Post Office and Postal Services Clients concerning these operations;

2.9.1.4 tools to enable Post Office to establish and manage the Postal Services Reference Data.

2.9.2 Mails Acceptance supports the over the counter processes for accepting mail items from customers and comprises: -

2.9.2.1 the presentation and selection of valid primary, additional and value-add mail services;

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2.9.2.2 incremental price calculation based on service and option selection;

2.9.2.3 the capture and validation of data (including track and trace barcode data, destination, PAF addresses, weight, size, service choice etc) at defined points throughout the Transaction;

2.9.2.4 the application of business rules against captured data or Customer selections which may constrain or enforce subsequent product / service choices or data collection;

2.9.2.5 support for bulk mail acceptance, optionally varying the business process steps and rules including additional data capture and price validation;

2.9.2.6 the production of mails labels and Certificate of Postings upon completion of the Mails Acceptance transaction as determined by business rules and associated Reference Data;

2.9.2.7 the provision of on-screen help information, including Mails Carriers' conditions of acceptance, as determined by Post Office in support of the above facilities; and

2.9.2.8 the ability to conduct multiple Mails Acceptance Transactions without requiring individual re-selection of the Postal Services function.

2.9.3 Mails Administration supports the in-Branch processes for receiving and dispatching mails items and comprises:

2.9.3.1 the recording of the receipt of track and trace mails items into a Branch for later collection by Customers;

2.9.3.2 the provision of an enquiry and priced mails collection service for Customers;

2.9.3.3 the management of uncollected items;

2.9.3.4 the management, reconciliation and reporting of mails items accepted into a Branch via the Mails Acceptance facility. Certain mails items can be excluded from this process as determined by business rules and associated Reference Data;

2.9.3.5 support for a mails despatch and exception handling process for mails items collected by Mails Carriers;

2.9.3.6 support for the receipt and reporting of undelivered priority mails items; and

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2.9.3.7 the provision of on-screen 'Help', including conditions of acceptance, information as determined by Post Office in support of the above facilities.

2.9.4 The Postal Services Business Capability supports the transfer to the BIG of track and trace and related data captured by the Mails Acceptance and Mails Administration facilities for selected Mails Carriers and the transfer of completed Postal Services transaction data to various Post Office systems. This comprises:

2.9.4.1 transfer of data in accordance with the CCD entitled "Horizon to Post Office Feed for Track and Trace Application Interface Specification" (AS/IFS/001); and

2.9.4.2 transfer of completed Postal Services Transaction data to the POLSAP Software, DIW & HR SAP as part of transfer of all other Branch Transaction data.

2.9.5 The Postal Services Business Capability enables Post Office to specify and manage the Carrier Services Reference Data which controls the options, choices and pricing for all Carrier Services. This comprises a range of data preparation and maintenance tools to allow Post Office to manage the Carrier Services Reference Data in readiness for introduction into live operation. These tools will define the allowable Carrier Services, the associated business data (e.g. pricing tables and calculations) and associated business rules (e.g. data validation, service constraints and options) to be specified and maintained.

2.9.6 Transactions undertaken using the Postal Services Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability.

2.10 Payment Management Business Capability

2.10.1 The Payment Management Business Capability enables the settlement of a Customer Session using cash, cheque, vouchers, Debit Cards or Credit Cards as methods of payment.

2.10.2 The Payment Management Business Capability manages the aggregation of the required tender value for a Customer Session and provides change calculation facilities.

2.10.3 The Payment Management Business Capability manages the production of any AP Customer receipt and any required or requested Customer Session receipt as part of the settlement of a Customer Session. The required layout of a AP Customer receipt and a Customer Session receipt shall be defined in the CRD entitled “HNG-X AP and ADC Receipts” (DES/GEN/SPE/0011).

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2.10.4 The following Debit Card Transaction types (defined in CCD entitled " ("Mapping Schedule B3.2 to the HNG-X Solution" (REQ/GEN/REP/1091)) are supported by the Payment Management Business Capability:

2.10.4.1 Debit Card purchase;

2.10.4.2 Debit Card Refund;

2.10.4.3 explicit Reversals;

2.10.4.4 Contactless Transactions; and

2.10.4.5 Contactless refunds.

2.10.5 The following Credit Card Transaction types are supported:

2.10.5.1 Credit Card purchase;

2.10.5.2 Credit Card Refund; and

2.10.5.3 explicit Reversals;

2.10.5.4 Contactless Transactions; and

2.10.4.5 Contactless refunds.

2.10.6 The Payment Management Business Capability implements the business rules associated with the use of the Debit Card or Credit Card Method of Payment which shall include the use of inclusion lists and exclusion lists which will specify which products can be settled with which card types. Business rules will include a transaction limit, set at a fixed amount which may be changed from time to time via reference date by prior agreement with Post Office.

2.10.7 The Payment Management Business Capability implements the use of separate authorisation dialogues using separate merchant identity/terminal identity values for Bureau and non-Bureau products, support for the receipt of a referral response, and the validation of the allowable products and allowable settlement values according to the type of Debit Card or Credit Card.

2.10.8 The Payment Management Business Capability supports the Debit Card and Credit Card Method of Payment via

(a) until Payment and Banking Trigger Point PBS3, Commencement of Payment and Banking Pilot - an interactive exchange with the Merchant Acquirer in accordance with the CCD entitled "Horizon Online – Streamline Application Interface Specification" (DES/APP/AIS/0009).

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(b) between Payment and Banking Trigger Points PBS3, Commencement of Payment and Banking Pilot and PBS5, Completion of Migration to Payment and Banking Service - an interactive exchange with the Merchant Acquirer in accordance with the CCD entitled "Horizon Online – Streamline Application Interface Specification" (DES/APP/AIS/0009) for Transactions at Counter Positions not yet migrated to Payment and Banking Service, and via Payment and Banking Service for Transactions at migrated Counter Positions; and

(c) after Payment and Banking Trigger Point PBS5, Completion of Migration to Payment and Banking Service - Payment and Banking Service."

2.11 Cash and Stock Management Business Capability

2.11.1 The Cash and Stock Management Business Capability provides facilities to enable all Branches to capture data (including cash declarations, inward / outward remittances, pouch collection and receipt) for onward submission to the POLSAP Software.

2.11.2 The Cash and Stock Management Business Capability supports the receipt from the POLSAP Software of planned orders and replenishment delivery details.

2.11.3 The Cash and Stock Management Business Capability provides the following facilities within Branches:

2.11.3.1 the display of screen dialogues that support cash and stock transfers, cash and stock declarations, adjustments to cash holdings;

2.11.3.2 scanning bar coded labels to monitor the movement of cash and stock bags and pouches into the Branch;

2.11.3.3 the automatic inward remittance of the value of cash pouches and bureau de change pouches using the associated replenishment delivery details;

2.11.3.4 support for recording that selected cash and stock pouches and bags are part of a REM Collection, or have been removed from a REM Collection;

2.11.3.5 scanning bar coded labels to monitor the movement of cash and stock bags and pouches that form a REM Collection out of the Branch; and

2.11.3.6 a facility for viewing planned order details originated by the POLSAP Software and transmitted to the Branch.

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2.11.4 The Cash and Stock Management Business Capability supports the recording of cash movements by Branches that are designated as Operator Cash Branches.

2.12 Branch Management Business Capability

2.12.1 The Branch Management Business Capability provides facilities to enable authorised Users within any Branch to perform various administrative functions including:

2.12.1.1 Stock Unit balancing;

2.12.1.2 Branch accounting;

2.12.1.3 printing of Client summaries;

2.12.1.4 printing of Branch reports (including those on-demand reports provided by POL SAP to Operator Cash Branches);

2.12.1.5 support for Reversals and Refunds; and

2.12.1.6 support for the application of Transaction Correction Records supplied from the POLSAP Software.

2.13 Additional Branch Reporting Business Capability

2.13.1 The Additional Branch Reporting Business Capability supports the ability for Users to access Branch reports using mechanisms other than Counter Positions or Admin Positions, such mechanisms accessing the reports in accordance with the AIS 'BRSS Data Access Server (BDAS) to Branch Hub AIS' (DES/APP/AIS/3718).

3. HIGH LEVEL DESCRIPTION OF THE SUPPORT FACILITIES

3.1 Introduction

Fujitsu Services shall provide the following Support Facilities that support or enable the provision of the Business Capabilities described in paragraph 2. The functionality of the Support Facilities is provided via the HNG-X System.

3.2 Branch Administration Support Facility

3.2.1 The Branch Administration Support Facility, available in all Branches and requiring an operational data communications link, comprises a range of functions including:

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3.2.1.1 User log on / off, which shall:

(a) authenticate all Users logging on to a Branch terminal using full access control and password management facilities, which shall require each User to be identified by a unique User ID and individual password;

(b) ensure that Users shall only access those Business Capabilities for which they have been given permission by the Branch and in accordance with the Logon Restrictions of Training Controls, unless they have been disabled using the Training Controls Disablement and Re-Enablement Service; and

(c) enable Users to log-on to a Branch terminal in their Branch in accordance with their defined role. Any access to data or services outside of that Branch is controlled exclusively by the relevant Business Capability.

3.2.1.2 User / password management, which shall:

(a) provide facilities to enable the Branch Manager to establish new Users and set an initial password for all Users in a Branch. Should a User forget their password the Branch Manager shall be able to reset the password. The same procedure shall apply at single Counter Position Branches and multiple Counter Position Branches; and

(b) for situations where the sole User (e.g. Branch Manager in a single Counter Position Branch) has forgotten their password, provide the facility to reset the User password. This shall be triggered via the Service Desk and enabled via the Service Management Service. The User shall then be able to reset their User password.

3.2.1.3 Stock Unit creation / allocation, which shall allow authorised Users to:

(a) introduce a new Stock Unit;

(b) associate a user with a Stock Unit;

(c) delete a Stock Unit; and

(d) view details about a Stock Unit.

3.2.1.4 the provision of secure inactivity time-out facilities if a Branch terminal is inactive for a period defined in Reference Data. Should the User be unable to re-activate the time-out facility, the following actions may be taken:

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(a) after a period of time during which there is no active session, the session shall be automatically logged-out;

(b) the Branch Manager may assume responsibility for any uncompleted session, the Stock Unit or share thereof, by entering his own User name / password;

(c) once the Branch terminal has logged-out, any authorised User may then use that Branch terminal; and

(d) the above events shall be recorded as audit events.

The time-out facility shall allow the User to resume work with the minimum delay consistent with achieving security in accordance with the provisions of this Agreement.

3.2.1.5 Call logging, which shall enable a User via a Branch terminal to record details of an Incident and for these details to be provided as a Service Desk call to the Service Desk provided by Fujitsu up until the 2nd July 2014. The system shall provide a unique call reference to the Incident. For the avoidance of doubt this shall not be provided to the Service Desk provided by the Next Supplier.

3.2.1.6 the provision of facilities to enable the User to:

(a) save a session by settling the session to a holding account;

(b) start a new session;

(c) display a list of saved sessions;

(d) select a saved session and recall the balance of the saved session;

(e) undertake further transactions after recalling a session; and

(f) settle the recalled session.

3.2.1.7 the provision of facilities to enable Post Office Ltd to:

(a) Record postal services Reference Data in Selectica data format using a set of spreadsheets designed by Fujitsu;

(b) Dispatch updates to postal services Reference Data by sending populated versions of the above set of spreadsheets to Fujitsu;

(c) Require Fujitsu to upload populated sets of spreadsheets provided by Post Office Ltd into the HNG-X Reference Data preparation system (HRDP) ;

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(d) Enter postal services reference data that is not included within the Selectica data format directly into the HRDP subsystem of HNG-X

3.3 Branch Support Facility

3.3.1 The Branch Support Facility, available in all Branches and requiring an operational data communications link, comprises a range of support facilities to facilitate the delivery of a Business Capability at a Counter Position including:

3.3.1.1 the provision of a generic and updateable User help system comprising linked context sensitive pages;

3.3.1.2 the display of sales prompts; and

3.3.1.3 the ability to support the bulk input of Transactions.

3.4 Transaction Management Support Facility

The Transaction Management Support Facility provides support for Transaction aggregation and Transaction storage.

Until Payment and Banking Service Trigger Point PBS3, Commencement of Payment and Banking Pilot:

The Transaction Management Support Facility also provides facilities to allow authorised Post Office personnel to have enquiry access to Banking Transaction data using the Transaction Enquiry Service.

After Payment and Banking Service Trigger Point PBS3, Commencement of Payment and Banking Pilot:

The Transaction Management Support Facility also provides facilities to allow authorised Post Office personnel to have enquiry access to Banking Transaction data using the Transaction Enquiry Service, for Banking Transaction performed at Counter Positions not yet migrated to Payment and Banking Service, or using the Payment and Banking Service Web Portal for Banking Transaction performed at migrated Counter Positions.

After Payment and Banking Service Trigger Point PBS5, Completion of Migration to Payment and Banking Service:

The Transaction Management Support Facility also provides facilities to allow authorised Post Office personnel to have enquiry access to Banking Transaction data using the Payment and Banking Service Web Portal.

3.5 File Management Support Facility

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3.5.1 The File Management Support Facility provides support for the automatic receipt and dispatch of batch files between the HNG-X System and Clients, other third parties, Post Office systems external to the HNG-X System and the POLSAP Software.

3.5.2 Outbound batch files contain data originating from Business Capabilities that are produced in accordance with the relevant AIS.

3.5.3 Inbound batch files are received directly from Clients or other third parties and contain data for use by a Business Capability.

3.5.4 All data transfers shall be in accordance with the relevant Application Interface Specification and Technical Interface Specification as specified in the CCDs indicated to relate to these Business Capabilities and Support Facilities in the CCD entitled "Post Office Contract Controlled and Contract Referenced Document List" (COM/CUS/SPE/0001).

3.6 Reference Data Support Facility

3.6.1 The Reference Data Support Facility supports the receipt of Post Office Reference Data for use by either business or system operations. Business related Reference Data comprises information that relates to particular Transactions. System related Reference Data comprises information that relates to the state of the Branch and its associated software base (e.g. Event management details, software version numbers).

3.6.2 Reference Data provided by Post Office comprises the definition of the properties and relationships of the data to be processed and the processing methods that are to be used. Reference Data use date/time and version controls, and are also be used to control product availability within Branches. Additional Reference Data may be created by Fujitsu Services.

3.6.3 Reference Data received from the Post Office Reference Data System shall be in accordance with the CCD entitled "Application Interface Specification Reference Data to Fujitsu Services Limited" (BP/IFS/010). The Reference Data Support Facility also supports the manual input of data by Fujitsu Services' personnel and incorporation of system generated data from other parts of the HNG-X System.

3.6.4 The Reference Data Support Facility supports the receipt of Reference Data from the Post Office Reference Data System delivered in separately identifiable change instructions in accordance with the CCD entitled "Reference Data Management Service: Service Description" (SVM/SDM/SD/0013). These change instructions are then made available to a daily extract process when correct authorisation for each request is received from Post Office. Details regarding the delivery and authorisation of Reference Data are given in the following CCDs:

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3.6.4.1 for products, "Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data" (CS/PRD/058); and

3.6.4.2 for Branches, "Post Office Limited Operational Business Change – Branch, Interface Agreement" (SVM/SDM/STD/0001).

3.6.5 The Reference Data Support Facility:

3.6.5.1 provides support for version control of Reference Data including start and end dates for its validity; and

3.6.5.2 manages the distribution of Reference Data to Branches via the HNG-X System.

3.6.6 The Reference Data Support Facility provides data used by all the Business Capabilities and has the potential to extend this to additional Business Capabilities running on the HNG-X System.

3.6.7 The Reference Data Support Facility checks Reference Data consistency and reports any exceptions.

3.7 PAF Support Facility

3.7.1 The PAF Support Facility is a generic facility used by certain Business Capabilities to:

3.7.1.1 allow Users to validate an address against the PAF Database by entering the details of premises and postcode or premises, street and town of the address to be validated;

3.7.1.2 present Users with a validated postal address;

3.7.1.3 permit Users to enter a postal address manually; and

3.7.1.4 make available the manually entered postal address for use by the Branch Transaction that invoked the PAF Support Facility.

3.7.2 The PAF Support Facility is available at all Counter Positions in all Branches (but access to the PAF Support Facility is only available at locations with an operational data communications link)

3.8 Message Handling Support Facility

3.8.1 The Message Handling Support Facility supports the creation by Post Office of plain text based messages which are distributed to all or selected Branches.

3.8.2 Within a Branch, Users may select messages for display and subsequent printing.

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3.8.3 The Message Handling Support Facility is available at all Counter Positions in all Branches (but messages can only be received at locations with an operational data communications link.)

3.9 Audit Support Facility

3.9.1 The Audit Support Facility enables the recording of an operational audit trail and a commercial audit trail as defined in the CCD entitled "Audit Trail Functional Specification" (CR/FSP/006). These comprise the audit trail associated with:

3.9.1.1 the set of audit events as set out in the CCD entitled "Audit Trail Functional Specification" (CR/FSP/006)

3.9.1.2 the operation of:

(a) the Horizon Applications in each Branch prior to the HNG-X Date in respect of that Branch; and

(b) Business Capabilities and Support Facilities in each Branch after Branch migration has occurred in respect of that Branch; and

3.9.1.3 the audit trail of that part of Fujitsu Services' internal commercial records to which Post Office's internal auditors or agents, as specified in Schedule D5, have access.

The audit trails shall conform to the CCD entitled "Audit Trail Functional Specification" (CR/FSP/006).

3.9.2 (a) Until Payment and Banking Service Trigger Point PBS3, Commencement of Payment and Banking Pilot, Data within the operational audit trail shall be retained for 18 months, although the set of records associated with a transaction voucher transacted by an APOP Service and Transaction data relating to Transactions originated from the Banking Business Capability and data relating to Transactions that are settled using the Debit Card or Credit Card Method of Payment shall be retained for seven years.

b) After Payment and Banking Service Trigger Point PBS3, Commencement of Payment and Banking Pilot, Data within the operational audit trail shall be retained for eighteen (18) months, although; the set of records associated with a transaction voucher transacted by an APOP Service shall be retained for seven (7) years; and Transaction data relating to Transactions originated from the Banking Business Capability and data relating to Transactions that are settled using the Debit Card or Credit Card Method of Payment shall be retained for either; seven (7) years for Transactions performed from Counter Positions not migrated to Payment and Banking Service; or fifteen (15) months for Transactions performed from Counter Positions migrated to Payment and Banking Service.

(c) After Payment and Banking Service Trigger Point PBS5, Completion of Migration to Payment and Banking Service, Data within the operational audit trail shall be retained for eighteen (18) months, although; the set of records associated with a transaction voucher

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transacted by an APOP Service shall be retained for seven (7) years; and Transaction data relating to Transactions originated from the Banking Business Capability and data relating to Transactions that are settled using the Debit Card or Credit Card Method of Payment, processed under the Payment and Banking Service, shall be retained for fifteen (15) months.

3.9.2 Data within the commercial audit trail shall be retained for seven years, although some data will be retained for the term of this Agreement which may be longer.

3.9.3 Access to audit trail data is provided to authorised Post Office personnel either by interactive access or through a set of standard reports.

3.9.4 Security of data and audit trail

All data captured at the Data Centre either as part of a Transaction performed at a Counter Position or as an administration function shall form part of a unique Transaction which shall have a unique reference number. The format of this Transaction shall vary according to the Transaction type but will typically contain:

(a) Branch Code;

(b) Counter Position ID;

(c) unique Transaction ID;

(d) date;

(e) time;

(f) User ID; and

(g) Transaction details.

3.10 Reconciliation Support Facility

3.10.1 The Reconciliation Support Facility and associated reports support Post Office in establishing a common financial position between Post Office and those Clients and other third parties whose own processes may cause them not to accept a Transaction performed in a Branch.

3.10.2 Reports will be produced and provided to Post Office and the Reconciliation Support Facility will be supported by the processes specified in the CCD entitled "End to End Reconciliation Reporting" (SVM/SDM/SD/0020).

3.11 Training Support Facility

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3.11.1 The Training Support Facility supports training from CTOs enabling each CTO Counter within a CTO to operate an independent training environment.

3.11.2 The Training Support Facility utilises those aspects of the Business Capabilities and Support Facilities that provide Branch based capability together with separate functionality to simulate online interfaces which will return pre-defined simulation responses.

3.11.3 Users of the Training Support Facility will generate Training Transactions and Training Data that will be separated and separately identifiable from HNG-X Transactions and data. Training Data will not be passed to external clients or the audit stream.

3.11.4 Reports generated using the Training Support Facility will reflect the Training Transactions performed during the Training Session and stock levels reported will be adjusted accordingly.

3.11.5 Post Office will establish and manage each CTO Branch as a Branch within the live estate and each will be allocated their own Branch Code which will indicate that they are a CTO Branch.

3.11.6 The Training Support Facility will utilise Branch Infrastructure and will require the use of an operational data communications link in order to process Training Transactions. Each CTO Counter within a CTO will be connected by LAN through the shared single branch router, and there will be a shared back office printer.

3.11.7 The Training Support Facility will enable the Training Data of a CTO Counter to be reset back to a pre-defined default state.

3.11.8 The Training Support Facility will require the use of an operational data communications link in order that updates of software change and reference data can occur. This may take place automatically in the same manner as for Branches or at points in time that are agreed between Fujitsu Services and Post Office.

4. ADDING NEW BUSINESS CAPABILITIES OR SUPPORT FACILITIES

4.1 Introduction

4.1.1 When a new Business Capability or Support Facility is to be added under the Change Control Procedure, the following actions shall be completed:

4.1.1.1 a high-level description of the Business Capability or Support Facility shall be incorporated into paragraphs 5 or 6 including a statement of any interdependency with any existing (or new) Business Capability or Support Facility as appropriate;

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4.1.1.2 the relevant Schedules to this Agreement shall be updated to record the new Business Capability or Support Facility, including:

(a) Schedule 1 (Interpretation);

(b) Schedule C1 (Service Level Principles and Remedies);

(c) Schedule A5 (Post Office Responsibilities);

(d) this Schedule B3.2 (Business Capabilities and Support Facilities); and

(e) other Schedules to this Agreement, as relevant; and

4.1.2 Relevant CCDs shall be created or updated and referenced from the table contained in paragraph 7.

5. ADDITIONAL BUSINESS CAPABILITIES

This paragraph will include brief descriptions of each new Business Capability.

5.1 POca Card Issuing Business Capability

5.1.1 The POca Card Issuing Business Capability enables Post Office at Counter Positions to:-

5.1.1.1 issue POca Cards to new cardholders;

5.1.1.2 issue replacement POca Cards for lost or stolen cards;

5.1.1.3 issue replacement POca Cards for damaged cards;

5.1.1.4 withdraw POca Cards

5.1.2 The components of the POca Card issuing Business Capability are as follows:

5.1.2.1 Counter Transactions that use the In/Out Payment Business Capability to generate Transactions;

5.1.2.2 a network interface to the POca VPN network

5.1.2.3 a web service to:

(a) convert on-line Transactions generated by the counter into on-line Transactions in the POca host service format;

(b) route POca on-line Transactions to the POca host service;

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(c) convert the response to on-line Transactions returned from the POca host service into on-line Transactions in counter format;

(d) generate error messages if the on-line Transaction has not been processed successfully;

5.1.3 The counter dialogue for POca money transfer transactions is controlled by Post Office Reference Data

5.1.4 Transactions undertaken using the Bureau Service Business Capability shall be recorded as part of a customer session and shall be committed as part of the settlement process using the Payment Management Business Capability

5.2 Channel Integration Capability

5.2.1 The Channel Integration capability enables non-HNG-X devices to access a subset of HNG-X services through the use of a collection of technical services that handle the inbound and outbound messages to the non-HNG-X device and integrates with the HNG-X services.

5.3 Paragraph removed by CCN1640a

5.3.1 Not Used

5.4 Smart Metering Capability

5.4.1 The Smart Metering capability means the web service provided by Fujitsu that allows customers of British Gas to access and top up their Smart Card for usage on British Gas Meters.

6. ADDITIONAL SUPPORT FACILITIES

This paragraph will include brief descriptions of each new Support Facility.

6.1 Generic Web Services (GWS) Support Facility

6.1.1 Fujitsu Services will provide a set of services as defined in Annex C of the CCD 'Data Centre Operations Service: Service Description' (SVM/SDM/SD/0003) to enable GWS Clients to be developed, tested and deployed in the Fujitsu Data Centre.

6.1.2 The Generic Web Services Support Facility provides a generic set of facilities in the Fujitsu Data Centre which enables Post Office to:

6.1.2.1 define new GWS Clients;

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6.1.2.2 amend or update existing GWS Clients defined using the Generic Web Services Support Facility;

6.1.3 The Generic Web Services Support Facility enables messages to be received from, and responses to be sent to, an In/Out Payment Counter Transaction as defined in the CCD entitled "AP-ADC Reference Manual" (DES/GEN/MAN/002) and the 'APOP Authorisation Service – On-line Application Interface Specification" (AP/IFS/064);

6.1.4 The Generic Web Services Support Facility enables messages to be sent to, and responses to be received from, the GWS Client over the internet;

6.1.5 The Generic Web Services Support Facility enables messages sent to, and responses received from, the GWS Client to be encrypted as defined in the 'Web Service Client Connection Process' (REQ/GEN/PRO/1386);

6.1.6 Using the 'Web Service Client Connection Process' (REQ/GEN/PRO/1386) the Generic Web Services Support Facility enables Post Office to define for a Generic Web Service Client:

6.1.6.1 the routing of on-line messages between an In/Out Payment Counter Transaction and a GWS Client;

6.1.6.2 the transaction mapping between the In/Out Payment message format and the GWS Client message format:

- field mapping;
- field validation;
- data transformation;

6.1.6.3 the response code mapping between the response received from the GWS Client and the response returned in the In/Out Payment Counter Transaction;

6.1.6.4 the message data which must not be written to the Generic Web Service log file;

6.1.6.5 the network connection type.

6.2 Client File Delivery Support Facility

6.2.1 The Client File Delivery Support Facility enables:

6.2.1.1 transactions in PayStation and Post & Go–transaction files to be posted into the branch accounts;

6.2.1.2 transactions in the PayStation and Post & Go transaction files to be collated with HNG-X counter transactions;

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6.2.1.3 delivery of collated AP transaction data to Post Office Clients;

6.2.1.4 delivery of collated transaction data to POL MI Services;

6.2.1.5 Not Used;

6.2.1.6 collated AP transaction data to be summarised and delivered client transaction summaries;

6.2.2 The Client File Delivery Support Facility enables Data Files to be transferred to/from the Post Office Data Gateway Support Facility

6.3 Post Office Data Gateway Support Facility

6.3.1 The Post Office Data Gateway Support Facility enables Data Files to be transferred between:-

6.3.1.1 the HNG-X Data Centre and Post Office Clients;

6.3.1.2 the Post Office Data Centre and the HNG-X Data Centre;

6.3.1.3 Post Office Clients and the Post Office Data Centre;

6.3.2 The Post Office Data Gateway Support Facility enables:-

6.3.2.1 Data File transfers to the Post Office Data Gateway Support Facility to be initiated by the Post Office Data Gateway or by Post Office or its Clients;

6.3.2.2 Data File transfers from the Post Office Data Gateway Support Facility to be initiated by the Post Office Data Gateway or by Post Office or its Clients;

6.3.3 The Post Office Data Gateway Support Facility enables a Data File received by the Post Office Data Gateway Support Facility in one format to be transformed into another format that is supported by either Post Office or its Clients;

6.3.4 The Post Office Data Gateway Support Facility enables Data Files received by the Post Office Data Gateway Support Facility to be merged into a single Data File;

6.3.5 The Post Office Data Gateway Support Facility enables Data Files output by the Post Office Data Gateway Support Facility to be transferred to one or more recipients;

6.3.6 The Post Office Data Gateway Support Facility enables Data Files to be transferred using one of the Post Office Data Gateway Support Facility protocols specified in the '*Post Office Data Gateway to Post Office Clients Technical Interface Specification*' (DES/NET/TIS/1499);

6.3.7 The Post Office Data Gateway Support Facility enables Data Files to be transferred from an external (to the HNG-X Data Centre) sending service, or transferred to an external (to the HNG-X Data Centre) receiving service, using ISDN connections or the internet.

6.4 Common Digital Platform Adaptor

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6.4.1 The Common Digital Platform Adaptor relays messages received from the HNG counters using AP-ADC scripts to the external platform known as Common Digital Platform and relays the responses from Common Digital Platform back to the HNG counters.

7. LIST OF RELATED DOCUMENTS

7.1 Business Capability and Support Facilities definitions

7.1.1 Prior to start of Trigger Point T5 (Data Centre Ready for HNG-X), the provisions of Schedule B4.2 (Horizon software) applied and was linked to a number of definition documents. Following the implementation of Project HNG-X these documents were withdrawn.

7.1.2 This Schedule B3.2 provides a summarised description of the HNG-X Business Capabilities which defines the functionality available at each Post Office Counter for serving Customers and the Support Facilities which define the administration and background functionality used by Branches.

7.1.3 In addition, the CCD entitled 'Mapping Schedule B3.2 to the HNG-X Solution' (REG/GEN/REP/1091) provides a list of the existing Solution Baseline Documentation Sets and Contract Controlled Documents that apply to each Business Capability and Support Facility described in this Schedule B3.2.

7.2 The CCDs and CRDs listed in Table B below supplement the document described in paragraph 7.1.3 and relate to more than one Business Capability / Support Facility.

Table B

Document Title	Fujitsu Services Reference
HNG-X Technical Security Architecture	CCD ARC/SEC/ARC/0003
Horizon OPS Reports and Receipts - Post Office Account Horizon Office Platform Services	CCD SD/DES/005 (Replaced by (CCD) (DES/GEN/SPE/0008) September 2011, (CCD) (DES/GEN/SPE/0009) December 2013, (CRD) (DES/GEN/SPE/0010) May 2015, (CRD) (DES/GEN/SPE/0011) November 2013
HNG-X Style Guide	(CCD) DES/APP/STD/0001

8. POL Service Types

8.1 The POL Service Types applicable to the period after Acceptance Point Z3 are set out in Annex 1 to this Schedule.

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8.2 If Post Office notifies Fujitsu Services in writing that it no longer requires use of a POL Service Type and requests that Fujitsu Services disable that POL Service Type in accordance with Clause 10.5, then where Post Office ceasing to use that POL Service Type may affect the use of any other POL Service Type(s), Fujitsu Services shall advise Post Office accordingly. Where Fujitsu Services so advises Post Office, the Parties will discuss and agree (acting reasonably) the appropriate steps to be taken to address the effect of disabling the POL Service Type on any other POL Service Type(s).

8.3 In relation to the Generic Web Services (GWS) Support Facility, the GWS Client list that shall be maintained by Fujitsu Services is set out in Annex 2 to this Schedule B3. Should Post Office Limited no longer require use of a GWS Client it shall give Fujitsu Services no less than 30 days written notice.

9. ASSOCIATED DOCUMENTS

9.1 The following CCDs are associated with this Schedule B3.2:

	Document Reference	Document Title
1	ARC/SEC/ARC/00003	HNG-X Technical Security Architecture
2	SD/DES/005	Horizon OPS Reports and Receipts - Post Office Account Horizon Office Platform Service
3	DES/APP/STD/0001	HNG-X Style Guide
4	COM/CUS/SPE/0001	Post Office Contract Controlled and Contract Referenced Document List
5	DES/GEN/MAN/0002	AP-ADC Reference Manual
6	CS/PRD/058	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data
7	BP/DOC/008	Automated Payments System Client List
8	BP/DOC/014	POCL Automated Payments Generic Rules
9	EF/SER/001	Debit Card MoP Functional Description
10	AP/MAN/004	APOP Authorisation Service Reference Manual
11	BP/SPE/046	APOP Definition

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12	SVM/SDM/SD/0020	End To End Reconciliation Reporting
13	CR/FSP/006	Audit Trail Functional Specification
14	SVM/SDM/SD/0013	Reference Data Management Service: Service Description
15	SVM/SDM/STD/0001	Post Office Ltd Operational Business Change – Branch, Interface Agreement
16	Not Used	Not Used
17	BP/IFS/010	Application Interface Specification Reference Data to Fujitsu Services Limited
18	AS/IFS/001	Horizon to Post Office Feed Feed for Track and Trace Application Interface Specification
19	DES/APP/AIS/0009	Horizon Online – Streamline Application Interface Specification
20	ARC/SOL/ARC/0001	HNG-X Solution Architecture Outline
21	ARC/SEC/ARC/0002	Horizon Security in the absence of HNG-X
22	REQ/GEN/REP/1091	Mapping Schedule B3.2 to the HNG-X Solution
23	DES/GEN/SPE/0008	HNG-X Branch and Counter Reports
24	DES/GEN/SPE/0009	HNG-X Receipts, Slips and Labels

9.2 The following CRDs are associated with this Schedule B3.2.

1.	(DES/GEN/SPE/0011)	HNG-X AP and ADC Receipts
2	DES/GEN/SPE/0010	HNG-X Banking, Debit Card and ETopUp Receipts and Texts

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ANNEX 1

POL SERVICE TYPES

	HNG-X	
1	Point of Sale	
2	In / Out Payment (basic services)	
3	In / Out Payment (Advanced Data Capture)	
4	In / Out Payment (APOP)	
5	Until Payment and Banking Service Trigger Point PBS5, Completion of Migration to Payment and Banking Service; Banking (CAPO) After Payment and Banking Service Trigger Point PBS5, Completion of Migration to Payment and Banking Service; Removed by CCN1672a	
6	Until Payment and Banking Service Trigger Point PBS5, Completion of Migration to Payment and Banking Service; Banking (Santander) After Payment and Banking Service Trigger Point PBS5, Completion of Migration to Payment and Banking Service; Removed by CCN1672a	
7	Until Payment and Banking Service Trigger Point PBS5, Completion of Migration to Payment and Banking Service; Banking (LINK) After Payment and Banking Service Trigger Point PBS5, Completion of Migration to Payment and Banking Service;	

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	Removed by CCN1672a	
8	DVLA Licensing	
9	Electronic Top-Up	
10	Bureau Service	
11	Postal Services	
12	Payment Management (Basic MOPs)	
13	Payment Management (Debit Card)	
14	Payment Management (Credit Card)	
15	Cash and Stock Management	
16	Branch Management	
17	Branch Administration	
18	Branch Support	
19	Transaction Management (Transaction storage and management)	
20	Transaction Management (TES QA)	
21	File Management	
22	Reference Data	
23	PAF	
24	Message Handling	
25	Audit	
26	Reconciliation (Banking style)	
27	Reconciliation (AP style)	
28	CTO Training	
29	POca Card Issuing Business Capability	

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30	Generic Web Services Support Facility	
31	Client File Delivery Support Facility	
32	Post Office Data Gateway Support Facility	
33	Collect and Returns Support Service	
34	Removed by CCN1640a	
35	Smart Metering Capability	
36	Channel Integration Capability	
37	Common Digital Platform Adaptor (CDPA)	
38	Additional Branch Reporting Business Capability	
39	After Payment and Banking Service Trigger Point PBS4, Commencement of Migration to Payment and Banking Service; Banking (Ingenico/Vocalink)	

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ANNEX 2

GENERIC WEB SERVICES (GWS)

	GWS Client Name	Date Effective from:	CT or CWO introducing the Service into Live	Date of GWS Client Ceased	CT or CWO removing the Service
1	**SFA (Skills Funding Agency)**	**13th November 2012**	**CT1009**	31st May 2016	CT1943
2	**POLO**	**10th December 2012**	**CT1218**	31st Dec 2019	CWO148a
3	**UK Online**	**23rd May 2013**	**CT1201a**	31st Dec 2019	CWO148a
4	**DVLA** Vehicle Excise Duty (VED) and Change of Tax Class (CTC) Note: Duplicate Licence (DL) element removed under CT1585	**16th June 2013**	**CT1091**		
5	**Homephone & Broadband**	**25th July 2013**	**CT1214**	31st May 2021	CWO0365a
6	**National Express Ticketing service Web Service**	**15th September 2013**	**CT1213**		
7	**The Health Lottery**	**16th September 2013**	**CT1256**		

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8	**UKBA (UK Border Agency) Support Payments Web Service**	**04th November 2013**	**CT1261a**	31st Oct 2017	CT2272
9	**DVLA Direct Debit**	**1st October 2014**	**CT1584**		
10	**Click & Collect**	**12th May 2015**	**CT1398, CT1346b**		
11	**FMCV Travel Money Card**	**28th April 2015**	**CT1429, CT1513, CT1943**		

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SCHEDULE B3.3

HNG-X CENTRAL AND TELECOMMUNICATIONS INFRASTRUCTURE

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections
2.0	25/01/07	Baseline copy of 1.1
3.0	23/02/09	Baseline copy of 2.1
3.1	13/05/09	Applying changes as per CCN1258
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	23/12/09	Applying changes as per CCN 1268
6.2	05/01/10	Applying changes as per CNN 1272
6.3	31/03/10	Applying changes as per CCN1276a
6.4	01/04/10	Applying changes as per CCN1270
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu.
8.0	21/02/12	Applying changes specified in CCN1294d
9.0	13/01/14	Applying changes as per CCN1349,1311b, 1328b and CCN1400
10.0	10/09/15	Applying changes as per CCN1418, CCN1420a and as subsequently amended in this CCN1506 and moving all Schedules to V10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1423c, CCN1427 and moving all Schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN1610, CCN1614a, CCN1618a, CCN1621 and moving all schedules to V12.0
13.0		Updating as per CCN1629, CCN1632 and CCN1650c and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1651b, CCN1655a, CCN1662a, CCN1623b, CCN1648b, CCN1672a and moving all Schedules to v14.0
14.0a	5/5/2022	Updating as per CCN1623b Part 2 sections missed in V14.0 conformance.

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SCHEDULE B3.3

HNG-X CENTRAL AND TELECOMMUNICATIONS INFRASTRUCTURE

1. HNG-X SERVICE INFRASTRUCTURE

1.1 Introduction

1.1.1 This Schedule B3.3 records and specifies the HNG-X Service Infrastructure that shall be provided by Fujitsu Services in order to deliver the Business Capabilities and Support Facilities described in Schedule B3.2.

1.1.2 The HNG-X Service Infrastructure comprises, in the period up to 31st March 2015:

(a) Branch Infrastructure, the provisions relating to which are set out in Schedule B3.4;

(b) HNG-X Central Infrastructure;

(c) HNG-X Telecommunications Infrastructure; and

(d) POLSAP Central Infrastructure (from the POLSAP R1 Go Live Date)

and in the period from 1st April 2015, the

(a) HNG-X Central Infrastructure;

(b) HNG-X Telecommunications Infrastructure; and

(c) POLSAP Central Infrastructure (from the POLSAP) R1 Go Live Date).

and in the period from 14th March 2019, the

(a) HNG-X Central Infrastructure; and

(b) HNG-X Telecommunications Infrastructure.

1.1.3 The HNG-X Service Infrastructure provides functions and capabilities used to deliver the Business Capabilities and Support Facilities, and the Operational Services.

1.1.4 The provisions of this Schedule shall not apply in respect of the HNG-X Central Infrastructure or HNG-X Telecommunications Infrastructure, and accordingly it does not form part of the HNG-X Service Infrastructure.

1.2 HNG-X Central Infrastructure

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1.2.1 Subject to paragraph 1.3.4(f), Fujitsu Services shall provide all equipment at the Data Centres necessary to provide the Business Capabilities and Support Facilities. This equipment, including the telecommunications equipment, shall have sufficient capacity to meet the business volumes as set out in the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033).

1.2.2 The Transfer Asset Register shall be updated in accordance with the timetable contained in paragraph 3.2.1 of Schedule E.

1.2.3 Fujitsu Services shall maintain all increases in the capacity of the HNG-X Service Infrastructure which Fujitsu Services have agreed to make at the request of Post Office.

1.2.4 Fujitsu Services shall retain all hardware and software provided to a particular Post Office specification, save that Fujitsu Services may substitute identical replacements for such hardware and software.

1.2.5 Fujitsu Services may replace, upgrade, remove or decommission hardware and software from time to time comprised in the HNG-X Service Infrastructure provided that it continues at all times to comply with its obligations in paragraphs 1.2.3 and 1.2.4 (unless agreed otherwise under the Change Control Procedure).

1.2.6 Fujitsu Services shall use the facilities of the DR Data Centre to provide a testing environment, which shall be known as the SV&I Rig which shall support functional testing until 31st December 2021.

1.2.7 Fujitsu Services shall maintain at their Bracknell location the Integration (INT) Rig which shall support integration testing until 31st December 2021.

1.2.8 Fujitsu Services shall maintain at their Bracknell location the Component Integration and Test (CIT) Rig which shall support development testing until 31st December 2021.

1.2.9 Any additional test configurations that are required to support changes to Post Office's business shall be dealt with through the Change Control Procedure.

1.2.10 Not used – removed by CT2589b

1.3 HNG-X Telecommunications Infrastructure

1.3.1 Removed by CCN1623b

1.3.2 Removed by CCN1623b

1.3.3 Central Telecom Infrastructure

The Central Telecom Infrastructure provides network connections:

(i) between Data Centres and Post Office sites;

(ii) between Data Centres and Client sites;

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(iii) between Data Centres and Fujitsu Services support sites;

(iv) between Data Centres and the Ingenico Central Platform;

(v) between the Data Centres and third party support sites;

(vi) between the two Data Centres (intercampus links); and

(vii) for the test service including any test Branches.

1.3.4 Interface support for Post Office services or Client services

(a) The HNG-X Telecommunications Infrastructure shall include capability to enable connection between the Data Centres and Post Office systems or Client systems. The style of connection and operation shall be defined in the relevant TIS and shall support real and delayed time initiation of activities.

(b) The HNG-X Telecommunications Infrastructure and HNG-X Central Infrastructure shall provide a file distribution function which shall be responsible for the transfer, monitoring and retry of files as specified in the relevant AIS and / or TIS.

(c) The HNG-X Service Infrastructure shall support authorisations for Post Office products through access to computer systems which are external to Post Office services or are within Post Office services.

(d) Additional Post Office services or additional Client services which require an additional interface may be agreed from time to time between Post Office and Fujitsu Services and shall be specified in an additional TIS and / or an additional AIS.

(e) Interface Support for Santander

(i) Fujitsu Services shall be responsible for provision of, security of, and management of the communications link between the Data Centres and Santander (which for the purposes of this Schedule includes the physical routers, encryption devices, file transfer management servers and associated cabling), subject to Post Office complying with (and ensuring that any third party Post Office uses for siting or storage of such equipment complies with) the following:

(1) provision of a suitable physical operating environment for Fujitsu Services' equipment used for or in connection with the communications link including the following:

(A) ensuring the physical security of all equipment which is located on Post Office and/or any such

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third party's premises to protect against unauthorised access; and

(B) provision of environmental conditions as reasonably required by Fujitsu Services.

(2) permitting Fujitsu Services to gain access (at reasonable times and on reasonable notice) to all locations where such equipment is held or is to be installed, in order to enable Fujitsu Services to effect or procure the installation, maintenance, repair, renewal and support of such equipment.

(f) Interface Support for CAPO, LINK and Vocalink

(i) Post Office shall be responsible for procuring the provision of, security of, and management of the communications links between the Data Centres and CAPO and LINK respectively (which for the purposes of this Schedule shall include the physical routers, encryption devices, file transfer management servers and associated cabling) in accordance with and subject to paragraph 1.3.4(g), subject to Fujitsu Services complying with (and ensuring that any Subcontractor or third party Fujitsu Services uses for siting or storage of such equipment complies with) the following:

(1) provision of a suitable physical operating environment for CAPO and LINK equipment used for or in connection with the communications links including the following:

(A) ensuring the physical security of all equipment which is located on Fujitsu Services and/or any such third party's premises to protect against unauthorised access; and

(B) provision of environmental conditions as reasonably required by CAPO and/or LINK;

(2) permitting CAPO and/or LINK (including their respective contractors) to gain access (at reasonable times and on reasonable notice, and subject to paragraph 1.3.4(g)) to all locations where such equipment is held or is to be installed, in order to enable Post Office to effect or procure the installation, maintenance, repair, renewal and support of such equipment; and

(3) any reasonable request for co-operation and/or information made by Post Office from time to time, where the provision of such co-operation or information

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is necessary to enable Post Office to perform the Post Office Communications Links Services.

(ii) Post Office shall be responsible for procuring the provision of, security of, and management of the communications links between the Ingenico Central Platform and Vocalink in accordance with and subject to paragraph 1.3.4(g), subject to Fujitsu Services complying with (and ensuring that any Sub-contractor or third party Fujitsu Services uses complies with) any reasonable request for co-operation and/or information made by Post Office from time to time, where the provision of such co-operation or information is necessary to enable Post Office to perform the Post Office Communications Links Services.

(g) Post Office Communications Links Services

Post Office shall, in relation to paragraph 1.3.4(f), be responsible for ensuring that:

(i) the Post Office Communications Links Services are carried out promptly, efficiently, diligently and professionally, and with all reasonable skill and care;

(ii) it obtains an undertaking from each Vocalink/LINK and CAPO that its respective employees, servants, agents or sub-contractors engaged to perform the Post Office Communications Links Services:

(1) keep confidential, and not disclose to anyone else, any Confidential Information of Fujitsu Services disclosed by or obtained from Fujitsu Services (or its subcontractors) in the course of performing the Post Office Communications Links Services;

(2) use such Confidential Information only to the extent reasonably required to perform the Post Office Communications Links Services; and

(3) return such Confidential Information held in tangible form to Post Office, and to irretrievably delete or destroy all such information held in electronic form, on termination or expiry of that party's obligations in respect of the Post Office Communications Links Services,

other than as required by law;

(iii) it or any third party engaged by it to perform the Post Office Communications Links Services complies with any reasonable instructions and/or requirements (including without limit any

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reasonable instructions and/or requirements relating to Data Centre security) given to it by Fujitsu Services(or its Subcontractors) from time to time; and

(iv) the communication links between the Data Centres and CAPO and LINK (respectively) and between the Ingenico Central Platform and Vocalink, shall have sufficient capacity to meet Post Office's business volume requirements from time to time; and

(v) Post Office shall fully indemnify Fujitsu Services in respect of any personal injury or loss of or damage to Property incurred by Fujitsu Services, its contractors or their respective employees and authorised agents to the extent that such personal injury or loss of Property is caused by a Default of Post Office, its employees, agents or contractors in connection with the performance of the Post Office Communications Links Services.

1.4 Exclusivity

1.4.1 No computer system shall be connected to the HNG-X Central Infrastructure or to those elements of the HNG-X Telecommunications Infrastructure which are employed exclusively in the provision of the HNG-X Services without the approval of Post Office.

1.4.2 Fujitsu Services shall maintain a register of computer systems with which such connections are allowed.

1.4.3 The HNG-X Central Infrastructure and HNG-X Telecommunications Infrastructure shall provide links into other computer systems as required to support the introduction of new or re-engineered Transactions required by Post Office.

1.4.4 The identity of any computer system with which a link is to be established shall be authenticated.

1.4.5 Fujitsu Services shall produce reports detailing any attempt to establish a link (specified in paragraph 1.4.3) which is rejected. Fujitsu Services shall provide these reports to Post Office on request. Such reports will not be required where the link is between the HNG-X Central Infrastructure / HNG-X Telecommunications Infrastructure and the Banks; and the rejection is due to a failure of the Banks; or between the HNG-X Central Infrastructure / HNG-X Telecommunications Infrastructure and the MA and the rejection is due to a failure of the MA.

1.5 Continued Support of operating systems and Software

Fujitsu Services shall fully support the Software in the HNG-X Service Infrastructure during the life of the elements of HNG-X Service Infrastructure on which such Software is utilised in providing Services.

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1.6 Functional Title or Code

Fujitsu Services shall ensure that each component of the HNG-X Service Infrastructure is clearly marked with a functional title or code so that it can be readily identified in the relevant documentation and related to its proper place in the HNG-X Service Infrastructure.

1.7 Not Used

1.7.1 Not Used.

1.7.2 Not Used.

2. SECURITY

2.1 Introduction

This section covers the security provisions relating to the HNG-X Service Infrastructure.

2.2 Encryption Key Management

2.2.1 The HNG-X System shall support a reliable and secure means for the transfer of data to the Data Centre. This shall include the use of techniques used selectively and in agreement between Post Office and Fujitsu Services as specified in the CCD entitled "HNG-X Technical Security Architecture" (ARC/SEC/ARC/0003)

2.2.2 With the exception of PIN Pads (in which case paragraph 2.1.4 of Schedule B3.4 shall apply), a key management system shall be in place so the encrypted data can be deciphered without risk of that cryptographic key being exposed.

2.2.3 Fujitsu Services shall support the use of PIN Pads and the associated cryptographic management. PIN Pads shall comply with the requirements of ISO 9564.

3. BUSINESS CONTINUITY

3.1 Introduction

This paragraph 3 covers the business continuity provisions relating to the HNG-X Service Infrastructure.

3.2 End to End Recovery

End-to-end recovery shall be performed by Fujitsu Services in accordance with the CCD entitled “HNG-X Business Continuity Framework” (SVM/SDM/SIP/0001).

3.3 Business Continuity

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3.3.1 Data Centre Resilience

(a) One Data Centre will be used to support the Business Capabilities and Support Facilities (the "Live Data Centre") with a second Data Centre providing DR (the "DR Data Centre"). There are network components (appliances and platforms) at the DR Data Centre which contribute to the provision of Business Capabilities and Support Facilities.

(b) The DR Data Centre will under normal operation be used for testing except where it needs to be used for business continuity tests. The DR Data Centre will also host some live network components.

(c) Each Data Centre shall have the capability in normal operation with no failures or a single failure having occurred:

(i) to support the Contracted Volumes as defined in the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033); and

(ii) to support Fujitsu Services' obligations in respect of Service Levels set out in Schedule C1 and each applicable Service Description.

(d) Each Data Centre will be configured such that the failure of a single component will not cause the Business Capabilities and Support Facilities to fail. For the avoidance of doubt, Fujitsu Services will inform Post Office of those major Data Centre components whose failure may result in the need to invoke DR. There is a single high capacity WAN circuit into each Data Centre. Should the link into one Data Centre fail then a patch via the other Data Centre will be used.

(e) Switchover to backup systems within the Data Centre and for the network connections within the Data Centre:

(i) for real-time elements of the Business Capabilities and Support Facilities shall be automated; and

(ii) for non-real time elements may be automated or manual.

(f) Switchover from the Live Data Centre to the DR Data Centre will be manually initiated.

(g) In the event that the DR Data Centre needs to be used to run the live service or if the DR Data Centre itself is unavailable, there will be no significant test environment available. In this scenario, limited testing (sufficient to test minor fixes needed to keep the live service operational) will be available at a Fujitsu Services development site. However such testing facilities will not be sufficient to test releases.

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3.3.2 The Central Network

(a) The Central Network comprises the network communications between the Data Centres and the switches used by Fujitsu Services (or Fujitsu Services' Sub-contractor which operates such network) to:

(i) Until November 15th January 2018, answer ISDN calls from Branches;

(ii) convert asynchronous transfer mode (ATM) communications from ADSL Branches into internet protocol (IP) communications; or

(iii) convert leased line communications from Branches into internet protocol (IP) communications

(iv) convert wireless wide area network (WAN) protocols from Branches into internet protocol (IP) communications,

(the "Central Network").

(b) The loss of a major sub-contractor network switching node within the Central Network shall not cause the complete loss of the Branch Telecom Infrastructure. However, should a loss of a major sub-contractor network switching node within the Central Network occur, Fujitsu Services (in addition to its other obligations under this Agreement) shall use all reasonable endeavours to procure that any shortfall in system performance is recovered within seven days of that loss.

(c) The Central Network shall be configured such that there shall be no single point of failure within the Central Network. Some failures in the Central Network may require the Branch to re-establish communications with the Data Centre.

3.3.3 The Santander Circuit

(a) The Santander Circuit shall be configured such that there shall be no single point of failure (including site failure) within the Santander Circuit.

(b) "The Santander Circuit shall have the capability in normal operation, with no failures or a single failure having occurred to that link:"

(i) to support the Contracted Volumes for Banking Transactions for Santander as defined in the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033); and

(ii) of supporting Fujitsu Services' obligations in respect of Service Levels set out in Schedule C1 and each applicable Service Description.

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4. ASSOCIATED DOCUMENTS

4.1 The following CCDs are associated with this Schedule B3.3.

	Document Reference	Document Title
1	PA/PER/033	Horizon Capacity Management and Business Volumes
2	SVM/SDM/SIP/0001	HNG-X Business Continuity Framework
3	ARC/SEC/ARC/0003	HNG-X Technical Security Architecture
4	Not Used	

4.2 There are no CRDs associated with this Schedule B3.3.

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3. BUSINESS CONTINUITY

3.1 Introduction

This paragraph 3 covers the business continuity provisions relating to the HNG-X Service Infrastructure.

3.2 End to End Recovery

End-to-end recovery shall be performed by Fujitsu Services in accordance with the CCD entitled "HNG-X Business Continuity Framework" (SVM/SDM/SIP/0001).

3.3 Business Continuity

3.3.1 Data Centre Resilience

(a) One Data Centre will be used to support the Business Capabilities and Support Facilities (the "Live Data Centre") with a second Data Centre providing DR (the "DR Data Centre"). There are network components (appliances and platforms) at the DR Data Centre which contribute to the provision of Business Capabilities and Support Facilities.

(b) The DR Data Centre will under normal operation be used for testing except where it needs to be used for business continuity tests. The DR Data Centre will also host some live network components.

(c) Each Data Centre shall have the capability in normal operation with no failures or a single failure having occurred:

(i) to support the Contracted Volumes as defined in the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033); and

(ii) to support Fujitsu Services' obligations in respect of Service Levels set out in Schedule C1 and each applicable Service Description.

(d) Each Data Centre will be configured such that the failure of a single component will not cause the Business Capabilities and Support Facilities to fail. For the avoidance of doubt, Fujitsu Services will inform Post Office of those major Data Centre components whose failure may result in the need to invoke DR. There is a single high capacity WAN circuit into each Data Centre. Should the link into one Data Centre fail then a patch via the other Data Centre will be used.

(e) Switchover to backup systems within the Data Centre and for the network connections within the Data Centre:

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(i) for real-time elements of the Business Capabilities and Support Facilities shall be automated; and

(ii) for non-real time elements may be automated or manual.

(f) Switchover from the Live Data Centre to the DR Data Centre will be manually initiated.

(g) In the event that the DR Data Centre needs to be used to run the live service or if the DR Data Centre itself is unavailable, there will be no significant test environment available. In this scenario, limited testing (sufficient to test minor fixes needed to keep the live service operational) will be available at a Fujitsu Services development site. However such testing facilities will not be sufficient to test releases.

3.3.2 The Central Network

(a) The Central Network comprises the network communications between the Data Centres and the switches used by Fujitsu Services (or Fujitsu Services' Sub-contractor which operates such network) to:

(i) Until November 15th January 2018, answer ISDN calls from Branches;

(ii) convert asynchronous transfer mode (ATM) communications from ADSL Branches into internet protocol (IP) communications; or

(iii) convert leased line communications from Branches into internet protocol (IP) communications

(iv) convert wireless wide area network (WAN) protocols from Branches into internet protocol (IP) communications,

(the "Central Network").

(b) The loss of a major sub-contractor network switching node within the Central Network shall not cause the complete loss of the Branch Telecom Infrastructure. However, should a loss of a major sub-contractor network switching node within the Central Network occur, Fujitsu Services (in addition to its other obligations under this Agreement) shall use all reasonable endeavours to procure that any shortfall in system performance is recovered within seven days of that loss.

(c) The Central Network shall be configured such that there shall be no single point of failure within the Central Network. Some failures in the Central Network may require the Branch to re-establish communications with the Data Centre.

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3.3.3 The Santander Circuit

(a) The Santander Circuit shall be configured such that there shall be no single point of failure (including site failure) within the Santander Circuit.

(b) "The Santander Circuit shall have the capability in normal operation, with no failures or a single failure having occurred to that link:"

(i) to support the Contracted Volumes for Banking Transactions for Santander as defined in the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033); and

(ii) of supporting Fujitsu Services' obligations in respect of Service Levels set out in Schedule C1 and each applicable Service Description.

4. ASSOCIATED DOCUMENTS

4.1 The following CCDs are associated with this Schedule B3.3.

	Document Reference	Document Title
1	PA/PER/033	Horizon Capacity Management and Business Volumes
2	SVM/SDM/SIP/0001	HNG-X Business Continuity Framework
3	ARC/SEC/ARC/0003	HNG-X Technical Security Architecture
4	Not Used	

4.2 There are no CRDs associated with this Schedule B3.3.

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SCHEDULE B3.4

BRANCH INFRASTRUCTURE

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections
2.0	25/01/07	Baseline copy of 1.1
2.1	19/03/07	Applying CCN 1206
3.0	09/07/07	Baseline copy of 2.1
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Applying changes as per CCN1294d and CCN1289a
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Applying changes as per CCN1421a and Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1423c and moving all Schedules to V11.0 as per CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Updating as per CCN1616b and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1623b, CCN1672a and moving all Schedules to V14.0

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SCHEDULE B3.4

BRANCH INFRASTRUCTURE

1. INTRODUCTION

1.1 The purpose of this Schedule B3.4 is to:

1.1.1 record and specify the Branch Infrastructure that Post Office shall be responsible for ensuring is in place in order for, Fujitsu Services to deliver the Horizon Applications and the Business Capabilities and Support Facilities, and thereby provide the HNG-X Services;

1.1.2 Paragraph removed by CCN1616b.

2. BRANCH INFRASTRUCTURE

2.1 Branch Infrastructure

2.1.1 Post Office Ltd shall provide equipment as specified in the CCD entitled "Counter Hardware Design Specification" (BP/DES/003) in all Branches and any other Post Office authorised location (the "Initial Branch Infrastructure").

2.1.2 , Changes to the locations and number of sets of the Branch Infrastructure Equipment requested by Post Office shall be in accordance with the process defined in the CCD entitled "Post Office Ltd Operational Business Change – Branch, Interface Agreement" (SVM/SDM/STD/001).

2.1.3 Save as may be agreed under the Change Control Procedure, the use of Equipment in non Branch locations (e.g. Head Office Counter Positions) shall not require Fujitsu Services to undertake any additional software development, testing or support, or any site modification or preparation beyond standard site preparation.

2.1.4 PIN Pads

(a) Fujitsu Services shall ensure that all automated Counter Positions shall have the capability to support the use of PIN Pads.

(b) Until Payment and Banking Service Trigger Point PBS3, Commencement of Payment and Banking Pilot; Fujitsu Services shall provide and maintain firmware distribution facilities to ensure the distribution of firmware from the Data Centres to PIN Pads. The facility shall meet the software control requirements of ISOP 9564; After Payment and Banking Service Trigger Point PBS3, Commencement of Payment and Banking Pilot;

(i) for PIN Pads attached to Counter Positions not migrated to Payment and Banking Service; Fujitsu Services shall provide and maintain firmware distribution facilities to ensure the distribution of firmware from the Data Centres to PIN Pads. The facility shall meet the software control requirements of ISO 9564;

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(ii) for PIN Pads attached to Counter Positions migrated to Payment and Banking Service; Fujitsu Services' Sub-contractor Ingenico shall provide and maintain distribution facilities to ensure the distribution of the C3 Software from the Ingenico Central Platform to PIN Pads;

After Payment and Banking Service Trigger Point PBS5, Completion of Migration to Payment and Banking Service; Fujitsu Services' Sub-contractor Ingenico shall provide and maintain distribution facilities to ensure the distribution of the C3 Software from the Ingenico Central Platform to PIN Pads.

(c) Removed by CCN1672a.

2.1.5 Peripheral and input devices equipment general requirements

Peripheral and input devices supplied as part of the elements of HNG-X Service Infrastructure shall be capable of detecting contention, premature removal and swapping of Smart Tokens.

2.1.6 Peripherals Flexibility

(a) The Branch Infrastructure shall have the flexibility for additional peripheral equipment to be added in the future, including input devices and printers.

(b) The capacity for connectivity of peripherals at each Counter Position shall be set out in the CCD entitled "Counter Hardware Design Specification" (BP/DES/003).

2.1.7 Future Flexibility for Sharing of Specialist Peripherals

The Branch Infrastructure shall support:

(a) the sharing of the back office printer between all Counter Positions in the Branch; and

(b) the sharing of weigh scales between those Counter Positions that are physically connected to the same weigh scales.

Any sharing of any other specialist peripherals between Counter Positions shall be handled under the Change Control Procedure.

2.1.8 Appearance of the Branch Infrastructure Equipment

(a) With the exception of PIN Pads the standards for equipment livery to be used within the Branch Infrastructure are defined in the CCD entitled "Counter Hardware Design Specification" (BP/DES/003). The standards for equipment livery for PIN Pads are defined in the CCD entitled "PIN Pad Product Specification" (NB/PDN/010).

(b) The procedures required to maintain the appearance of the Equipment shall be minimal and capable of being undertaken by the local Branch

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Users. It shall be comparable to the cleaning required of any desk-based office computer system.

2.1.9 Health, Safety and Legal obligations

All Branch Infrastructure Equipment shall comply with the health, safety and legal requirements set out in Schedule A4.

2.1.10 Equipment Environmental Considerations

All Branch Infrastructure Equipment shall comply with the Equipment environmental considerations set out in Schedule A4.

2.1.11 Paragraph removed by CCN1616b

2.1.12 Paragraph removed by CCN1616b

2.1.13 Paragraph removed by CCN1616b

3. TECHNOLOGY REFRESH

3.1 Paragraph removed by CCN1616b

3.2 Management of Equipment

3.2.1

No change shall be made to the specification of Equipment to be used within the Branch Infrastructure without prior approval by Post Office. Post Office shall ensure that any changes in the specification of Equipment provided by the EUC Tower Contractor shall be reviewed and approved by Fujitsu Services; any consequential changes required in the HNG-A Application shall be managed in accordance with Change Control Procedure. Fujitsu Services shall not unreasonably withhold or delay their approval to a change in specification where the replacement Equipment does not materially affect the workings of the HNG-A Application. Post Office will not unreasonably withhold its consent to a change in specification where replacement Equipment of the same specification is no longer available at reasonable cost within the UK.

3.2.2

The Equipment used within the Infrastructure and any equipment used in the Replaced Branch Infrastructure shall be reviewed by Post Office, the EUC Tower Contractor, the Network Tower Contractor and Fujitsu Services at times reasonably agreed by them to assess whether the most appropriate technology is deployed

3.3 Assumptions

3.3.1 In relation to Services, Service Levels and Charges it is assumed:

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(a) that the reductions in the number of Branches and Counter Positions during the term of this Agreement will take place in accordance with the table in Part 1 of Annex A of Schedule D1;

3.4 **Paragraph removed by CCN1616b**

3.5 **Paragraph removed by CCN1616b**

4. ASSOCIATED DOCUMENTS

4.1 The following CCDs are associated with this Schedule B3.4:

	Document Reference	Document Title
1	(Withdrawn in CCN1423c)	
2	BP/DES/003	Counter Hardware Design Specification
3	SVM/SDM/STD/001	Post Office Ltd Operational Business Change – Branch Interface Agreement
4	NB/PDN/010	PIN Pad Product Specification
5	Withdrawn in CCN1616b	

4.2 The following CRDs are associated with this Schedule B3.4:

	Document Reference	Document Title
1	Withdrawn in CCN1616b	

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SCHEDULE B4.1

LICENCES

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	25/01/07	Baseline copy of 1.4
3.0	09/07/07	Baseline copy of 2.1
4.0	23/02/09	Baseline copy of 3.1
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all Schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	CCD reference updates and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1427 and updating all Schedules to V11.0 as per CCN1604
12.0	03/07/17	Applying changes as per CCN1610 and moving all schedules to V12.0
13.0		Updating as per CCN1616b and CCN1617a, CCN1647 and moving all Schedules to v13.0
14.0	20/12/2021	Updated as per CCN1669a and moving all Schedules to v14.0

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SCHEDULE B4.1

LICENCES

1. HORIZON THIRD PARTY SOFTWARE

1.1 Table 1 below lists Horizon Third Party Software provided for operational use by End Users in accordance with the applicable provisions of Clause 30 of this Agreement.

Table 1: Horizon Third Party Software

Description and Product Name	Scope & purpose	Class
Office Platform Service "Windows NT Workstation" "Riposte"	 Operating system Riposte desktop, messaging and journal systems.	 Horizon Third Party Software (Microsoft) Horizon Third Party Software (An Post/Escher)
Auditor access to TMS	To provide auditor access to TMS journal records.	Horizon Third Party Software (An Post/Escher) & Fujitsu Services' Software.
WebRiposte	An enhanced version of Riposte providing additional services based upon web-enabled functionality.	Right to use granted to Post Office in accordance with paragraph 2 of this Schedule B4.1.
Asset Manager	A component of Riposte providing mechanisms for managing financial information and accessing transaction data.	Right to use granted to Post Office in accordance with paragraph 2 of this Schedule B4.1.
Framework	A bespoke set of software components facilitating the development of Horizon financial transactions.	Right to use granted to Post Office in accordance with paragraph 2 of this Schedule B4.1.

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Description and Product Name	Scope & purpose	Class
Hypercom PIN Pad Software	The software used to support the operation of PIN Pads.	Horizon Third Party Software (Hypercom).
Mails Product	Escher Mails product (version 3.3) allows the introduction of country specific services and charges and the future implementation of size based pricing for non-standard letters and packets, including track and trace facilities.	Right to use granted to Post Office in accordance with paragraph 2 of this Schedule B4.1.
Geller Touch v8.10.12	Retail sales application for use by Post Office on the PostShop Branch Infrastructure.	Horizon Third Party Software.
PC Anywhere v.11	Communication software for use on the PostShop Branch Infrastructure.	Licensed to Post Office by the third party licensor, subject to and solely, notwithstanding anything to the contrary in Clause 30 of this Agreement, on the basis of the licensor's standard terms.
Lexcel Test System Network Enterprise Licence	The software used to emulate Santander, LINK and CAPO within the testing environment.	Horizon Third Party Software for use by Post Office. (Lexcel)

1.2 Table 2 below lists the software which Post Office sub-licenses or grants rights to use to Fujitsu Services in accordance with Clause 31 of this Agreement.

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Table 2: Software provided by Post Office

Original supplier and Software product name	Purpose and applicable Service	Sub-licence (SL) or right to use (RTU)	Any additional restrictions on the sub-licence
Siemens Metering Ltd Name: "SML Software" Version numbers for the SML Software will initially be agreed between the parties and may be amended from time to time in accordance with the CCD entitled "Software Sub-licence for Smart Card Security Software" (ICL Pathway reference AP/DOC/004).	Smart card security capable of being executed on a personal computer operating Windows 95 or Windows NT. Automated Payment Service for Quantum and SPM smart cards.	SL	There is no right to modify the Software. The specific sub-licensing terms and conditions including any further restrictions are specified in the CCD entitled "Software Sub-licence for Smart Card Security Software" (ICL Pathway reference AP/DOC/004)
QAS Limited Name: "QuickAddress Name Tracer"	Provides name and address capture, recodes postcodes, performs name validation and keyword searching – for integration into Horizon Applications such as the Mails Application and APS.	RTU	The specific terms and conditions including any further rights and restrictions are specified in the CCD entitled "QAS Software Right to Use and Data Sub-Licence" (SU/CON/036)

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Original supplier and Software product name	Purpose and applicable Service	Sub-licence (SL) or right to use (RTU)	Any additional restrictions on the sub-licence
QAS Limited Name: "QuickAddress Validator"	Provides validation of proof of address documents, address validation and fraud prevention – for integration into Horizon Applications such as Mails and APS.		
QAS Limited Name: "QuickAddress Pro with Welsh PAF"	As "QuickAddress Name Tracer" above but using Welsh postal address data		
SAP UK Limited mySAP.com Solution Suite version 4.7 and SAP NetWeaver Master Data Management version 3.0 (and any updates to or new versions thereof provided by Post Office for use by Fujitsu Services)	Purpose: Facilitates and supports the configuration of Configured POL FS by Post Office or a third party on behalf of Post Office Service: POL FS Services	RTU	The specific terms and conditions including any further rights and restrictions are specified in the CCD entitled: "SAP Software Right to Use and Maintenance Agreement for Fujitsu Services" (CF/CON/001)

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Original supplier and Software product name	Purpose and applicable Service	Sub-licence (SL) or right to use (RTU)	Any additional restrictions on the sub-licence
SAP UK Limited Name: DB for SAP versions 9.2.04 and 9.2.05 (and any updates to or new versions thereof provided by Post Office for use by Fujitsu Services)	Purpose: the database engine used in conjunction with the SAP Software Service: POL FS Service	RTU	The specific terms and conditions including any further rights and restrictions are specified in the CCD entitled: "SAP Software Right to Use and Maintenance Agreement for Fujitsu Services" (CF/CON/001)
Microsoft Azure Services	Horizon Platform	RTU – as provided in Schedule I5	The terms and conditions of the Customer Agreement

1.3 Table 2A below lists the Third Party Data that Post Office sub-licenses to Fujitsu Services in accordance with Clause 31 to this Agreement.

Table 2A.

Data source and data product name	Purpose and applicable Service/Application	Any additional restrictions on the sub-licence
CACI Limited Name: "Electoral Roll Database"	Purpose: Subject to agreement under the Change Control Procedure, data used to identify names associated with address details Application: PAF Calling Application	The specific terms and conditions including any rights and restrictions are specified in the CCD entitled "QAS Software Right to Use and Data Sub-

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Royal Mail Name: "PAF"	Purpose: Data used to validate postcodes and identify/confirm address details. Application: PAF Calling Application	Licence" (SU/CON/036)

2. ESCHER UPGRADE SOFTWARE

2.1 General

2.1.1 This paragraph 2 specifies the terms on which the Escher Upgrade Software may be used by Post Office and Escher Software Users in connection with the Existing Services. Such rights of use shall cease upon the occurrence of Trigger Point T6 (Counter Application Rollout Complete).

2.2 Terms of Use

2.2.1 Fujitsu Services grants to Post Office and to all Escher Software Users from time to time (together with Post Office the "Licensed Persons") a right to use and (for the purposes only of loading, execution, storage, transmission or display) copy the Escher Upgrade Software to the extent necessary for the Licensed Persons to receive the Existing Services in connection with the system known as "Horizon" currently in use by Post Office and as upgraded by the Escher Upgrade Software.

2.2.2 Fujitsu Services warrants that it has the right to grant the rights stated to be granted by it under paragraph 2 of this Schedule B4.1 and that it has the right to make such back-up copies of the Escher Upgrade Software as are reasonably necessary for the provision of the Services.

2.2.3 The rights granted by paragraph 2.2.1 of this Schedule B4.1 are subject to the following conditions:

2.2.3.1 Post Office shall notify Fujitsu Services of all actual or threatened breaches of Escher's trade secret, patent, copyright, and other ownership rights in the Escher Upgrade Software of which it becomes aware and shall use reasonable endeavours to provide Fujitsu Services with assistance as may be reasonably requested by Fujitsu Services in relation to the prevention and/or challenge of such actual or threatened breaches.

2.2.3.2 Notwithstanding paragraph 2.2.3.1 of this Schedule B4.1, Post Office may at its absolute discretion notify Escher directly of such actual or threatened breach in addition to notifying Fujitsu Services.

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2.2.3.3 All use of the Escher Upgrade Software by Post Office and/or Escher Software Users shall take place within the United Kingdom or its territories.

2.2.3.4 On termination of this Agreement, provided such termination occurs prior to Trigger Point T6 (Counter Application Rollout Complete), Fujitsu Services shall at Post Office's request procure the direct licence of the Escher Upgrade Software to either Post Office or a replacement for Fujitsu Services appointed by Post Office (as Post Office requests) at no charge and on substantially the same terms as the Existing Licences. The obligations of Fujitsu Services and the rights of Post Office under this paragraph 2.2.3.4 shall survive termination of this Agreement.

2.2.3.5 Post Office's rights granted by Fujitsu Services by paragraph 2.2.1 of this Schedule B4.1 shall terminate upon the grant of a direct licence in accordance with paragraph 2.2.3.4 of this Schedule B4.1.

2.2.3.6 Save to the extent required under English law, the rights granted by paragraph 2.2.1 of this Schedule B4.1 shall not be construed so as to allow Post Office to modify, reverse engineer, disassemble or reverse compile the Escher Upgrade Software or take any other action to disclose Escher's source code. To the extent that Post Office is permitted by law to take such action for interoperability or otherwise, such reverse engineering or related activity shall be limited to the minimum amount required and may not be undertaken unless Fujitsu Services has refused or is unable to make or procure such adaptations after Post Office requests that it do so. Fujitsu Services shall be entitled, subject to the prior approval of Post Office, to charge Post Office its reasonable costs for making and/or procuring such adaptations as Fujitsu Services makes or procures and Post Office shall pay such charges.

2.3 Intellectual property rights

Post Office and Fujitsu Services each agree that Escher's copyright legend shall be displayed on all software and associated documentation and media under their respective control in a manner consistent with the CCD entitled "*HNGX-UI Style Guide*" (DES/APP/STD/0001) (formerly *"Horizon Office Platform Service Style Guide"*, reference SD/STD/001).

2.4 Confidentiality

The provisions of paragraph 2.2 of Schedule C3 shall apply.

2.5 Breach

The provisions of paragraph 2.3 of Schedule C3 shall apply.

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2.6 Termination

The provisions of paragraph 2.4 of Schedule C3 shall apply.

3. LISTED DOCUMENTATION

3.1 Purpose

3.1.1 This paragraph 3 lists the Listed Documentation which Fujitsu Services shall license to Post Office under the provisions of Clause 30.1.

3.1.2 Any copying in part or modification of the Listed Documentation which Post Office is allowed to carry out under Clause 30.1 shall be solely to enable the presentation of information to different groups of readers and shall not materially change or misrepresent the meaning of information set out in the Listed Documentation.

Table 3: Listed Documentation

Reference	Document
SD/DES/005	Horizon OPS Reports and Receipts - Post Office Account Horizon Office Platform Service
SD/STD/001 (Replaced) DES/APP/STD/0001	Horizon Office Platform Service Style Guide (Replaced) HNGX-UI Style Guide reference
RS/FSP/001 (Replaced) ARC/SEC/ARC/0003	Security Functional Specification (Replaced) HNG-X Technical Security Architecture
CR/FSP/004	Service Architecture Design Document
Various	TMS Technical Documentation, including (without limitation): Generalised API for OPS/TMS Technical Design Standard (TD/STD/004) (excluding its Appendices, to the extent that such use, copying (in whole or in part) and/or modification thereof is regulated, restricted or prohibited by any confidentiality restrictions in force from time to time between the parties);

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Reference	Document
BP/TRN/001	Training and User Awareness Baseline Document
BP/DES/003	Counter Hardware Design Specification
Various	Post Office Site Failure Contingency Procedures
Various	Release Contents Description for each Release
PA/STR/003	Pathway Release Policy
Various	AP Client Specifications
SVM/SDM/SIP/0001	HNG-X Business Continuity Framework
SVM/SEC/POL/0003	RMGA Information Security Policy
PA/PER/033	Horizon Capacity Management and Business Volumes
SVM/SDM/SD/0020	End to End Reconciliation Reporting
NB/PRO/002	On Line Services Reconciliation & Incident Management
CS/PER/046	Counter Transaction Time Performance- Measurement and Results
SVM/SDM/STD/0001	Fujitsu Services/Post Office Ltd Operational Business Change – HNG-X Branch, Interface Agreement
CR/FSP/006	Audit Trail Functional Specification
VI/STR/064	Testing Approach for the Horizon System

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Reference	Document
CS/PRD/058	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data
NB/ACS/002	NBS Testing Specifications
NB/ACS/001	NBS Testing Plan
Various	All Processes and Procedures Descriptions (PPDs)
NB/PDN/010	PIN Pad Product Specification
NB/SPE/003	Network Banking: Counter Dialogue - Activity & Screen Flows
Withdrawn in CCN1616b	
CS/SER/027	PostShop Service Description
CF/CON/001	SAP Software Right to Use and Maintenance Agreement for Fujitsu Services

4. SPECIALLY WRITTEN SOFTWARE

Specially Written Software shall include, without limitation, all software identified as such in the CCD entitled 'Transfer Asset Register' (COM/MGT/REP/0001). The Commercial Relationship may decide to add original software to the list of Specially Written Software in the Transfer Asset Register from time to time and in any case shall consider whether any software should be added to that list at least once each year.

5. SPECIALLY WRITTEN DOCUMENTATION

Specially Written Documentation shall include, without limitation, all Documentation identified as such in the CCD entitled "Transfer Asset Register" (COM/MGT/REP/0001). The Commercial Relationship may decide to add documentation to the list of Specially Written Documentation in the Transfer Asset Register from time to time and in any case shall consider whether any documentation should be added to that list at least once each year.

6. ASSOCIATED DOCUMENTS

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6.1 The following CCDs are associated with this Schedule B4.1:

	Document Reference	Document Title
1	AP/DOC/004	Software Sub-licence for Smart Card Security Software
2	CF/CON/001	SAP Software Right to Use and Maintenance Agreement for Fujitsu Services"
3	COM/MGT/REP/0001	Transfer Asset Register
4	SU/CON/036	QAS Software Right to Use and Data Sub-Licence
5	SD/DES/005	Horizon OPS Reports and Receipts - Post Office Account Horizon Office Platform Service
6	SD/STD/001 (Replaced) DES/APP/STD/0001	Horizon Office Platform Service Style Guide (Replaced) HNGX-UI Style Guide reference
7	RS/FSP/001 (Replaced) ARC/SEC/ARC/0003	Security Functional Specification (Replaced) HNG-X Technical Security Architecture
8	Not Used.	
9	TD/STD/004	Generalised API for OPS/TMS Technical Design Standard
10	Not Used	Not Used
11	BP/DES/003	Counter Hardware Design Specification
12	CS/SIP/002 (Replaced) SVM/SDM/SIP/0001	Business Continuity Framework (Replaced) HNG-X Business Continuity Framework
13	RS/POL/002 (Replaced) SVM/SEC/POL/0003	Horizon Security Policy (Replaced) RMGA Information Security Policy
14	Not Used	
15	Not Used	Not Used
16	PA/PER/033	Horizon Capacity Management and Business Volumes
17	CS/PRO/128	APS Reconciliation and Incident Management
18	SVM/SDM/SD/0020	End to End Reconciliation Reporting

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	Document Reference	Document Title
19	NB/PRO/002	On Line Services Reconciliation & Incident Management
20	Not Used	
21	Not Used	
22	TI/IFS/008	Horizon to Post Office Technical Interface Specification
23	Not Used	
24	SVM/SDM/STD/0001	Fujitsu Services/Post Office Ltd Operational Business Change – HNG-X Branch, Interface Agreement
25	CR/FSP/006	Audit Trail Functional Specification
26	VI/STR/064	Testing Approach for the Horizon System
27	CS/PRD/058	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data
28	NB/PDN/010	PIN Pad Product Specification
29	NB/SPE/003	Network Banking Counter Dialogue - Activity & Screen Flows
30	Withdrawn in CCN1616b	
31	CS/SER/027	PostShop Service Description
32	Not Used	Not Used
33	Not Used	
34	PA/STR/003	Pathway Release Policy

6.2 There are no CRDs associated with this Schedule B4.1.

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SCHEDULE B4.2

EXISTING APPLICATIONS

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	25/01/07	Baseline copy of 1.4
4.0	14/04/08	Baseline copy of v2.1
5.0	23/02/09	Baseline copy of 4.1
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all Schedules to v8.0 in accordance with CCN 1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	CCD reference updates and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN 1427 and moving all Schedules to V11.0 as per CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Updating as per CCN1616b, CCN1617a and moving all Schedules to v13.0
14.0	20/12/2021	This Schedule is removed in its entirety by CCN1648b

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SCHEDULE B4.2- Removed by CCN1648b

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SCHEDULE B4.3- This Schedule is removed in its entirety by CCN1648b

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections by PO
1.2	11/10/06	Further minor corrections by FS
1.3	19/01/07	Further minor amendments.
2.0	25/01/07	Baseline copy of 1.3
2.1	13/05/09	Applying changes as per CCN1258
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all Schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	CCD reference updates and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1427 and moving all Schedules to Version 11.0 as per CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Updating as per CCN1616b and CCN1617a and moving all Schedules to v13.0
14.0	20/12/2021	This Schedule is removed in its entirety by CCN1648b

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SCHEDULE B4.3 This Schedule is removed in its entirety by CCN1648b

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SCHEDULE B4.4 - This Schedule is removed in its entirety by CCN1648b

EXISTING SERVICE LEVELS

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections by PO
1.2	11/10/06	Further minor corrections from FS.
1.3	19/01/07	Further minor amendments
1.4	22/01/07	Further minor amendments
2.0	25/01/07	Baseline copy of 1.4
2.1	27/06/07	Applying CCN1202
3.0	09/07/07	Baseline copy of 2.1
3.1	12/06/09	Applying changes as per CCN1252a
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	CCD reference updates and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1427 and moving all Schedules to V11.0 as per CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Updating as per CCN1616b and moving all Schedules to v13.0
14.0	20/12/2021	This Schedule is removed in its entirety by CCN1648b

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SCHEDULE B4.4- This Schedule is removed in its entirety by CCN1648b

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SCHEDULE B5 - This Schedule is removed in its entirety by CCN1648b

TRANSITION AND MIGRATION

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN1200
2.0	25/01/07	Baseline copy of 1.1
3.0	09/07/07	Baseline copy of 2.1
4.0	23/02/09	Baseline copy of 3.2
4.1	13/05/09	Applying changes as per CCN1258
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	23/12/09	Applying changes as per CCN 1268
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu.
8.0	21/02/12	Applying changes as per CCN1289a and CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Updating as per CCN1617a and moving all Schedules to v13.0
14.0	20/12/2021	This Schedule is removed in its entirety by CCN1648b

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SCHEDULE B5- This Schedule is removed in its entirety by CCN1648b

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SCHEDULE B6.1

HNG-X BUSINESS REQUIREMENTS

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version at date of signature of CCN1200
1.1	26/09/06	Minor corrections by PO
1.2	11/10/06	Further minor corrections from FS
1.3	19/01/07	Further minor changes
2.0	25/01/07	Baseline copy of 1.3
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	24/12/09	Applying changes as per CCN 1268
6.2	31/03/10	Applying changes as per CCN1276a
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu.
8.0	21/02/12	Moving all schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Updating as per CCN1617a and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1648b and moving all Schedules to v14.0

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SCHEDULE B6.1

HNG-X BUSINESS REQUIREMENTS

1. INTRODUCTION

1.1 This Schedule B6.1 sets out the HNG-X Requirements (or processes to be followed to create HNG-X Requirements) for the HNG-X System, the solution to which will be developed and documented in accordance with Schedule B6.2.

1.2 This Schedule B6.1 also envisages that the Parties may introduce changes to the live Horizon system and that such changes may or may not impact on the Requirements Definition Process.

2. THE THREE BASELINES

2.1 There are three baselines relevant to the definition of HNG-X Requirements and their realisation in the development of the HNG-X System:

2.1.1 the "**Applicable Horizon Baseline**": the baseline that consists of the Horizon Applications and the Horizon Service Infrastructure up to and including Release S92 together with those changes delivered (or to be delivered) after Release S92 which have been agreed in accordance with the Change Control Procedure and which are, as at the date of signature of CCN1200, listed in Annex 13 to this Schedule (as that baseline may be amended in accordance with the provisions of this Schedule);

2.1.2 the "**Requirements Baseline**": the baseline described more fully in paragraph 4 that represents Post Office's requirements for the HNG-X System as set out in this Schedule and agreed in accordance with the Requirements Definition Process (as that baseline may be amended or re-issued in accordance with the provisions of this Schedule); and

2.1.3 the "**Solution Baseline**": the baseline that consists of the HNG-X System as at the HNG-X Initial Acceptance Date (as that HNG-X System may be modified to rectify any HNG-X Acceptance Incidents).

2.2 For the purpose of the Parties resolving any dispute concerning the Applicable Horizon Baseline or any part of the Applicable Horizon Baseline (including, without limitation, a dispute as to the Existing Functionality), the Parties shall refer to the Horizon system that is in live operation as at the date of the dispute in question and shall (a) exclude the effects of changes that have only been applied as described in paragraph 3.1 of this Schedule, and (b) include the effect of changes described in paragraph 3.2 of this Schedule to the extent they have not been implemented.

3. THE APPLICABLE HORIZON BASELINE

3.1 Changes to the live Horizon system that are requested after the date of signature of CCN1200 and that introduce changes or functions that are not intended to be replicated in, or to have any effect upon, the HNG-X System, will be dealt with in accordance with

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the Change Control Procedure or through Work Orders but shall be ignored in determining the Applicable Horizon Baseline.

3.2 Changes to the live Horizon system that are requested after the date of signature of CCN1200 and that are intended to introduce changes or functions that will be replicated in, or otherwise affect, the HNG-X System, will be dealt with in accordance with the Change Control Procedure or through Work Orders. The Change Control Procedure or the Work Ordering Procedure (as the case may be) will be used to assess the effect of the changes or new functions on the live Horizon system and (so far as possible at the time of agreeing the change) on the Requirements Baseline and the changes and new functions will be taken into account in determining the Applicable Horizon Baseline (and will be recorded by the Parties in a control log initially formed from the information in Annex 13 to this Schedule).

4. THE REQUIREMENTS BASELINE

4.1 Requirements Areas

4.1.1 The Requirements Baseline will be composed of HNG-X Requirements covering each of the following:

(a) the Functional Requirements;

(b) 'System Capacity and Performance Requirements' which, as at the date of signature of CCN1200, are referred to in Annex 3 to this Schedule;

(c) 'User Interface Requirements' as described in paragraph 4.3;

(d) 'Training Requirements' which, as at the date of signature of CCN1200, are referred to in Annex 4 to this Schedule;

(e) 'Operational and Support Service Requirements' which, as at the date of signature of CCN1200, are referred to in Annex 5 to this Schedule;

(f) 'Migration and Implementation Requirements' which, as at the date of signature of CCN1200, are referred to in Annex 6 to this Schedule;

(g) 'Design and Architecture Requirements' which, as at the date of signature of CCN1200, are referred to in Annex 7 to this Schedule;

(h) 'Security Requirements' which, as at the date of signature of CCN1200, are referred to in Annex 8 to this Schedule;

(i) 'Development Requirements' which, as at the date of signature of CCN1200, are referred to in Annex 9 to this Schedule; and

(j) 'Testing Requirements' which, as at the date of signature of CCN1200, are referred to in Annex 10 to this Schedule.

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4.1.2 Notwithstanding any other provision of this Agreement (including this Schedule), where any HNG-X Requirement set out or referred to in Annexes 3 to 10 of this Schedule is inconsistent with an HNG-X Assumption which is (a) related to that HNG-X Requirement and (b) set out or referred to in the same Annex or in Annex 12, the HNG-X Assumption shall prevail only to the extent of that inconsistency such that the HNG-X Requirement shall be modified so as to avoid that inconsistency (such modification to be dealt with under the HNG-X Programme Requirements Change Control Process).

4.1.3 Notwithstanding any other provision of this Agreement (including this Schedule), where the application of the Requirements Definition Process or the application of the Business Equivalence Principles would produce an HNG-X Requirement that is inconsistent with the HNG-X Assumption set out in Annex 12, the HNG-X Assumption shall prevail only to the extent of that inconsistency such that the HNG-X Requirement shall be modified so as to avoid that inconsistency (such modification to be dealt with under the HNG-X Programme Requirements Change Control Process).

4.1.4 HNG-X Requirements will be maintained in the HNG-X Requirements Catalogue and issued formally to Fujitsu Services at agreed points throughout Project HNG-X, including at the date of signature of CCN1200, at the end of the Requirements Stage, and at the end of either or both of HNG-X Requirements Assurance and HNG-X Solution Assurance (if these result in amendments to the HNG-X Requirements).

4.2 Functional Requirements

4.2.1 The Functional Requirements will be generated by following the Functional Requirements Definition Process. When generating the Functional Requirements in accordance with the Functional Requirements Definition Process, the Parties shall at all times observe and apply the following principles (**"Business Equivalence Principles"**):

(a) other than the Agreed Changes and the Allowed Changes, the Business Capabilities and Support Facilities will provide such functionality as results from applying the guidelines in Annex 1 to the Existing Functionality; and

(b) for the avoidance of doubt, other than the Agreed Changes and the Allowed Changes, the Business Capabilities and Support Facilities will not be required to provide any functionality that does not result from applying the guidelines in Annex 1 to the Existing Functionality.

4.2.2 Agreed Changes

(a) The Agreed Changes are agreed as exclusions from, additions to, and changes in the Existing Functionality that are to be applied in generating the Functional Requirements in accordance with the Functional Requirements Definition Process. Agreed Changes are exceptions to

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the Business Equivalence Principles and cannot themselves be changed by the application of the Business Equivalence Principles.

(b) Any specific functional characteristics of Existing Functionality that have been changed as a direct consequence of applying an Agreed Change are no longer subject to the Business Equivalence Principles.

(c) The effect that an Agreed Change has on the Existing Functionality shall be limited to the direct consequence of applying that Agreed Change to the relevant aspect or aspects of the Existing Functionality.

(d) One of the Agreed Changes is the introduction of Postal Services. The Parties will develop HNG-X Requirements for Postal Services in accordance with the Postal Services Definition Process.

4.2.3 **Allowed Changes**

The **"Allowed Changes"** are changes to aspects of Existing Functionality in respect of which the following conditions are fulfilled:

(a) either:

(i) the aspect of the Existing Functionality is now assessed by Post Office as creating operational or procedural problems or inefficiencies within a Branch; or

(ii) the aspect of the Existing Functionality was previously agreed to be implemented within certain limitations or constraints and these limitations or constraints are not present in, or relevant to, the Solution Architecture or other solution artefact; and

(b) the effect of applying the requested change is assessed by Fujitsu Services, acting reasonably and in good faith, as having an acceptable cost / risk / resources impact on Project HNG-X; and

(c) the effect of any such change is to make the manner in which Users utilise an element of Existing Functionality more efficient without introducing any completely new functionality into the Existing Functionality; and

(d) the required change is notified in writing by Post Office to Fujitsu Services before the end of the Requirements Stage or as part of HNG-X Requirements Assurance; and

(e) the change has not already been assessed as being an Agreed Change.

An Allowed Change shall be dealt with in accordance with the HNG-X Programme Requirements Change Control Process.

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4.3 Requirements of the HNG-X User Interface

4.3.1 The HNG-X Requirements that the HNG-X User Interface shall support are:

(a) the Functional Requirements; and

(b) the non-functional HNG-X Requirements for the HNG-X User Interface.

4.3.2 The functionality required to be supported by the HNG-X User Interface will be derived from the Functional Requirements generated through the Requirements Definition Process. This derived functionality will be an input to the process set out in the CCD entitled "Establishing and Assuring the HNG-X User Interface" (REQ/GEN/PRD/0001).

4.3.3 The non-functional HNG-X Requirements for the HNG-X User Interface will be provided by Post Office after the date of signature of CCN1200 in accordance with the CCD entitled "Establishing and Assuring the HNG-X User Interface" (REQ/GEN/PRD/0001).

4.3.4 The HNG-X User Interface design will draw on best practice design from the retail and banking industries as well as industry standards in graphical user interface design. The Parties intend that any similarities between the style and graphical realisation of the HNG-X User Interface and the user interface(s) of the comparable Horizon Applications as may arise shall only arise as a matter of coincidence through the proper operation of the Clean Room Rules.

5. REQUIREMENTS DEFINITION PROCESS

The Parties will follow the Requirements Definition Process.

6. DEALING WITH CHANGE

6.1 Changes to the Applicable Horizon Baseline

Changes to the Applicable Horizon Baseline will be dealt with as set out in paragraphs 3.1 and 3.2.

6.2 Changes to the Requirements Baseline

6.2.1 If a change to an HNG-X Requirement or an additional HNG-X Requirement is notified in writing to Fujitsu Services after the date of signature of CCN1200 and prior to the end of the Requirements Stage, it will be dealt with as part of the HNG-X Programme Requirements Change Control Process.

6.2.2 If a change to an HNG-X Requirement or an additional HNG-X Requirement is notified in writing to Fujitsu Services as a result of HNG-X Requirements Assurance or HNG-X Solution Assurance, it will be dealt with as part of the HNG-X Programme Requirements Change Control Process.

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6.2.3 Subject to paragraph 6.2.2, if a change to an HNG-X Requirement is notified in writing to Fujitsu Services after the end of the Requirements Stage then, if that change is:

(a) not the result of the User Interface Definition Process nor the Postal Services Definition Process, and required in order to correct a deviation of that HNG-X Requirement from the Business Equivalence Principles; or

(b) the result of the Postal Services Definition Process and required in order to correct a deviation of that HNG-X Requirement from the Postal Services Assessment Guidelines,

it will be dealt with in accordance with the HNG-X Programme Requirements Change Control Process. Fujitsu Services shall not be entitled to withhold its consent to the changes to the extent that they are required in order to correct the deviation from the Business Equivalence Principles or the Postal Services Assessment Guidelines (as the case may be).

6.2.4 All other changes or additions to HNG-X Requirements proposed after the final version of the Requirements Baseline has been issued will be dealt with in accordance with the Change Control Procedure.

6.2.5 As part of any changes to the Requirements Baseline, the Parties shall agree any necessary changes to the HNG-X Acceptance Method(s) and HNG-X Acceptance Criteria applicable to the relevant HNG-X Requirement.

6.3 Changes to the Solution Baseline

6.3.1 If a change to the Solution Baseline is notified in writing to Fujitsu Services within the period of three months after the start of HNG-X Project Workstream X4 (HNG-X Application Rollout) then, if that change is:

(a) not the result of the User Interface Definition Process nor the Postal Services Definition Process, and required in order to correct a deviation of the Solution Baseline from the Business Equivalence Principles; or

(b) the result of the Postal Services Definition Process and required in order to correct a deviation of the Solution Baseline from the Postal Services Assessment Guidelines,

the Parties will meet to agree whether the conditions in paragraph 6.3.1(a) or (b) have been fulfilled, and if such conditions have been fulfilled:

(c) discuss and agree in good faith the steps required to correct a deviation of the Solution Baseline from the Business Equivalence Principles or the Postal Services Assessment Guidelines (as the case may be); or

(d) determine such other remedial steps as the Parties (acting reasonably) shall agree; and

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such steps, once agreed, shall be documented in accordance with the Change Control Procedure and Fujitsu Services shall not be entitled to withhold its consent to the relevant CCN to the extent that it incorporates the steps in question.

6.3.2 All changes to the Solution Baseline (other than those that fall within paragraph 6.3.1) will be dealt with in accordance with the Change Control Procedure.

6.3.3 The forum for reaching the agreements referred to in paragraphs 6.3.1(c) and 6.3.1(d) shall initially be the Post Office Design Authority and the Fujitsu Services Design Authority but either Party may escalate any disagreement to a the 'Programme Board' (as referred to in Schedule A2) for Project HNG-X for discussion and resolution.

7. ASSOCIATED DOCUMENTS

7.1 The following CCDs are associated with this Schedule B6.1:

	Document Reference	Document Title
1.	REQ/GEN/PRD/0001	Establishing and Assuring the HNG-X User Interface
2.	REQ/CUS/STG/0003	HNG-X Counter Reference Data Delivery Strategy - Agreed Assumptions and Constraints
3.	REQ/CUS/STG/0002	HNG-X Branch Exception Handling Strategy – Agreed Assumptions and Constraints
4.	REQ/CUS/BRS/0001	Postal Services Business and Operational Context
5.	REQ/CUS/STG/0004	HNG-X Training Strategy (CTO) – Agreed Assumptions and Constraints
6.	REQ/CUS/STG/0001	HNG-X Migration Strategy - Agreed Assumptions and Constraints
7.	ARC/SEC/ARC/0001	Security Constraints

7.2 The following CCDs are also associated with this Schedule B6.1, but only for the purpose of describing (in the first table in Annex 2 to this Schedule) functionality within the Applicable Horizon Baseline that will not be carried forward into the HNG-X System:

	Document Reference	Document Title
1.	Removed by CCN1648b	

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2.	Removed by CCN1648b	
3.	Not Used	
4.	Removed by CCN1648b	
5.	Not Used	
6.	Removed by CCN1648b	
7.	RS/FSP/003	Statements on Security Objectives and Methods for the Protection of Siemens Metering Code and Data
8.	Removed by CCN1648b	
9.	Not Used	
10.	Not Used	
11.	Removed by CCN1648b	

7.3 There are no CRDs associated with this Schedule B6.1.

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ANNEX 1

BUSINESS EQUIVALENCE GUIDELINES

1. It is intended that the Requirements Baseline will define, and the Business Capabilities and Support Facilities will support, the operation of Post Office business processes in a manner that achieves the same business outcomes for Post Office and their Clients and achieves the same operational effect within a Branch as currently provided by the Existing Functionality.

2. The level of definition in the Functional Requirements and/or the delivered Business Capabilities and Support Facilities must ensure that:

   2.1 the financial outcome resulting from the operation of a specific Transaction for the Customer, Post Office, any affected Client(s), and any Other IT Supplier(s) is identical to the equivalent Transaction carried out using the Existing Functionality;

   2.2 the Post Office products that can be traded within a Branch are the same as those defined in Post Office Reference Data (whether enabled or not) using the Existing Functionality;

   2.3 the Business Rules associated with any Business Capability are applied in the same manner as those used with the equivalent Transaction carried out using the Existing Functionality;

   2.4 the Customer and Counter Clerk interactions that relate to the workflow associated with a particular Use Case and delivered via the HNG-X User Interface enable:

      2.4.1 the same data to be captured using the same format and validation criteria;

      2.4.2 the same initiating Tokens and/or equivalent initiating events to be used;

      2.4.3 equivalent information displays and capture methods via the counter terminal; and

      2.4.4 the same set of user tasks to be performed following an equivalent logical workflow and enabling the same or, where agreed, alternative equivalent operational procedures to be carried out,

   in each case as compared with the Existing Functionality;

   2.5 the outputs resulting from the completion of a Transaction are the same or equivalent and have the same operational effect (in terms of form and occurrence) as those resulting from the associated Transaction conducted using the Existing Functionality. The types of outputs shall include:

      2.5.1 any information exchange or generated data file which includes interactions with hosted systems (e.g. PAF, POL-FS) and external

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systems (e.g. LINK, DVLA), which shall be the same as that from the Existing Functionality;

2.5.2 any printed item (e.g. Report, Branch receipt, other forms of Branch produced collateral), which shall be equivalent to the Existing Functionality; and

2.5.3 any data, produced or captured, that can be accessed, retrieved by, or provided to, the Post Office, which shall be the same as that from the Existing Functionality, provided that the meaning of the data and/or associated Post Office processes has not changed as a result of the introduction of the HNG-X System. This will be bounded by the scope of any specific limitations agreed as part of the HNG-X Services;

2.6 the outcome of any aspect of Branch trading or operation results in the same state of financial integrity and ability to audit as exists using the Existing Functionality;

2.7 the use and interpretation of Post Office Reference Data (in terms of its data definitions and its use to invoke functionality) will remain the same. Any data items or Reference Data capabilities currently unused within the Existing Functionality will remain unused or suppressed as part of the HNG-X System subject to agreement of Post Office; and

2.8 Users must be able to perceive and perform the functions provided via the changed User Interface such that they can perform the same user tasks, performing equivalent human and computer interactions.

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ANNEX 2

AGREED CHANGES

1. EXCLUSIONS FROM HORIZON FUNCTIONALITY

The following table describes the functionality within the Applicable Horizon Baseline at the date of signature of CCN1200 that will not be carried forward into the HNG-X System.

#	Excluded Functionality	Description
1	Session Transfer	A facility that enables a Branch User to log-on at another counter without having to log-off at their previous counter. This facility will automatically log-out the Branch User at their previous counter and move any current activity onto their new counter. This facility is also known as "Session Mobility" or "Session Migration". This facility is not available during certain operations.
2	Session Suspend	A facility that enables a Branch User to 'Suspend' and subsequently 'Resume' a desktop session. Only one session can be suspended in this way. During the suspension the Branch User is presented with a new main desktop menu and may carry out any of the system functions (including serving another customer) while the original session is suspended. Each of the two sessions (the suspended and the current) can be 'toggled' by selection of the 'suspend/swap' button. The two sessions will remain in existence until the user returns one of the sessions to the 'Desk Top' and then swaps to the other session. This facility is not available during certain operations.
3	Watercard	Watercard comprises a smart token processed as part of the Automated Payments Service. It is defined via the following former CCDs, since agreed to be withdrawn by CCN1200: - • SU/IFS/027 - Kent Meters/GEC Meters "Watercard" Payment System Card Data Encryption Specification; • SU/IFS/028 - GEC Meters Ltd - "Watercard" Budget Prepayment System Transaction Terminal Outline Requirements; • • SU/IFS/034 - POCL Token Technology Specification GEC Watercard; and •

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#	Excluded Functionality	Description
4	Signature variants of Banking transactions	Signature verification comprises one of the NB Customer Verification methods and is referenced in: - • BP/SPE/035 – NBS Definition - Section 5.7.3.1 - 2nd and 3rd bullet and items (b) and (c); and • NB/SPE/003 – Network Banking: Counter Dialogue - Activity & Screen Flows in section 4.1.2 and then in: - o Sections 4.3.1.1, 4.3.1.2 (Cash Withdrawal - transaction type 13 & 14 (with balance)); o Sections 4.3.3.1, 4.3.3.2 (Balance Enquiry - transaction type 11); o Sections 4.3.4.1, 4.3.4.2 (Withdraw Limit – transaction type 15); o Section 6.1.1 (Receipts and Reporting); and o Section 6.2 (Receipt layouts).
5	Counter Clerk copy of AP receipts	Horizon automatically produces a Counter Clerk (or Branch) copy receipt for all Automated Payment transactions together with the customer receipt. Customer Receipts will continue to be produced on the HNG-X System. The production of the Counter Clerk receipt will continue for migrated existing ADC transactions but will cease for Automated Payment transactions.
6	Bubble Help	Bubble Help comprises a facility that enables a Branch User to display a short help text display associated with a desktop button.
7	Quantum	Quantum comprises a smart token processed as part of the Horizon Automated Payments Service. It is defined via the following former CCDs, since agreed to be withdrawn by CCN1200: - • SU/IFS/024 - A Point of Sale Supporting the Quantum Application Utilising the POCL Secure DLL; • CR/SPE/023 - Automated Payments Client Specification - Siemens Metering Ltd;

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#	Excluded Functionality	Description
8	POLO card functionality	Post Office Logon (POLO) allows an authorised Branch User to gain access to the Horizon counter system and is used in any of the following circumstances: • when the system is first started after installation or after a workstation has been replaced; • when a workstation processor is switched back on after being powered off or is restarted; and • when the Branch Manager needs to restart the office following the delivery of new security data. The procedure involves the use of a memory card called a "PMMC (PostMaster's Memory Card)" and a PIN (Personal Identity Number comprising a string of alphanumeric characters).
9	Mails Application	The Mails Application is described in the former CCD entitled "Mails Definition" (BP/SPE/042), since withdrawn by CCN1294d.
10	Talexus	Talexus comprises a smart token processed as part of the Automated Payment Service. Post Office's ability to deploy Talexus via CCN 798 will not be carried forward to the HNG-X System.

2. ADDITIONS TO HORIZON FUNCTIONALITY

The following table describes functionality that is new to the Applicable Horizon Baseline as at the date of signature of CCN1200 that will be delivered by the HNG-X System.

#	Title	Description
1	Foreign currency revaluation	The calculation that is currently performed to revalue foreign currency on hand shall be automatically applied during the office balancing process.
2	Postal Services	As described in the CCD entitled "Postal Services Business and Operational Context" (REQ/CUS/BRS/0001).
3	Context Sensitive Help.	A context sensitive help mechanism (to replace the current 'Bubble Help') will be implemented which will be consistent with the

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#	Title	Description
		CCD entitled "HNG-X Style Guide" (DES/APP/STD/0001). This will utilise agreed POL or FS reference data to determine the access points from which the Branch User may invoke relevant help text. This help mechanism will support the structuring of and access to different levels of help text where more detailed help text is specified. The exact approach for the context sensitive help mechanism, including appropriate interface definitions to allow Post Office to specify the help text and structure, will be agreed as part of the detailed design work. Note that it may be necessary for Post Office to provide help text for the HNG-X System separately to help text for Horizon during the rollout of the HNG-X System (dual entry). This will be dependent on the interface definition agreed with Post Office.
4	Help Desk Calls	The ability to log help desk calls via the counter application.

3. AGREED CHANGES TO HORIZON FUNCTIONALITY

The following table describes changes to functionality within the Applicable Horizon Baseline as at the date of signature of CCN1200 that will be implemented in the HNG-X System.

#	Title	Description
1	Report simplifications	Report consolidation for the HNG-X System will be achieved through decoupling the call for data about reports from the central database, from the user production and analysis of reports. Reports will be grouped into a small number of categories, such as "Counter Daily Report" and "Counter Weekly Report". A revised counter sequence will be design to enable the user to work through the report set, printing and cutting off as appropriate. Post Office confirms that this does not have an adverse impact on branches as the process is similar to present and it also provides a way

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#	Title	Description

		for single counter position branches to be able to exit to continue customer service if required.
		
		Any consolidation and/or rationalisation of reports on top of this solution would not necessarily impact the load on the database from report production as those reports will be contained within the bundles of data called in the one data call. However, it is recognised that it would be good practice for Post Office to consolidate and rationalise reports anyway as a house-keeping exercise to improve efficiency at the counter and reduce consumables. This exercise will be carried out in conjunction with the analysis of the functional requirements. The Fujitsu Services baseline assumption for contract is that the following reports will be removed:
		
		• Counter Daily
		  ○ APS Transaction Listing
		  ○ O/L Balance Enquiries
		  ○ O/L Cash Deposits
		  ○ O/L Cheque Deposits
		  ○ O/L Cash Withdrawals (signature and PIN)
		• Counter weekly
		  ○ O/L Balance Enquiries
		  ○ O/L Cash Deposits
		  ○ O/L Cheque Deposits
		  ○ O/L Cash Withdrawals (signature and PIN)

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#	Title	Description
2	Changes to the session settlement model	The HNG-X session settlement model will change from Horizon as a consequence of the on-line architecture, the classification of transactions as either 'Recoverable' or 'Cancellable', and changes to the production of some receipt printing. The primary areas of difference are: - • Transactions will be classed as either 'Recoverable' or 'Cancellable'; • the settlement process is now an on-line dialogue supported by some new Counter Clerk dialogues; • certain receipts will now be printed during the settlement process, completing after session data is secured at the Data Centre; • a new settlement transaction sequence will handle transient time-outs to the Data Centre. This will comprise automatic retries and then Counter Clerk managed dialogues supporting 'Retry' and 'Cancel' options; • certain failure conditions will result in the settlement process having to be cancelled. New Counter Clerk dialogues will manage this exception process with respect to the settlement of the 'Recoverable' transactions and the cancellation of the 'Cancellable' transactions. A variant of the Customer Session receipt for session recovery will be produced. Following the printing of the revised session receipts, the Counter Clerk will be logged off; and • a new recovery process will be initiated on subsequent log-on to the original terminal. New Counter Clerk dialogues will manage this recovery process with respect to the final outcome of the failed session. Further details will be contained in the Working Document 'HNG-X Session Settlement Process'.

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#	Title	Description
3	Changes to way various Exception conditions are handed	As described in the CCD entitled "HNG-X Branch Exception Handling Strategy – Agreed Assumptions and Constraints" (REQ/CUS/STG/0002).
4	Changes to the management and distribution of POL Reference Data	As described in the CCD entitled "HNG-X Counter Reference Data Delivery Strategy - Agreed Assumptions and Constraints" (REQ/CUS/STG/0003).
5	Training capability provided in the Counter Training Offices	As described in Annex 4 of this Schedule.
6	Changes to Confirmation processing model	Confirmation messages for online transactions will only be harvested in batch mode at end of day. This means that the Transaction Enquiry Service will not receive C2 messages in near real time, and Streamline payment file(s) will only be produced overnight.
7	PIN Pad required for Banking Deposits	To protect against replay attacks, banking deposit transactions will use a MAC generated by the PIN Pad. This will require the presence of a PIN Pad (a change from Horizon). For the avoidance of doubt, this will not require a PIN to be entered by the customer.
8	Change to End of Day	Branch end of day will be declared for all branches at 19:00 each day. This will be the same time for all Branches (i.e. there will be no ability to have different Branches with different end of day times). End of day will be declared whether or not those Branches are operating or connected to the Data Centre.
9	Ad-hoc transaction report for AP PANs	The HNG-X System shall allow the production of an ad-hoc transaction report containing the PAN reference number from the AP token and the AP sequence number, where they are agreed to be part of the transaction and not restricted for security reasons. Fujitsu Services and Post Office will agree the exact structure of this report during the design stage.

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ANNEX 3

SYSTEM CAPACITY AND PERFORMANCE REQUIREMENTS

1. The System Capacity and Performance Requirements as at the date of signature of CCN1200 are contained in document "HNG-X System Capacity and Performance Requirements" version 0.2 dated 15 August, 2006, which forms part of the HNG-X Requirements Catalogue Draft at Contract.

2. For the purposes of the HNG-X Programme Requirements Change Control Process, these Requirements are categorised as "Type A".

3. All HNG-X Requirements are shown in tabular format with a unique identifier, HNG-X Acceptance Methods and HNG-X Acceptance Criteria. In some cases these HNG-X Requirements will be contained within textual information which gives a contextual setting. This context is provided merely to help the reader and can contain:

   3.1 glossary applicable to the HNG-X Requirements contained in this Annex;

   3.2 chapter headings; and

   3.3 explanatory text.

4. The Business Equivalence Principles do not apply to the System Capacity and Performance Requirements or associated Service Levels, but it is accepted that the performance characteristics of the HNG-X System counter applications and associated infrastructure must be acceptable to the Post Office. This specific aspect of the Solution Baseline will be assessed to determine that the HNG-X System counter performance delivers equivalent or better performance characteristics to the Applicable Horizon Baseline, based on the following principles:

   4.1 Post Office and Fujitsu Services will jointly agree an assessment process that will:

      (a) define and agree sets of representative Transaction types and a measurement period;

      (b) establish system component benchmark measurements for these Transaction types on the Horizon system and on the HNG-X System (taking account of any changed processes or UI characteristics that may be present in the HNG-X Transaction); and

      (c) allow Post Office to request that the set of Transaction types is augmented (agreement to such requests not to be unreasonably withheld by Fujitsu Services) if anomalous HNG-X Transaction performance characteristics are identified prior to the commencement of the HNG-X Project Workstream X4 (HNG-X Application Rollout).

   4.2 Acceptance by Post Office of the HNG-X System counter performance will be based on the average system component benchmark measurements for each of the agreed sets of representative Transaction types for the HNG-X System being no worse than the comparable measurements for each of the Transaction types

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within the Applicable Horizon Baseline or where comparison is not applicable, to their agreed design targets.

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ANNEX 4

TRAINING REQUIREMENTS

1. The Training Requirements as at the date of signature of CCN1200 are contained in document "HNG-X Training High Level Requirements" version 0.2 dated 15 August, 2006, which forms part of the HNG-X Requirements Catalogue Draft at Contract.

2. For the purposes of the HNG-X Programme Requirements Change Control Process, these HNG-X Requirements are categorised as "Type B".

3. As described in Paragraph 4.1.2 of this Schedule, these HNG-X Requirements are subject to the assumptions and constraints contained in the CCD entitled "HNG-X Training Strategy (CTO) – Agreed Assumptions and Constraints" (REQ/CUS/STG/0004).

4. All HNG-X Requirements are shown in tabular format with a unique identifier, HNG-X Acceptance Methods and HNG-X Acceptance Criteria. In some cases these HNG-X Requirements will be contained within textual information which gives a contextual setting. This context is provided merely to help the reader and can contain:

   4.1 glossary applicable to the HNG-X Requirements contained in this Annex;

   4.2 chapter headings; and

   4.3 explanatory text.

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ANNEX 5

OPERATIONAL AND SUPPORT SERVICE REQUIREMENTS

1. The Operational and Support Service Requirements as at the date of signature of CCN1200 are contained in document "HNG-X Operational and Support Service Requirements" version 0.2 dated 15 August, 2006, which forms part of the HNG-X Requirements Catalogue Draft at Contract.

2. For the purposes of the HNG-X Programme Requirements Change Control Process, these HNG-X Requirements are categorised as "Type A".

3. All HNG-X Requirements are shown in tabular format with a unique identifier, HNG-X Acceptance Methods and HNG-X Acceptance Criteria. In some cases these HNG-X Requirements will be contained within textual information which gives a contextual setting. This context is provided merely to help the reader and can contain:

   3.1 glossary applicable to the HNG-X Requirements contained in this Annex;

   3.2 chapter headings; and

   3.3 explanatory text.

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ANNEX 6

MIGRATION AND IMPLEMENTATION REQUIREMENTS

1. The Migration and Implementation Requirements as at the date of signature of CCN1200 are contained in document "HNG-X Migration and Implementation Requirements" version 0.2 dated 15 August, 2006, which forms part of the HNG-X Requirements Catalogue Draft at Contract.

2. For the purposes of the HNG-X Programme Requirements Change Control Process, these HNG-X Requirements are categorised as "Type A".

3. As described in Paragraph 4.1.2 of this Schedule, these HNG-X Requirements are subject to the assumptions and constraints contained in CCD entitled "HNG-X Migration Strategy - Agreed Assumptions and Constraints" (REQ/CUS/STG/0001).

4. All HNG-X Requirements are shown in tabular format with a unique identifier, HNG-X Acceptance Methods and HNG-X Acceptance Criteria. In some cases these HNG-X Requirements will be contained within textual information which gives a contextual setting. This context is provided merely to help the reader and can contain:

    4.1 glossary applicable to the HNG-X Requirements contained in this Annex;

    4.2 chapter headings; and

    4.3 explanatory text.

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ANNEX 7

DESIGN AND ARCHITECTURE REQUIREMENTS

1. The Design and Architecture Requirements as at the date of signature of CCN1200 are contained in document "HNG-X Design and Architecture Requirements" version 0.2 dated 15 August, 2006, which forms part of the HNG-X Requirements Catalogue Draft at Contract.

2. For the purposes of the HNG-X Programme Requirements Change Control Process, these HNG-X Requirements are categorised as "Type A".

3. All HNG-X Requirements are shown in tabular format with a unique identifier, HNG-X Acceptance Methods and HNG-X Acceptance Criteria. In some cases these HNG-X Requirements will be contained within textual information which gives a contextual setting. This context is provided merely to help the reader and can contain:

   3.1 glossary applicable to the HNG-X Requirements contained in this Annex;

   3.2 chapter headings; and

   3.3 explanatory text.

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ANNEX 8

SECURITY REQUIREMENTS

1. The Security Requirements as at the date of signature of CCN1200 are contained in document "HNG-X Security Requirements" version 0.2 dated 15 August, 2006, which forms part of the HNG-X Requirements Catalogue Draft at Contract.

2. For the purposes of the HNG-X Programme Requirements Change Control Process, these HNG-X Requirements are categorised as "Type A".

3. As described in Paragraph 4.1.2 of this Schedule, these HNG-X Requirements are subject to the assumptions and constraints contained in CCD entitled "Security Constraints" (ARC/SEC/ARC/0001).

4. All HNG-X Requirements are shown in tabular format with a unique identifier, HNG-X Acceptance Methods and HNG-X Acceptance Criteria. In some cases these HNG-X Requirements will be contained within textual information which gives a contextual setting. This context is provided merely to help the reader and can contain:

   4.1 glossary applicable to the HNG-X Requirements contained in this Annex;

   4.2 chapter headings; and

   4.3 explanatory text.

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ANNEX 9

DEVELOPMENT REQUIREMENTS

1. The Development Requirements as at the date of signature of CCN1200 are contained in document "HNG-X Development Requirements" version 0.2 dated 15 August, 2006, which forms part of the HNG-X Requirements Catalogue Draft at Contract.

2. For the purposes of the HNG-X Programme Requirements Change Control Process, these HNG-X Requirements are categorised as "Type A".

3. All HNG-X Requirements are shown in tabular format with a unique identifier, HNG-X Acceptance Methods and HNG-X Acceptance Criteria. In some cases these HNG-X Requirements will be contained within textual information which gives a contextual setting. This context is provided merely to help the reader and can contain:

   3.1 glossary applicable to the HNG-X Requirements contained in this Annex;

   3.2 chapter headings; and

   3.3 explanatory text.

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ANNEX 10

TESTING REQUIREMENTS

1. The Testing Requirements as at the date of signature of CCN1200 are contained in document "HNG-X Testing Requirements" version 0.2 dated 15 August, 2006, which forms part of the HNG-X Requirements Catalogue Draft at Contract.

2. For the purposes of the HNG-X Programme Requirements Change Control Process, these HNG-X Requirements are categorised as "Type A".

3. All HNG-X Requirements are shown in tabular format with a unique identifier, HNG-X Acceptance Methods and HNG-X Acceptance Criteria. In some cases these HNG-X Requirements will be contained within textual information which gives a contextual setting. This context is provided merely to help the reader and can contain:

   3.1 glossary applicable to the HNG-X Requirements contained in this Annex;

   3.2 chapter headings; and

   3.3 explanatory text.

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ANNEX 11

REQUIREMENTS DEFINITION PROCESS

PART 1 – FUNCTIONAL REQUIREMENTS DEFINITION PROCESS

1. INTRODUCTION AND SCOPE

1.1 Project HNG-X will commence with the Requirements Stage, which includes specification and assurance activities, and which will be directed by the Requirements Definition Process.

1.2 Part 1 of this Annex 11 is concerned with the definition and assurance processes to establish a baseline of Functional Requirements.

1.3 This process will focus on the specification of the business process and data requirements of the Business Capabilities and Support Facilities. Any of the existing non-functional HNG-X Requirements that relate to specific requirements, artefacts or capabilities will also be applied at this stage.

1.4 HNG-X Requirements Assurance will be conducted as a joint activity comprising both business content assurance and the inclusion of any agreed optimisation or improvement opportunities that would facilitate solution design. Both these aspects of HNG-X Requirements Assurance will involve Fujitsu Services and will occur progressively and prior to the final issuing to Fujitsu Services of the Functional Requirements.

2. PRINCIPLES

The principles that will apply during the definition and assurance process, in particular concerning the interchange of HNG-X Requirements artefacts between Post Office and Fujitsu Services are as follows:

2.1 DOORS (as configured within Post Office for Project HNG-X) is the master repository of all HNG-X Requirements;

2.2 the intention is to be able to compartmentalise the HNG-X Requirements so that each group of HNG-X Requirements has its own life and own versioning;

2.3 functional Use Cases will be grouped into convenient business areas which will be made available to Fujitsu Services at relevant points to enable early visibility and a more interactive approach to solution design; and

2.4 to ensure integrity of the HNG-X Requirements as a whole set there will be a number of assurance steps which begin at the start of a piece of work in each business area and complete with the handover of a completed HNG-X Requirements set. Fujitsu Services are fully involved in this approach from the beginning of the process through to final baselining of the HNG-X Requirements set, and will assist in optimising the overall Use Case model so that constraints applicable to the existing Horizon architecture are not unnecessarily carried forward into the HNG-X System.

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3. REQUIREMENT ANALYSIS METHOD

3.1 Analyst teams from both Parties will progressively develop the Use Case specifications required for each business area, initially assessing the proposed Use Case goals and descriptions and the various source materials to determine their status and relevance. The required business processes and logical operations will be described as Use Cases, with each being developed through normal flow and then variant and exception paths with interaction at key stages with the HNG-X Requirements Assurance process.

3.2 Certain Use Cases relate to functionality that Fujitsu Services has proposed will be delivered by solution components that are retained from Horizon. These are classified as "Retained Functionality" Use Cases and it has been agreed that these Use Cases will only require a minimum level of functional specification.

4. HNG-X REQUIREMENTS ASSURANCE

4.1 Introduction

HNG-X Requirements Assurance represents a significant and necessary stage in the HNG-X solution lifecycle, providing the means by which Post Office and Fujitsu Services can progressively gain confidence in the scope, capabilities and impact of the emerging HNG-X Requirements and solution artefacts. The assurance role will involve both business and functional content assurance and 'solution design' assurance. Fujitsu Services will support Post Office in both of these activities – initially through the provision of knowledgeable personnel to assist in minimising the risk of functional omission and subsequently to work with Post Office to verify and improve various aspects of the emergent solution, both in terms of solution optimisation and economic rationalisation of HNG-X Requirements.

4.2 Assurance Steps

The approach is underpinned by a series of assurance steps which cover:

4.2.1 content assurance: gradually moving towards a series of fully dressed Use Cases through a series of assurance stages which verify them on an incremental basis;

4.2.2 optimisation and completion:

(a) ensuring all Use Cases are up to date with all relevant Horizon or HNG-X changes and are collectively consistent; and

(b) giving visibility of the HNG-X Requirements to Fujitsu Services in order to obtain feedback from a solution perspective on any optimisation or improvement opportunities. It is recognised that these HNG-X Requirements are still subject to change and that any solution activities based on this material may be impacted once the final Requirements Baseline has been issued.

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4.2.3 further Requirements Baseline: if the above process results in amendments to the HNG-X Requirements, the Requirements Baseline will either be revised or re-issued.

4.3 **Roles**

The assurance role will encompass the need to:

4.3.1 ensure compliance – by supporting the business analyst teams of both Parties in following the Requirements Definition Process and their use of the underlying tools and standards, and in producing deliverables that meet the defined quality standards;

4.3.2 achieve assurance – by reviewing the business content of the HNG-X Requirements artefacts for accuracy and completeness, and by enabling effective dialogue, optimisation and handover activities with the Fujitsu Services Design Authority;

4.3.3 ensure integrity and consistency – by applying 'whole service' and 'cross service' assessments of HNG-X Requirement definitions, shared or common specifications, and the relationship between newly specified and retained functionality; and

4.3.4 maintain the Requirements Baseline – by establishing processes for identifying the various sources of change that will occur throughout Project HNG-X and managing their application to the Requirements Baseline.

This participative approach will however recognise the overriding roles and responsibilities of Post Office (in terms of HNG-X Requirements Assurance) and Fujitsu Services (in terms of solution definition, build and implementation) in this process.

PART 2 - HNG-X REQUIREMENTS BASELINING PROCESS

1. An initial version of the full set of Functional Requirements will be provided to Fujitsu Services as part of Post Office issuing an initial Requirements Baseline at the end of the Requirements Stage. As HNG-X Requirements Assurance may not have been completed at this point, further amendments to the initial Requirements Baseline may be required in order to take account of amendments, additions or deletions to HNG-X Requirements as a result of HNG-X Requirements Assurance. Where the overall impact of such changes is significant, the Requirements Baseline shall be re-issued by Post Office. Where the impact is minimal, there would be no need to re-issue the Requirements Baseline and any amendments shall be dealt with in accordance with paragraph 6.2 of this Schedule B6.1.

2. Individual HNG-X Requirements that are not produced as part of the Functional Requirements Definition Process described in Annex 11 Part 1 may be baselined prior to establishing the final Requirements Baseline. This approach will enable Fujitsu Services to make design or solution decisions with more certainty where necessary. At the date of signature of CCN1200, the HNG-X Requirements are as described in Annexes 3 to 10 to this Schedule B6.1 and will be marked as baselined at version 0.2. HNG-X Requirements

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which become individually baselined after this date will be marked as such in DOORS and formally handed over to Fujitsu Services ahead of the full HNG-X Requirements set.

3. For the avoidance of doubt, Fujitsu Services shall not be entitled to reject or refuse an HNG-X Requirement that complies with the provisions of this Schedule B6.1 other than in accordance with Clause 34.5.

PART 3 – NON-FUNCTIONAL HNG-X REQUIREMENTS RELATING TO THE USER INTERFACE DEFINITION PROCESS

1. The non-functional HNG-X Requirements relating to the HNG-X User Interface will be established and assured in accordance with the CCD entitled "Establishing and Assuring the HNG-X User Interface" (REQ/GEN/PRD/0001).

2. For the purposes of the HNG-X Programme Requirements Change Control Process, these HNG-X Requirements are categorised as "Type B".

PART 4 – HNG-X REQUIREMENTS RELATING TO THE POSTAL SERVICES DEFINITION PROCESS

1. The Functional Requirements relating to the Postal Services will be generated by following the Functional Requirements Definition Process set out in Part 1 of this Annex but will be established and assured as defined in the CCD entitled "Postal Services Business and Operational Context" (REQ/CUS/BRS/0001) by following the Postal Services Assessment Guidelines in place of the guidelines in Annex 1.

2. The non-functional HNG-X Requirements relating to the Postal Services will be established and assured in accordance with the CCD entitled "Postal Services Business and Operational Context" (REQ/CUS/BRS/0001).

PART 5 – HNG-X PROGRAMME REQUIREMENTS CHANGE CONTROL PROCESS

1. INTRODUCTION

1.1 The HNG-X Programme Requirements Change Control Process is owned by the Post Office HNG-X Programme Manager and the Fujitsu Services' HNG-X Programme Manager, and is intended as a mechanism which applies a discretionary level of control to the scope of the HNG-X Requirements without invoking the Change Control Procedure.

1.2 An HNG-X Programme Change Authority will be established with representation from the Fujitsu Services' Design Authority and the Post Office Design Authority who will be responsible for the initial impact assessment of proposed changes and for recommending to the Post Office HNG-X Programme Manager and the Fujitsu Services' HNG-X Programme Manager whether a change can be dealt with within their level of authority. Final responsibility for this decision remains with the Post Office HNG-X Programme Manager and the Fujitsu Services' HNG-X Programme Manager.

1.3 The treatment of a proposed change will differ depending on whether the HNG-X Requirement to which the change is proposed has been baselined, has been baselined at high level, or is still under development. These are categorised respectively as "Type

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A", "Type B" and "Type C" HNG-X Requirements, with their treatment described in paragraph 2 of this Part 5 of this Annex. New HNG-X Requirements are categorised as "Type D".

1.4 Subject to paragraph 1.5, the HNG-X Programme Requirements Change Control Process will cease to operate after the end of the Requirements Stage, after which changes to HNG-X Requirements will be dealt with through the Change Control Procedure.

1.5 After the end of the Requirements Stage, the HNG-X Programme Requirements Change Control Process shall continue to apply to:

1.5.1 the management of changes or additions to the HNG-X Requirements as a result of HNG-X Requirements Assurance or HNG-X Solution Assurance in accordance with paragraph 6.2.2 of this Schedule;

1.5.2 the management of a deviation of a Postal Services Requirement from the Postal Services Assessment Guidelines in accordance with paragraph 6.2.3(b) of this Schedule;

1.5.3 for any HNG-X Requirement other than a Postal Services Requirement, the management of a deviation from the Business Equivalence Principles in accordance with paragraph 6.2.3(a) of this Schedule; and

1.5.4 for any HNG-X Requirement, the management of an inconsistency between that HNG-X Requirement and (a) an HNG-X Assumption related to that HNG-X Requirement (and set out or referred to in the same Annex to this Schedule as that HNG-X Requirement) or (b) the HNG-X Assumption set out in Annex 12, in accordance with paragraph 4.1.2 or 4.1.3 of this Schedule (as the case may be).

2. TREATMENT OF DIFFERENT TYPES OF HNG-X REQUIREMENTS

2.1 Non Baselined Functional Requirements (Requirement Type C)

2.1.1 Any Functional Requirement which has not been individually baselined and which does not depart from the Business Equivalence Principles is regarded as under development and is not subject to the Change Control Procedure or HNG-X Programme Change Assessment.

2.1.2 Where the generation of a Functional Requirement deviates from the Business Equivalence Principles (as recognised by the author of the HNG-X Requirement or as identified during HNG-X Requirements Assurance) and is not the result of an Agreed Change, an assessment will be made by the HNG-X Programme Change Authority against the conditions for an Allowed Change as set out in paragraph 4.2.3 of this Schedule B6.1 as follows:

(a) where the HNG-X Requirement is agreed as fulfilling the conditions of an Allowed Change, the agreement will be logged by the HNG-X Programme Change Authority as an Allowed Change and the HNG-X Requirement may continue to be developed without recourse to the

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Change Control Procedure or HNG-X Programme Change Assessment; and

(b) where the HNG-X Requirement does not fulfil the conditions of an Allowed Change, the HNG-X Requirement must be passed for HNG-X Programme Change Assessment or reverted to a definition which accords with the Business Equivalence Principles.

2.2 **Requirements Baselined at High Level including Agreed Changes (Requirement Type B)**

2.2.1 HNG-X Requirements, including Agreed Changes, which are baselined at high level may be described or elaborated in more detail within the scope of the high level HNG-X Requirement without recourse to the Change Control Procedure or HNG-X Programme Change Assessment. However, where the elaboration of the HNG-X Requirement extends the scope (as recognised by the author of the HNG-X Requirement or as identified during HNG-X Requirements Assurance or HNG-X Solution Assurance, and which for Postal Services Requirements shall be assessed against the scope defined in section 4 of the CCD entitled "Postal Services Business and Operational Context" (REQ/CUS/BRS/0001) using the Postal Services Assessment Guidelines), an assessment will be made by the HNG-X Programme Change Authority as to whether the extension of scope fulfils the conditions that it must have an acceptable cost, time, risk and resourcing impact on Project HNG-X and appropriate actions will be taken as follows:

(a) where the extension of scope is agreed as fulfilling the above conditions, the extension of scope will be adopted under the governance of the HNG-X Programme Change Authority and the HNG-X Requirement or Agreed Change may continue to be developed without recourse to the Change Control Procedure or HNG-X Programme Change Assessment; and

(b) where the extension to scope does not fulfil the above conditions, the extension to scope must be passed for HNG-X Programme Change Assessment or reverted to a definition within the scope of the higher level HNG-X Requirement.

2.3 **Baselined Requirements (Requirement Type A)**

Once an HNG-X Requirement has been agreed and individually baselined, any proposed change to that HNG-X Requirement will be passed for HNG-X Programme Change Assessment. Following the formal handover of the final Requirements Baseline any HNG-X Requirements which have been assessed as deviating from the Business Equivalence Principles (in the case of all HNG-X Requirements other than Postal Services Requirements) or the Postal Services Assessment Guidelines (in the case of Postal Services Requirements) shall also be passed for HNG-X Programme Change Assessment.

2.4 **New Requirements (Requirement Type D)**

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New HNG-X Requirements will be initially assessed by the HNG-X Programme Change Authority to determine whether they fall within the definition of an Allowed Change. When the HNG-X Requirement is not assessed as an Allowed Change it will be passed for HNG-X Programme Change Assessment. When the HNG-X Requirement is assessed as an Allowed Change it will be processed as an HNG-X Requirement Type C in accordance with paragraph 2.1 of Part 5 of this Annex.

2.5 Fujitsu Services may propose that any additional or new HNG-X Requirement be subject to a caveat detailing any exceptions to full compliance in respect of that particular HNG-X Requirement only (and not in respect of any HNG-X Requirement already forming part of the HNG-X Requirements Catalogue) and the Parties shall, acting reasonably and in good faith, agree whether to adopt that caveat in respect of that particular HNG-X Requirement.

3. HNG-X PROGRAMME CHANGE ASSESSMENT

3.1 Proposed changes to HNG-X Requirements, new HNG-X Requirements and any changes or additions to the non-functional HNG-X Requirements relating to the HNG-X User Interface or Postal Services which are passed for HNG-X Programme Change Assessment will be initially assessed by the HNG-X Programme Change Authority to determine whether the change is likely to impact time or cost beyond the level of authority of the Post Office HNG-X Programme Manager and the Fujitsu Services' HNG-X Programme Manager, or whether there is likely to be any impact outside of Project HNG-X.

3.2 Where the change will clearly exceed this authority or will clearly have an impact outside the Project HNG-X, the change will be dealt with under the Change Control Procedure (or agreed with the author to be rejected).

3.3 Where the change appears likely to have minimal impact such that, considered with other proposed changes, it can be managed within the level of authority of the Post Office HNG-X Programme Manager and the Fujitsu Services' HNG-X Programme Manager and has no impact external to the Project HNG-X, the change will be passed to the appropriate team within Fujitsu Services or Post Office to undertake further impact assessment (under the control of the HNG-X Programme Change Authority).

3.4 If the further impact assessment referred to in paragraph 3.3 of this Part 5 confirms the initial assessment, the change will be approved and the HNG-X Requirement can be updated accordingly, subject to the final approval of the Post Office HNG-X Programme Manager and the Fujitsu Services' HNG-X Programme Manager. Once approved, if the change relates to a Functional Requirement, the change shall be deemed to be an Agreed Change. The baselined status (as indicated by the Requirement Type A, B C or D) of the HNG-X Requirement will not be changed by this process, but the version number of the HNG-X Requirement will be updated accordingly.

3.5 If the further impact assessment referred to in paragraph 3.3 of this Part 5 rejects the initial assessment, the change will be dealt with under the Change Control Procedure (or agreed with the author to be rejected).

4. RECORDING OF CHANGES

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All changes which are agreed as "Allowed Changes" or "Agreed Changes" shall be logged as such by the HNG-X Programme Change Authority. This log shall initially be formed from the information in Annex 2 to this Schedule as at the date of signature of CCN1200 and subsequently maintained by the HNG-X Programme Change Authority throughout Project HNG-X.

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ANNEX 12

GENERAL ASSUMPTION

Only one assumption has been identified as being of general application to the HNG-X Requirements. This is stated below:

General Assumption 01

The existing Horizon Icon Design Service will not be continued for the HNG-X System. There will be a limited set of icons agreed during the HNG-X User Interface design phase, which may be re-used as appropriate in the HNG-X User Interface. Any proposed changes or additions to the agreed set will be dealt with in accordance with the Change Control Procedure.

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ANNEX 13

CHANGES DELIVERED (OR TO BE DELIVERED) AFTER RELEASE S92 AGREED AS PART OF THE APPLICABLE HORIZON BASELINE

POL CR ref.	Change Work Package ref.	Summary description
PSO_FSL_CR00968_FS	PWY_CWP_530	Receipt Template for Automation of Travellers Cheques ADC Product
PSO_FSL_CR00680	PWY_CWP_525 (Note: Subject to being approved)	Including figures for cash in pouches in Flexible Planning input
PSO_FSL_CR00956	PWY_CWP_520	Gift Voucher Shop Receipts
PSO_FSL_CR00950_FSv2	PWY_CWP_517	Generic Branch Receipt Template
PSO_FSL_CR00326	PWY_CWP_404	Provision of DR capability to connect POLFS users to POLFS when NDC is not available.
PSO_FSL_CR00925_FS	PWY_CWP_508	Cessation of the BBC AP interfaces
PSO_FSL_CR00921v2	PWY_CWP_505	PostShop Receipt Template (applicable to the Superstock Service from 1st April 2010)
PSO_FSL_CR0893	PWY_CWP_496	Implement changes to XI as identified in the changed functional spec
PSO_FSL_CR00786	PWY_CWP_481	A & L Sequential Referencing onto ADC
PSO_FSL_CR00754	PWY_CWP_471	Shopping Basket Finance Integration (Flowers and Travel Insurance)
PSO_FSL_CR00744	PWY_CWP_466	Transmit PDR data from Horizon to POLFS and MI system.
PSO_FSL_CR00734	PWY_CWP_457	Amend Horizon to accept 5 digit item numbers
POLCC_FSL__CR0077	PWY_CWP_453	BAU - New Barcode range for P6097 Labels
POLCC_FSL_CR0693	PWY_CWP_437	Removal of a line on the Despatch Report
PSO_FSL_CR00531	PWY_CWP_414	Quantity function in Smartpost to operate when PAF is optional and not selected.
PSO_FSL_CR00584	PWY_CWP_410	New despatch report for existing client
PSO_FSL_CR00583	PWY_CWP_409	Country of destination on T& T message

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POL CR ref.	Change Work Package ref.	Summary description
POLCC_FSL_CR00547	PWY_CWP_393	New Algorithm Condition permissible in Field Validation
PSO_FSL_CR00873	PWY_CWP_494	New AP-ADC Data Type - StackLookup
PSO_FSL_CR00781v2_FS	PWY_CWP_480	Mails Receipt changes
PSO_FSL_CR00756	PWY_CWP_474	Allow today's date to be used in selecting the date range on the Office Weekly Sales Report
PSO_FSL_CR00728	PWY_CWP_456	Cut Off facility for the Office Weekly Postage Labels report
PSO_FSL_CR00727	PWY_CWP_455	Date Range for Daily Rem reports
POLCC_FSL_CR0073	PWY_CWP_439	Rejected Postage Label Report
POLCC_FSL_CR0071	PWY_CWP_423	Printing Retailer Logos on Retailer branded Orders

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SCHEDULE B6.2

HNG-X DESIGN AND BUILD

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN1200
1.1	26/09/06	Minor corrections
2.0	25/01/07	Baseline copy of 1.1
2.1	19/03/07	Applying CCN 1206
2.2	24/10/07	Anomaly: omission of text in paragraph 13.1
3.0	25/10/07	Baseline copy of 2.2
4.0	23/02/09	Baseline copy of 3.1
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	24/12/09	Applying changes as per CCN 1268
7.0	24/05/10	Moving schedule to version 7.0
8.0	21/02/12	Moving all schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Updating as per CCN1648b and moving all Schedules to v14.0

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SCHEDULE B6.2

HNG-X DESIGN AND BUILD

1. INTRODUCTION

This Schedule deals with:

1.1 an overview of the manner in which the HNG-X Requirements set out in or generated by the process in Schedule B6.1 will be logged and confirmed;

1.2 the agreed processes for design and development in support of the solution specification, build and test stages of the lifecycle of the HNG-X Development, including offshore development. The Parties acknowledge that Post Office is embarking on a project management methodology referred to as RMG Harmony. This methodology is in development at the date of signature of CCN1200. As such this Schedule may or may not align with RMG Harmony. In the event that Post Office requires changes to this Schedule to better align it with RMG Harmony those changes will be dealt with in accordance with the Change Control Procedure;

1.3 an overview of the Solution Baseline Documentation Set;

1.4 maintenance of the HNG-X Programme Plan and associated budgeting and reporting; and

1.5 other matters relating to the conduct of Project HNG-X and the Associated Changes.

2. HNG-X REQUIREMENTS

2.1 The HNG-X Requirements that will form the Requirements Baseline are referred to in, or will be generated in the manner defined in, Schedule B6.1.

2.2 Fujitsu Services will establish a method of requirements traceability against the Requirements Baseline for use during the HNG-X Development Period. Fujitsu Services will provide Post Office with a completed compliance matrix for all HNG-X Requirements listed in the Requirements Baseline by the milestone entitled "Requirements Compliance Matrix Baselined" in the HNG-X Programme Plan.

3. SOLUTION BASELINE DOCUMENTATION SET

3.1 Fujitsu Services shall develop a set of documents and other artefacts that accurately reflects the Solution Baseline (the "Solution Baseline Documentation Set"). The Solution Baseline Documentation Set will consist of updated versions of Schedules B3.2, B3.3 and B3.4, the Solution Architecture, and more detailed information (which may be based on aspects of the Requirements Baseline and/or a set of architectural and design artefacts). The Parties shall work together throughout the two month period following the end of the Requirements Stage to agree by the end of that period the list of documents

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and other artefacts that will form the Solution Baseline Documentation Set (together with a summary description for each such document and artefact).

3.2 Changes to components or component usage explicitly described in the Solution Architecture, or in other documents and artefacts of the Solution Baseline Documentation Set which have been agreed between the Parties as requiring Post Office approval, shall be approved by Post Office and Fujitsu Services.

4. ARCHITECTURE & DESIGN

4.1 Fujitsu Services will create and maintain, for the duration of the HNG-X Development Period, an architectural solution description, which shall be developed from the Solution Architecture and shall take account of relevant HNG-X Requirements (the "Architectural Solution Description"). The Architectural Solution Description will be used to support HNG-X Solution Assurance in the manner described in paragraph 5.4.2 and the Parties shall agree, in accordance with paragraph 3, which elements of the Architectural Solution Description shall form part of the Solution Baseline Documentation Set.

4.2 The Architectural Solution Description will consist of a number of architectural and design artefacts that capture the design characteristics of the component sub-systems of the solution. The architectural and design artefacts will take a number of forms, dependent on the nature of the sub-system but typically dictated by whether the component is to be newly created or retained or enhanced legacy. Architectural and design artefact production will be tracked through the HNG-X Programme Plan. Fujitsu Services shall work with Post Office to agree, such agreement not to be unreasonably withheld, the form of the architectural and design artefacts by the date for such agreement set out in the HNG-X Programme Plan.

5. HNG-X SOLUTION ASSURANCE

5.1 HNG-X Solution Assurance is a significant and necessary activity in the HNG-X solution lifecycle providing the means by which Post Office and Fujitsu Services will progressively gain confidence in the emerging solution.

5.2 HNG-X Solution Assurance will continue the engagement between Post Office and Fujitsu Services that was established to conduct Requirements Assurance as a pre-cursor to establishing the Requirements Baseline.

5.3 The objectives of HNG-X Solution Assurance are to enable:

5.3.1 Post Office and Fujitsu Services to develop a common and shared understanding of the Requirements Baseline;

5.3.2 Post Office to amplify, explain or clarify any points of difficulty in the interpretation of the Requirements Baseline as requested by Fujitsu Services;

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5.3.3 Post Office and Fujitsu Services to monitor the progress of the Solution Baseline towards satisfying the Requirements Baseline;

5.3.4 Post Office and Fujitsu Services to progressively gain confidence in the completeness and integrity of the Solution Baseline;

5.3.5 Fujitsu Services to confirm to Post Office the operational effect of applying the HNG-X Assumptions to the Architectural Solution Description; and

5.3.6 Fujitsu Services to advise Post Office of potential operational or functional implications which may arise in the development of the Architectural Solution Description and for Post Office to consider appropriate actions, such actions to be agreed between the Parties. Such advice shall not include operational implications relating to the usability characteristics of the HNG-X User Interface or the user interface of the CSRDE, where such implications would be specific to Post Office's business operations and practices.

5.4 HNG-X Solution Assurance Roles and Responsibilities

5.4.1 The HNG-X Solution Assurance role will be led by the Post Office Design Authority and his team, supported by Fujitsu Services.

5.4.2 Fujitsu Services will demonstrate, through discussion and by the provision of appropriate architectural and design artefacts, how the Design and Architecture Requirements are met. In addition, Fujitsu Services will, through the provision of an appropriate compliance matrix, demonstrate the incorporation of all of the HNG-X Requirements in the Requirements Baseline against relevant solution artefacts.

5.4.3 During HNG-X Solution Assurance Post Office will not specify any design or design component to Fujitsu Services but will provide feedback where it does not reasonably believe that the solution design will correctly meet the Requirements Baseline, or where it believes that the solution outcome would result in unacceptable implications.

5.4.4 HNG-X Solution Assurance will be carried out via a joint design forum and ad-hoc discussions provided that the workings of the design forum or the holding of such ad-hoc discussions do not adversely impact progress against the HNG-X Programme Plan. Where Fujitsu Services believes that such an adverse impact has occurred or is likely to occur, then this issue shall be raised with both the Post Office HNG-X Programme Manager and the Fujitsu Services' HNG-X Programme Manager for resolution and such impact shall be assessed via the mechanisms described in paragraph 13.1.

5.4.5 This participative approach will recognise the respective and overriding roles and responsibilities of Post Office (in terms of HNG-X Requirements

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Assurance) and of Fujitsu Services (in terms of solution definition, build and implementation) in this process.

6. DEVELOPMENT

6.1 Fujitsu Services will develop the components of the solution using a combination of "waterfall", iterative and prototyping development methods as appropriate to the component or sub-system being created. In general:

6.1.1 the "waterfall" approach will typically be used for retained "legacy" in the Data Centre and those components that are related to the internal workings of the solution (not business/user visible);

6.1.2 iterative methods will typically be used to deliver subsets of business functionality earlier in the lifecycle (to support incremental testing); and

6.1.3 prototyping will typically be deployed where the requirements are not clearly understood or where Fujitsu Services and Post Office jointly agree that this is the correct approach for the creation of a particular aspect of the system.

Fujitsu Services will agree with Post Office, such agreement not to be unreasonably withheld, which development method will be used for each sub-system or component of the solution.

6.2 Fujitsu Services will act in accordance with the Fujitsu Services "Solution Framework" methodologies, as enhanced by the Fujitsu Services team to support the needs of the development stream and this will be captured in revisions to the Working Document "Development Strategy for HNG-X" (DEV/MGT/STG/0001), which will be shared with Post Office. Decisions on which development tooling and development methodologies are to be used will be driven out of the programme and implemented within the project lifecycle as indicated by Level 2 key milestones in the HNG-X Programme Plan.

6.3 Each Party shall comply with its obligations set out in Annex 2 to this Schedule with regard to the HNG-X Development.

6.4 Fujitsu Services shall provide a measurement mechanism which can be used to estimate the functional size and complexity of software components and which can be used to estimate the functional size and complexity of future software changes.

6.5 In accordance with agreed Work Order(s), Fujitsu Services shall support Post Office in activities necessary for Post Office to achieve:

6.5.1 certification, accreditation or assurance with its Clients or other third parties; and

6.5.2 re-certification or re-accreditation with its Clients or other third parties.

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6.6 Fujitsu Services shall allow Post Office training development staff access to the pre-release solution as is becomes available, to facilitate the development by Post Office of accurate training material.

7. TESTING

7.1 Project HNG-X will follow a jointly developed, jointly agreed testing strategy that has been created to exploit the benefits of the re-engineered solution to be delivered by a service oriented architecture (as that term is described in the Solution Architecture) and an object oriented development approach. From the agreed testing strategy, revisions to the generic testing processes will be drawn. The approach will re-balance the testing lifecycle to strengthen the earlier stages of testing and thus reduce the risk of significant issues emerging in the later stages. To ensure that each stage of testing delivers the appropriate contribution to the programme it is important to establish and manage the commencement (trends, stability, readiness) and completion (coverage, completeness, closure) criteria for each testing stage.

7.2 Each test stage will have associated, documented quality gates (QGs) that will support the readiness review process to decide whether it is appropriate to enter or leave the stage of testing to which the QGs relate. The entry QG will be based on objective entry criteria, drawn from generic checklists, to support the assessment of readiness, timeliness, worth and risk.

7.3 Independent testing of the solution will be carried out by a jointly resourced and managed team where each organisation takes leadership of an individual test stage as agreed between the Parties. The scheduling of tests shall take account of, and be consistent with, the HNG-X Acceptance Plan.

7.4 The Parties will use reasonable endeavours to jointly agree, by the touchpoint in the HNG-X Programme Plan entitled "HNG-X Testing Approach Agreed", such agreement not to be unreasonably withheld, a CCD entitled "Testing Approach for HNG-X" (TST/GEN/STG/0002) which will define the joint approach to be used for testing. Such CCD will be based on the then current version of the Working Document "HNG-X Testing Strategy", the version at the date of signature of CCN1200 being version 1.0 (March 2006).

8. ACCEPTANCE

The HNG-X Acceptance Process will be managed in accordance with Schedule B6.3 by the respective HNG-X Acceptance Managers of Post Office and Fujitsu Services for the period to HNG-X Initial Acceptance and by the Post Office Acceptance Manager and Fujitsu Services Post Office Account service management team for the period from HNG-X Initial Acceptance to HNG-X Final Acceptance.

9. HNG-X PROGRAMME PLAN

9.1 Fujitsu Services shall maintain the HNG-X Programme Plan for the fulfilment of its obligations under this Agreement in relation to Project HNG-X and the Associated Change Activities.

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9.2 The HNG-X Programme Plan maintained by Fujitsu Services shall comprise three Levels. The Level 2 elements of the HNG-X Programme Plan, as at the date of signature of CCN1246, was formerly agreed as part of this Agreement but has since been removed since the programme has concluded-.

9.3 The Level 3 elements of the HNG-X Programme Plan shall be at a level of detail equivalent to those elements described as such in Annex 1 to this Schedule (this is included for illustrative purposes only).

9.4 Within eight Working Days of the start of each Planning Period following the date of signature of CCN 1200, Fujitsu Services shall issue a revised version of the HNG-X Programme Plan which shall contain:

9.4.1 the Tasks required for completion of Project HNG-X and the Associated Change Activities;

9.4.2 until 31st October 2006, the Level 3 elements of the HNG-X Programme Plan associated with such FS Tasks as are scheduled to take place up to 30th November 2006;

9.4.3 from 1st November 2006, the Level 3 elements of the HNG-X Programme Plan required for completion of Project HNG-X and those Level 3 elements that are recorded in the HNG-X Programme Plan that are related to the Associated Change Activities; and

9.4.4 the milestone dates for Post Office Tasks and, so far as reasonably practicable, Post Office's other obligations under this Agreement, on which the commencement or completion of an FS Task is dependent (a "Development Dependency").

Any revised version of the HNG-X Programme Plan issued pursuant to this paragraph shall only become effective in accordance with the terms of paragraph 13.

9.5 In respect of each version of the HNG-X Programme Plan provided in accordance with paragraph 9.4, each Level 3 element on the HNG-X Programme Plan to be performed by Fujitsu Services:

9.5.1 having a deliverable to be produced as a result of that element, shall have a summary description of that deliverable; and

9.5.2 if related to HNG-X Development, shall have a HNG-X T&M Budget associated with it.

9.6 Fujitsu Services shall complete each of its Tasks, using its reasonable endeavours to do so by the date shown for the completion of that Task in the HNG-X Programme Plan.

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9.7 Post Office shall achieve each of its Development Dependencies, using its reasonable endeavours to do so by the date shown for the achievement of that Development Dependency in the HNG-X Programme Plan.

9.8 The initial version of the HNG-X Programme Plan at Level 2 was baselined at the date of signature of CCN 1246 such that any changes to costs, effort and timescales could be managed in accordance with this Schedule B6.2.

9.9 Certain dates in the initial version of the HNG-X Programme Plan for the key milestones and touchpoints between Fujitsu Services and Post Office or third parties for the delivery of Project HNG-X and the Associated Changes, were formerly agreed as part of this Agreement but have since been removed since the programme has concluded.

10. REPORTING AND OBLIGATIONS IF DELAY OCCURS

10.1 From the date of signature of CCN 1200, Fujitsu Services shall report to Post Office in respect of each Planning Period its progress in achieving its Tasks set out in the HNG-X Programme Plan for that Planning Period and on its management of the work set out in that plan, such reporting to include earned value analysis.

10.2 Fujitsu Services shall report to Post Office in accordance with paragraph 10.1 not later than the eighth Working Day after the end of the Planning Period to which the report relates.

10.3 From the date of signature of CCN 1200, Post Office shall report to Fujitsu Services in respect of each Planning Period its progress in achieving the Development Dependencies for that Planning Period and on its management of the work relating to those Development Dependencies.

10.4 Post Office shall report to Fujitsu Services in accordance with paragraph 10.3 not later than the fifth Working Day after the end of the Planning Period to which the report relates.

10.5 If at any time an FS Task has not been, or Fujitsu Services forecasts that it may not be, started or completed by the date set for that event in the HNG-X Programme Plan, Fujitsu Services shall notify Post Office forthwith and shall provide a report to Post Office with a red, amber, green colour coding system ("RAG Report") to highlight that FS Task.

10.6 If at any time a Development Dependency has not been, or Post Office forecasts that it may not be, achieved by the date set for that Development Dependency in the HNG-X Programme Plan, Post Office shall notify Fujitsu Services forthwith and shall provide a RAG Report to Fujitsu Services to highlight that Development Dependency.

10.7 If at any time an FS Task has a change in the effort required for its completion based on the effort for that event in the HNG-X Programme Plan, Fujitsu

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Services shall notify Post Office forthwith and shall provide a RAG Report to highlight FS Tasks for which the effort has changed. Any change to the effort required for completion of an FS Task will only take effect in the HNG-X Programme Plan in accordance with paragraph 13.1.

10.8 If a failure or delay to carry out (a) an FS Task or (b) a Level 3 element set out in the HNG-X Programme Plan to be performed by Fujitsu Services:

10.8.1 affects (a) any key milestone or touchpoint referred to in paragraph 9.9 or (b) any Development Dependency (in both cases as set out in or derived from the HNG-X Programme Plan), Fujitsu Services shall as soon as reasonably practicable provide proposals to mitigate the failure or delay; or

10.8.2 does not affect (a) any key milestone or touchpoint referred to in paragraph 9.9 or (b) any Development Dependency (in both cases as set out in or derived from the HNG-X Programme Plan), Fujitsu Services shall take such action as is necessary to mitigate the failure or delay and shall report such action to Post Office in accordance with paragraph 10.1.

Any proposal provided by Fujitsu Services under paragraph 10.8.1 shall be agreed with Post Office before it is implemented.

10.9 If there is a failure or delay to (a) achieve a Development Dependency or (b) carry out a Level 3 element set out in the HNG-X Programme Plan to be performed by Post Office, Post Office shall take such action as is necessary to mitigate the failure or delay and shall report such action to Fujitsu Services in accordance with paragraph 10.3.

11. BUDGET REPORT AND SUPPORTING INFORMATION FOR INVOICES

11.1 Fujitsu Services shall provide together with the reports to be provided under paragraph 10.1:

11.1.1 a report in spreadsheet form providing, in respect of HNG-X Development work only, the amount invoiced or due to be invoiced up to the end of the Planning Period to which the report relates, an estimate of Fujitsu Services Charges to completion of HNG-X Development and the aggregate HNG-X T&M Budget at such completion, together with an assessment of Gain Share which may be payable and/or a comparison of the figures given in the report against the Lower Target Price, Upper Target Price, Soft Cap and/or Hard Cap, in each case in accordance with the provisions of Schedule D8; and

11.1.2 a document setting out for the invoicing period to which the reports relate supporting information giving, in respect of each Level 3 element identified in the HNG-X Programme Plan to be performed by Fujitsu Services during that invoicing period, details of the number of hours worked by each grade of resource in respect of that Level 3 element.

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11.2 The format of the reports and supporting information to be provided in accordance with paragraphs 10.1, 10.3 and 11.1, shall be agreed by the Parties, such agreement not to be unreasonably withheld.

12. CONTRACTOR PERSONNEL

12.1 From the date of signature of CCN 1200 until the HNG-X Initial Acceptance Date, Fujitsu Services shall supply (and update when changes occur) the name, job title, project role and grade for those Fujitsu Services personnel working on HNG-X Development including those personnel that are off-shored.

12.2 From the date of signature of CCN 1200 until the HNG-X Initial Acceptance Date, Fujitsu Services shall produce organisational charts showing Fujitsu Services personnel working on HNG-X Development including those personnel that are off-shored. Fujitsu Services shall provide revised versions of those charts to Post Office when there are material changes to them.

13. CHANGING THE HNG-X PROGRAMME PLAN

13.1

Changes to scheduling of, or the effort required for, Tasks or Development Dependencies that the Parties consider will not cause the 108.5 Band to be exceeded and to which paragraph 13.5 does not apply shall require the written agreement of both Parties at HNG-X Authority Level 1 (such agreement not to be unreasonably withheld by either Party) and shall take effect immediately upon that written agreement. Changes to scheduling of, or the effort required for, Tasks or Development Dependencies that the Parties consider will cause the 108.5 Band to be exceeded and to which paragraph 13.5 does not apply shall be dealt with under the Change Control Procedure. All changes that impact any of the dates set out in the HNG-X Programme Plan for any of the key milestones and touchpoints will be managed under the Change Control Procedure.

13.1.1 Without prejudice to the generality of paragraph 13.1 and subject to that paragraph, in order to manage (after the date of signature of CCN1246) any further increases in the chargeable man day estimates provided by Fujitsu Services to complete the HNG-X Development and/or Associated Change Development:

(a) Fujitsu Services HNG-X Programme Director shall notify Post Office HNG-X Programme Manager in writing of any change in the aggregate number of man days budgeted (as chargeable to Post Office) to complete the HNG-X Development or Associated Change Development ("a man-day change");

(b) In relation to any such man-day change of 20 days or less, Post Office shall be deemed to have approved such change unless it notifies Fujitsu Services within 2 working days of receipt (unless such man-day change coupled with all other man-day changes in that month exceeds 100 man-days);

(c) for any man-day change not within sub-paragraph (b) above, the Fujitsu HNG-X Programme Director and the Post Office HNG-X Programme Manager shall promptly meet to agree in writing the approach to be taken in relation to such proposed change;

(d) all man-day changes within a calendar month will be discussed at a monthly meeting to be combined with the last Joint Supply Board of each month.

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13.2 If the Parties fail to reach agreement at HNG-X Authority Level 1 on a change of the type described in the first sentence of paragraph 13.1, the dispute shall be referred to HNG-X Authority Level 2. If the Parties fail to reach such agreement at HNG-X Authority Level 2, the dispute shall be referred for resolution at the Executive Review level of the DRP and if not resolved shall (unless the Parties agree otherwise) be escalated further in accordance with the DRP.

13.3 Fujitsu Services shall be entitled at its discretion to reschedule the Level 3 elements of the HNG-X Programme Plan within the period bounded by the start and completion dates for the associated Task in the HNG-X Programme Plan.

13.4 Failure to complete a Task due to Fujitsu Services' Default

13.4.1 To the extent that a failure by Fujitsu Services to carry out an FS Task by the completion date for that Task in the HNG-X Programme Plan is due to a Default of Fujitsu Services, then:

13.4.1.1 Fujitsu Services shall not be entitled to extend the period for the completion of that FS Task or revise the HNG-X T&M Budget for that FS Task without the agreement of Post Office in accordance with the provisions of paragraph 13.1; and

13.4.1.2 the cost of preparing reports and proposals and taking any mitigating action in accordance with paragraph 10 shall be borne by Fujitsu Services.

13.4.2 To the extent that a failure by Post Office to achieve a Development Dependency by the achievement date for that Development Dependency in the HNG-X Programme Plan is due to a Default of Fujitsu Services, then:

13.4.2.1 if the Development Dependency is not achieved by the date specified for that Development Dependency in the HNG-X Programme Plan, the period for achieving that delayed Development Dependency shall be extended by the period reasonably necessary for that Development Dependency to be achieved, taking into account:

(a) whether the reasons for delay, to the extent they can be identified, are likely to continue to cause delay;

(b) the availability of appropriate resources (both existing Post Office resources and any available to Post Office to buy in);

(c) the nature of the Development Dependency to be achieved; and

(d) other Development Dependencies which have not yet been achieved,

provided that Post Office shall use reasonable endeavours to redeploy any resources allocated to achieve that Development Dependency

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throughout the period of delay so as to minimise that period of extension;

13.4.2.2 the length of the time extensions to Development Dependencies in accordance with paragraph 13.4.2.1 shall require written agreement at HNG-X Authority Level 1 (such agreement not to be unreasonably withheld by either Party) and shall take effect immediately subject to written confirmation at HNG-X Authority Level 2 (which shall be given or refused within one week of such agreement);

13.4.2.3 if the Parties fail to reach such agreement at HNG-X Authority Level 1 or HNG-X Authority Level 2, for the purposes of establishing the effective ongoing HNG-X Programme Plan, Fujitsu Services shall be entitled to determine on the basis of and taking into account the factors set out in paragraph 13.4.2.1 the amount of time by which each delayed Development Dependency shall be extended. Post Office shall work to that revised HNG-X Programme Plan but shall be entitled to seek a further extension of time for such Development Dependencies through the dispute resolution process referred to in paragraph 13.4.2.4; and

13.4.2.4 Disputes as to:

(a) whether or to what extent a Default by Post Office or some other failure has caused a Development Dependency to be delayed; or

(b) the amount by which the time for a Development Dependency should be extended,

shall be referred for resolution at the Executive Review level of the DRP and if not resolved shall (unless the Parties agree otherwise) be escalated further in accordance with the DRP.

13.5 Failure to complete a Task not due to Fujitsu Services' Default

13.5.1 The provisions of this paragraph 13.5 shall only apply if and to the extent that a failure by Fujitsu Services to carry out an FS Task by the completion date for that FS Task in the HNG-X Programme Plan is due to a failure by Post Office or any of its agents or sub-contractors to (i) achieve any Development Dependencies by the date shown for the achievement of them set out in the HNG-X Programme Plan, or (ii) fulfil its other obligations under this Agreement, provided that Fujitsu Services notified Post Office of its failure to fulfil that obligation and its effect on Fujitsu Services' ability to perform the FS Task.

13.5.2 If an FS Task is not completed by the date specified for that FS Task in the HNG-X Programme Plan, the period for completing that delayed FS

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Task shall be extended by the period reasonably necessary for that FS Task to be completed, taking into account:

(a) whether the reasons for delay, to the extent they can be identified, are likely to continue to cause delay;

(b) the availability of appropriate resources (both existing Fujitsu Services resources and any available to Fujitsu Services to buy in);

(c) the nature of the FS Task to be completed; and

(d) other FS Tasks which remain incomplete,

provided that Fujitsu Services shall use reasonable endeavours to redeploy any resources allocated to that FS Task throughout the period of delay so as to minimise that period of extension.

13.5.3 Fujitsu Services shall revise the HNG-X T&M Budget for completing each of its delayed FS Tasks to the extent reasonably necessary to reflect:

(a) any additional work required; and/or

(b) additional resource required to be allocated to that FS Task,

for it to be completed within the period of extension described in paragraph 13.5.2, provided that Fujitsu Services shall use reasonable endeavours to redeploy any resources allocated to that FS Task throughout the period of delay.

13.5.4 The length of the time extensions to FS Tasks in accordance with paragraph 13.5.2 shall require written agreement at HNG-X Authority Level 1 (such agreement not to be unreasonably withheld by either Party) and shall take effect immediately subject to written confirmation at HNG-X Authority Level 2 (which shall be given or refused within one week of such agreement).

13.5.5 If the Parties fail to reach such agreement at HNG-X Authority Level 1 or HNG-X Authority Level 2, for the purposes of establishing the effective ongoing HNG-X Programme Plan, Post Office shall be entitled to determine on the basis of and taking into account the factors set out in paragraph 13.5.2 the amount of time by which each delayed FS Task shall be extended. Fujitsu Services shall work to that revised HNG-X Programme Plan but shall be entitled to seek a further extension of time for such FS Tasks through the dispute resolution process referred to in paragraph 13.5.6.

13.5.6 Disputes as to:

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(a) whether or to what extent a Default by Fujitsu Services or some other failure has caused an FS Task to be delayed;

(b) the amount by which the time for an FS Task should be extended; or

(c) the increase (if any) to the HNG-X T&M Budget to reflect the additional work or resource required to complete a delayed or extended FS Task,

shall be referred for resolution at the Executive Review level of the DRP and if not resolved shall (unless the Parties agree otherwise) be escalated further in accordance with the DRP.

13.6 Notwithstanding anything to the contrary in Clauses 57 and 68, written agreements and confirmations referred to in paragraphs 13.1 to 13.5 may be effected by written agreement including, without limitation, email exchange or agreed meeting minutes.

14. OFFSHORE DEVELOPMENT

14.1 Appointment and Induction of Offshore Development Partner

14.1.1 Fujitsu Services has appointed Zensar Technologies UK Limited as an HNG-X Sub-contractor, in the role of offshore development partner (the "Offshore Development Partner"). This paragraph 14 sets out the circumstances in which Fujitsu Services may use the Offshore Development Partner, its management of the Offshore Development Partner and Post Office's role in that process. It is without prejudice to Fujitsu Services obligations under Clause 58.2.

14.1.2 Fujitsu Services will agree the appointment, by the Offshore Development Partner, of a Fujitsu Services' Offshore Project Manager and a Fujitsu Services' Offshore Design Authority to oversee the Offshore Development Partner's contribution to HNG-X Development work. These appointments will be notified to Post Office by Fujitsu Services as soon as reasonably practicable.

14.1.3 Fujitsu Services will ensure that the Fujitsu Services' Offshore Project Manager and the Fujitsu Services' Offshore Design Authority appointed by the Offshore Development Partner have a full understanding of both the technical solution proposed and the business environment within Post Office sufficient to fulfil Fujitsu Services' obligations in respect of offshore activities.

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14.1.4 The Fujitsu Services' Offshore Project Manager and the Fujitsu Services' Offshore Design Authority will ensure that such induction information is communicated within the Offshore Development Partner's teams through mandatory briefings and a record will be maintained to demonstrate all individuals have received this communication. Post Office will agree the content of this communication in advance, such agreement not to be unreasonably withheld.

14.1.5 The Parties will agree Post Office's involvement in the activities, including any support to be provided to Fujitsu Services, set out in paragraphs 14.1.3 and 14.1.4, such agreement not to be unreasonably withheld by either Party.

14.2 **Use of Offshore Development Partner**

14.2.1 Fujitsu Services will propose which components of the solution are to be produced offshore on a case-by-case basis and which aspects of development (design, development, test) are to be produced by the Offshore Development Partner. Fujitsu Services shall provide reasonable notice to Post Office to consider such proposals and shall seek Post Office agreement to these proposals before they are implemented, such agreement not to be unreasonably withheld. The decision to offshore the development of a component will be based on information that will include architectural considerations, skills availability, development knowledge, support constraints and security measures.

14.2.2 Before Fujitsu Services proposes to Post Office, pursuant to paragraph 14.2.1, that any HNG-X Development work be undertaken by the Offshore Development Partner, Fujitsu Services shall, at no cost to the Post Office, carry out an assessment of the potential risks involved in such work being undertaken offshore by the Offshore Development Partner. Such assessment shall consider any potential risks arising from the physical, logical and management security standards to be followed by the Offshore Development Partner in undertaking such work.

14.2.3 Fujitsu Services shall disclose to Post Office (a) the results of the assessment referred to in paragraph 14.2.2 and (b) details of the processes, procedures, systems and controls it has or intends to put in place to address the risks identified in that assessment. The commencement of any offshore HNG-X Development work by the Offshore Development Partner shall be conditional on Post Office confirming to Fujitsu Services that it is satisfied with such assessment and such processes, procedures, systems and controls.

14.2.4 Fujitsu Services will enter into contractual arrangements with the Offshore Development Partner that will entitle it to require the Offshore Development Partner to put in place the following security measures in respect of any HNG-X Development work undertaken by it offshore:

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(a) physically isolating the Offshore Development Partner's development environment for HNG-X Development from other areas, with access restricted to only those resources of the Offshore Development Partner who are carrying out such activities; and

(b) isolating the Offshore Development Partner's networks for such development environment from other areas and other networks including data security, network security, server security, document security and web security.

As a result of an assessment conducted pursuant to paragraph 14.2.2 or otherwise, the Parties may agree in writing that the Offshore Development Partner implement the measures referred to in this paragraph in relation to HNG-X Development work. As part of any such agreement, the Parties shall also agree any additional charges to be paid by Post Office for those measures, such charges to reflect any additional costs incurred by the Offshore Development Partner in implementing those measures.

14.2.5 Fujitsu Services shall be responsible for ensuring that the Offshore Development Partner implements and observes any security measures disclosed to Post Office pursuant to paragraph 14.2.3 (to the extent they are relevant to the Offshore Development Partner) or agreed by the Parties pursuant to paragraph 14.2.4. Other than as referred to in paragraph 14.2.4, the cost of such security measures shall be borne by Fujitsu Services.

14.2.6 The requirements for the components of the solution that are to be developed offshore will be passed to the Offshore Development Partner under the control of the Fujitsu Services' 'Requirements and Acceptance' team, in accordance with established Project HNG-X practice. The Fujitsu Services' Offshore Design Authority will actively participate in the review, interpretation and assurance of these requirements. Fujitsu Services will arrange reviews involving the Fujitsu Services Design Authority, the Fujitsu Services' Offshore Design Authority and the Post Office Design Authority where it believes significant clarification or better understanding of an HNG-X Requirement is needed. Post Office may request Fujitsu Services to arrange such a review if it reasonably believes a review to be necessary for specific HNG-X Requirements.

14.2.7 The independent testing stages of Project HNG-X will be supported by the Offshore Development Partner's personnel working on and offshore and it is anticipated that there will be regular contact with the joint Post Office and Fujitsu Services testing team with respect to offshore developed technology where this touches the business/user environment. A series of two way visits is envisaged.

14.3 **Programme Management of Offshore development**

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14.3.1 Fujitsu Services has appointed the Fujitsu Services Project Manager, who is a senior project management professional, to oversee the relationship with the Offshore Development Partner to ensure that synergy with the programme is maintained and pro-actively managed. The Fujitsu Services Project Manager will ensure all risks associated with the offshore development are managed, such risks and their associated action plans to be shared with Post Office.

14.3.2 Offshore activities will be included within the HNG-X Programme Plan (Levels 1, 2 and 3) and weekly time recording will be supported within Fujitsu Services' standard RTR toolset, in accordance with agreed reporting processes for Project HNG-X. Offshore activities will be included within Project HNG-X reporting in accordance with this Schedule B6.2.

14.3.3 Fujitsu Services will hold all offshore generated artefacts within the nominated repositories for Project HNG-X and knowledge share will be supported by the continued involvement of offshore staff within their respective programme communities (design, development and test).

14.3.4 Fujitsu Services will ensure that all risks and issues that originate or are identified offshore are managed through the appropriate programme registers and processes. Such risks and issues will be made visible to Post Office who will be invited to participate in their resolution.

14.3.5 Fujitsu Services will work with the Offshore Development Partner to put in place measures, equivalent to those set out at Clause 41 (Fujitsu Services Key Personnel) of this Agreement, aimed at ensuring that the Fujitsu Services' Offshore Project Manager and the Fujitsu Services' Offshore Design Authority are retained as key personnel.

14.3.6 For the avoidance of doubt, the Offshore Development Partner's compliance with the provisions of this paragraph 14 and its performance of any of Fujitsu Services' obligations under this Agreement shall be subject to the same rights of audit as if those obligations were performed by Fujitsu Services and Fujitsu Services shall ensure that the Offshore Development Partner maintains Records and cooperates with, and provides assistance and information in relation to, any audit, in each case in accordance with Clause 25 (Audit).

15. ASSOCIATED DOCUMENTS

15.1 The following CCDs are associated with this Schedule B.6.2:

	Document Reference	Document Title
	REQ/CUS/BRS/0001	Postal Services Business and Operational Context

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	TST/GEN/STG/0002	Testing Approach for HNG-X

15.2 There are no CRDs associated with this Schedule B6.2.

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ANNEX 1

HNG-X PROGRAMME PLAN: LEVEL 3 ELEMENTS

(For illustrative purposes only)

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ANNEX 2

DEVELOPMENT RULES

DEFINITIONS

For the purposes of this Annex only, the following terms shall have the following meanings:

Clean Room	means the separate operational environment where the Clean Room Team will work during the development lifecycle for production of the Clean Room Outputs;
Clean Room Outputs	means the UI and CSRDE outputs for the HNG-X business application developed by Fujitsu Services in the Clean Room;
Clean Room Rules	means the set of operational processes and practices used by the Clean Room Team to work on the Clean Room Outputs as set out in Section C of this Annex;
Clean Room Team	means all individuals engaged on Project HNG-X by Fujitsu Services who are based in the Clean Room;
Fujitsu Filter Team	means the identified individuals in the General Development Team (and outside the Clean Room) responsible for the interface with the Clean Room Team;
General Development Team	means all individuals engaged on Project HNG-X by Fujitsu Services who are involved in the creation or use of IPR; and
General Development Team Rules	means the rules set out in Section B of this Annex.

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SECTION A: GENERAL

1. BACKGROUND

1.1 Fujitsu Services does not intentionally engage in the production of software or systems which unlawfully copy the proprietary works of others. Nor does it intentionally misuse confidential information to assist such production.

1.2 In addition Fujitsu Services takes appropriate steps to ensure the potential risk of inadvertent copying of proprietary works is minimised.

1.3 As a result of Post Office's business decisions not to continue using the parts of the current Horizon systems from Fujitsu Services' existing subcontractor there is a possibility that Fujitsu Services will be required to produce evidence that the replacement software did not benefit either from the unlawful copying by Fujitsu Services of proprietary material or the misuse of third party confidential information.

2. APPROACH

2.1 This document sets out the approach agreed between Fujitsu Services and Post Office:

2.1.1 to control the risk of infringement of third party rights during the development of HNG-X; and

2.1.2 to enable Fujitsu Services to demonstrate that Fujitsu Services design and code outputs are based upon the HNG-X Requirements not the unlawful copying or misuse by Fujitsu Services of third party rights in existing systems.

2.2 The use of the Clean Room is to produce Clean Room Outputs based only on the Post Office's HNG-X Requirements and not created as a result of any unlawful copying or misuse by Fujitsu Services of third party rights in existing systems.

2.3 Post Office acknowledges that it has a role to play to assist Fujitsu Services in avoiding the risk of infringement of that third party IPR and Section D of this Annex sets out details of the actions and responsibilities of Post Office in this respect.

2.4 The rules applicable to the Clean Room are not intended to replace those applicable to the General Development Team. The General Development Team Rules shall unless modified by the Clean Room Rules also apply to the Clean Room Team.

2.5 Neither the Clean Room Rules nor the General Development Team Rules shall replace Fujitsu Services' other applicable general development or quality assurance obligations. Rather the Clean Room Rules and the General Development Team Rules are intended to bring specific focus and awareness in

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areas where these need to be modified or augmented to meet identified risks of IPR infringement.

3. SCOPE

3.1 The Parties have agreed that where there are real risks of actual IPR infringement Fujitsu Services shall put in place a system where part of its team (the "Clean Room Team") will work in isolation to prevent such infringement.

3.2 For the purpose of this Annex the additional rules applicable to the Clean Room Team are called the Clean Room Rules.

SECTION B: GENERAL DEVELOPMENT TEAM RULES

4. GENERAL

4.1 These rules apply to all of the activities undertaken by Fujitsu Services for Post Office involving the creation or use of IPR.

4.2 General Development Team shall not use, copy or adapt (from any other programming language) or reverse engineer any third party proprietary software or software tool (and its related documentation) unless they have first satisfied themselves that:

4.2.1 they know the origin of the same; and

4.2.2 Fujitsu Services is licensed or otherwise authorised to make use of such IPR in this way.

4.3 For the avoidance of doubt in respect of the General Development Team there shall be no separation physical or functional outside the Clean Room of ongoing maintenance and other work in respect of Horizon and the development of HNG-X.

5. INDIVIDUALS ENGAGED

5.1 Members of the General Development Team (other than the Clean Room Team) may have background knowledge of Horizon and access to Horizon code and Escher APIs.

5.2 All members of the General Development Team shall have been briefed appropriately on the General Development Team Rules and of the need to ensure that all contact with the Clean Room Team is through the Fujitsu Filter Team.

5.3 Adherence by the General Development Team to the General Development Team Rules shall be through normal supervision by Fujitsu Services line management.

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6. RECORDS

The General Development Team shall maintain such records as are required through its normal development procedures and good industry practice.

7. AUDIT AND COMPLIANCE

7.1 Fujitsu Services will implement appropriate controls to check compliance with the General Development Team Rules through its management organisation.

7.2 Compliance with the General Development Rules and the Clean Room Rules shall be subject to the standard Fujitsu Services' company quality audit procedure.

8. CHANGES TO THE GENERAL DEVELOPMENT TEAM RULES

Fujitsu Services shall retain the ability to control changes to the General Development Team Rules and to modify and update such General Development Team Rules provided any such changes are good industry practice.

SECTION C: CLEAN ROOM RULES

9. IDENTIFYING THE NEED FOR A CLEAN ROOM PROCESS

9.1 Fujitsu Services does not intend to unlawfully copy third party proprietary material included in the existing Horizon system or otherwise.

9.2 To ensure that this is not done inadvertently and to assist in proving that the development of HNG-X took place lawfully Fujitsu Services shall ensure that work or parts of work needed to create certain HNG-X elements are performed by Fujitsu Services under Clean Room Rules by a separate development team located in a Clean Room with inputs and outputs suitably monitored and recorded.

9.3 In order to avoid any infringement or risk of infringement the following elements of the project need to be created in the separate environment to which these Clean Room Rules shall apply:

A. Work to create UI Clean Room Outputs

- UI Construct Catalogue to create new constructs defined by UI Clean Room Team;
- UI Prototypes for use in Usability Trials;
- HNG-X Style Guide being the final formal documentation of UI Clean Room Outputs; and

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B. Work to create CSRDE Clean Room Outputs

- Carrier Services technical data model, including schema, to meet the Postal Services Requirements;
- CSRDT;
- the design of the user interface for using the CSRDT; and
- the design and prototype of the code to access the CSRDE from the Postal Services Functional Requirements.

9.4 The Parties will jointly keep under review through the governance arrangements set out in Schedule A2 and the Change Control Procedure and Work Ordering Procedure the risks of infringement of any other aspects or third party rights and the action required including the creation of Clean Room conditions for such additional elements.

10. CLEAN ROOM TEAM

10.1 Fujitsu Services shall make arrangements for the creation at a location physically separated from its main development team of a group (initially eight to ten people) who will be responsible for creating the UI and CSRDE Clean Room Outputs.

10.2 Fujitsu Services shall ensure that the development personnel in the Clean Room Team are selected by Fujitsu Services so as to avoid the use of individuals with prior knowledge of any relevant third party materials and software. For the HNG–X UI Clean Room process Fujitsu Services shall select only those personnel who have not had significant experience of, or any access to the source materials of, the existing Horizon UI. For the CSRDE Clean Room process, Fujitsu Services shall select only those personnel who have not had significant experience of, or any access to the source materials of, the existing Escher Mails data editor. Members of the Clean Room Team shall be requested to confirm that they have not had such experience or access.

10.3 After their selection, Fujitsu Services shall ensure that the Clean Room Team shall not have any access to any relevant third party materials and software used in the Horizon system. For the HNG–X UI Clean Room process, Fujitsu Services shall ensure that the relevant personnel shall continue not to have access to the source materials of the existing Horizon UI. For the CSRDE Clean Room process, Fujitsu Services shall ensure that the relevant personnel shall continue not to have access to the existing Escher Mails data editor.

10.4 Fujitsu Services shall ensure that members of the Clean Room Team do not have knowledge of or access to any relevant Escher materials and software (including the source materials) and that they do not attempt to obtain such knowledge or access.

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10.5 Fujitsu Services shall restrict access by Clean Room Team to personnel outside of the Clean Room whether in General Development Team or elsewhere that might have such knowledge or materials so that the isolation of the Clean Room Team does not become ineffective.

10.6 Fujitsu Services shall make and keep suitable records of the input of information software and materials to the Clean Room.

10.7 Each member of the Clean Room Team shall be responsible for keeping suitable personal records of their Clean Room activity.

11. FUJITSU FILTER TEAM

11.1 Communication with the Clean Room Team shall be via a nominated set of individuals (the "Fujitsu Filter Team") external to the Clean Room Team who shall be responsible for recording and vetting of inputs to the Clean Room Team.

11.2 All communication between the Clean Room Team and either Post Office or the remainder of the HNG-X development team shall be controlled by a Fujitsu Filter Team. The responsibility of the Fujitsu Filter Team is to ensure that the terms of reference for the Clean Room Team are not inadvertently compromised by the inputs to it.

11.3 The Fujitsu Filter Team consists of a senior technical manager appointed by the Fujitsu Services' HNG-X Programme Manager along with one or more assistants. The Fujitsu Filter Team is part of the HNG-X project team outside the Clean Room Team, and is responsible for the following:

11.3.1 Production of the Terms of Reference for the UI and Postal Services (CSRDE) Clean Room Teams, including synopsis / contents list for the UI Style Guide, Counter Architecture and Interfaces;

11.3.2 Identification of individual Process Steps from the sample Post Office Business Use Cases for prototyping of UI scenarios and CSRDE specific Process Steps;

11.3.3 Recording and review of other Post Office and Fujitsu Services' inputs to the Clean Rooms;

11.3.4 Communicating any Fujitsu Services feedback to the Clean Room Team and ensuring any feed back provided to the Clean Room Team relates only to the above referenced inputs to the Clean Room and not to replication of existing systems;

11.4 The Fujitsu Filter Team shall also raise any issues of concern, or refer any such issues raised by the Clean Room Team to Fujitsu Services' legal advisers.

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11.5 All feedback correspondence originating from Fujitsu Services or Post Office should include an identifier which clearly identifies the correspondence as containing feedback intending to lead to a change in the outputs of the Clean Room Team.

11.6 Fujitsu Services shall from time to time inform Post Office of the members of the Fujitsu Filter Team and shall promptly upon each change to the Fujitsu Filter Team personnel inform Post Office of that change.

SECTION D: RELATED POST OFFICE OBLIGATIONS

12.1 Post Office shall prepare its HNG-X Requirements in a format that where reasonably possible avoids dictating a specific solution or design which in the reasonable opinion of Post Office might infringe third party IPR.

12.2 Post Office shall as soon as reasonably practicable respond to reasonable requests for information from Fujitsu Services aimed at establishing the bona fides of any source of its HNG-X Requirement.

12.3 Post Office shall ensure that all its inputs for the Clean Room Team are submitted via the Fujitsu Filter Team.

12.4 Post Office shall (at Fujitsu Services' cost) take all steps reasonably requested by Fujitsu Services to assist Fujitsu Services in establishing and operating its General Development Team Rules or Clean Room Rules but only to the extent such steps relate to the actions of Post Office's employees, agents or contractors under this Agreement.

12.5 Post Office shall as soon as reasonably practicable notify Fujitsu Services of any matters which come to its attention that might reasonably result in a breach by Fujitsu Services of the General Development Team Rules or Clean Room Rules.

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SCHEDULE B6.3

HNG-X ACCEPTANCE PROCESS

Version History

Version No.	Date	Reason for Issue
1.0	31/08/06	Agreed version as at date of signature of CCN1200
1.1	26/09/06	Minor corrections
2.0	25/01/07	Baseline copy of 1.1
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	24/12/09	Applying changes as per CCN 1268
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Updating as per CCN1648b and moving all Schedules to v14.0

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SCHEDULE B6.3

HNG-X ACCEPTANCE PROCESS

1. INTRODUCTION

1.1 The purpose of this Schedule is to describe a clear, agreed process that enables objective confirmation (or otherwise) of the fulfilment of Fujitsu Services' delivery obligations in respect of Project HNG-X and certain of the Associated Change Activities.

1.2 The process includes a mechanism for managing any and all rectification activities identified in order to complete the fulfilment of any HNG-X Acceptance Criteria that have not been met.

2. DEFINITIONS

2.1 Acceptance

2.1.1 The HNG-X Acceptance Process will enable Post Office and Fujitsu Services to provide:

2.1.1.1 confirmation that the deliverables are fit to proceed to the next stage in the HNG-X Acceptance Process; and

2.1.1.2 confirmation that Fujitsu Services has met the HNG-X Requirements, and any related contractual obligations, in an agreed manner.

2.1.2 HNG-X Initial Acceptance will be achieved on progressing through HNG-X Acceptance Gateway 4.

2.1.3 HNG-X Final Acceptance will be achieved once all HNG-X Acceptance Gateways have been passed through.

2.2 HNG-X Acceptance Process Stages

2.2.1 A series of HNG-X Acceptance Gateways exists for the HNG-X Acceptance Process. The HNG-X Acceptance Gateways are each numbered but such numbering does not imply that the HNG-X Acceptance Gateways must be achieved in strict sequential order. The series of numbered HNG-X Acceptance Gateways for HNG-X is stated below, with the corresponding "Z#" point stated alongside:

2.2.1.1 HNG-X Acceptance Gateway 1 - Readiness for Router Roll Out (Acceptance Point Z1);

2.2.1.2 HNG-X Acceptance Gateway 2 - Readiness for Data Centre Migration;

2.2.1.3 HNG-X Acceptance Gateway 3 – Readiness for Live Pilot (Acceptance Point Z2);

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2.2.1.4 HNG-X Acceptance Gateway 4 – Readiness for Branch Migration (Acceptance Point Z3);

2.2.1.5 HNG-X Acceptance Gateway 5 is not used.

2.2.1.6 HNG-X Acceptance Gateway 6 – End of Live Monitoring.

2.2.2 HNG-X Acceptance Gateways 1 and 2 must both be passed through as pre-requisites for passing through HNG-X Acceptance Gateway 3. HNG-X Acceptance Gateways 1 and 2 may be passed through in any order (the actual order to be agreed and documented in the HNG-X Programme Plan).

2.2.3 Not Used.

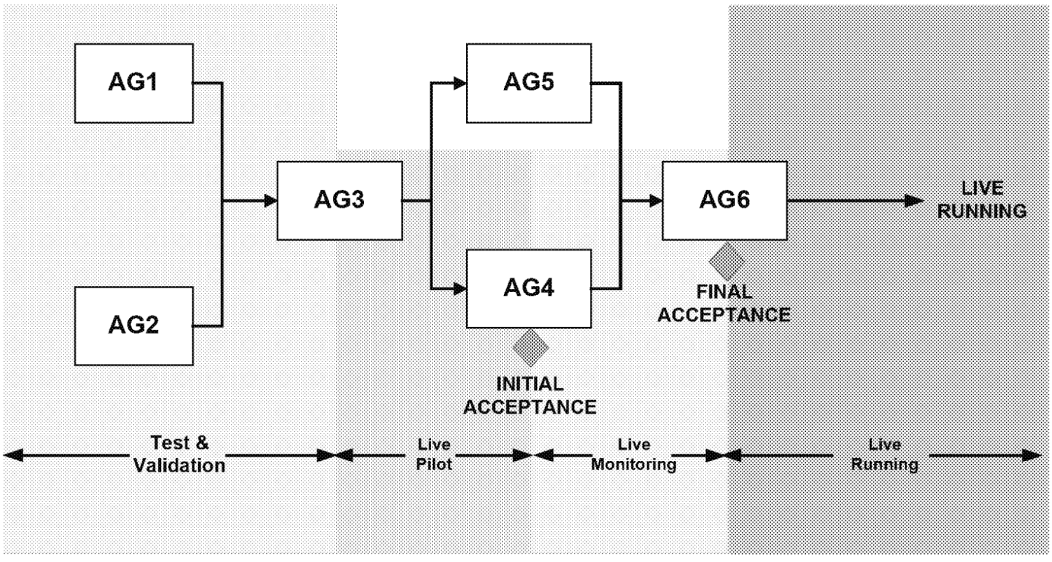
2.2.4 A series of HNG-X Acceptance Process Stages exist, delineated by specific HNG-X Acceptance Gateways as follows:

2.2.4.1 HNG-X Acceptance Process Stage "Test and Validation" is from delivery of the agreed HNG-X Acceptance Plan to HNG-X Acceptance Gateway 3;

2.2.4.2 HNG-X Acceptance Process Stage "Live Pilot" is from HNG-X Acceptance Gateway 3 to HNG-X Acceptance Gateway 4; and

2.2.4.3 HNG-X Acceptance Process Stage "Live Monitoring" is from HNG-X Acceptance Gateway 4 to HNG-X Acceptance Gateway 6.

2.2.5 The HNG-X Acceptance Gateways and the HNG-X Acceptance Process Stages can be represented diagrammatically as follows (HNG-X Acceptance Gateways depicted as "AG"):



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2.2.6 The HNG-X Acceptance Plan documents, inter alia, all the HNG-X Acceptance Criteria and when they need to be achieved by. The HNG-X Acceptance Process from AG4 to HNG-X Final Acceptance will be managed for Fujitsu Services by its Post Office Account Service Management team.

2.2.7 'The Fujitsu Services' Post Office Account Service Management team will support the Fujitsu Services Acceptance Manager throughout the Live Pilot stage by managing the provision of acceptance evidence in support of those HNG-X Acceptance Criteria with the Acceptance Method of HNG-X Monitoring.

2.3 HNG-X Acceptance Criterion

2.3.1 An HNG-X Acceptance Criterion is a clear, objective and unambiguous statement against which fulfilment (with supporting evidence) of an HNG-X Requirement using an HNG-X Acceptance Method can be determined. There will be one HNG-X Acceptance Criterion against each instance of an allocated HNG-X Acceptance Method. There may be HNG-X Requirements that are, in themselves, measurable and unambiguous. In such cases, the HNG-X Acceptance Criterion may be marked 'as per the HNG-X Requirement'. Where the HNG-X Requirement is expressed as a Use Case, the HNG-X Acceptance Criterion will be the fulfilment of the Use Case pre-conditions and post-conditions or, subject to agreement between the HNG-X Acceptance Managers, the HNG-X High Level Test Plans as detailed in the Test Automation Toolset and associated with the relevant HNG-X Requirement, except where explicitly stated.

2.3.2 HNG-X Acceptance Criteria will be documented by Post Office in DOORS and extracted by Post Office into the HNG-X Requirements Catalogue at appropriate points during Project HNG-X, including at the date of signature of CCN1200 and at the end of the Requirements Stage.

2.3.3 Fujitsu Services is responsible for producing, within the timescale agreed between the Parties, evidence to demonstrate that the relevant HNG-X Acceptance Criterion has been met.

2.3.4 Further details of the presentation and status of HNG-X Acceptance Criteria are set out in the table below:

HNG-X ACCEPTANCE CRITERIA FOR:		
Functional Requirements (general)		
Development approach for HNG-X Acceptance	Functional Requirements will be specified through Use Cases.	

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Criteria	Use Cases in themselves will not have HNG-X Acceptance Methods and HNG-X Acceptance Criteria as they are at a different level of specification and form the starting point for test scripts. However, Use Cases will each contain pre-conditions, minimal guarantees and success guarantees, i.e. what is required to be true before the Use Case is activated and what is expected after the Use Case has been activated for both the main flow and any variant paths. Acceptance of each Use Case will therefore be fulfilled when all paths have been exercised, and the pre-conditions, minimal guarantees and success guarantees or, subject to agreement between the HNG-X Acceptance Managers, the tests associated with the relevant HNG-X High Level Test Plan, have been met. At the end of the Requirements Stage these will be described within DOORS, and a version-controlled extract will be provided by Post Office in the HNG-X Requirements Catalogue, version 1. Further version-controlled extracts shall be provided by Post Office following any amendments to, or re-issuing of, HNG-X Requirements in accordance with Schedule B6.1.	
Position at the date of signature of CCN1200	HNG-X Acceptance Criteria not available.	
Functional Requirements (Retained Functionality)		
Development approach for HNG-X Acceptance Criteria	Certain Functional Requirements will be expressed as Retained Functionality Use Cases which are agreed not to require main, variant and exception paths. They will contain, as a minimum, a goal and a description and in some cases more detail relating to Business Rules and usage. Acceptance of these Retained Functionality Use Cases will, as a minimum, be via the HNG-X Acceptance Methods of HNG-X Solution Test and/or HNG-X Release Validation and will require traditional narrative HNG-X Acceptance Criterion statements or, subject to agreement between the HNG-X Acceptance Managers, HNG-X High Level Test Plans to be jointly developed by Post Office and Fujitsu Services which shall reference existing Horizon test materials where relevant. Development of HNG-X Acceptance Methods and HNG-X Acceptance Criteria will not be complete for Retained	

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	Functionality Use Cases by the end of the Requirements Stage. These will be agreed by the joint test teams following the end of the Requirements Stage and, following such agreement, will be included in any subsequent versions of the Requirements Baseline issued by Post Office to Fujitsu Services.	
Position at the date of signature of CCN1200	HNG-X Acceptance Criteria not available.	
Functional Requirements (Postal Services)		
Development approach for HNG-X Acceptance Criteria	The approach to acceptance for Postal Services will be as described for Functional Requirements (general) except where HNG-X Requirements are provided in narrative form and have narrative HNG-X Acceptance Criteria.	
Position at the date of signature of CCN1200	The scope of Postal Services and the materials to be provided at contract will be described in the CCD entitled "Postal Services Business and Operational Context" (REQ/CUS/BRS/0001).	
Training Requirements		
Development approach for HNG-X Acceptance Criteria	High level pre-contract HNG-X Acceptance Methods and HNG-X Acceptance Criteria (in narrative form) to support high level training requirements have been created. These will be further developed after the date of signature of CCN1200. The position at the end of the Requirements Stage will be that updated HNG-X Acceptance Criteria and HNG-X Acceptance Methods will be provided by Post Office within DOORS. A version-controlled extract will be provided by Post Office in the HNG-X Requirements Catalogue, version 1. Further version-controlled extracts shall be provided by Post Office following any amendments to, or re-issuing of, HNG-X Requirements in accordance with Schedule B6.1.	
Position at the date of signature of CCN1200	HNG-X Acceptance Methods and HNG-X Acceptance Criteria will be provided by Post Office within the HNG-X Requirements Catalogue Draft at Contract. The HNG-X Requirements Catalogue Draft at Contract will identify which of these HNG-X Acceptance Methods and HNG-X Acceptance Criteria have and have not been agreed between the Parties at the date of signature of	

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	CCN1200. Any such HNG-X Acceptance Methods and HNG-X Acceptance Criteria not so agreed will be documented as areas for agreement and detailed work after the date of signature of CCN1200.	
The User Interface		
Development approach for HNG-X Acceptance Criteria	The functionality required to be supported by the HNG-X User Interface will be derived from the Functional Requirements generated through the Requirements Definition Process. No HNG-X Acceptance Criteria or HNG-X Acceptance Methods are required to additionally and specifically accept these HNG-X Requirements in terms of their presence within the HNG-X User Interface as this is a fundamental pre-requisite to testing for acceptance of the Functional Requirement. Non-functional HNG-X Requirements for the HNG-X User Interface will be created in the traditional narrative style and will include HNG-X Acceptance Criteria and HNG-X Acceptance Methods. A high level view of the acceptance events which relate to these HNG-X Requirements are described in the CCD entitled "Establishing and Assuring the HNG-X User Interface" (REQ/GEN/PRD/0001).	
Position at the date of signature of CCN1200	HNG-X Acceptance Criteria not available and not required.	
System Capacity and Performance; Migration and Implementation; Operational and Support Services; Design and Architecture; Security; Development; and Testing Requirements		
Development approach for HNG-X Acceptance Criteria	HNG-X Acceptance Methods and HNG-X Acceptance Criteria are being created for all HNG-X Requirements. The position at the end of the Requirements Stage will be that updated HNG-X Acceptance Criteria and HNG-X Acceptance Methods will be provided by Post Office within DOORS. A version-controlled extract will be provided by Post Office in the HNG-X Requirements Catalogue, version 1. Further version-controlled extracts shall be provided by Post Office following any amendments to, or re-issuing of, HNG-X Requirements in accordance with Schedule B6.1.	
Position at the date of signature of CCN1200	HNG-X Acceptance Methods and HNG-X Acceptance Criteria will be provided by Post Office within the HNG-X Requirements Catalogue Draft at Contract. These HNG-X Acceptance Methods and HNG-X Acceptance Criteria	

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	will not have been agreed between the Parties at the date of signature of CCN1200 and will be areas for agreement and detailed work after that date.	

2.4 HNG-X Acceptance Methods

2.4.1 HNG-X Acceptance Methods are an agreed set of pre-defined techniques by which HNG-X Requirements can be objectively measured as fulfilled or not, each against one or more agreed HNG-X Acceptance Criteria. HNG-X Acceptance Methods are described in more detail at Annex C to this Schedule.

2.4.2 In general, an HNG-X Requirement will be allocated one or more HNG-X Acceptance Methods. The objectives in allocating HNG-X Acceptance Method(s) to HNG-X Requirements are to progress toward overall HNG-X Final Acceptance as efficiently as possible, but subject to also being able to identify and resolve defects (non-compliances) as early as possible in the HNG-X Acceptance Process, to reduce overall development costs and risks.

2.4.3 In summary, the relationships are:

2.4.3.1 each HNG-X Requirement will have one or more HNG-X Acceptance Methods; and

2.4.3.2 each HNG-X Acceptance Method for an HNG-X Requirement will have one HNG-X Acceptance Criterion.

2.4.4 The agreed HNG-X Acceptance Method(s) allocated against each HNG-X Requirement will be documented by Post Office in DOORS and extracted by Post Office into the HNG-X Requirements Catalogue.

2.5 HNG-X Acceptance Tracking

2.5.1 HNG-X Acceptance Tracking will be achieved through the production of a single HNG-X Acceptance Tracking report that will be initially derived from the HNG-X Requirements. During the HNG-X Acceptance Process, the Acceptance status of the HNG-X Requirements will be recorded in the Test Automation Toolset and will be incrementally updated with the outcomes of the various activities that form part of the HNG-X Acceptance Process.

2.5.2 The acceptance status of the HNG-X Requirements will be maintained by Post Office and shared with Fujitsu Services.

2.6 HNG-X High Level Test Plans

HNG-X High Level Test Plans (HNG-X HLTPs) identify those functions and conditions that are mapped against the HNG-X Acceptance Criteria and that are required to

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support the HNG-X Acceptance Process. HNG-X HLTPs will be produced by Post Office or Fujitsu Services in accordance with HNG-X Programme Plan and are subject to joint review.

2.7 HNG-X Acceptance Incident

An HNG-X Acceptance Incident is raised when the HNG-X Acceptance Method fails to prove that an HNG-X Acceptance Criterion has been met. HNG-X Acceptance Incidents are classified according to Annex A to this Schedule.

2.8 HNG-X Minor Concession

Where the evidence fails to prove that an HNG-X Acceptance Criterion has been met, Fujitsu Services may request Post Office to grant an HNG-X Minor Concession on the basis that the failure of compliance or the deviation from the stated HNG-X Requirement presents no adverse impact to Post Office. In all such cases a defect shall be raised and if Post Office agrees to grant an HNG-X Minor Concession, details of the failure of compliance or the deviation from the stated HNG-X Requirements shall be recorded by Post Office and linked to the relevant HNG-X Requirement. Confirmation that all such details have been recorded by Post Office shall allow the defect to be closed and the HNG-X Requirements shall be deemed to have been satisfied providing that there are no additional test(s) associated with the HNG-X Requirement that have either not been run or failed for a different reason.

Should Post Office refuse to grant an HNG-X Minor Concession, the failure of compliance or deviation from the stated HNG-X Requirement shall be rectified through a defect management process agreed by the HNG-X Acceptance Board.

Following the granting of an HNG-X Minor Concession, should Post Office identify any unexpected consequences that have arisen as a direct result of an HNG-X Minor Concession then they shall be treated as an incident, and a date for resolution and rectification measures agreed through the HNG-X Acceptance Board, but will not be classified as an HNG-X Acceptance incident for acceptance purposes. This shall apply up until HNG-X Final Acceptance after which no further Incidents arising from any HNG-X Minor Concessions shall be raised.

The Post Office shall maintain a register of all HNG-X Minor Concessions and shall periodically share with Fujitsu Services details of all HNG-X Minor Concessions that have been granted.

2.9 HNG-X Acceptance Incident Collection

An HNG-X Acceptance Incident Collection is a facility in PEAK whereby fault reports deemed to be HNG-X Acceptance Incidents will be grouped for management and reporting purposes.

2.10 HNG-X Acceptance Dispute

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For the purposes of the HNG-X Acceptance Process, an ' HNG-X Acceptance Dispute' is defined in paragraph 7.1. An HNG-X Acceptance Dispute is not a Dispute in the broader context of the overall Agreement between Post Office and Fujitsu Services.

2.11 HNG-X Acceptance Plan

The HNG-X Acceptance Plan will define which HNG-X Acceptance Criteria will be assessed during which HNG-X Acceptance Process Stage. This plan will be produced by the Post Office HNG-X Acceptance Manager and agreed by the Fujitsu Services' HNG-X Acceptance Manager, such agreement not to be unreasonably withheld.

3. HNG-X ACCEPTANCE PROCESS

3.1 Roles and Responsibilities

3.1.1 HNG-X Acceptance Manager

The primary responsibility for managing the HNG-X Acceptance Process rests with the HNG-X Acceptance Managers. This may be a specified individual or, more likely, a role adopted by the respective HNG-X Programme Managers.

3.1.2 HNG-X Acceptance Board

An HNG-X Acceptance Board will be nominated and the primary function of this board shall be to assess and agree the acceptance status of the HNG-X Acceptance Criteria associated with the relevant HNG-X Acceptance Gateway. The Fujitsu and Post Office HNG-X Acceptance Managers shall prepare material for assessment by the HNG-X Acceptance Board from which the HNG-X Acceptance Board shall provide a recommendation to the 'Joint Release Authorisation Board' concerning progression through the relevant HNG-X Acceptance Gateway.

The HNG-X Acceptance Board shall be constituted, deal with matters and meet at intervals as set out in Schedule A2.

3.1.3 HNG-X Acceptance Dispute Board

An HNG-X Acceptance Dispute Board will be nominated and the primary function of this board shall be to settle any HNG-X Acceptance Disputes that cannot be resolved by the HNG-X Acceptance Managers. The HNG-X Acceptance Dispute Board shall be constituted, deal with the matters and meet at the intervals as set out in Schedule A2.

3.2 Changes to the Agreement

3.2.1 After the end of the HNG-X Requirements Baselining Process and prior to HNG-X Final Acceptance, where either Party requests a change to any provision of this Agreement relating to HNG-X Requirements or the HNG-X solution, the Change Control Procedure will be followed and both Fujitsu Services and Post

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Office will review the HNG-X Acceptance Criteria to determine whether any changes are required. Such changes may include:

3.2.1.1 deletion of HNG-X Acceptance Criteria that were derived from deleted provisions;

3.2.1.2 addition of new HNG-X Acceptance Criteria relating to new or extended provisions; and/or

3.2.1.3 modification of HNG-X Acceptance Criteria relating to changed provisions.

3.2.2 If changes are made to tests that are already in progress or have been completed then, unless both Parties agree otherwise, or the results of those changed tests can be derived from the results of tests already carried out, those tests shall be repeated.

3.2.3 Within 60 days of Final Acceptance, Fujitsu Services shall present to Post Office a CCN to incorporate all Minor Concessions continuing to have an impact after Final Acceptance into the relevant requirements. This shall allow a clear requirements baseline for the HNG-X Release.

4. PROGRESSING THROUGH THE HNG-X ACCEPTANCE PROCESS

4.1 Paragraph 2.2.4 identifies the three key stages during which the HNG-X Acceptance Process takes place, namely Test and Validation, Live Pilot and Live Monitoring. Progression from one stage to the next is controlled by an HNG-X Acceptance Gateway that has to be passed through.

4.2 HNG-X Acceptance Gateways have parameters associated with them that are configured to meet the specific arrangements agreed between Post Office and Fujitsu Services. The parameters are:

4.2.1 as detailed in paragraph 4.6;

4.2.2 the number and status of HNG-X High Severity Acceptance Incidents;

4.2.3 the number and status of HNG-X Medium Severity Acceptance Incidents; and

4.2.4 the number and status of HNG-X Low Severity Acceptance Incidents.

4.3 The three key HNG-X Acceptance Gateways controlling progression through the HNG-X Acceptance Process Stages are HNG-X Acceptance Gateways 3, 4 and 6 respectively as described in paragraph 4.5.

4.4 [NOT USED]

4.5 Achieving HNG-X Stage Progression and Progression through an HNG-X Acceptance Gateway

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4.5.1 From Test and Validation to Live Pilot (HNG-X Acceptance Gateway 3)

4.5.1.1 Progression through HNG-X Acceptance Gateway 3 shall occur once all of the following have been satisfied:

(a) subject to paragraph 4.6, all the HNG-X Acceptance Criteria allocated in the HNG-X Acceptance Plan to Test and Validation have been achieved;

(b) activities leading to HNG-X Acceptance Gateway 1 (named "Readiness for Router Roll–Out (Z1)" and HNG-X Acceptance Gateway 2 (named "Readiness for Data Centre Migration") must be completed and these two HNG-X Acceptance Gateways passed through in accordance with paragraph 4.5.4.2 as pre-requisites to achieve HNG-X Acceptance Gateway 3. Failure to progress through HNG-X Acceptance Gateway 1 and HNG-X Acceptance Gateway 2 will not prohibit any other programme activities from continuing prior to HNG-X Acceptance Gateway 3;

(c) there are no outstanding HNG-X High Severity Acceptance Incidents;

(d) the number of outstanding HNG-X Medium Severity Acceptance Incidents is five or fewer and an agreed workaround exists for each of them; and

(e) there is an agreed workaround for all outstanding HNG-X Low Severity Acceptance Incidents except for those which the Parties agree do not require a workaround.

4.5.1.2 Notwithstanding progression through HNG-X Acceptance Gateway 3 in accordance with paragraph 4.5.1.1, Live Pilot shall not commence until confirmation that it may do so is given in writing to Fujitsu Services by the Post Office Release Authorisation Board.

4.5.2 Achieving HNG-X Initial Acceptance - From Live Pilot to Live Monitoring (HNG-X Acceptance Gateway 4)

4.5.2.1 Achievement of HNG-X Initial Acceptance shall occur on progression from Live Pilot to Live Monitoring once all of the following have been satisfied:

(a) subject to paragraph 4.6, all HNG-X Acceptance Criteria allocated in the HNG-X Acceptance Plan to Live Pilot have been achieved;

(b) there are no outstanding HNG-X High Severity Acceptance Incidents;

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(c) the number of outstanding HNG-X Medium Severity Acceptance Incidents is five or fewer;

(d) each HNG-X Medium Severity Acceptance Incident has an agreed workaround and, subject to paragraph 6.4.2, an agreed HNG-X Rectification Plan; and

(e) each HNG-X Low Severity Acceptance Incident has, subject to paragraph 6.4.4, a target timescale for rectification and has an agreed workaround except those for which the Parties agree that such a workaround is not required.

4.5.2.2 Notwithstanding achievement of HNG-X Initial Acceptance in accordance with paragraph 4.5.2.1, Live Monitoring shall not commence until confirmation that it may do so is given in writing to Fujitsu Services by the Post Office Release Authorisation Board.

4.5.3 Achieving HNG-X Final Acceptance (HNG-X Acceptance Gateway 6)

4.5.3.1 HNG-X Final Acceptance shall occur once all of the following have been satisfied:

(a) the earliest planned date as specified in the HNG-X Programme Plan for completion of Live Monitoring has occurred;

(b) subject to paragraph 4.6, all HNG-X Acceptance Criteria allocated to Live Monitoring as set out in the HNG-X Acceptance Plan have been achieved;

(c) there are no outstanding HNG-X High Severity Acceptance Incidents;

(d) the number of outstanding HNG-X Medium Severity Acceptance Incidents arising from HNG-X Acceptance Criteria scheduled to be achieved during Live Monitoring is two or fewer. For the avoidance of doubt, this means that the total number of HNG-X Medium Severity Acceptance Incidents at this HNG-X Acceptance Gateway (including those outstanding from previous HNG-X Acceptance Gateways) could be seven. However, this total of seven would be reduced if any of the original HNG-X Medium Severity Acceptance Incidents have been closed in accordance with their agreed HNG-X Rectification Plans;

(e) each HNG-X Medium Severity Acceptance Incident has an agreed workaround and, subject to paragraph 6.4.2, an agreed HNG-X Rectification Plan; and

(f) each HNG-X Low Severity Acceptance Incident has, subject to paragraph 6.4.4, a target timescale for rectification and has an

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agreed workaround except those for which the Parties agree such a workaround is not required.

4.5.4 Progressing through HNG-X Acceptance Gateways 1 and 2

4.5.4.1 Not Used.

4.5.4.2 Progression through HNG-X Acceptance Gateways 1 and 2 occur once all of the following have been satisfied for the HNG-X Acceptance Criteria allocated to achieving progression through the respective HNG-X Acceptance Gateway:

(a) subject to paragraph 4.6, all such HNG-X Acceptance Criteria have been achieved;

(b) there are no outstanding HNG-X High Severity Acceptance Incidents;

(c) the number of outstanding HNG-X Medium Severity Acceptance Incidents, together with any related HNG-X Rectification Plans or agreed workarounds, are agreed between the Parties as being acceptable to progress through the HNG-X Acceptance Gateway; and

(d) the number of outstanding HNG-X Low Severity Acceptance Incidents, together with any related HNG-X Rectification Plans or agreed workarounds, are agreed between the Parties as being acceptable to progress through the HNG-X Acceptance Gateway.

4.6 Progressing to the Next Stage or through HNG-X Acceptance Gateways 1 and 2

4.6.1 If the Parties do not agree whether HNG-X Final Acceptance, HNG-X Stage Progression or progression through HNG-X Acceptance Gateways 1 and 2 has occurred, the matter will be resolved through the procedure described in paragraph 7 for resolving HNG-X Acceptance Disputes.

4.6.2 If, following investigation by Fujitsu Services, an HNG-X Acceptance Incident is found to have been caused solely by a fault or deficiency in anything other than those elements of HNG-X provided by Fujitsu Services, it shall not count towards the thresholds identified in paragraph 4.5.

4.6.3 HNG-X Acceptance Incidents that are agreed to result from the same failure or deficiency, or to affect the same operational process or business function, may be aggregated into a single HNG-X Acceptance Incident for the purposes of the thresholds identified in paragraph 4.5.

The aggregation of two or more HNG-X Acceptance Incidents into a single HNG-X Acceptance Incident shall be proposed by the Fujitsu HNG-X Acceptance Manager and agreed by the Post Office HNG-X Acceptance Manager, such agreement not to be unreasonably withheld.

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4.6.4 If, other than as a result of a Default of Fujitsu Services, it is impossible for a test to be carried out when scheduled in the HNG-X Acceptance Plan then that test becomes known as a "Deferred Test". Deferred Tests will be carried out as soon as reasonably practicable or at such later time as the Parties may agree (which shall be no later than six months after HNG-X Final Acceptance) provided that performance on that agreed date does not, other than as a result of a Default of Fujitsu Services, become impossible (in which event the Deferred Test shall be carried out as soon as reasonably practicable).

4.6.5 The non-occurrence of a Deferred Test at the time originally scheduled in the HNG-X Acceptance Plan will not prevent HNG-X Stage Progression, HNG-X Final Acceptance or progression through HNG-X Acceptance Gateways 1 and 2 each of which will be assessed on the basis of:

4.6.5.1 those tests scheduled to take place for that HNG-X Stage Progression, HNG-X Final Acceptance or progression through HNG-X Acceptance Gateways 1 and 2, as the case may be, which are not Deferred Tests; and

4.6.5.2 those Deferred Tests which were originally scheduled to take place as part of a previous HNG-X Stage Progression, HNG-X Final Acceptance or progression through HNG-X Acceptance Gateways 1 and 2 and which have been rescheduled in accordance with paragraph 4.6.4 to take place for that HNG-X Stage Progression, HNG-X Final Acceptance or progression through HNG-X Acceptance Gateways 1, 2 or 5.

4.6.6 If, when a Deferred Test is carried out after HNG-X Final Acceptance, it is not successfully completed, that failure shall not of itself constitute a Default under the Agreement or entitle Post Office to raise an HNG-X Acceptance Incident.

4.6.7 Where a test that was originally scheduled to be carried out by Fujitsu Services in the Solution Test Stage becomes a Deferred Test in accordance with paragraph 4.6.4, the failure of Fujitsu Services to carry out that Deferred Test in accordance with paragraph 4.6.4 shall constitute a Default under the Agreement.

4.6.8 Other than as set out in paragraph 4.6.6, nothing in paragraph 4.6 shall reduce or alter any obligations of Fujitsu Services under this Agreement.

5. HANDLING HNG-X ACCEPTANCE TESTING EVIDENCE

5.1 Evidence (including, without limitation, test results, test observations, data or other information) provided by Fujitsu Services for review in relation to fulfilment of HNG-X Acceptance Criteria ("HNG-X Acceptance Testing Evidence") shall by default be available to all Post Office employees and contractors unless such evidence is:

5.1.1 Confidential Information, in which case disclosure shall be governed by the provisions of Clause 61 of the Agreement; or

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5.1.2 considered to be or categorised as sensitive in accordance with paragraphs 5.2 or 5.3 of this Schedule, in which case disclosure will be governed by those provisions (as applicable).

5.2 HNG-X Acceptance Testing Evidence that can reasonably be considered to be particularly sensitive because access to such information could compromise the security of the HNG-X or other Post Office Services will be restricted to named employees or contractors of Post Office who will be nominated by Post Office to review it on Post Office's behalf. Access to the information will be in accordance with such reasonable conditions as may be imposed by Fujitsu Services.

5.3 Subject to paragraph 5.4, HNG-X Acceptance Testing Evidence categorised by Fujitsu Services (acting reasonably) as particularly commercially sensitive to Fujitsu Services will only be disclosed to named employees or contractors of Post Office (such named individuals to be approved by Fujitsu Services). Post Office will place such named employees and contractors under a duty to keep confidential and not disclose Fujitsu Services' commercially sensitive information to any other person or Party without Fujitsu Services' prior written consent (which consent shall not be unreasonably withheld or delayed).

5.4 Fujitsu Services will not be entitled to categorise any HNG-X Acceptance Testing Evidence as commercially sensitive where that evidence solely reflects a visible manifestation or result of the operation of the HNG-X System, as opposed to how the HNG-X System achieves that manifestation or result.

5.5 Sensitive information disclosed as HNG-X Acceptance Testing Evidence pursuant to paragraphs 5.3 or 5.4 may also be disclosed by Post Office or Fujitsu Services to the HNG-X Acceptance Board if such disclosure is necessary for the resolution of an HNG-X Acceptance Dispute.

5.6 At Post Office's request Fujitsu Services will supply supporting evidence for the completion of a test that can reasonably be regarded as necessary for Post Office to validate whether the HNG-X Acceptance Criteria for that test have been met.

6. MANAGING HNG-X ACCEPTANCE INCIDENTS

6.1 Raising HNG-X Acceptance Incidents

6.1.1 An HNG-X Acceptance Incident will be raised by Fujitsu Services when the HNG-X Acceptance Method used fails to prove that the HNG-X Acceptance Criterion has been met. In addition, Fujitsu Services will report to Post Office any material undesirable occurrences, which are not HNG-X Acceptance Incidents, observed by it whilst conducting tests.

6.1.2 Post Office may raise an HNG-X Acceptance Incident whenever Post Office becomes aware of evidence that (a) any of the occurrences referred to in paragraph 6.1.1 have arisen (b) the HNG-X Acceptance Criteria are not being met or (c) the introduction of changes arising from Project HNG-X and/or the Associated Change Activities that are subject to the HNG-X Acceptance Process has resulted or might reasonably be expected to result in the existing

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Horizon Applications or the Horizon Service Infrastructure no longer functioning or being performed (as the case may be) in accordance with the provisions of the Agreement.

6.1.3 Where the HNG-X Requirements Catalogue or Annex 2 of Schedule B6.1 expressly states that the application will not permit specified functions or activities or cause certain specified behaviour, and those functions, activities or behaviour are observed to occur during testing of the application, then the observing Party will (in the case of Fujitsu Services) or may (in the case of Post Office) raise an HNG-X Acceptance Incident.

6.1.4 Following resolution of an HNG-X Acceptance Incident raised in accordance with paragraph 6.1.1, 6.1.2 or 6.1.3, a further HNG-X Acceptance Incident can be raised in accordance with paragraph 6.1.1 if the applicable functions, activities or behaviour are observed to occur again.

6.1.5 Each Party will raise an HNG-X Acceptance Incident as soon as reasonably practicable after becoming aware of such incident. However, HNG-X Acceptance Incidents may not be raised in respect of any HNG-X Acceptance Criteria before commencement of the testing or assessment of those HNG-X Acceptance Criteria in accordance with the HNG-X Acceptance Plan. Once HNG-X Final Acceptance has occurred no new HNG-X Acceptance Incidents may be raised. For the purposes of this paragraph a "new HNG-X Acceptance Incident" means an HNG-X Acceptance Incident that occurs after the HNG-X Final Acceptance Date or which occurs on or before that date, but is not reported to Fujitsu Services before the HNG-X Final Acceptance Date. Once HNG-X Initial Acceptance has occurred no additional HNG-X Acceptance Incidents will be classified as HNG-X Acceptance Incidents in respect of HNG-X Initial Acceptance.

6.1.6 An HNG-X Acceptance Incident manifests itself as one or more defects originating from either the Test Automation Toolset or PEAK. Such defects will be allocated to HNG-X Acceptance Incidents following review and agreement by the HNG-X Acceptance Managers from both Parties.

6.1.7 A PEAK fault report that is allocated to the HNG-X Acceptance Incident Collection can only be closed with the agreement of both HNG-X Acceptance Managers.

6.1.8 If a dispute arises whereby the HNG-X Acceptance Managers cannot agree as to the status of a defect associated with an HNG-X Acceptance Incident, the matter will be escalated according to the procedure described in paragraph 7 for resolving HNG-X Acceptance Disputes..

6.2 Analysing and Classifying HNG-X Acceptance Incidents

6.2.1 HNG-X Acceptance Incidents will be jointly analysed by Fujitsu Services and Post Office and a written report produced which will record:

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6.2.1.1 initially, the agreed (such agreement not to be unreasonably withheld by either Party) severity classification of the HNG-X Acceptance Incident as identified in Annex A to this Schedule; and subsequently

6.2.1.2 related rectification activities (if applicable); and

6.2.1.3 re-testing dates/periods (if applicable).

This information will be included in the test report issued at the time of completing the HNG-X Acceptance Process Stage during which the HNG-X Acceptance Incident was raised.

6.2.2 For the purpose of paragraph 6.2.1, an HNG-X Acceptance Incident will be regarded as having been caused by the introduction of changes arising from Project HNG-X and/or the Associated Change Activities that are subject to the HNG-X Acceptance Process:

6.2.2.1 if that incident is identified during any of the HNG-X Acceptance Process Stages; and

6.2.2.2 where the behaviour of Horizon giving rise to that incident (i) has not been previously observed, or (ii) had been previously observed in relation to the Horizon Service Infrastructure or the Horizon Application but such behaviour had been resolved prior to commencement of testing of HNG-X,

unless following investigation by Fujitsu Services, that incident is found to be unrelated to the introduction of changes arising from Project HNG-X and/or the Associated Change Activities that are subject to the HNG-X Acceptance Process and Fujitsu Services has provided Post Office with reasonable evidence to demonstrate this.

6.2.3 Where an HNG-X Acceptance Incident can be attributed to faults in HNG-X, the severity of that incident (for the purposes of HNG-X Final Acceptance and HNG-X Initial Acceptance) shall be classified with reference to the fault in HNG-X alone.

6.2.4 Either Party may request that the severity of an HNG-X Acceptance Incident be re-classified in recognition of new evidence or if it is reasonably believed that the impact of the HNG-X Acceptance Incident should be re-assessed. Agreement to such requested re-classification shall not be unreasonably withheld by either Party.

6.3 Repeat Acceptance Activities

6.3.1 Any failed test may, prior to the end of the agreed Live Monitoring be repeated as many times as necessary in order for HNG-X Final Acceptance to be achieved. Dates for such repeat tests will be agreed by the joint test teams having regard to the overall HNG-X Programme Plan. Post Office will be responsible for making personnel available to observe repeat testing if required.

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Repeat tests will be proposed only when it is reasonably believed a different (i.e. improved) outcome would result.

6.3.2 In the case of repeated HNG-X Document Reviews, HNG-X Design Walkthroughs or HNG-X Monitoring, Post Office will be entitled to the same elapsed time for the repeated activity as was scheduled for the original failed activity. Repeat HNG-X Document Reviews or HNG-X Design Walkthroughs will be proposed only when it is reasonably believed a different (i.e. improved) outcome would result.

6.4 HNG-X Rectification Plan

6.4.1 For each HNG-X Medium Severity Acceptance Incident outstanding on the HNG-X Initial Acceptance Date or on the HNG-X Final Acceptance Date, Fujitsu Services will have prepared a written HNG-X Rectification Plan that includes:

6.4.1.1 a statement of the operational impact and any necessary temporary procedures to be adopted by Users;

6.4.1.2 a description of how rectification is to be achieved; and

6.4.1.3 a timetable for rectification.

Post Office shall not unreasonably withhold its agreement to any such HNG-X Rectification Plan and neither Party shall unreasonably withhold its agreement to any workaround referred to in this Schedule.

6.4.2 It is acknowledged by the Parties that exceptionally they may agree that such a HNG-X Rectification Plan is not required for each outstanding HNG-X Medium Severity Acceptance Incident.

6.4.3 For each HNG-X Low Severity Acceptance Incident outstanding on the HNG-X Initial Acceptance Date or on the HNG-X Final Acceptance Date, Fujitsu Services will identify a target timescale for rectification.

6.4.4 It is acknowledged by the Parties that they may agree that such a target timescale for rectification is not required for each outstanding HNG-X Low Severity Acceptance Incident.

7. HNG-X ACCEPTANCE DISPUTE PROCESS

7.1 General

If Post Office and Fujitsu Services do not agree on any matters relating to this Schedule including:

7.1.1 the form or content of the HNG-X tests as defined in the HNG-X HLTPs or in the Test Automation Toolset;

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7.1.2 changes to HNG-X Acceptance Criteria, HNG-X tests, or the HNG-X Acceptance Plan arising from changes to the provisions of the HNG-X Requirements Catalogue;

7.1.3 whether any tests, HNG-X Document Reviews, HNG-X Design Walkthroughs or HNG-X Monitoring should be repeated pursuant to paragraph 6.3 as a consequence of changes to the HNG-X tests;

7.1.4 results of HNG-X tests;

7.1.5 whether an event or occurrence is an HNG-X Acceptance Incident;

7.1.6 the aggregation into HNG-X Acceptance Incidents;

7.1.7 classification of severity of HNG-X Acceptance Incidents;

7.1.8 whether progression through an HNG-X Acceptance Gateway or from one HNG-X Acceptance Process Stage to another has occurred or should proceed;

7.1.9 whether an HNG-X Acceptance Incident has been caused by a deficiency or fault in a component of the HNG-X System (for which Fujitsu Services is responsible) or a deficiency or fault in other services, systems or data (including, without limitation, Reference Data) of Post Office or a third party (for which Post Office is responsible); or

7.1.10 adequacy of HNG-X Rectification Plans,

the Parties will refer such dispute (an "HNG-X Acceptance Dispute") to the HNG-X Acceptance Dispute Board for resolution.

7.2 HNG-X Acceptance Dispute Resolution

7.2.1 The HNG-X Acceptance Dispute Board is required to use all reasonable endeavours to reach an agreed resolution on any HNG-X Acceptance Dispute that is referred to it.

7.2.2 If the HNG-X Acceptance Dispute is resolved by the HNG-X Acceptance Dispute Board, the decision of the HNG-X Acceptance Dispute Board will be final and binding on the Parties.

7.2.3 In the event that an HNG-X Acceptance Dispute cannot be resolved by the HNG-X Acceptance Dispute Board it will be escalated for Executive Review and dealt with in accordance with the Dispute Resolution Procedure.

8. ASSOCIATED DOCUMENTS

8.1 The following CCDs are associated with this Schedule B6.3:

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	Document Reference	Document Title
1	REQ/CUS/BRS/0001	Postal Services Business and Operational Context
2	REQ/GEN/PRD/0001	Establishing and Assuring the HNG-X User Interface

8.2 There are no CRDs associated with this Schedule B6.3.

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ANNEX A : HNG-X ACCEPTANCE INCIDENT SEVERITY MATRIX

Severity	Description
High	The HNG-X Acceptance Incident was caused by the introduction of changes arising from Project HNG-X and/or the Associated Change Activities that are subject to the HNG-X Acceptance Process and results in a defect that would render a key element of one or more of the Business Capabilities and Support Facilities or a key element of the Infrastructure unfit for operational use, which could include: a) not allowing Post Office to undertake one or more Transaction types; b) not allowing Post Office to undertake one or more Transaction types using the required business inputs or generating the required business outcome; c) creating system performance issues which are in, or are likely to cause a, breach of Service Level Targets.
Medium	The HNG-X Acceptance Incident was caused by the introduction of changes arising from Project HNG-X and/or the Associated Change Activities that are subject to the HNG-X Acceptance Process and results in a defect that would not prevent operation of one or more of the Business Capabilities and Support Facilities or elements of the Infrastructure, but would cause problems in the operational use of one or more Transaction types.
Low	The HNG-X Acceptance Incident was caused by the introduction of changes arising from Project HNG-X and/or the Associated Change Activities that are subject to the HNG-X Acceptance Process and results in a defect that does not cause any adverse operational impact in the use of the Business Capabilities and Support Facilities or an element of the Infrastructure, or the HNG-X Acceptance Incident can be addressed by a Fujitsu Services workaround without any adverse operational impact for Post Office.
Non Incident	An incident raised by either Party which, following investigation is found: ➢ not to be a defect; ➢ not to have resulted from the introduction of changes arising from Project HNG-X and/or the Associated Change Activities that are subject to the HNG-X Acceptance Process; or ➢ not to fall within the high, medium or low categories set out in this column.

ANNEX B : HNG-X ACCEPTANCE BOARD

Refer to Schedule A2, Annex 1.

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ANNEX C : HNG-X ACCEPTANCE METHODS

Type	Description
HNG-X Document Review	HNG-X Acceptance Criteria that cannot be objectively verified by a test of HNG-X may be satisfied by Post Office undertaking a HNG-X Document Review. The outcome of any such review will be documented by Post Office in the HNG-X Acceptance Tracking Document. Fujitsu Services will supply a list of documents (and any specific references within such documents) for Post Office review, which may satisfy the agreed HNG-X Acceptance Criteria.
HNG-X Design Walkthrough	HNG-X Acceptance Criteria may be satisfied by Post Office participating in an HNG-X Design Walkthrough led by Fujitsu Services of the Fujitsu Services' design. The outcome of any such HNG-X Design Walkthrough will be documented by Post Office in the HNG-X Acceptance Tracking Document.
HNG-X Solution Test	Tests that are owned and managed by Fujitsu Services with significant collaborative support from Post Office, for the purpose of verifying that the Fujitsu Services' solution for the HNG-X System satisfies the relevant HNG-X Acceptance Criteria. The collaborative team will produce a joint test report presenting the results of the tests.
HNG-X Release Validation	Tests that are run and managed by Post Office with significant collaborative support from Fujitsu Services, for the purpose of verifying that the HNG-X Release satisfies the relevant HNG-X Acceptance Criteria. The combined team will produce a joint test report presenting the results of the tests and provide evidence on any areas of non conformance.
HNG-X Monitoring	Post Office shall specify any need beyond the level of support that Fujitsu Services are required to provide under normal operational practice (such as a report etc). Duration, nature and characteristics to be agreed in advance between Post Office and Fujitsu Services and will take place during Live Pilot or exceptionally during Live Monitoring. The total duration of HNG-X Monitoring and the obligations on Fujitsu Services to produce data/reports to support Post Office monitoring to be agreed between Post Office and Fujitsu Services (each acting reasonably and in good faith) for a particular HNG-X Requirement.
HNG-X Statement of Fact	Where the solution to an HNG-X Acceptance Criterion is self-evident and does not lend itself to formal proving.
HNG-X Statement of Obligation	Relates to HNG-X Acceptance Criterion that represents an ongoing contractual obligation for HNG-X.
Other	Used by exception, to be agreed between the Parties.

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SCHEDULE C1

SERVICE LEVEL PRINCIPLES AND REMEDIES

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections
2.0	25/01/07	Baseline copy of 1.1
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	31/03/10	Applying changes as per CCN1276a
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v8.1 in accordance with CCN1349
10.0	10/09/15	CCD reference update and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN 1610 and moving all schedules to V12.0
13.0		Updating as per CCN1617a and moving all Schedules to v13.0
14.0	20/12/2021	Applying changes as per CCN1672a, CCN1623b and moving all Schedules to v14.0

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SCHEDULE C1

SERVICE LEVEL PRINCIPLES AND REMEDIES

1. INTRODUCTION

1.1 This Schedule sets out the Service Level principles and remedies that apply.

1.2 This Schedule defines up to three thresholds in respect of each Service Level as follows:

1.2.1 the level of Service ("**Service Level Target**" or "**SLT**") required from Fujitsu Services by Post Office;

1.2.2 the level of Service which, if not achieved by Fujitsu Services, shall give rise to payment of liquidated damages by Fujitsu Services (the "**Liquidated Damage Threshold**" or "**LDT**"). Payment of liquidated damages notwithstanding, a failure of any LDT shall not (on its own) constitute a Default; and

1.2.3 the level of Service below the SLT and (if applicable) the LDT which if not achieved by Fujitsu Services shall give rise to payment by Fujitsu Services of Post Office's Additional Costs or liquidated damages as described (where relevant) in this Schedule and each relevant Service Description (the "**Additional Remedy Level**" or "**ARL**").

1.3 For the avoidance of doubt, the Parties agree that not all SLT failures shall give rise to payment of liquidated damages. The SLT failures that do not give rise to payment of liquidated damages are set out in each relevant Service Description.

2. GENERAL PRINCIPLES

2.1 The purpose of remedies (liquidated damages or any other additional remedy specified in a Service Description) is that Post Office shall not be disadvantaged by failures of Fujitsu Services to provide the HNG-X Services to the agreed specification and reliability.

2.2 For the avoidance of doubt, liquidated damages shall be based upon the applicable fixed amounts or rates stated in the relevant Service Descriptions.

2.3 The performance of the HNG-X Services (other than the BCSF Service) against the SLT, LDT and ARL applicable in respect of each Service Level shall be measured and reported and success or failure against each shall be judged over Service Level Measurement Periods defined for each HNG-X Service (other than the BCSF Service). Additionally, all levels of service shall be monitored on a weekly and monthly basis and any failure to meet a Service Level assessed over that month shall be reported to Post Office by means of the Service Review Book produced on a monthly basis detailing all Service Levels and the actual levels of service achieved during that month.

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2.4 In respect of any SLT that has a Service Level Measurement Period equivalent to a SLT Calendar Year or a Service Level Measurement Period that is otherwise defined with reference to a SLT Calendar Year, in the event that the remainder of the term of the Agreement after the last SLT Calendar Year of the term of the Agreement in relation to that SLT ("Final Period") is less than six (6) months then Fujitsu Services shall:

2.4.1 continue to measure and report performance against that SLT during the Final Period; and

2.5.2 not be obliged to take any remedial action should that SLT fail to be achieved at any time during the Final Period.

2.5 The values applicable to each SLT are set out in the relevant Service Description.

2.6 Subject to any provisions to the contrary in a Service Description in respect of a particular Service Level, where Service Levels are expressed in terms of performance required by a particular "Day":

2.6.1 "**Day A**" means the day of the specified triggering event (such as the date of a Transaction);

2.6.2 "**Day B**" means the day following Day A; and

2.6.3 "**Day C**" means the day following Day B and so on.

2.7 Liquidated Damages

2.7.1 Removed by CCN1623b.

2.7.2 Removed by CCN1623b

2.7.3 The aggregate limit on Fujitsu Services' liability referred to in Clause 44.4 shall apply.

2.8 If the Parties agree to suspend any of the Services in accordance with the CCD entitled "*Service Level Target & Liquidated Damages Exclusions*" (SVM/SDM/PRO/0006), Fujitsu Services shall, for the period of such suspension, be released from its obligation to comply with any Service Levels and/or LDTs to the extent they relate to the suspended Service(s), save where the suspension is due to Fujitsu Services Default.

2.9 Termination

2.9.1 For the purpose of Clause 47.2 of the Agreement, any breach of a Service Level Target for the Payment and Banking Service shall only be considered a material or persistent Default when the Service Points Threshold has been reached. The "Service Point Threshold" shall be the accumulation of twenty (20) or more Service Points in any three (3) Reporting Periods over a rolling six (6) month period.

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3. SERVICE LEVELS

3.1 Subject to paragraph 3.2, the relevant Service Description for the HNG-X Service will define the SLTs, LDTs and ARLs.

3.2 Save as provided in paragraph 6.1 of Schedule C1 the provisions of this Schedule C1 shall otherwise not apply to the Superstock Solution.

3.3 The Parties shall meet on an annual basis to review the SLTs for Payment and Banking Service for the preceding twelve (12) month period and may agree to adjust the SLTs in accordance with the Change Control Procedure in order to improve performance of the Payment and Banking Service.

4. SERVICE LEVEL RELIEF – VOLUMETRIC LIMITS

4.1 Where appropriate each Service Description sets out the limits for an HNG-X Service (the "**Volumetric Limits**") which if exceeded over a specified period (the "**Relevant Period**") will entitle Fujitsu Services to adjust the measurements of performance in respect of the Service Levels (SLTs and (if applicable) the LDTs and ARLs) affected by that excess (the "**Affected Service Levels**"). Such adjustment, where applicable, shall be made on the basis set out in the relevant Service Description.

5. SERVICE LEVEL/OBLIGATION RELIEF – BUSINESS VOLUMES CCD

5.1 The CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033) (the "**Business Volumes CCD**") defines various limits on numbers of Transactions or instances of Service as "**Contracted Volumes**" or "**Design Limits**" for Point of Sale Business Capability, In/Out Payment Business Capability, Cash and Stock Management Business Capability, Message Broadcast Service, Reference Data Management Service, Banking Business Capability, Payment Management Business Capability and on-line Transactions.

5.2 On each day that any of the Contracted Volumes referred to in the Business Volumes CCD is exceeded, the measures of Fujitsu Services' performance for the Service Levels (SLTs and (if applicable) the LDTs and ARLs) listed in the Business Volumes CCD shall be disregarded and replaced with an average measurement for that day (based upon actual performance measurements over the previous three calendar months, or otherwise as agreed by the Parties (acting reasonably)).

5.3 If the Contracted Volumes referred to in the Business Volumes CCD are exceeded, Post Office and Fujitsu Services shall jointly consider the reasons for such excess and whether it is temporary or is or is likely to be continuing. If such excess is or is likely to be continuing Fujitsu Services shall be entitled to make a reasonable and proportionate adjustment to the relevant Contracted Volume and/or the affected Service Levels or obligations specified in the Business Volumes CCD, such adjustment to be agreed with Post Office under the Change Control Procedure.

5.4 If any of the Design Limits specified in the Business Volumes CCD are exceeded then the measures of Fujitsu Services' performance for any Service Level or other service

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target involving data processing (requiring either automated or manual processing or both) shall be disregarded to the extent that Fujitsu Services can demonstrate to Post Office's satisfaction (Post Office acting reasonably) that failure to meet the Service Level and/or service target, as the case may be, occurred as a result of a Design Limit being exceeded. Fujitsu Services shall use reasonable endeavours to meet those Service Levels and/or service targets during the period when the measures of Fujitsu Services' performance are disregarded.

6. OTHER SERVICE LEVEL/OBLIGATION RELIEF

6.1 The Parties shall agree (such agreement not to be unreasonably withheld) appropriate relief from Service Levels if any new facilities or products introduced, by agreement, with less testing than would otherwise be required to safeguard Fujitsu Services' position.

6.2 For the periods in which any of the Business Capabilities and/or Support Facilities are suspended in accordance with paragraph 2.8 of the CCD entitled "Service Management Service: Service Description" (SVM/SDM/SD/0007), measurements of Fujitsu Services' performance in respect of all Service Levels detrimentally affected by such suspension (in respect of those Business Capabilities and/or Support Facilities) shall be disregarded and Fujitsu Services shall be released from those of its obligations in respect of those Business Capabilities and/or Support Facilities which it is unable to perform as a result of such suspension.

6.3 If Fujitsu Services fails to achieve any Service Level or service target (as the case may be) and can demonstrate to Post Office's reasonable satisfaction that such failure occurred as a result of a fault or problem within the QAS Software, such fault or problem requiring the Third Line Software Support Service or Application Support Service (Fourth Line) in order to be resolved, then the measures of Fujitsu Services' performance in respect of such Service Level and other service target shall be disregarded for the period affected by the QAS Software fault or problem.

7. RECTIFICATION PLAN

7.1 In the event that an ARL specified in the relevant Service Description is failed, Fujitsu Services and Post Office shall agree a method of rectification and timetable for the resolution of the cause of that failure (a "Rectification Plan"). For the avoidance of doubt, Fujitsu Services shall remain liable for financial remedies payable in accordance with the Service Description in respect of that failure.

7.2 In the event that the Rectification Plan involves a change to the provision of the Services, such change shall be agreed under the Change Control Procedure and shall be made at no charge to Post Office.

7.3 Without prejudice to Post Office's rights to remedies provided in this Agreement, during the period the Rectification Plan is being implemented Fujitsu Services shall maintain performance of all other Services in accordance with the Service Levels specified in each relevant Service Description unless otherwise agreed with Post Office as part of the Rectification Plan.

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7.4 In the event that the Rectification Plan is not agreed by the Parties (acting reasonably) within three (3) calendar months of the occurrence of an ARL failure or the Rectification Plan fails to resolve the cause of the ARL failure to which it relates, such that the ARL failure occurs again and is persistent, the following provisions shall apply:

7.4.1 Post Office shall have the right to conduct, and require Fujitsu Services to co-operate and assist with (including by Fujitsu Services providing such information as it would have been required to under paragraph 6.6 of Schedule D6), a tender process for sub-contracting by Fujitsu Services of the Operational Services in relation to which the ARL failure has occurred (and where the ARL failure has occurred in relation to an Operational Service which, together with one or more other Operational Services, constitutes a Testable Service, such Operational Services will be tendered together) to an alternative service provider at Fujitsu Services' cost (the "**Service Provider**"). If the Parties agree that it would be more appropriate for Fujitsu Services to conduct, and Post Office to co-operate with, the tender process, then the Parties shall procure the same.

7.4.2 Without prejudice to the generality of the foregoing, Fujitsu Services shall disclose to any bona fide potential Service Provider (subject to the same executing an Agreed Form NDA or any other form of non-disclosure agreement mutually agreed by Post Office, Fujitsu Services and such bona fide potential Service Provider) Confidential Information to the extent that such disclosure is reasonably required to enable any potential Service Provider to prepare a reasonably detailed tender proposal.

7.4.3 If the outcome of any tender process is that Fujitsu Services were to sub-contract the Operational Services in question (and where the ARL failure has occurred in relation to an Operational Service which, together with one or more other Operational Services, constitutes a Testable Service, such Operational Services will be tendered together) to a Service Provider identified in the tender process, the performance in respect of the failed ARL for that Operational Service (and where the ARL failure has occurred in relation to an Operational Service which, together with one or more other Operational Services, constitutes a Testable Service, such Operational Services will be tendered together) would be improved then Post Office shall have the right to require Fujitsu Services to sub-contract such Operational Service (and where the ARL failure has occurred in relation to an Operational Service which, together with one or more other Operational Services, constitutes a Testable Service, such Operational Services will be tendered together) to such Service Provider at no higher cost to Post Office than was previously the case.

8. DISPUTE RESOLUTION

Any dispute arising in connection with the application of this Schedule shall be resolved in accordance with the Dispute Resolution Procedure.

9. ASSOCIATED DOCUMENTS

9.1 The following CCDs are associated with this Schedule C1:

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	Document Reference	Document Title
1	Not Used	
2	PA/PER/033	Horizon Capacity Management and Business Volumes
3	SVM/SDM/SD/0007	Service Management Service: Service Description
4	SVM/SDM/PRO/0006	Service Level Target & Liquidated Damages Exclusions
5	SVM/SDM/PRO/0004	Definitions of Engineering Service Priority and Local/Remote Locations Process

9.2 There are no CRDs associated with this Schedule C1.

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SCHEDULE C2

SUB-CONTRACTORS

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	08/05/07	Applying CCN1209
3.0	09/07/07	Baseline copy of 1.1
4.0	23/02/09	Baseline copy of 3.2
4.1	12/05/09	Applying changes as per CCN1256
4.2	15/06/09	Applying changes as per CCN1263
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	31/03/10	Applying changes as per CCN1276a
6.2	01/04/10	Applying changes as per CCN1270
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Applying changes in CCN 1310b and CCN1294d
9.0	13/01/14	Applying changes as per CCN1349 and CCN1323
10.0	10/09/15	Applying changes as in CCN1401b and as subsequently amended in this CCN1506 and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1423c, CCN1512c and moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN1621 and moving all schedules to V12.0
13.0		Updating as per CCN1629, CCN 1632 and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1657d, CCN1623b, CCN1672a and moving all Schedules to v14.0
14/0a	05/05/2022	Updating as per CCN1623b part 2 missed in conforrmance of V14.0

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SCHEDULE C2

SUB-CONTRACTORS

1. Table of Fujitsu Services' Sub-contractors

Fujitsu Services' Sub-contractors, together with a description of their areas of responsibility, are listed in the following table:

SUB-CONTRACTOR	SCOPE OF SUBCONTRACTED SERVICES	TERM OF SUBCONTRACT
BT Plc	- ISDN in Central Network Service - Fixed Circuits in Central Network Service	There is an ongoing agreement in place between Fujitsu and BT.
Cisco	- for provision of Network Support (Central Network Service	Ongoing agreement
Fujitsu (FTS) Ltd	- Hardware Support" as part of the Datacentre Operations Service	Fujitsu Subsidiary operating under an indefinite Inter Company Agreement
Fujitsu Consulting (India Ltd).	- Systems Management Centre support - Design, development and testing of components - Network Design and Support (Central Network Service)	Services expire upon the earlier of termination or expiry of this Agreement.
IBM Financial Services Ltd	- Software Support as part of the Systems Management Service	Current Term: 31 March 2019
Ingenico (including use by Ingenico of the following affiliates: Ingenico France SAS (based in France) carries out Transaction processing activities Ingenico International	- PIN Pad software support. - Provision of and support for P2Pe Asset Tracking Tooling for Registered PIN Pads connected to HNGA Counters. - Payment and Banking Service support	Main Corporate Agreement: valid till March 2023 .

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SUB-CONTRACTOR	SCOPE OF SUBCONTRACTED SERVICES	TERM OF SUBCONTRACT
(Pacific) Pty Ltd (based in Australia) carry out "out of hours" support activities Ingenico E-commerce Solutions BV (based in Belgium) provide an acquirer hub, generate settlement and process authorisation messages		
Transaction Network Services (UK) Ltd	- Debit Card Circuits in Central Network Service	6 Month Rolling contract unless notice is give 30 days prior to renewal.
Virgin Media Limited	- Intercampus Links in Central Network Service	Ongoing Agreement subject to 30day notice period for cancellation.

2. Associated Documents

3.1 There are no CCDs associated with this Schedule C2.

3.2 There are no CRDs associated with this Schedule C2.

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SUB-CONTRACTOR	SCOPE OF SUBCONTRACTED SERVICES	TERM OF SUBCONTRACT
Vodafone Limited	Provision of telecommunications lines and services including - IP Connect Services in Branch Network Service - ISDN Call Termination Services in Branch Network Service - Mobile Data Services in Branch Network Service	IP Connect and ISDN Call Termination: ongoing Agreement terminating on up to 18 days' notice served by Post Office as per the provisions of CCN1621. ISDN Call Termination Services in Branch Network Service will end on 15th January 2018 with no right to extend further with Vodafone. Mobile Data Services Agreement: Ongoing Agreement

2. Associated Documents

3.1 There are no CCDs associated with this Schedule C2.

3.2 There are no CRDs associated with this Schedule C2.

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SCHEDULE C3

Licences

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	25/01/07	Baseline copy of 1.2
3.0	23/02/09	Baseline copy of 2.1
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	05/01/10	Applying changes as per CNN1272
6.2	29.01.10	Applying changes as per CCN1273
6.3	01/04/10	Applying changes as per CCN1270
6.4	29/03/10	Applying changes as per CCN1276a
7.0	24/05/10	Baseline copy of 6.1,6.2,6.3 and 6.4
8.0	21/02/12	Applying changes in line with CCN1310b, CCN 1296 and CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN 1602a and moving all Schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Updating as per CCN1655a, CCN1678 and moving all Schedules to V14.0

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SCHEDULE C3

LICENCES

1. HNG-X THIRD PARTY SOFTWARE

Table 1 below lists HNG-X Third Party Software licensed to Post Office in accordance with the applicable provisions of Clause 30 of this Agreement.

Table 1: HNG-X Third Party Software

Description and Product Name	Scope & purpose	Class	Licence Note
Interstage Java Virtual Machine		HNG-X Third Party Software (Fujitsu Corporation Limited).	

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Description and Product Name	Scope & purpose	Class	Licence Note
Hypercom PIN Pad Software	The software used to support the operation of PIN Pads.	HNG-X Third Party Software (Hypercom).	

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Description and Product Name	Scope & purpose	Class	Licence Note
• McAfee Web Gateway	Gateway Security	HNG-X Third Party Software	Where the equipment is moved outside the UK, the party responsible for initiating the move shall be liable for the costs arising from any resultant licensing impact

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Description and Product Name	Scope & purpose	Class	Licence Note
IBM • IBM WebSphere Application Server Processor • IBM Tivoli Workload Scheduler Processor • IBM InfoSphere Datastage Processor • IBM InfoSphere DataStage for non- Production Environments Processor Value Unit • IBM InfoSphere DataStage and QualityStage Designer Concurrent User • IBM InfoSphere FastTrack 10 Authorised Users	Support to Credence (POL MI) Application	HNG-X Third Party Software	IBM Licence terms at: Ibm.com/software/sla (Terminated upon exit of the Credence/MDM Service on 31st March 2016)

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Table 2 below lists the software which Post Office sub-licenses or grants rights to use to Fujitsu Services in accordance with Clause 31 of this Agreement. In addition, Post Office grant rights to Fujitsu Services to use the Post Office Cloud for the term of this Agreement, solely for the purposes of performing the Services, HNG-X Development, Associated Change Development, running the HNG-X Application and/or providing the Business Capabilities and Support Facilities, for those elements of the HNG-X System hosted on Post Office Cloud, in each case subject to compliance with paragraph 1.2A. The Parties agree that Fujitsu Services will require access to certain software components to enable it to deliver the Services, Where such access is subject to compliance with mandatory third party licensing terms and/or restrictions these shall be identified by Post Office and addressed through the Change Control Procedure

1.2A Fujitsu Services shall comply with the following restrictions with respect to its use and access to the Post Office Cloud:

(a) Fujitsu Services shall not use the Post Office Cloud in any manner or for any purpose other than as expressly permitted by this Agreement;

(b) Fujitsu Services shall not attempt to modify, alter, tamper with, repair, or otherwise create derivative works of the Post Office Cloud;

(c) Fujitsu Services shall not attempt to reverse engineer, disassemble, or decompile the Post Office Cloud, or apply any other process or procedure to derive the source code of any software included in the Post Office Cloud;

(d) Fujitsu Services shall not attempt to access or use the Post Office Cloud in any way to avoid incurring fees or exceeding usage limits or quotas;

(e) Fujitsu Services shall not attempt to resell or sublicense the Post Office Cloud;

(f) Fujitsu Services shall comply with the Post Office Cloud restrictions set out in a new Annex 1 of Schedule C3; and

(g) Fujitsu Services shall comply with any other Post Office Cloud restrictions or amendments which are agreed between the Parties using the Change Control Procedure.

For the purposes of paragraph 2.2 of Schedule A3 (Change Control), it shall be unreasonable for Fujitsu Services to refuse to amend the terms specified in paragraphs 1.2A(a) to (f) above to reflect changes mandated by the Post Office Cloud Service Provider, provided that Post Office agrees to any changes to: (i) the Services; and/or (ii) the Charges arising as a result of the changes mandated by the Post Office Cloud Service Provider.

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A new Annex 1 to Schedule C3 will be added titled "Post Office Cloud restrictions". This Annex to be populated via the Change Control Procedure

Table 2: Software provided by Post Office

Original supplier and Software product name	Purpose and applicable Service	Sub-licence (SL) or right to use (RTU)	Any additional restrictions on the sub-licence

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Table 2A below lists the Third Party Data that Post Office sub-licenses to Fujitsu Services in accordance with Clause 31 to this Agreement.

Table 2A.

Data source and data product name	Purpose and applicable Service/Application	Any additional restrictions on the sub-licence
Royal Mail Name: "PAF"	Purpose: Data used to validate postcodes and identify/confirm address details. Application: PAF Calling Application	

Should the Parties agree that the Microsoft NT operating system in use at Counter Positions will be upgraded to an alternative operating system, then whichever Party acquires the licences for that upgrade, the appropriate licensing terms will be agreed by the Parties and the Agreement amended under the Change Control Procedure to reflect these terms.

In the event that:

1.1.1 the licence terms agreed pursuant to paragraph 1.4 involve Post Office or any other member of the Royal Mail Group (any such member being for the purposes of this paragraph 1.5 "the relevant Post Office company") procuring the operating system third party software listed in table 3 below from the provider of that software;

1.1.2 the terms of the licence agreement provide, or an arrangement between the Parties exists, that Fujitsu Services pays to the software provider the charges payable under the licence agreement; and

1.1.3 the terms of the licence agreement provide that the relevant Post Office company is ultimately responsible or in any way liable for the charges payable under that agreement,

then to the extent that Fujitsu Services determines not to pay, or fails to pay, any amounts in respect of the software provider's charges by the due date for payment ("Unpaid Amounts"), Fujitsu Services shall:

1.1.3.1 forthwith provide to Post Office in writing a reasonably detailed explanation as to why such determination was made and/or such amounts were not paid; and

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1.1.3.2 forthwith upon request by Post Office return to Post Office all such amounts as shall have been paid by Post Office to Fujitsu Services in respect (and to the extent) of the Unpaid Amounts,

and the Parties shall cooperate and agree (acting reasonably) what further action need be taken by each of them with respect to procuring the operating system third party software and the payment or non-payment (as the case may be) of the software provider's charges.

Table 3: Operating system third party software

Description and Product Name	Scope & purpose
To be agreed	

2. ESCHER UPGRADE SOFTWARE

Table 4 below lists the Escher Upgrade Software which as from Trigger Point T6 (Counter Application Rollout Complete) shall no longer constitute Third Party Software. For the avoidance of doubt, the provisions set out in paragraphs 2.2 to 2.4 of this Schedule C3 shall continue to apply.

Table 4

Description and Product Name	Scope & purpose
WebRiposte	An enhanced version of Riposte providing additional services based upon web-enabled functionality
Asset Manager	A component of Riposte providing mechanisms for managing financial information and accessing transaction data
Framework	A bespoke set of software components facilitating the development of Horizon financial transactions
Mails Product	Escher Mails product (version 3.3) allows the introduction of country specific services and charges and the future implementation of size based pricing for non-standard letters and packets, including track and trace facilities.

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Confidentiality

2.1.1 Post Office agrees that any information disclosed to it in connection with the Escher Upgrade Software which is designated by Fujitsu Services as "Escher Confidential Information" shall be kept in strictest confidence and not disclosed to any party except as permitted under this paragraph 2 of Schedule C3 and paragraph 2 of Schedule B4.1.

2.1.2 Escher Confidential Information shall not comprise Confidential Information for the purposes of this Agreement and, accordingly, the provisions of Clause 61 shall not apply to Escher Confidential Information.

2.1.3 Post Office shall:

(a) take all reasonable precautions to protect the confidentiality of Escher Confidential Information;

(b) not duplicate or reproduce Escher Confidential Information except as necessary for the purposes of this Agreement; and

(c) upon termination of the Existing Licences, immediately return to Fujitsu Services all documents and other materials which contain or relate to Escher Confidential Information.

2.1.4 The non-disclosure and confidentiality provisions contained in this paragraph 2 of this Schedule C3 will survive the termination of any or all of its other provisions but shall expire 20 years after the expiry or termination of this Agreement. Post Office acknowledges and agrees that Fujitsu Services and any third party are, in addition to other remedies, entitled to seek an injunction to prevent Post Office from disclosing Escher Confidential Information in breach of this paragraph 2 of this Schedule C3 and/or paragraph 2 of Schedule B4.1.

2.1.5 Post Office may with Fujitsu Services' written consent disclose Escher Confidential Information to third parties. If Fujitsu Services agrees to allow Post Office to disclose Escher Confidential Information to a third party, prior to making any such disclosure, Post Office shall first obtain such third party's written agreement to comply with all non-disclosure and confidentiality terms herein.

2.1.6 Post Office shall keep a record of all disclosures by it of Escher Confidential Information to third parties including the names of the persons to whom Escher Confidential Information was disclosed by Post Office and a description of the Escher Confidential Information disclosed.

2.1.7 Post Office may disclose Escher Confidential Information:

(a) if and to the extent required by law, regulation or by order of a court of competent jurisdiction provided, however, that Post

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Office shall in each case notify Fujitsu Services in advance of such disclosure;

(b) to its professional advisers for the purposes of audit or receiving professional advice;

(c) to employees and staff of Royal Mail Group plc to the extent that such disclosure is necessary for such employees or staff to perform functions relating to the development, operation, receipt or management of the Existing Services;

(d) where such information was already in the public domain at the time it was disclosed or otherwise received by the other party;

(e) where such information becomes part of the public domain after disclosure by means other than breach of the confidentiality obligations contained in this paragraph 2.2 of this Schedule C3; or

(f) where such information came into a party's possession lawfully from a third party that was, itself, lawfully in possession of that information and entitled to distribute it.

2.1.8 Where Escher Confidential Information is disclosed under paragraphs 2.2.7(b) or 2.2.7(c) of this Schedule C3, Post Office shall procure that the third parties referred to in those paragraphs shall not disclose that Escher Confidential Information without the prior written consent of Fujitsu Services.

2.1.9 The Existing Licences and their contents are deemed Escher Confidential Information and, subject to paragraph 2.2.7 of this Schedule C3, Post Office may not disclose the Existing Licences to a third party without the express written consent of Fujitsu Services, except that Post Office may disclose those elements of the Existing Licences which relate to the use of the Escher Upgrade Software to the operator replacing Fujitsu Services in the event a direct licence is to be granted to that replacement operator under paragraph 2.2.3.4 of Schedule B4.1 provided that such operator has, in advance of such disclosure, entered into substantially equivalent confidentiality provisions with Post Office as are set out in this paragraph 2 of this Schedule C3.

2.1.10 Escher Upgrade Software related documentation, defect reports, and all other non-public information related to the Escher Upgrade Software, are and shall be deemed Escher Confidential Information.

Breach

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2.1.11 If either Party believes the other to be in breach of any obligation imposed by paragraph 2 of Schedule B4.1 and/or this paragraph 2 of this Schedule C3, the non-breaching Party shall provide written notice of such breach to the other.

2.1.12 Upon receipt of such notice, if such breach exists, the recipient shall have twenty (20) days to remedy such breach or provide assurances in a form reasonably acceptable to the non-breaching Party that the breach will be corrected within such longer period as the non-breaching Party may specify.

Termination

2.1.13 If a breach by Post Office of any obligation imposed by paragraph 2 of Schedule B4.1 and/or this paragraph 2 of this Schedule C3 has not within the twenty (20) day period provided under paragraph 2.3.2 of this Schedule C3 been remedied or assurances, in a form reasonably acceptable to Fujitsu Services, provided to Fujitsu Services that the breach will be corrected within such longer period as Fujitsu Services may specify, Fujitsu Services may by notice in writing to Post Office terminate the rights granted by paragraph 2.2.1 of Schedule B4.1 and Fujitsu Services shall be relieved of its obligations under paragraph 2.2.3.4 of Schedule B4.1.

2.1.14 Upon the earlier of (i) termination under paragraph 2.4.1 of this Schedule C3 of the rights granted to Post Office by paragraph 2.2.1 of Schedule B4.1 or (ii) Trigger Point T6 (Counter Application Rollout Complete), Post Office shall cease to use the Escher Upgrade Software and shall, as directed by Fujitsu Services, either return or destroy all copies of such software.

3. ASSOCIATED DOCUMENTS

There are no CCDs associated with this Schedule C3.

There are no CRDs associated with this Schedule C3.

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Annex 1

Post Office Cloud Restrictions

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SCHEDULE D1

CHARGES

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	25/01/07	Baseline copy of 1.4
3.0	09/07/07	Baseline copy of 2.6
4.0	14/04/08	Baseline copy of v3.4
5.0	23/02/09	Baseline copy of 4.2
5.1	19/05/09	RPI Increase 2009
5.2	12/06/09	Applying changes as per CCN 1253
5.3	15/06/09	Applying changes as per CCN1252a
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	30/09/09	Amendments as per CCN 1254a
6.2	04/01/10	Amendments as per CCN 1268
6.3	05/01/10	Applying changes as per CCN1272
6.4	29.01.10	Applying changes as per CCN1273
6.5	24/03/10	Applying changes as per CCN1266b
6.6	30/03/10	Applying changes as per CCN1271c, CCN1275 and CCN 1276a
6.7	01/04/10	Applying changes as per CCN 1270
6.8	23/04/10	Applying RPI for 2010 and including tidy up changes
6.9	05/05/10	Minor tidy up adjustments
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Applying changes as per CCN1303, CCN1289a CCN1291, CCN1296, CCN1292, CCN1293, CCN1297, CCN1295a, CCN1301d, CCN1304b, CCN1281d, CCN1306a, CCN1309a, and CCN1294d,
9.0	13/01/14	Applying changes as per CCN1307a, CCN1308b, CCN1311b, CCN1313c, CCN1316a, CCN1317, CCN1318a, CCN1321, CCN1322b, CCN1325a, CCN1327a, CCN1328b, CCN1329a, CCN1332a, CCN1337a, CCN1340, CCN1341, CCN1342a, CCN1343a, CCN1348b, CCN1349 and CCN1400

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10.0	10/09/16	Applying changes as per CCN1338, CCN1339a, , CCN1402, CCN1403, CCN1404, CCN1405, CCN1408, CCN1409a, CCN1410, CCN1411, CCN1414, CCN1415, CCN1418, CCN1419, CCN1420a and CCN1421a and as subsequently amended in this CCN1506 and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1423c, CCN 1424, CCN1425, CCN 1429, CCN1500a, CCN 1502a, CCN1505, CCN1508, CCN1512c, CCN1600and moving all Schedules to v11.0 in accordance with CCN1604
12.0	03/07/2017	Applying changes as per CCN1509a, CCN1602a, CCN1603, CCN1606, CCN1607, CCN1609d, CCN1610, CCN1618a, CCN1619a, CCN1620c, CCN1621, CCN1622a and moving all schedules to v12.0
13.0		Updating as per CCN1612b, CCN1613a, CCN1616b, CCN1624, CCN 1627a, CCN1631c, CCN1633a, CCN1636b, CCN1637b, CCN1638, CCN1640a, CCN1643, CCN1644a, CCN1650c, CCN1653a and moving all Schedules to v13.0
14.0		Updating as per CCN1641c, CCN1652c, CCN1655a, CCN1660a, CCN1661a, CCN1662a, CCN1665b, CCN1667a, CCN1648b, CCN1649, CCN1675, CCN1672a, CCN1673, CCN1678, CCN1700 and moving all Schedules to v14.0

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SCHEDULE D1

CHARGES

1 GENERAL

1.1 All amounts set out in this Schedule are before adjustment for RPI as set out in paragraph 16 and exclusive of VAT.

1.2 All annual Charges set out in this Schedule D1, unless otherwise stated, relate to Financial Years. All monthly Charges relate to calendar months. All Charges shall, unless stated otherwise, become due for payment on a monthly basis in accordance with the provisions of Schedule D2.

1.3 Where during the term of this Agreement any charge under this Schedule D1 is amended by approved CCN the Parties shall set out in the table contained in Annex E to this Schedule D1 the number of the approved CCN, the amount of the variation and the date on which the revised charge becomes effective.

1.4 In consideration for the provision by Fujitsu Services of the relevant Services, Post Office shall pay to Fujitsu Services the following:

1.4.1 Operational Charges in accordance with paragraph 2 as varied in accordance with paragraphs 4 and 5;

1.4.2 additional Operational Charges in accordance with paragraph 6;

1.4.3 Call Off Charges in accordance with paragraph 7;

1.4.4 Charges for Service Integration Services in accordance with paragraph 8;

1.4.5 Third Party Management Service Charges in accordance with paragraph 9;

1.4.6 Development Charges in accordance with paragraph 10;

1.4.7 SIP Charges in accordance with paragraph 11;

1.4.8 Transfer Charges in accordance with paragraph 12;

1.4.9 Capacity Addition Costs in accordance with paragraph 13;

1.4.10 PIN Pad Procurement Charges in accordance with paragraph 14;

1.4.11 Charges for Hardware in accordance with paragraph 15;

1.4.12 the Gain Share payments set out in Annex G; and

1.5 The Charges have been based on an assumption that the numbers of Branches, Counter Positions, Old Style Mobile Configurations, New Style Mobile Configurations, CTOs and New CTO Configurations in each Financial Year will not exceed the numbers corresponding to that Financial Year as set out in the Table entitled "Branch and Counter

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Position Limits" in Part 1 of Annex A. Should this assumption not be satisfied, as evidenced by:

1.5.1 Post Office providing a forecast of numbers of Branches, Counter Positions, Old Style Mobile Configurations, New Style Mobile Configurations, CTOs or New CTO Configurations which exceed the limits set out in that Table for that Financial Year; or

1.5.2 the actual number of Branches, Counter Positions or CTOs exceeding the applicable limits in any three consecutive months,

the Parties shall agree changes to the Charges or Service Descriptions under the Change Control Procedure to deal with additional equipment required by Fujitsu Services to perform its obligations under this Agreement or the lack of availability of such equipment for spares, maintenance or Operational Business Change purposes.

1.6 Services which cause or would cause the limits in the Table in Part 2 of Annex A to be exceeded or the conditions specified in that Table not to be satisfied shall be subject to the Change Control Procedure.

1.7 In this Schedule D1, unless stated otherwise, any reference to a paragraph or Annex is to the relevant paragraph of, or annex to, this Schedule D1.

1.8 Without prejudice to any Charges which shall have become due to be paid by Post Office to Fujitsu Services, and subject to paragraphs 9.2 and 9.3, if any Terminable Service is subject to Partial Termination, the Operational Charges in respect of each Service comprised within that Terminable Service shall not be payable in respect of the period after the date of such Partial Termination.

1.9 For the purposes of this Schedule D1, from approval by Post Office of a part 2 Exit Plan for a particular Operational Service, "Counter Positions" shall mean those Counter Positions that are supported by Fujitsu Services and "Branches" means those Branches that are supported by Fujitsu Services with respect to that Operational Service. For the avoidance of doubt, once a particular Operational Service, Counter Positions or Branches is/are supported by a Next Supplier or any other supplier (and not Fujitsu Services) it/they shall cease to be "Counter Positions" or "Branches" for such Operational Service for the purposes of this Schedule D1.

Example

Day 1 - Fujitsu supports the same 100 Counter Positions in respect of both the Engineering Service and the Service Desk Service.

Day 2 - There is a ramp down of the Engineering Service and 50 Counter Positions become supported by a Next Supplier while the remaining 50 Counter Positions are still supported by Fujitsu. There is no change in respect of the Service Desk Service.

From Day 2, the number of Counter Positions for calculating the variable charge for the Engineering Service would be 50 but it would still be 100 for the Service Desk Service.

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1.10 Revenue Switch Principles

1.10.1 The provisions of Schedule I set out the principles and processes applicable to Revenue Switch."

2 THE OPERATIONAL CHARGES

2.1 In consideration for the provision of each of the Operational Services, Post Office shall pay to Fujitsu Services in respect of such time as such Operational Service is being provided an amount per month calculated as follows (subject to adjustment in accordance with paragraphs 4 and 5 of this Schedule D1):

2.2 In respect of each of the following Operational Services:

2.2.1 Central Network Service;

2.2.2 Reference Data Management Service;

2.2.3 Management Information Service;

2.2.4 Reconciliation Service;

2.2.5 Not used;

2.2.6 CMT Service;

2.2.6A Not Used

2.2.6B Not Used

2.2.6B Not Used,

Post Office shall pay to Fujitsu Services in respect of each month the Operational Fixed Charge for that Operational Service for that month;

2.2.7 Operational Business Change (Branch Change) Service,

In respect of each month until 31 March 2015, Post Office shall pay to Fujitsu Services in respect of each month other than December in each Financial Year the Operational Fixed Charge for that Operational Service for that month. In respect of each subsequent month, Post Office shall pay to Fujitsu Services the Operational Fixed Charge for that Operational Service for that month.

2.3 Paragraph removed by CCN1616b

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2.3A Paragraph removed by CCN1616b

2.4 In respect of the Security Management Service the Post Office shall pay to Fujitsu Services in respect of each month the aggregate of the following:

2.4.1 the Operational Fixed Charge for the Security Management Service in respect of that month; plus

2.4.2 an amount equal to the Operational Unit Charge for the Security Management Service in respect of that month multiplied by the number of Branches in operation at the beginning of that month; plus

2.4.3 an amount equal to the Margin Rate for the Security Management Service in respect of that month multiplied by the number of Branches in operation at the beginning of that month; plus

2.4.4 an amount equal to the Operational Unit Charge for the Operational Service 'Security Management Service' in respect of that month multiplied by the number of Post Office Ltd Generic Web Services (GWS) Clients minus three in operation at the beginning of that month.

2.5 In respect of the Data Centre Operations Service the Post Office shall pay to Fujitsu Services in respect of each month the aggregate of the following:

2.5.1 the Operational Fixed Charge for the Data Centre Operations Service in respect of that month; minus

2.5.2 an amount equal to the Operational Unit Charge for the Data Centre Operations Service in respect of that month multiplied by the Volume Forecast Reduction; and the result of paragraph 2.5.1 minus paragraph 2.5.2 then added to:

2.5.3 an amount equal to the Margin Rate for the Data Centre Operations Service in respect of that month multiplied by a percentage equal to 100 minus the Volume Forecast Reduction.

2.6 After any Volume Forecast Reduction shall have been made, each of the Operational Unit Charge and Margin Rate for the Data Centre Operations Service for each month after that in which such Volume Forecast Reduction takes effect shall be reduced by multiplying it by the percentage calculated by subtracting that Volume Forecast Reduction from 100; the resultant new Operational Unit Charge and Margin Rate shall be restated in this Schedule under the Change Control Procedure.

2.7 In respect of the Third Line Software Support Service the Post Office shall pay to Fujitsu Services in respect of each month the aggregate of the following:

2.7.1 the Operational Fixed Charge for the Third Line Software Support Service in respect of that month; plus

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2.7.2 an amount equal to the Operational Unit Charge for the Third Line Software Support Service in respect of that month multiplied by the number of POL Service Types in operation at the beginning of that month.

2.7.3 an amount equal to the Margin Rate for the Third Line Software Support Service in respect of that month multiplied by the number of POL Service Types in operation at the beginning of that month; plus

2.7.4 an amount equal to the Operational Unit Charge for the Operational Service 'Third Line Software Support Service' in respect of that month multiplied by the number of Post Office Ltd Generic Web Services (GWS) Clients minus three in operation at the beginning of that month.

2.8 In respect of the Service Management Service the Post Office shall pay to Fujitsu Services in respect of each month the aggregate of the following:

2.8.1 the Operational Fixed Charge for the Service Management Service in respect of that month; plus

2.8.2 an amount equal to the Operational Unit Charge per Branch for the Service Management Service in respect of that month multiplied by the number of Branches in operation at the beginning of that month; plus

2.8.3 an amount equal to the Operational Unit Charge per POL Service Type for the Service Management Service in respect of that month multiplied by the number of POL Service Types in operation as at the beginning of that month."

2.8.4 an amount equal to the Margin Rate per Branch for the Service Management Service in respect of that month multiplied by the number of Branches in operation at the beginning of that month; plus

2.8.5 an amount equal to the Margin Rate per POL Service Type for the Service Management Service in respect of that month multiplied by the number of POL Service Types in operation at the beginning of that month; plus

2.8.6 an amount equal to the Operational Unit Charge for the Operational Service 'Service Management Service' in respect of that month multiplied by the number of Post Office Ltd Generic Web Services (GWS) Clients minus three in operation at the beginning of that month.

2.9 In respect of the Branch Network Service the Post Office shall pay to Fujitsu Services:

2.9.1 Not Used.

2.9.2 the aggregate of:

(a) the Operational Fixed Charge for the Branch Network Service in respect of that month; and

(b) an amount per month equal to:

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(i) the aggregate of the amounts charged to Fujitsu Services in respect of that month by the providers of network connections to Branches; plus

(ii) the margin thereon, calculated by multiplying such amount in 2.9.2(b)(i) by 5 divided by 95.

(c) an amount equal to the Operational Unit Charge multiplied by the number of Branches using the Branch Network Service on the 1st of each calendar month from 1st April 2017.

2.10 Fujitsu Services shall provide Post Office at the beginning of each Financial Year with an estimate of the Operational Charges for the Branch Network Service in that Financial Year and the remaining Financial Years during the term of this Agreement based for each Financial Year upon Post Office's then current forecast of numbers of Branches and Fujitsu Services' forecast of the mix of technology types for network connections and the unit prices for each such technology type.

2.11 In respect of the Salesforce Support Service the Post Office shall pay to Fujitsu Services in respect of each month the aggregate of the following:

(a) the Operational Fixed Charge for the Salesforce Support Service in respect of that month; plus

(b) the Escalated Calls Fixed charge which covers the management of Salesforce Support Service Escalated Calls which will be reviewed after three months of live Service; plus

(c) an amount equal to the Operational Variable Charge for the Salesforce Support Service in respect of that month for the use of the Fujitsu Cloud Services. This will be at the prevailing rates published at http://globalcloud.uk.fujitsu.com/portal/ctrl/UsePrice multiplied by the usage for that month for the UK based hosting activity. For the Germany based disaster recovery hosting activity the prevailing rates are published at https://globalcloud.de.fujitsu.com/portala/ctrl/UsePrice and will be multiplied by the usage for that month and multiplied by the Bank of England rate at which Fujitsu translates this Euro value to Sterling (GBP).

The Operational Fixed Charges are based on a maximum of 400 users, and 15 calls per month. If the total number of users or calls exceeds the maximum number the Parties shall assess the impact upon fixed charges through the Change Control Procedure.

The variable charges for the service are from the Fujitsu Global Cloud Platform and are published at http://globalcloud.uk.fujitsu.com/portal/ctrl/UsePrice and https://globalcloud.de.fujitsu.com/portala/ctrl/UsePrice. Fujitsu shall provide these rates to Post Office in writing each time they are updated. For the avoidance of doubt these are not subject to annual indexation.

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2.12 In respect of the Application Support Service (Fourth Line) the Post Office shall pay to Fujitsu Services in respect of each month the aggregate of the following;

(a) the Operational Fixed Charge for that Operational Service in respect of that month; plus

(b) an amount equal to the Operational Unit Charge for the Operational Service 'Application Support Service (Fourth Line)' in respect of that month multiplied by the number of Post Office Ltd Generic Web Services (GWS) Clients minus three in operation at the beginning of that month.

2.13 In respect of the Systems Management Service the Post Office shall pay to Fujitsu Services in respect of each month the aggregate of the following;

(a) the Operational Fixed Charge for that Operational Service in respect of that month; plus

(b) an amount equal to the Operational Unit Charge for that Operational Service in respect of that month multiplied by the number of Counter Positions in operation at the beginning of that month; plus

(c) an amount equal to the Margin Rate for that Operational Service in respect of that month multiplied by the number of Counter Positions in operation at the beginning of that month; plus

(d) an amount equal to the Operational Unit Charge for the Operational Service 'Systems Management Service' in respect of that month multiplied by the number of Post Office Ltd Generic Web Services (GWS) Clients minus three in operation at the beginning of that month.

Save that in all cases the Unit Charge per Counter Position shall be subject to a "floor" of 22,000 Counter Positions

2.14 With effect from 1st April 2017:

2.14.1 for the duration of the Term, the Operational Charges shall be reduced by the monthly credit referred to in Annex B as 'Trinity 1 Credit' and;

2.14.2 for the period to 31st March 2023, subject to the provisions of paragraph 17, the Operational Charges shall be reduced by the "Invest to Save Credit"

2.15 **"HNG-X Test Infrastructure Charges"**

In respect of the Financial Years ending 31st March 2018, 31st March 2019, 31st March 2020, 31st March 2021 and the period from 1st April 2021 to 31st December 2021, the HNG-X Test Infrastructure Charges are as set out in Annex B.

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2.16 HNG-A Gaps Counter Position, SYSMAN3 and Residual Release 17 Component Infrastructure Charges.

2.16.1 In respect of the Financial Years ending 31st March 2020 31st March 2021 and 31st March 2022, the HNG-A Gaps, SYSMAN3 and Residual Release 17 Component Charges are as set out in Annex B

2.16.2 Not Used

2.16.3 Not Used

2.16.4 Post Office may terminate for convenience the provision of the HNG-A Gaps Counter Position, SYSMAN3 and Residual Release 17 Component Infrastructure Services for any reason by giving Fujitsu Services not less than 45 calendar days' notice in writing provided such notice is given in accordance with Clause 57.2 and that such termination shall take effect no earlier than 1st April 2021. Fujitsu Services agrees to waive any Termination Charge or Partial Termination Charge relating to the termination of the HNG-A Gaps Counter Position, SYSMAN3 and Residual Release 17 Component Infrastructure Services which would otherwise be payable in the Financial Year ending 31st March 2022 where this termination right has been exercised by Post Office. In the event of any conflict between this provision and any other provision in the Agreement relating to the termination for convenience of the HNG-A Gaps Counter Position, SYSMAN3 and Residual Release 17 Component Infrastructure Services and/or Termination Charges, this provision shall take priority.

2.16.

2.17 Digital Development Services

In respect of the Digital Development Services the Post Office shall pay to Fujitsu Services the DDS Charges as specified within Appendix 5 to Schedule I3 (Digital Development Services) which shall be made of fixed and variable charges.

2.18 In respect of the P2Pe Asset Management Service the Post Office shall pay to Fujitsu Services in respect of each month up to 31st March 2023 , the following:

2.18.1 an amount equal to the Operational Unit Charge per Registered PIN Pad for the P2PE Asset Management Service in respect of that month multiplied by the number of Registered PIN Pads at the beginning of that month;

2.19 In respect of the Payment and Banking Service the Post Office shall pay to Fujitsu Services in respect of each month the aggregate of the following:

(a) the Operational Fixed Charge for that Operational Service in respect of that month from PSB3; plus

(b) an amount equal £0.00536 multiplied by the number of PBS Transactions during that month. This Charge is subject to a minimum threshold of two hundred and fifty million

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(250,000,000) PBS Transactions per twelve (12) month period. This minimum threshold shall take effect from the actual date of Payment and Banking Service Trigger Point PBS3 Commencement of Payment and Banking Pilot, or from 23rd April 2021 ("Scheduled Pilot Start Date"), whichever is sooner (provided that in the event that any delay to initialising Payment and Banking Service Trigger Point PBS3 has been caused by or contributed to by Fujitsu Services or Fujitsu Services Subcontractor Ingenico then the Scheduled Pilot Start Date shall be adjusted to reflect the delay caused or contributed by Fujitsu Services or its subcontractor Ingenico. Should this minimum threshold not be achieved, Fujitsu Services shall invoice Post Office the difference between the number achieved and this minimum number one (1) month after the anniversary , plus

(c) an amount equal £42.11 multiplied by the number of PIN Pads activated during that month. This Charge is subject to a minimum threshold of twenty five thousand five hundred (25,500) Activations in an initial twelve (12) month period, provided that Fujitsu Services has complied with its obligations with respect to roll out and migration of the Payment and Banking Solution in accordance with Appendix 1 (Migration Plan) to Schedule I6. This twelve (12) month period shall commence on Payment and Banking Service Trigger Point PBS3, Commencement of Payment and Banking Pilot. Should this minimum threshold not be achieved, Fujitsu Services shall invoice Post Office the difference between the number achieved and this minimum number one (1) month after the anniversary of Payment and Banking Service Trigger Point PBS3. From Payment and Banking Service Trigger Point PBS5, Completion of Migration to Payment and Banking Service, Post Office shall receive two thousand (2,000) new Pin Pad Activations free of charge per annum; should this volume not be reached in any one twelve (12) month period (except where failure to reach such volume is caused by Fujitsu Services or its Sub-Contractor, Ingenico the underutilised volume will not be rolled over to the following twelve (12) month period.

(d) such Charges shall count towards the Actual Spend for the purposes of Paragraph 3 of Schedule I1 and, for the avoidance of doubt, shall not increase the Committed Spend."

3 MARGIN PROTECTION

3.1 If in any of the Financial Years 2008/9 to 2011/12 (inclusive) the aggregate amount of all the Operational Charges calculated in respect of that Financial Year by reference to a Margin Rate (excluding, for the avoidance of doubt and for the purposes of this paragraph, any "Late Cost to Post Office" applicable in respect of such Margin Rates in accordance with paragraph 4.2.3) (plus the margin calculated in respect of that Financial Year in accordance with paragraph 2.9.2(b)(i)) shall be less than the Protected Margin for that Financial Year, then Post Office shall pay to Fujitsu Services an amount equal to the difference.

3.2 The amount paid by Post Office in accordance with paragraph 3.1 in respect of any Financial Year shall be available to Post Office as a credit to be applied against the margin on any new Services agreed under the Change Control Procedure which Post Office

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obtains from Fujitsu Services in that Financial Year, provided such new Service is provided for longer than twelve months.

3.3 Any credit available to Post Office pursuant to paragraph 3.2 shall be made available monthly throughout the Financial Year in question based on estimates made on a year to date basis in respect of each month. As soon as reasonably practicable following the end of each such Financial Year the actual amount available by way of credit during that Financial Year shall be calculated. If the amount available as a credit in respect of the Financial Year as so calculated is greater than the aggregate of the monthly credits actually made available to Post Office during that Financial Year the difference shall be made available to the Post Office as an additional credit on the basis set out in paragraph 3.2. If the amount available as a credit in respect of the Financial Year as so calculated is less than the aggregate of the monthly credits actually utilised by Post Office during that Financial Year then the Post Office shall repay to Fujitsu Services an amount equal to that shortfall.

3.4 In settlement of the incorrect calculation and invoicing by Fujitsu Services of margin protection payments during the period April 2008 up to and including August 2009, the parties have agreed that Fujitsu shall pay back to Post Office the sum of £339,396 erroneously paid out by Post Office during such period in margin protection payments. £300,000 of such sum shall be repaid upon signature by the parties of the POLSAP Phase 1 Live Service CCN, and the balance shall be repaid upon signature of CCN 1268, each as a credit to Post Office to be offset against monthly Operational Charges. Notwithstanding anything to the contrary in this Agreement, such repayment by Fujitsu shall not operate so as to reduce the aggregate amount of Operational Charges paid by Post Office in the relevant Financial Year and so triggering margin protection payments by Post Office pursuant to paragraph 3.1 above.

3.5 With effect from September 2009, without prejudice to its other obligations in relation to margin protection, Fujitsu Services shall apply correctly the margin calculation at paragraph 2.9.2 (b) (ii) above.

4 VARIATION OF OPERATIONAL CHARGES – TRIGGER POINTS

4.1 Assumptions have been made by the Parties about the timing of certain events set out in the Trigger Point Table (referred to as "Trigger Points") in settling the amounts of the Operational Charges.

4.1A For the avoidance of doubt, the planned dates in the Trigger Point Table shall not be changed to reflect any changes that might be made to the HNG-X Programme Plan and no adjustment shall be made to the Operational Charges in relation to Trigger Points other than pursuant to paragraphs 4.2.3 or 4.2.4, unless the Parties agree otherwise under the Change Control Procedure.

4.2 The principles that shall apply for adjustment to the Operational Fixed Charges and Operational Unit Charges when Trigger Points occur early or late are as follows:

4.2.1 Not Used

4.2.2 In the event that Project HNG-X is terminated either pursuant to (i) Clause 47.15 (but only as a consequence of the Agreement terminating pursuant to Clause 47.4

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or 47.7) or (ii) Clause 47.11.2, then the dates stated in the Trigger Point Table for such of the Trigger Points that are planned to occur after HNG-X Initial Acceptance (being, for the avoidance of doubt, Trigger Point T6 (Counter Application Roll Out Complete) only) shall be put back (for the purposes of this paragraph 4 only) to the date of the expiry or earlier termination of the Agreement, provided that in each case such termination of Project HNG-X occurred prior to HNG-X Initial Acceptance.

4.2.3 The Operational Fixed Charges and/or Operational Unit Charges (as specified in the final column of the Trigger Point Table) for the Operational Services corresponding to the Trigger Points (if any) adjusted in accordance with paragraph 4.2.2 shall each be increased in each complete calendar month in the period by which such Trigger Points are put back, by the amount of the "Late Cost to Post Office" (if any) specified in the Trigger Point Table.

4.2.4 If any of the Trigger Points are delayed beyond the planned dates specified in the Trigger Point Table, then to the extent that the delay was:

(a) caused by a Default or delay of Post Office or any of its employees, agents or subcontractors, then Fujitsu Services shall be entitled to increase the Operational Fixed Charges and/or Operational Unit Charges (as specified in the final column of the Trigger Point Table) for the Operational Services corresponding to that Trigger Point (as identified in the Trigger Point Table) in each complete calendar month during the period of that delay or Default by the amount of the "Late Cost to Post Office" (if any) specified in the Trigger Point Table;

b) not caused by a Default or delay of Post Office, or any of its employees, agents or subcontractors, then, without prejudice to any other right or remedy of Post Office, Fujitsu Services shall continue to charge Post Office the relevant Operational Charges in Annex C of this Schedule D1 without any adjustment.

4.3 Variabilisation Framework

4.3.1 The provisions of Schedule I set out the principles and processes applicable to Variabilisation.

5 VARIATION OF OPERATIONAL UNIT CHARGES AND OPERATIONAL FIXED CHARGES

Engineering Service

5.1 Paragraph removed by CCN1616b

5.1.1 the Operational Unit Charge per Counter Position and Margin Rate per Counter Position (if any) applicable in respect of the Engineering Service for each month following such re-allocation of Hardware taking effect shall be varied in

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accordance with the Table set out in Annex F to the extent of the Proportion Change (expressed in percentage terms) in each category of Priorities;

5.1A Paragraph removed by CCN1616b

Operational Business Change (Branch Change) Service

5.2 Not Used

Data Centre Operations Service

5.3 If the number of SAP Basis Calls per month exceeds 200 in any three months within a six month period providing that the SAP Basis Calls are not due to a fault in the POLSAP Central Infrastructure or POLSAP Software that is attributable solely to Fujitsu Services' actions and Fujitsu Services demonstrates to the satisfaction of Post Office (acting reasonably) that it will as a result thereafter require additional resource to manage SAP Basis Calls above 200 per month, the Parties shall agree under the Change Control Procedure (such agreement not to be unreasonably withheld) adjustments to:

5.3.1 the Operational Fixed Charge for the Data Centre Operations Service and the number of SAP Basis Calls included within that Charge, as necessary to reflect such additional resource requirement; and

5.3.2 the Charge per SAP Basis Call and threshold from which that Charge applies, as set out in paragraph 6.1.

5.3A Paragrah removed by CCN1613a.

5.4 Clause removed by CCN1613a. NBS Audit Record Queries

5.5 If Post Office exercises its option under the CCD entitled "Service Description for the Security Management Service" (CS/SER/016), when that CCD is in effect, or the CCD entitled "Security Management Service: Service Description" (SVM/SDM/SD/0017), when that CCD is in effect, to vary the maximum number of Audit Record Queries which Fujitsu Services is required to carry out, the Operational Fixed Charge in respect of the Security Management Service shall, with effect from the date on which that revised maximum becomes effective, be increased by £ £249.18 per Audit Record Query by which such maximum is increased.

Reference Data Processes

5.6 For every month after the Amendment Date during which the Reference Data processes have not been improved by Post Office (or its agents or subcontractors) performing the work necessary to achieve the following aims:

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5.6.1 reduce errors and rework by streamlining the end-to-end Reference Data processes and simplifying/rationalising the business rules around different Reference Data types and their sources/validation;

5.6.2 introduce a generic model of product data to minimise the number of product types, eliminate "special" product features and increase use of "soft" reference data methods in lieu of "hard" application coding; and

5.6.3 apply Reference Data consistently across all elements of end-to-end solution.

5.6A Post Office shall pay to Fujitsu Services an addition to the Operational Fixed Charge for the Reference Data Management Service due in respect of that month. In Financial Year 2011/12 the additional monthly charge (if applicable) shall be £20,637, In respect of each subsequent month, the charge shall be £21,627 where applicable. From 1st September 2013 no such charges shall apply.

Services introduced by CCN

5.7 Post Office may terminate the Services introduced by (i) CCN641a and (ii) CCN807 and CCN1163 (as listed in the CCN Service List), by raising a CCN to terminate such Service, subject to Fujitsu Services being entitled to reimbursement by Post Office of its reasonable costs incurred in the termination of such Service by raising an invoice in accordance with Schedule D2 in respect of such costs as they arise. If such Services are so terminated, an amount per month equal to the monthly charge value for each such Service (as set out in column three of the CCN Service List for the CCN introducing the Service in question) shall be deducted from the Operational Fixed Charge for the Data Centre Operations Service.

5.8 All of the Services introduced by CCN (as listed in the CCN Service List), other than CCN641a, CCN807 and CCN1163, shall terminate in sequence with the migration of the related Client systems from their existing interfaces with the Infrastructure to the EDG.

5.9 If following notice given by Post Office and development of an alternative approach any of the Client systems referred to in paragraph 5.8 shall not have been migrated to the EDG by the date of completion of HNG-X Project Workstream X2 (Migrate Data Centre to HNG-X configuration), the Services introduced by CCN (as listed in the CCN Service List) related to those Client systems shall continue and, with effect from that date, the Charges for those Services set out in the CCN Service List shall be payable by Post Office to Fujitsu Services until the relevant Client systems have been migrated to the EDG.

5.10 Periodic review of the CCN Service List to update it for additions and deletions shall be managed by the Commercial Leads.

BFPO Branches.

5.11 For the avoidance of doubt all variable Operational charges as listed in Annex B Schedule D1 will be applied to BFPO Branches.

5.12 Impact of termination or expiry of the Service Desk Service on the Engineering Service:

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5.12.1 At the date of CCN1400, it was acknowledged that the termination of the Service Desk Service may have an impact on the volume of Engineering Service visits to Branches. To this end, it is agreed that the Engineering Service shall be subject to Branch visit volume baselines to be agreed between the parties (the "Expected Engineering Volumes") calculated by reference to the Engineering Reference Period in accordance with the process set out below. This baseline shall be set out in a formal exchange of letters.

5.12.2 With respect to the Engineering Service, Fujitsu Services shall record the volume of Engineering Service visits to Branch and shall provide to Post Office data relating to engineering visits in the Engineering Reference Period. The "Engineering Reference Period" will be the later of either:

a) Six complete calendar months immediately prior to commencement of rampdown of the Service Desk Service; or

b) Six complete calendar months immediately prior to notification of termination of the Service Desk,

5.12.3 The Engineering Reference Period will be used to generate a forecast of expected volume of Engineering Service visits to Branches for the period where Fujitsu Services is providing the Engineering Service but the service desk is provided by a Next Supplier (i.e. after the Service Desk Service has been terminated) so as to enable the parties to agree the "Expected Engineering Volumes".

5.12.4 In order to determine the Expected Engineering Volumes:

a) Post Office and Fujitsu Services shall jointly normalise the volume of visit data measured during the Engineering Reference Period to take account of

i) particular circumstances occurring at any point in the Engineering Reference Period;

ii) any peak periods included in the Engineering Reference Period, whereby downward adjustments shall be made based on a reversal of the uplifts (adjusted for any particular circumstances at that time) experienced for each month in the same peak period in the prior year.

b) Normalisation will only be applied to significant programmes that have materially impacted the Expected Engineering Volumes. Historic examples of where this has been the case are the introduction of new media to Epson printers which generated circa1000 additional engineering visits per month and the programme rollout of new PIN Pads that generated circa 400 additional engineering visits per month.

c) An 8% variance will be applied to the agreed volumes to generate upper (108%) & lower (92%) threshold for each month.

d) With respect to months October to December (inclusive), an additional "peak uplift" shall be applied to the Expected Engineering Volumes. The increased percentage shall be applied for these months to take account of the expected greater volumes of Engineering visits to Branches. The peak uplift in 2012 was as follows :-

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i)	October	+10.0%
ii)	November	+19.7%
iii)	December	+12.7%

For the avoidance of doubt, months January to September (inclusive) will be considered normal (non peak) months for the purpose of this calculation (and shall therefore only be subject to the variance highlighted in paragraph c) above.

5.12.5 The agreed volumes together with the upper and lower thresholds and peak uplift determined in accordance with paragraph 5.12.4 above shall form the Expected Engineering Volumes. In addition, the Expected Engineering Volumes shall be linked to the estate volume of 29,600 counters (or as per the average number of counters during the Engineering Reference Period). If the actual estate size varies materially (+/- 1%) between the volume agreed by reference to the Engineering Reference Period and the period associated with the actual engineering visits measurement, an appropriate adjustment will be made to the Expected Engineering Volumes.

5.12.6 At the end of each 3 month period following termination of the Service Desk Service, the parties shall total the actual Engineering Service visits to Branches, this sum being, subject to paragraph 5.12.10 below the "Actual Engineering Visits"

5.12.7 Should Actual Engineering Visits be greater than the upper threshold for the Expected Engineering Volumes for that 3 month period, Post Office shall pay Fujitsu Services a sum equivalent to credits as detailed in paragraph 5.12.9 below for each Engineering visit to a Branch above the upper threshold.

5.12.8 Should Actual Engineering Visits be lower than the lower threshold for the Expected Engineering Volumes for that month , Fujitsu Services will credit Post Office as detailed in paragraph 5.12.9 for each Engineering visit to a Branch below the lower threshold.

5.12.9 For each additional visit over and above the Upper Threshold (108%) for the 3 month period, Fujitsu Services shall be entitled to charge £125 per visit. In the event that the number of visits made in that 3 month period is below the Lower Threshold (92%), Fujitsu Services shall give a credit to the Post Office of £100 per visit. Additional charges and credits shall be applied to the operational charge invoice and Fujitsu Services shall provide supporting information.

5.12.10 For the avoidance of doubt, Actual Engineering Visits shall be based on:

a) the number of incidents passed from the Next Supplier of the replacement Service Desk to the Engineering Service; and

b) the proactive incidents logged by Fujitsu Services (i.e. Bad blocks on Hard Disc drives), but in this latter category these shall be limited to no more than 100 visits per month. If the actual volume of proactive incidents logged by Fujitsu Services is greater than 100, only 100 will be counted in the actual Engineering Service visits to Branches volumes for that month.

The following will be excluded from the measure of actual Engineering Service visits to Branches:

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i) any agreed user self-fix incidents that do not require an engineer to attend the Branch, provided the Service Desk identifies them, and does not pass them to Fujitsu Services' engineering queue;

ii) any repeat visits to Branches with respect to the same recorded incident; and/or

iii) any engineering visits due to issues, or incidents arising from unexpected failure across the branch network of a hardware component due to age that exceeds a 50% degradation in the MTBF rates (such rates determined by reference to the MTBF rates occurring immediately prior to termination of the Service Desk Service), save where such degradation in the MTBF rate can be directly attributed to circumstances linked to a change introduced at the request of Post Office whereupon such additional failures (over and above the MTBF rate + 50% degradation) shall be included in the calculations.

5.12.11 From the date that the Expected Engineering Volume becomes effective the charges to Post Office in respect of MTBF excess visits shall cease to apply.

5.12.12 Paragraph removed by CCN1616b

6 ADDITIONAL OPERATIONAL CHARGES

Additional Charges in respect of the Data Centre Operations Service

6.1 a) As an additional monthly Charge for the Data Centre Operations Service, if the number of SAP Basis Calls per month exceeds ten, Post Office shall pay to Fujitsu Services £223.17 for each such SAP Basis Call in excess of ten per month.

b) In the event that the parties agree that the Oracle database shall no longer be within Oracle support then the monthly Charge for the Data Centre Operations Service shall be uplifted by £30,000 per month and in the event that there is an Incident involving the Oracle database, support shall be provided by Fujitsu Services on reasonable endeavours (and as such Service Levels to the extent applicable will not apply) and time and materials basis in accordance with the Rate Card where Fujitsu Personnel are used and in accordance with Oracle's then current standard published rate card (or cheaper) where assistance is required from Oracle. Oracle's position on support is likely to evolve and future direction will form part of the jointly agreed technology roadmap as described in Clause 10.9.

Additional Charges following termination for convenience

6.2 If Project HNG-X is terminated pursuant to (i) Clause 47.15, but only as a consequence of the Agreement terminating pursuant to Clause 47.4 or 47.7, or (ii) Clause 47.11.2, Post Office shall pay to Fujitsu Services, in respect of the period (if any) between 31 March 2010 and the earlier of termination or expiry of this Agreement an amount equal to:

6.2.1 the costs incurred by Fujitsu Services in respect of hardware and/or software maintenance and support additional to those allowed for in the Charges plus

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margin thereon, calculated together by multiplying such costs by 100 divided by 78; and

6.2.2 the costs incurred by Fujitsu Services in respect of additional hardware, software or other equipment required in the Data Centres plus margin thereon, calculated together by multiplying such costs by 100 divided by 95,

in each case where such maintenance, support, hardware, software or equipment is necessary in Fujitsu Services' reasonable opinion for the provision of Services in accordance with this Agreement. All such costs shall be subject to Open Book verification (which, in the case of paragraph 6.2.1, shall be by reference to HNG-X Baseline Open Book Information), and shall be invoiced by Fujitsu Services in accordance with Schedule D2 after such verification has been undertaken.

6.3 Paragraph removed by CCN1612b

6.3.1 Not Used

6.3.2 Not Used

6.3.3 Not Used

6.4 Paragraph removed by CCN1612b

6.5 Paragraph removed by CCN1612b

6.6 Paragraph removed by CCN1612b

6.7 IBM Credence Software

The IBM Credence Software shall be charged (excluding VAT) as follows:

- March 2010 £119,565
- October 2010 £122,434.56
- October 2011 £122,434.56
- October 2012 £134,470.37
- October 2013 £138,638.95

In addition, a support charge of £810.27 per month will be chargeable from 1st December 2009 to 31 March 2015. For software maintenance for the period after 31st March 2015, save for facilitating the purchase of software for the benefit of Post Office under CT1792, Fujitsu shall have no responsibility whatsoever for ensuring that further annual software subscriptions and support renewals for the IBM Credence software set are kept active and in force. In addition, any Fujitsu resource incurred in assisting in the resolution of any queries or disputes in

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connection with the IBM Credence software set that may arise shall be managed and charged via the Change Control Procedure.

In the event that Post Office wish to further renew the software via Fujitsu or novate the existing software from Fujitsu then this shall be agreed and managed via the Change Control Procedure.

It was agreed for the extension of the Credence/ MDM Service beyond 31st March 2015 that the ongoing charges in relation to the IBM Credence Software (for those licence products and volumes that were procured from Fujitsu for the use by Credence in 2009) have been included in the parallel-run charges for the initial infrastructure as contained in the final version of CT1778 'Credence / MDM Infrastructure Tech Refresh' and any required continuation changes until the software is uninstalled.

The ongoing charges for IBM Credence Software (for those licences procured in CT1778 'Credence / MDM Infrastructure Tech Refresh') have been included in the Operational Charges for the Credence/ MDM service from 1st April 2015.

6.8 In full and final settlement of any cause of action that at the date of signature of CCN 1268 Post Office may have against Fujitsu Services arising from Project HNG-X not having been delivered in accordance with the timescales under the HNG-X Programme Plan in its agreed form prior to signature of CCN 1268 (but no other cause of action), which settlement (for the avoidance of doubt) does not preclude adjustments (as agreed between the parties from time to time) to these terms in the event that the plan is further amended, Fujitsu Services shall pay to Post Office each month, between October 2009 and February 2010 inclusive, the sum of £1 million (exclusive of VAT). This shall be in the form of a credit note which will be offset against the total Operational Charges invoiced for the relevant month. The credit note shall not operate so as to reduce the aggregate amount of the Operational Charges calculated in respect of the relevant Financial Year thus triggering margin protection payments by Post Office pursuant to paragraph 3.1 of this Schedule D1.

6.9 Paragraph removed by CCN1616b

6.10 Not Used

6.11 Not Used

6.12 Decommissioning Activities

6.12.1 POLSAP Hosting Infrastructure Decommissioning

6.12.1 The one time fixed Charge for Fujitsu Services to decommission the POLSAP Hosting Infrastructure on expiration or earlier termination of the POLSAP Hosting Service and any residual run costs is £120,000, however the parties agree to have further discussions relating to the scope and approach of decommissioning prior to the Post Office serving notice of termination, these discussions may enable a reduction in the fixed Charge of £120,000. The Parties acknowledge that Fujitsu Services' current bottom up planning for

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these activities indicate a cost of £140,000 that is being discounted by £20,000 by Fujitsu Services. The decommissioning tasks will comprise:

1. Logical
    1. Software / operating system deletion
    2. Network (router, switches, firewalls, load balancer) configuration updates
    3. Storage configuration updates
    4. Systems management configuration updates (monitoring, backups, anti-virus)
    5. Updates to other retained HNG-X components
    6. Formal release of updated HNG-X batch schedules
2. Physical removal of surplus servers, storage and cabling
1. Secure disposal of surplus equipment
2. Document updates, work instructions and KELs
3. Residual hosting costs until the infrastructure is decommissioned
4. All other activities reasonably required of Fujitsu Services in order to close down and end the Services which have been extended by CCN1644a. For the avoidance of doubt any migration activities required to effect the transfer of the Credence/MDM platform from the current Fujitsu Services hosted environment to a Next Supplier's hosting environment are not included within the decommissioning activities and therefore any charges for such migration activities are not included decommissioning Charges set out in this CCN.

6.12.2 The £120,000 fixed Charges specified for decommissioning activities above will be invoiced as follows:

(i) fifty percent (50%) of those Charges upon expiry of the forty five day notice period to terminate the POLSAP Hosting Service (as may be extended by agreement due to a change freeze) or on 31st March 2019, whichever is the earlier; and

(ii) fifty percent (50%) of those Charges upon Fujitsu Services' deemed completion of the POLSAP decommissioning activities (i.e. the applicable acceptance criteria have been met). The parties shall use reasonable endeavours to seek to agree suitable acceptance criteria to apply to the decommissioning activities within 10 Working Days of the first invoice trigger date described in sub-paragraph 6.12.2 (i) above.

6.13 Operational Business Change (Branch Change) Restructure Charge

£185,000 (excluding VAT) is chargeable in March 2018.

Fujitsu Services shall restructure its Operational Business Change (Branch Change) Service delivery resources with effect from the 1st April 2018 to enable Fujitsu Services to reduce the Operational Business Change (Branch Change) Service Operational Charges, which will apply with effect from 1st April 2018.

Post Office commit to a minimum spend commitment of £360,000 (excluding VAT and not subject to contractual indexation provisions) against the OBC Call-Off Service in the period 1st April 2018 to 31st March 2023.

7 CHARGES FOR THE CALL-OFF SERVICES

Operational Business Change (Branch Change) Service

7.1 Post Office shall pay Fujitsu Services for the Operational Business Change (Branch Change) Service at the prices set out in, as applicable in accordance with the provisions of Schedule B3.1, the CCD entitled "Operational Business Change – Branch, Service

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Descriptions and Schedule of Service Prices" (CS/PDN/015) or the CCD entitled "Operational Business Change (Branch Change) Service: Service Description" (SVM/SDM/SD/0014). Fujitsu Services shall invoice such Charges on a quarterly basis in arrear. In respect of each month until 31 March 2015, for the purposes of applying the monthly pre-paid amounts referred to in paragraph 5.2, Fujitsu Services shall set out within each such invoice, the Charges payable for Operational Business Change (Branch Change) Service in each month in that quarter.

7.2 Not Used

Message Broadcast Service

7.3 In respect of the Message Broadcast Service, Post Office shall pay to Fujitsu Services:

7.3.1 during the period that the CCD "Message Broadcast: Service Description" (CS/SER/004) is effective in accordance with the provisions of Schedule B3.1, £148.96 per message plus 1 pence per Branch to which it is successfully delivered as requested; and

7.3.2 during the period that the CCD "Message Broadcast Service: Service Description" (SVM/SDM/SD/0018) is effective in accordance with the provisions of Schedule B3.1 £168.68 per message.

Training Counter Update Service

7.4 Off-line upgrades to Old CTO Configurations shall be provided as follows:

7.4.1 Fujitsu Services shall provide ad hoc software and related reference data upgrades to Old CTO Configurations. For the avoidance of doubt Head Office Counter Positions do not require off-line upgrade.

7.4.2 Post Office shall provide Fujitsu Services with not less than 13 weeks written notice of a requirement to deliver a new software and related reference data build to Old CTO Configurations. Post Office may request this service up to four times per Financial Year, provided that a request is not made before implementation of the previous build is complete.

7.4.3 If notice is given by Post Office in accordance with paragraph 7.4.2, Post Office and Fujitsu Services shall agree which elements, as set out in the CCD entitled "Counter Training Offices Strategy" (IM/STR/056), shall form part of the required software and reference data build.

7.4.4 The software upgrade shall be carried out in accordance with the CCD entitled "Counter Training Offices Strategy" (IM/STR/056).

7.4.5 The price that shall be paid by Post Office to Fujitsu Services for the Training Counter Update Service for each upgrade of Old CTO Configurations shall be the aggregate of:

- a fixed charge of £48,751.04;

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- a variable charge of £24.90 multiplied by the number of terminals being upgraded; and

- a variable charge of £166.30 multiplied by the number of locations (if any) in excess of 47 locations at which upgrades are to be carried out.

Additional Charges in respect of the Data Centre Operations Service

7.5 As an additional Charge for the Data Centre Operations Service, Post Office shall pay Fujitsu Services for PODG Client File Re-Send Service at the prices set out in, as applicable in accordance with the provisions of Schedule B3.1Annex A to the CCD entitled "Service Description for Data Centre Operations Service" (SVM/SDM/SD/0003).

Additional Charges in respect of the Reference Data Management Service

7.6 As an additional Charge for the Reference Data Management Service, Post Office shall pay Fujitsu Services for:

7.6.1 Client Take-On Service at the prices set out in, as applicable in accordance with the provisions of Schedule B3.1, the CCD entitled "Service Description for AP Client Take-On Service" (CS/SER/011). Charges for additional ad-hoc services are stated in Table 1 below, and any change to these (other than by application of RPI in accordance with paragraphs 16.1 and 16.2 of Schedule D1 of the Agreement) shall be undertaken through the Change Control Procedure

Table 1

	Charges for Financial Year ending 31/03/20	**Fixed charge per request**
A	Ad-hoc Client Take on Facility: full cycle including regression	£388.63
B	Ad-hoc Client Take on Facility: cycle less regression	£2779.08
C	Ad-hoc Client Take on Facility: regression only	£1112.35
D	Ad-hoc Client Take on Facility: test file only	£1,866.97

7.6.2 AP Client Delivery Agreement Change Service at the prices set out in, as applicable in accordance with the provisions of Schedule B3.1, the CCD entitled "Service Description for AP Client Delivery Agreement Change Service" (CS/SER/012) or Charges for Service Requests are stated in Table 2 below, and any change to these (other than by application of RPI in accordance with paragraphs 16.1 and 16.2 of Schedule D1 of the Agreement) shall be undertaken through the Change Control Procedure

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Table 2

	Charges for Financial Year ending 31/03/20	Fixed charge per request
A	Service request (other than an interface transfer) for a Santander Client	£933.47
B	Service request (other than an interface transfer) for a Non-Santander Client	£1,866.97
C	Service request to transfer a Client to a different Agent Interface	£1,866.97

7.6.3 Requests for reference data Support of SV&I Test Rigs for Horizon pursuant to the CCD entitled "Reference Data Management Service: Service Description" (SVM/SDM/SD/0013) shall be priced on the following basis:

Post Office shall pay Fujitsu Services £1,464.18 per request

Horizon Icon Service

7.7 If Post Office require additional icons to be included in new Releases for (i) the Horizon Service Infrastructure or (ii) the elements of the Horizon Service Infrastructure used during the Roll Out Phase, the price that Post Office shall pay to Fujitsu Services for such icons shall be as set out in the CCD entitled "Horizon Icon Service Prices" (CS/PDN/019).

New Extract Definition Requests

7.8 If Post Office requests New Extract Definitions pursuant to the CCD entitled "APOP Definition" (BP/SPE/046) the price that Post Office shall pay to Fujitsu Services for each such New Extract Definition provided shall be £5,911.80.

7.9 If Post Office requests additional or amended receipt templates for Horizon pursuant to the CCD entitled "Receipt Template Service: Service Description" (SVM/SDM/SD/0022) the price that Post Office shall pay to Fujitsu Services for such receipt templates shall .be:

-For each new template - £2841.40
-For each major amendment - £1420.71
-For each minor amendment - no charge.

Note: These charges are baselined at April 2019

Payment Cardholder Environment (PCI) Penetration Testing

7.10 The unit price per Penetration Test carried out by Fujitsu, in accordance with the scope described under the Security Management Service: Service Description referenced SVM/SDM/SD/017, is £29,908.44. Should changes be made to the Cardholder Environment the unit charge shall be revised and agreed in accordance with the Change Control Procedure.

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7.11 Work will be completed within 8 weeks from the date Fujitsu receive a Purchase Order for carrying out a Penetration Test.

PODG Client Connection Service

7.12 Post Office shall pay Fujitsu Services for the PODG Client Connection Service at the prices set out below in accordance with the provisions of Schedule B3.1 and Annex C to the CCD entitled " Data Centre Operations Service: Service Description" (SVM/SDM/SD/0003).

Description of Change	Charges
OBC102 - Route changes without security or network changes	£3,310.46 per route
OBC103 - Route changes with security changes	£5,116.17 per route
OBC104 - Security changes	£1,805.71 per security credential set
OBC105 - Route changes with network changes	£5,718.07 per route
OBC106 - Addition of new End Points	£9,630.43 per end point
OBC107 - Addition new End Points with associated UAT	£15,047.55 per end point
OBC108 - Removal of Routes	£1,324.18 per route
OBC109 – Removal of End Points	£3,611.41 per end point
OBC110 – Removal of Routes and associated End Points	£4,213.32 per end point with route
OBC111 - Ad Hoc changes Password reminder File Re-send Back up data transfer One off DOS and UNIX file format conversion	£601.90 per each type of change

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OBC112 - Non Standard Changes	Hourly rate priced in accordance with the rates in Schedule D1, section 10.4

For the avoidance of doubt, addition of new End Points with ISDN network type is out of scope of the PODG Client Connection Service.

7.13 Post Office shall pay Fujitsu Services a charge, calculated on a Time and Material basis using the rates in Schedule D1, section 10.4, if a request under the PODG Client Connection Service is cancelled or paused for 3 months or more due to Fujitsu Services waiting for input or clarification from Post Office on one or more items causing work to be paused.

Additional Charges in respect of the Service Management Service

7.14 As an additional Charge for the Service Management Service, Post Office shall pay Fujitsu Services for the Training Controls Disablement and Re-Enablement Service. Each Request to Disable Training Controls received and acted upon will be subject to a Charge of £3,673.87* per request. For the avoidance of doubt, Requests to Re-Enable Training Controls will not be subject to any further Charges.

* £3,673.87 is the figure for the Financial Year ending March 31st 2019 and will be uplifted annually by RPI as per paragraph 16 of the Schedule D1.

8 PARAGRAPH REMOVED BY CCN1610

Superstock Service Charges

8.1 Not Used

8.2 Not Used

9 CHARGES FOR THIRD PARTY MANAGEMENT SERVICES

9.1 Subject to paragraphs 9.2 and 9.3, the Charges payable by Post Office to Fujitsu Services for the provision of the Third Party Management Services shall be agreed under the Change Control Procedure in respect of each third party that the Parties agree shall be managed by Fujitsu Services as part of that Service.

9.2 In the event of Partial Termination of any Terminable Service pursuant to Clause 47.10.1 or 47.10.2 and the Parties agree or Post Office directs (where Post Office is entitled to direct pursuant to paragraph 2.5 of Schedule E) that Fujitsu Services shall be responsible for the management of the provision by a third party to the Post Office of services equivalent to that Terminable Service, the Charges which shall be paid by Post Office to Fujitsu Services for the provision of the Third Party Management Service in respect of such equivalent services shall, subject to paragraph 9.3, be equivalent to the Service

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Management Element which would have been payable had that Terminable Service not been terminated.

9.3 In the event that Partial Termination of any Terminable Service occurs pursuant to Clause 47.10.1 or 47.10.2 and the specification of the third party services (if any) that Fujitsu Services is directed by Post Office or agrees to manage as part of the Third Party Management Service is different to the specification that applied to that Terminable Service as referred to in Schedule B3.1, the Charges payable by Post Office under paragraph 9.2 shall be increased by an amount equivalent to the Interface Operational Costs reasonably incurred by Fujitsu Services which would not have been incurred but for such differences in specification plus margin thereon calculated by multiplying such Interface Operational Costs by 22 divided by 78 or, in the case only of network connections provided by a third party, 5 divided by 95.

10 CHARGES FOR DEVELOPMENT SERVICES

Pre-Paid Development Charges

10.1 In consideration of the provision by Fujitsu Services of the Development Services, Post Office shall pay to Fujitsu Services on the first day of each month an amount equal to one twelfth of the amount set out in the following Table in respect of the Financial Year in which such month falls.

Pre-paid Development Charges (£ millions) in Financial Years ending 31 March:								
2007	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**
6.7	5.53	4.62	4.66	0	0	0	0	0

10.2 Each monthly payment made in accordance with paragraph 10.1 shall be available to Post Office as a credit to offset against the following Charges due that month:

10.2.1 firstly against the Charges for HNG-X Development and Associated Change Development (if any due that month in accordance with the provisions of Schedule D8); and

10.2.2 secondly, if any balance of such payment remains, against the Charges due that month for any Development Services (but not the SIP) undertaken by Fujitsu Services pursuant to a Work Order.

10.3 If any balance of such payment remains after the amounts applied in accordance with paragraphs 10.2.1 and 10.2.2, such balance shall not, subject to paragraph 12.2 of this Schedule D1 and paragraph 2.6 of Schedule D8, be offset against any other Charges nor shall it be carried forward.

Development Resources

10.4 Unless otherwise agreed,

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a) for all CTs agreed up to and including 31st March 2016, if Post Office requires Fujitsu Services to provide resources for Development Services pursuant to Schedule B1.1, Post Office shall pay Fujitsu Services for such services on a time-cost basis according to the following rates including where such resources fall within the Core Team:

Grade	Rate per hour On Shore	Rate per hour Near Shore	Rate per hour Offshore (India)
Systems Engineer	£83.38	£98.19	£37.86
Senior System Engineer	£100.85	£101.94	£40.06
Lead System Engineer	£118.65	£109.44	£43.79
Unit Leader	£133.29	£128.36	£60.77
Consultant (including SAP Consultant)	£153.38	Not applicable	Not applicable
Senior Consultant, Manager	£171.54	Not applicable	Not applicable
Senior Manager, Principal Specialist	£201.51	Not applicable	Not applicable
Exit Manager	£171.54	N/A	N/A
Transition Director	£201.51	N/A	N/A

b) For all CWOs and CTs agreed from 1st April 2016, the above rate card shall be replaced with the Rate Card detailed below.

Grade	Rate per day* On Shore	Rate per day* Offshore (India)
Systems Engineer	£590	£313
Senior System Engineer	£713	£378
Lead System Engineer	£838	£404

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Grade	Rate per day* On Shore	Rate per day* Offshore (India)
Unit Leader	£943	£521
Consultant (including SAP Consultant)	£1084	Not applicable
Senior Consultant, Manager	£1,214	Not applicable
Senior Manager, Principal Specialist	£1,738	Not applicable
Exit Manager	£1,214	N/A
Transition Director	£1,738	N/A

* The per day basis is calculated by reference to 7.4 hours for on-shore and 8 hours for off-shore. Any per hour work shall be pro-rated accordingly.

The Rate Card detailed in paragraph b) (applicable from 1st April 2016) is specified at the prices applicable in February 2019 and as such shall be subject to indexation in accordance with paragraph 16.4 prior to it becoming effective as well as for each Financial Year thereafter.

Core and Standing Teams to 31st March 2015

10.4A During the period up to 31st March 2015, where members of the Inner Core Team, Outer Core Team and Standing Team are retained on the contract full time for an extended period for development work other than POLSAP or SIP (which already attract discounts), the following discounts shall apply retrospectively to the date of CCN1271c or the date they commenced the development work, whichever is the later.

Discounts shall be calculated for all the Inner Core Team, Outer Core Team and Standing Team personnel and the discount calculations for each year shall be presented to the Demand Planning Board each March for agreement.

For the Inner Core Team only, in recognition of the commitment of the team through to the end of the Agreement, the anticipated final discount level shall be refunded annually. In the event that eligibility for the Inner Core final discount ceases, then Post Office shall repay all sums previously refunded by Fujitsu Services against that discount at the end of the year at the time the other discounts are reconciled.

Payments of the agreed discount sum to Post Office shall be made on the April monthly invoice each year as a credit (or via a cheque where the monthly operational charges are insufficient or are no longer due). Discounts are only applied against standard UK rates; there is no discount on Near Shore or Offshore rates. Where a post is discontinued, or personnel replaced, at Post Office's request (except where personnel are replaced under

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paragraph 3c of Annex 3 to Schedule A2), the eligibility for discount will be frozen at the point of leaving the post or its discontinuance. If personnel are absent temporarily for personal, sickness or Fujitsu Services requested reasons, the eligibility for discounts shall not be affected by the absence.

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DISCOUNTS

Length of Service	Inner Core	Outer Core	Standing
0 up to 12 months	0%	0%	0%
12 up to 36 months	0%	4.5%	4%
36 up to 60 months	0%	8%	6%
60 months or greater	18%	12%	8%

Core and Standing Teams from 1st April 2015

10.4B During the period from 1st April 2015, the following charging structure will apply in respect of the Inner Core Team and the Outer Core Team:

10.4B.1 Each full time post for the Inner Core Team shall be charged at the Rate Card rate. From 1st April 2015 until 31st March 2016, subject to Clauses 10.4B.2 and 10.4B.3, a discount of 18% of the total amount charged for the Inner Core Team shall be calculated on a monthly basis and applied as a credit to the Operational Charge. CCN1600 introduced a new Rate Card effective from 1st April 2016 with discounted rates.

10.4B.2 In the event that Post Office removes a full time post from the Inner Core Team, the following will apply:

(a) As set out in paragraph 12 of Annex 3 to Schedule A2, where Post Office removes any or all full time posts from the Inner Core Team by notice in writing, on or prior to 30th September 2014, there shall be no additional charge.

(b) Where Post Office removes a full time post from the Inner Core Team after 30th September 2014 but prior to 1 April 2016, Post Office shall pay to Fujitsu Services a sum equivalent to the 18% discount applied in respect of such full time post in a six month period. This amount shall be invoiced by Fujitsu Services as a one off additional charge for the month in which the full time post is removed from the Inner Core team.

(c) Not Used

10.4B.3 In the event that Post Office provides notice to increase the Inner Core Team in accordance with paragraph 11.3 of Annex 3 to Schedule A2 between 1st April 2015 and 31st March 2016 inclusive, the 18% discount shall only apply 3 full months after the resource is added to the Inner Core Team. For the avoidance of doubt, this paragraph 10.4.3B shall not apply if Post Office provides notice to increase the Inner Core Team in accordance with paragraph 11.3 of Annex 3 to Schedule A2 on or before 31st March 2015.

10.4B.4 Paragraphs 10.4B.1, 10.4B.2 and 10.4B.3 above will not apply in the event that the Inner Core Team is terminated by Post Office in accordance with paragraph 12 of Annex 3 to Schedule A2.

For the Outer Core Team the discount structure during the period 1st April 2015 to 31st March 2016 is based upon the following table:

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Committed monthly spend (made by Post Office 3 months in advance)	Discount
>£150,000	1%
>£200,000	2%
>£250,000	3%
>£350,000	4%
>£500,000	5%

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The following shall also apply to the Charging for the Outer Core team:

(i) The default pre-committed monthly Charge for the Outer Core team shall be £150,000.

(ii) Post Office shall confirm its committed monthly spend and the mix of skills in this team 3 months in advance of the month to which it wishes to apply the discount. In order to qualify for the discount, the Post Office shall provide its projected spend for 1st April 2015 to 30th June 2015 on or before 31st December 2014.

(iii) Fujitsu Services shall apply the discount applicable to the committed monthly spend in each monthly invoice.

(iv) Save with respect to the period April 2015 to June 2015 (inclusive) should Post Office fail to commit to a monthly spend 3 months in advance or separately fails to meet monthly committed level of spend they will lose the discount for that and the previous 2 months. In the event that Post Office fails to meet its monthly committed level of spend in April 2015, May 2015 or June 2015, it shall only lose the discount for that month. In both cases, this shall be invoiced by Fujitsu Services as a one off additional charge for the month in which the committed monthly spend is not achieved.

(v) Post Office shall receive an additional 1% discount to the Rate Card for each additional 6 month period that Post Office, in advance, makes a committed monthly spend. For example, if Post Office were to commit to spend £500,000 per month from 1st April 2015 to 31st March 2016 it would be entitled to a discount of 9% on the rates set out in the Rate Card. In order to receive this discount, Post Office must give the commitment at least 3 months prior to the first day of the committed period. So, for example, in order to receive the total discount for 2 years commitment Post Office shall be required to make this commitment by 31st December 2014.

(vi) There are no individual resource rate card reductions in addition to this mechanism.

10.5 The Development Charges shall be due for payment monthly in arrears.

10.6 The Charges calculated in accordance with paragraph 10.4 in respect of work undertaken for that day by each of the roles below shall not exceed the rates per day set out in the table in paragraph 10.4B of Schedule D1:

10.6.1 Consultant;

10.6.2 Senior Consultant Manager or Exit Manager and

10.6.3 Senior Manager, Principal Specialist or Transition Director.

10.7 Fujitsu Services will be entitled to be reimbursed by the Post Office for all reasonable expenses incurred by it in providing Development Services, including (without limitation) travel and subsistence expenses. Fujitsu Services shall notify Post Office in advance of any unusual anticipated expenses, such as international travel.

10.8 Fujitsu Services shall, unless otherwise agreed, be entitled to charge for materials, equipment, licences, support and other third party charges reasonably incurred by Fujitsu Services in performing Development Services so as to make a 10% margin in relation to those bought in elements of Fujitsu Service Cost (which for this purpose shall not include any Fujitsu Services labour costs).

Credits relating to HNG-X Development

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10.9 An amount equivalent to £5,600,000 (exclusive of VAT) in aggregate shall be available to Post Office as a credit to offset against the Charges for Operational Services. Of that £5,600,000:

10.9.1 £2,133,333.33 shall be available upon signature of the POLSAP Phase 1 Live Service CCN.

10.9.2 £1,733,333.33 shall be available upon signature of the Test Rig CCN (Infrastructure including CIT, SV&I and INT Rigs).

10.9.3 £1,733,333.33 shall be available upon signature of the HNG-X Release 2 bundle (inclusive of the component Commercial Terms (CTs) for each individual change plus the overall 'wrapper' CCN authorising the release as a whole and the CCN authorising the on-going service charge adjustments).

The above credits (in paragraphs 10.9.1 to 10.9.3 inclusive) not being dependent upon the actual value of the CTs or CCNs. The credits shall each be made available to Post Office to offset against the first monthly invoice for total Operational Charges following the date of signature of the relevant CCN. The Margin Protection adjustment shall not operate to reduce the full value of the credits above.

New Business after initial HNG-X release

10.10 Post Office commits to procuring from Fujitsu Services further HNG-X releases and /or other new business agreed from time to time (after the initial HNG-X release) to a minimum value of £13.25 million including, but not necessarily limited to, Infrastructure and the Wrappers in the table below, although it is recognised that formal CCNs/CTs cannot be signed until the content of such CCNs/CTs is agreed.

New business
HNG-X Infrastructure (CIT, SV&I, INT Rigs)
HNG-X R2/R3/R/4 (i.e. further releases after the initial HNG-X release)
HNG-X R4/R5 Wrappers CT

Fixed Price Basis

10.11 If a fixed price basis is used for Development Services, Fujitsu Service Cost may include a level of contingency and the fixed price will be assessed and agreed in advance on an Open Book basis as set out in Schedule D4.

Gain Share

10.12 Gain Share may apply in relation to the provision of Development Services in accordance with the principles set out in Schedule D3.

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11 SIP CHARGES

11.1 Unless otherwise agreed, if in any Financial Year Fujitsu Services provides members of the SIP Team pursuant to Schedule B1.2, Post Office shall pay Fujitsu Services for such provision on a time-cost basis, being rates equal to the cost to Fujitsu Services (on a break-even basis) of employing the relevant individuals, taking into account for the purposes of calculating that cost any averaging required where the relevant individual's grade encompasses more than one professional community grade within Fujitsu Services' organisational structure. Such cost shall be certified by Fujitsu Services in accordance with paragraph 1.5 of Schedule D4.

11.2 During the Financial Year 2006/7 the charges for each grade of Fujitsu Services staff in the SIP shall, unless paragraph 11.4 applies, be calculated according to the rates for non-committed resource set out in the following table:

Grade	Rate per working day (non-committed resource) On Shore	Rate per working day (committed resource) On Shore
Systems Engineer	Not applicable	Not applicable
Senior System Engineer	Not applicable	Not applicable
Lead System Engineer	Not applicable	Not applicable
Consultant, Unit Leader	£487.13	£444.14
Senior Consultant, Manager	£632.87	£575.64
Senior Manager, Principal Specialist	£799.86	£728.05

11.3 The number of hours charged in accordance with paragraph 11.2 for any individual for any day shall not exceed 7.4

11.4 The rate per working day for the relevant grade of committed resource in the table above shall apply in respect of each Fujitsu Services SIP Team Member of that grade where Post Office notifies Fujitsu Services by 30 September 2006 that it will commit to utilising the specified role in which an individual of that grade is engaged for at least 100 days of the remainder of Financial Year 2006/7. If by the end of Financial Year 2006/7 Post Office has not utilised that specified role for 100 days or more, the charges for the individual

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performing that role shall be recalculated using the applicable rate for non-committed resource and Post Office shall pay to Fujitsu Services an amount equal to the difference.

11.5 The Charges for resources for the SIP shall become due for payment monthly in arrear.

11.6 The rates for each grade set out in the table in paragraph 11.2 shall be varied in each subsequent Financial Year to reflect the costs to Fujitsu Services referred to in paragraph 11.1 (the component elements of which costs are as set out in the table "Breakdown of Day Rate Calculation – Example Grades" referred to in paragraph 2 of the CCD entitled "HNG-X Baseline Open Book Information" (COM/MGT/PRO/0002)) for that Financial Year as applicable in respect of each such grade, taking into account any averaging required where that grade encompasses more than one professional community grade within Fujitsu Services organisational structure. For the purposes of the rates for each grade of committed resource in the table in paragraph 11.2, such variation shall be on the basis that Post Office commits at the beginning of the Financial Year to utilising that grade of resource for 204 days in that Financial Year. Paragraph 11.4 shall apply in respect of each Financial Year after 2006/7 with the necessary changes deemed to be made to it to reflect such 204 day commitment applying from the beginning of the Financial Year rather than the 100 days referred to applying from September 2006.

11.7 In each case where a Fujitsu Services SIP Team Member is unable to perform a specified role due to illness, injury or any other reason outside Post Office's control, the number of days for which he is unable to perform that role shall be deemed to be included within a period of utilisation of that role for the purposes of determining whether Post Office has not utilised a specified role.

12 CHARGES FOR TRANSFER SERVICES

12.1 Post Office shall pay Fujitsu Services for all Transfer Services provided in the event of Partial Termination, termination of Project HNG-X, termination of the Agreement or expiry of the Agreement on a time-cost basis according to the rates set out in the Table in paragraph 10.4 (but subject to paragraph 10.6) and on the basis set out in paragraph 10.5.

12.2 If Transfer Services are provided prior to 31 March 2010, any unused balance at the end of each month of the pre-payment referred to in paragraph 10.3 may, at Post Office's option, be offset as a credit against the Charges due that month for such Transfer Services in accordance with paragraph 12.1.

12.3 Fujitsu Services' Charges in respect of materials and expenses in connection with the provision of Transfer Services shall be calculated in the same way as they are calculated for Development Services as set out in paragraphs 10.7 and 10.8.

13 CAPACITY ADDITIONS

13.1 The capacity planning and performance and volume monitoring carried out as part of the Service Management Service may from time to time identify that forecast volumes of Post Office business are likely to exceed those allowed for and the consequent need to add capacity to an element of the HNG-X Systems so as to maintain Fujitsu Services' capability to achieve Service Levels.

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13.2 Such additions will be supported by analysis carried out in accordance with the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033) and be subject to the Change Control Procedure.

13.3 Fujitsu Services shall be entitled to recover from Post Office its reasonably incurred, increased direct costs and expenses of performing its obligations under this Agreement to the extent that such increased direct costs and expenses were the result of a Design Limit being exceeded. Fujitsu Services shall use all reasonable endeavours to mitigate the amounts payable in accordance with this paragraph and shall provide an Open Book statement of such increased direct costs and expenses incurred for approval by Post Office, such approval not to be unreasonably withheld.

13.4 Other enhancements to the HNG-X System may be required from time to time in accordance with the Work Ordering Procedure or Change Control Procedure, as applicable. Unless otherwise agreed, the pricing principles are as follows:

13.4.1 Fujitsu Services shall be entitled to Charge for the work undertaken by it in relation to such enhancements on the time and materials basis set out under the heading "Development Resources" in paragraph 10.4 (but subject to paragraph 10.6).

13.4.2 If a fixed price basis is to be used in relation to such work, such fixed price will be assessed and agreed between Post Office and Fujitsu Services in advance on an Open Book basis. In arriving at such fixed price, Fujitsu Services shall be entitled to include a level of contingency above Fujitsu Service Cost.

13.4.3 As an alternative to the charging mechanisms described in this paragraph, Gain Share may be considered in accordance with the principles of Schedule D3.

14 PIN PADS AND PAYPOLE PROCUREMENT

14.1 Paragraph removed by CCN1616b

14.2 Paragraph removed by CCN1616b

14.3 Paragraph removed by CCN1616b

14.4 Paragraph removed by CCN1616b

Additional PIN Pads and PIN Pad OBC Stock

14.5 Until 31st March 2015, in the event that the PIN Pad OBC Stock is reduced to 100 PIN Pad Units or less, Fujitsu Services shall notify Post Office of such in writing or by email.

14.6 Post Office shall within five Working Days of receipt of such notification from Fujitsu Services confirm to Fujitsu Services in writing or by email (a "PIN Pad OBC Stock Notice") whether or not it requires Fujitsu Services to increase the PIN Pad OBC Stock.

14.7 Where Fujitsu Services receives a PIN Pad OBC Stock Notice stating that the PIN Pad OBC Stock should not be increased, Fujitsu Services shall be relieved of its obligations

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to supply and install PIN PADs set out in either of the CCDs entitled "Fujitsu Services/Post Office Ltd Operational Business Change - Branch Interface Agreement" (CS/IFS/003) or "Operational Business Change (Branch Change) Service: Service Description" (SVM/SDM/SD/0014) to the extent that it does not have the necessary PIN Pad OBC Stock. Such relief shall apply until Fujitsu Services receives the required PIN Pad Units to be added to PIN Pad OBC Stock (following written notification from Post Office to Fujitsu Services that it requires Fujitsu Services to increase the PIN Pad OBC Stock).

14.8 Where a PIN Pad OBC Stock Notice requires Fujitsu Services to augment the PIN Pad OBC Stock, Fujitsu Services shall procure the required number of PIN Pad Units and shall use reasonable endeavours to do so within 100 days of receipt of the PIN Pad OBC Stock Notice.

14.9 Fujitsu Services' Charge for each additional PIN Pad Unit procured shall be £454.72 and shall become due for payment upon delivery of such PIN Pad Unit. This Charge is subject to the proviso that each PIN Pad OBC Stock Notice for additional PIN Pad Units given by Post Office under paragraph 14.6 is for no more than 1000 PIN Pad Units.

14.10 For the avoidance of doubt, the Charges specified in paragraph 14.9 shall be in addition to any Charges agreed in respect of PIN Pad related services set out in the CCD entitled "Operational Business Change (Branch Change) Service: Service Description" (SVM/SDM/SD/0014).

15 CHARGES FOR NBX HARDWARE

15.1 In respect of Hardware procured by Fujitsu Services pursuant to Commercial Terms numbered CT 176A, the sum of £24,923.50 shall become due for payment by Post Office to Fujitsu Services on the first day of each calendar month between the Amendment Date and 31 March 2010.

15.2 In the event that this Agreement is terminated prior to 31 March 2010, the aggregate of the payments that would, but for such termination, have become due for payment in accordance with paragraph 15.1 shall instead become due for payment by Post Office to Fujitsu Services upon such termination.

16 INDEXATION

16.1 Each of:

16.1.1 the fixed charges and charging rates contained in this Schedule, its Annexes and those in the CCDs referred to in paragraph 5, 6 and 7 (but not any other CCDs);

16.1.2 the daily limits referred to in paragraph 10.6, and

other than:

16.1.3 the Invest to Save Payment and Invest to Save Credit referred to in paragraphs 17.1, 17.2 respectively; which are subject to the provisions in accordance with clause 17.6

16.1.4 Not Used

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16.1.5 all amounts allowable as credits unexpended under paragraph 10.9,

16.1.6 the rates set out in the Table in paragraph 11.2, the Charge for NBX Hardware referred to in paragraph 15.1; and

16.1.7 the Charges for each of the Services in the Table in Annex D which are marked "Not Indexed" in the column of the table headed "Indexation Provision",

are referred to in this paragraph 16 as the Indexed Charges.

16.2 During the period up to 31st March 2015, the Indexed Charges (other than the Near Shore and Offshore Rates) shall be indexed as follows:

16.2.1 In respect of each Financial Year subsequent to the Financial Year ending 31st March 2006 up to the Financial Year ending 31st March 2015, each of the Indexed Charges other than the Near Shore and Offshore Rates contained in the table set out in paragraph 10.4 shall be multiplied by a percentage equal to 100+ the RPI Percentage applicable to that Financial Year.

16.2.2 Such calculations shall be carried out before the start of each new Financial Year and the Indexed Charges as so adjusted shall be recorded in revised versions of this Schedule D1 and relevant CCDs.

16.2.3 The adjustment described in this paragraph 16.2 shall be made for the first time in respect of the Indexed Charges referred to in paragraphs 16.1.3 and 16.1.4 so as to be effective in respect of those Indexed Charges in Financial Year ending 31st March 2010.

16.2A During the period from 1st April 2015 up to and including 31st March 2016, the Indexed Charges (other than the Varied Indexed Charges, Near Shore and Offshore Rates) shall be indexed as follows:

16.2A.1 In respect of each Financial Year subsequent to the Financial Year ending 31 March 2015, each of the Indexed Charges other than the Varied Indexed Charges, the Near Shore and Offshore Rates contained in the table set out in paragraph 10.4 shall be multiplied by a percentage equal to 100+ the RPI Percentage applicable to that Financial Year; and

16.2A.2 Such calculations shall be carried out before the start of each new Financial Year and the Indexed Charges (other than the Varied Indexed Charges, Near Shore and Offshore Rates) as so adjusted shall be recorded in revised versions of this Schedule D1 and relevant CCDs.

16.2B During the period from 1st April 2015 up to 31st March 2016, the Varied Indexed Charges shall be indexed as follows:

16.2B.1 In respect of each Financial Year subsequent to the Financial Year ending 31st March 2015 in which the RPI Percentage is below 5%, each of the Varied Indexed Charges shall be indexed in accordance with the following formula:

(RPI Percentage x (35% x Varied Indexed Charges)) + Varied Indexed Charges.

16.2B.2 In respect of each Financial Year subsequent to the Financial Year ending 31st March 2015 in which the RPI Percentage is 5% or greater, each of the

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Varied Indexed Charges shall be indexed in accordance with the following formula:

(5% x (35% x Varied Indexed Charges)) + ((RPI Percentage – 5%) x (Varied Indexed Charges) + Varied Indexed Charges.

16.2B.3 Such calculations shall be carried out before the start of each new Financial Year and the Varied Indexed Charges as so adjusted shall be recorded in revised versions of this Schedule D1 and relevant CCDs.

16.2C During the period from 1st April 2016 up to 31st March 2017, the Indexed Charges (other than the Varied Indexed Charges, Near Shore and Offshore Rates) shall be indexed as follows:

16.2C.1 in respect of the Financial Year ending 31st March 2017, each of the Indexed Charges other than the Varied Indexed Charges, the Near Shore and Offshore Rates contained in the table set out in paragraph 10.4 shall be multiplied by a percentage equal to 100+ the RPI Percentage applicable to that Financial Year; and

16.2C.2 such calculations shall be carried out before the start of each new Financial Year and the Indexed Charges (other than the Varied Indexed Charges, Near Shore and Offshore Rates) as so adjusted shall be recorded in revised versions of this Schedule D1 and relevant CCDs.

16.2C.3 For the avoidance of doubt, this provision means that the indexation calculations applied as a result of paragraph 16.2.C.1 shall not be carried through to each subsequent Financial Year.

16.2D During the period from 1st April 2016 up to 31st March 2017, the Varied Indexed Charges shall be indexed as follows:

16.2D.1 In respect of the Financial Year ending 31st March 2017 in which the RPI Percentage is below 5%, each of the Varied Indexed Charges shall be indexed in accordance with the following formula:

(RPI Percentage x (35% x Varied Indexed Charges)) + Varied Indexed Charges.

16.2D.2 In respect of the Financial Year ending 31st March 2016 in which the RPI Percentage is 5% or greater, each of the Varied Indexed Charges shall be indexed in accordance with the following formula:

(5% x (35% x Varied Indexed Charges)) + ((RPI Percentage – 5%) x Varied Indexed Charges) + Varied Indexed Charges.

16.2D.3 Such calculations shall be carried out before the start of each new Financial Year and the Varied Indexed Charges as so adjusted shall be recorded in revised versions of this Schedule D1 and relevant CCDs.

16.2D.4 For the avoidance of doubt, this provision means that the indexation calculations applied as a result of 16.2.D.1 and 16.2.D.2 shall not be carried

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through to each subsequent Financial Year."

16.2E With regard to Service Desk Service only, the first six month fixed period extension (from 1st April 2015 to 30th September 2015 shall be subject to a 5% increase in the Charges (as at 31st March 2015, uplifted for any relevant RPI adjustment) set out in Annex B of Schedule D1 with respect to the Service Desk Service. For any subsequent six month fix period extension after 30th September 2015, the Charges set out in Annex B of Schedule D1 with respect to the Service Desk Service shall be subject to a 10% increase in the Charges (as at 31st March 2015 uplifted for any relevant RPI adjustment).

16.2F During the period from 1st April 2017 until 31st March 2018, no indexation shall apply to the Indexed Charges (not including the On Shore and Off Shore Rates which shall be indexed in accordance with paragraphs 16.2 and 16.4 respectively). For the avoidance of doubt, if any Expiring Services are extended beyond 31st March 2017, then notwithstanding they are Indexed Charges, they shall be subject to indexation in accordance with paragraph 16.2.

16.2G During the period from 1st April 2018 the Indexed Charges (other than Offshore Rates) shall be indexed as follows:

16.2G.1 In respect of each Financial Year subsequent to the Financial Year ending 31st March 2018, each of the Indexed Charges other than the Offshore Rates contained in the table set out in paragraph 10.4 shall be multiplied by a percentage equal to 100+ the RPI Percentage applicable to that Financial Year.

16.2G.2 Such calculations shall be carried out before the start of each new Financial Year and the Indexed Charges as so adjusted shall be recorded in revised versions of this Schedule D1 and relevant CCDs.

16.2G.3 For the avoidance of doubt, the Off Shore Rates shall be indexed in accordance with paragraph 16.4.

16.3 The RPI Percentage applicable to the Indexed Charges (including but not limited to the Varied Indexed Charges from 31st March 2015) other than the Near Shore and Offshore Rates contained in the table set out in paragraph 10.4 in respect of any Financial Year means the difference, expressed as a percentage, between the level of the Retail Prices Index in respect of the December in the previous Financial Year and the level of the Retail Prices Index in respect of the December falling in the Financial Year immediately preceding that previous Financial Year.

16.4 In respect of each Financial Year ("Year Z") subsequent to the Financial Year ending 31 March 2006, each of the Near Shore and Offshore Rates contained in the table set out in paragraph 10.4 shall be adjusted as follows:

16.4.1 converted into Rupees at the Relevant Exchange Rate prevailing in respect of December in Year X (as defined in paragraph 16.4.2 below);

16.4.2 multiplied by a percentage equal to 100 plus the difference, expressed as a percentage, between the level of the Relevant Indian Index in respect of the

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December in the previous Financial Year ("Year Y") and the level of the Relevant Indian Index in respect of the December falling in the Financial Year immediately preceding that previous Financial Year ("Year X"); and

16.4.3 converted back into sterling at the Relevant Exchange Rate prevailing in respect of December in the previous Financial Year ("Year Y").

16.5 For this purpose:

16.5.1 the Relevant Indian Index shall mean the all-India Consumer Price index (UNME) published by the Government of India Ministry of Statistics and Programme Implementation. In the event that such index is no longer published and the Parties fail to agree a suitable substitute index it shall mean such index as is recommended as a suitable alternative by expert determination in accordance with Schedule A2;

16.5.1.1 At the end of December 2010 the all-India Consumer Price index (UNME) referred to in paragraph 16.5.1 above was ceased. The Relevant Indian Index used in the calculation in paragraph 16.4 to derive the indexation to be applied to the Near Shore and Offshore Rates for year ending 31st March 2013 onwards shall be based on the "All India General (all Groups) Consumer Price Index for Urban Areas" as published by the by the Government of India Ministry of Statistics and Programme Implementation; and

16.5.2 the Relevant Exchange Rate in respect of any December shall be the arithmetical mean of all the daily spot exchange rates published by the Bank of England in respect of that December on its website (www.bankofengland.co.uk) under reference "Rupee to Sterling Daily Spot Rate – XUDLBK97".

16.6 For the avoidance of doubt, any Service provided in one Financial Year but not invoiced until a subsequent Financial Year shall be invoiced at the fixed charge or charging rate applicable to such Service at the time it was supplied. The Parties agree that at the end of each Financial Year, Fujitsu Services may increase the Day Rates listed in a CWO in accordance with Paragraph 16 of Schedule D1 (Charges). The increased Day Rates shall apply to the Services that have not been provided by Fujitsu Services under a CWO at the point of increase.

16.7 The rates at which liquidated damages are payable in respect of Service Level Measurement Periods shall be increased in each of the Financial Years set out in the following table by the RPI Adjustment Factor for that Financial Year, being the difference, expressed as a percentage, between the level of RPI in respect of the December in the year immediately preceding that Financial Year and the level of RPI in respect of December 2005.

		Financial Years ending 31 March														
	2007	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
RPI Adjustment Factor (%)		4.43%	8.6%	9.58%	12.31%	17.67%	23.34%	27.15%	30.55%	32.16%	33.76%	37.61%	43.28 %	47.14 %	50.39 %	52.19 %

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The RPI Adjustment Factors in respect of the Financial Years set out in the above table shall be inserted in the table when ascertained.

17 INVEST TO SAVE MODEL

17.1 Post Office shall make a payment to Fujitsu of £1.3m (one million three hundred thousand pounds) on 1st April 2017, and £2.6m (two million six hundred thousand pounds) in quarter 3 financial year 2017-2018 (within 20 Working Days from the invoice date) (total £3.9m) for Fujitsu Services to invest in projects with the aim to reduce Fujitsu Services cost base for delivery of the Services (the "**Invest to Save Payment**").

17.2 In consideration of this Invest to Save Payment, the Operational Charges shall be reduced by the monthly credit, from 1st April 2017 until 31st March 2023, referred to in Annex B of Schedule D1 as 'Invest to Save Credit' (the "**Invest to Save Credit**"). For the avoidance of doubt this credit shall be in addition to the Trinity 1 Credit referred to in paragraph 2.14 of Schedule D1.

17.3 It shall be at Fujitsu Services' absolute discretion what projects it implements as a result of the receipt of the Invest to Save Payment in order to achieve the required savings to its cost base to enable the Invest to Save Credit to be provided without impacting Fujitsu Services' margin. However this shall be at Fujitsu Services' risk and as such the Invest to Save Credit shall be credit irrespective of the operational savings actually achieved by Fujitsu Services.

17.4 In order to enable Fujitsu Services to achieve these required savings it has forecasted in order to fund the Invest to Save Credit, Post Office acknowledges and agrees that Fujitsu Services may need to make technical changes to the solution, assets and/or restructure its resources and/or increase its off-shore capability and as such, to the extent to which Fujitsu Services is required to ask consent from Post Office to enact these or any other changes, Post Office shall not unreasonably withhold or delay such consent and the costs of any such technical change shall be borne by Fujitsu Services.

17.5 The Invest to Save model detailed in this paragraph 17 is separate from the Gain Share mechanism detailed in Schedule D3 (Gain Share) which shall remain available for both parties to make use of. However, for the avoidance of doubt, no single project can be part of this Invest to Save model and the Gain Share mechanism and as such it shall be at Fujitsu Services' absolute discretion whether it elects to deliver a project as part of its commitment under the "Invest to Save" mechanism set out in this paragraph 17 or the Gain Share mechanism detailed in Schedule D3 (Gain Share). The Parties agree this is fair given the fact that Fujitsu Services is taking the risk of achieving the requisite savings."

17.6 The Invest to Save values are subject to the following indexation approach:

a. For the fiscal year 1st April 2017, to 31st March 2018, there will be no indexation applied to savings and payments.
b. For the fiscal year 1st April 2018, to 31st March 2019, there will be no indexation applied to savings.
c. For the fiscal year 1st April 2019 to 31st March 2020, there will be an indexation charge equivalent to 75% of the applicable indexation rate.

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d. For the fiscal years 1st April 2020 to 31st March 2021 and thereafter each year through to the end of the Term, indexation will apply at 100% of the applicable rate.

18 ASSOCIATED DOCUMENTS

18.1 The following CCDs are associated with this Schedule D1:

	Document Reference	Document Title
1	Withdrawn by CCN 1616b	
2	Not Used	
3	CS/PDN/015	Operational Business Change – Branch, Service Descriptions and Schedule of Service Prices
4	SVM/SDM/SD/0014	Operational Business Change (Branch Change) Service: Service Description
5	CS/SER/004	Message Broadcast Service: Service Description
6	SVM/SDM/SD/0018	Message Broadcast: Service Description
7	IM/STR/056	Counter Training Offices Strategy
8	SVM/SDM/SD/0003	Service Description for Data Centre Operations Service
9	Not Used	Not Used
10	SVM/SDM/SD/0013	Reference Data Management Service: Service Description
11	Not Used	Not Used
12	CS/PDN/019	Horizon Icon Service Prices
13	PA/PER/033	Horizon Capacity Management and Business Volumes
14	CS/IFS/003	Fujitsu Services/Post Office Ltd Operational Business Change – Branch, Interface Agreement
15	SVM/SDM/SD/0014	Operational Business Change (Branch Change) Service: Service Description
16	Not Used	Not Used
17	CS/SER/016	Service Description for the Security Management Service

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18	SVM/SDM/SD/0017	Security Management Service: Service Description
19	Not Used	Not Used
20	BP/SPE/046	APOP Definition
21	COM/MGT/PRO/0002	HNG-X Baseline Open Book Information
22	All references tbd	Software Register
23	SVM/SDM/SD/1977	Salesforce Support Service Service Description
24	SVM/SDM/SD/2191	POLSAP Hosting Service Service Description
25	Not Used	Not Used
26	SVM/SDM/SD/2192	Credence/MDM Service Service Descriptio

18.2 There are no CRDs associated with this Schedule D1.

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ANNEX A

Part 1

BRANCH AND COUNTER POSITION LIMITS

		2007	2008	2009	2010	2011	2012	2013	2014	2015	2016 to end of term
1	Maximum Number of Branches	14257	14509	13843	13640	13441	13241	13038	12838	12638	12638
2	Maximum number of Counter Positions	35617	35330	35068	34812	34553	34253	33953	33653	33353	33353
3	Old Style Mobile Configurations (included in rows 1 and 2)	273	283	284	284	284	284	284	284	284	284
4	New Style Mobile Configurations (included in rows 1 and 2)	40	40	40	40	40	40	40	40	40	40
5	CTOs (included in row 1)	57	57	57	57	57	57	57	57	57	57
6	New CTO Configurations (included in row 2)	374	374	374	374	374	374	374	374	374	374
7	BFPO Branches (included in row 1)						45	45	45	45	45

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Part 2

OTHER LIMITS

ROW	ITEM	LIMIT	CONDITIONS
	Branch geography	United Kingdom	
	Single position gateway configurations installed (each having two hard disks and a communications card)	Within the overall limits in the Branch and Counter Positions Limits Table: 7,200	With an additional float of 15 single position gateway configurations for Operational Business Change purposes. Limit applies until completion of Associated Change Activity A7.
i	Sum of: Multi-position gateway configurations; and Single position gateway configurations installed (each having a communications card)	Within the overall limits in the Branch and Counter Positions Limits Table: 16,715	With an additional float of 35 multi-position gateway configurations for Operational Business Change purposes. Limit applies until completion of Associated Change Activity A7.
iv	Number of Post Office Clients with PODG Gold Service Delivery Type supported by the Post Office Data Gateway Service	5	
v	Provision of the Managed Switch Service introduced by CCN1308b and amended by CCN1402	Provision to 820 Branches	Provision beyond 820 Branches to be separately impacted by a subsequent CCN

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ANNEX B

OPERATIONAL CHARGES TABLE

Copy of Extension
CCN Finances confror

The Operational Charges Table is in this embedded file “D1- Annex B V14.xls”

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ANNEX C

TRIGGER POINT TABLE

Operational Service	Trigger Point	Planned Date (as at CCN1246) (for the purposes of the Operational Charges)	Charge element	Late Cost to Post Office (cost and margin) £ per calendar month	Charge to be adjusted (Operational Fixed Charge or Operational Unit Charge):
Service Desk Service	Counter Application Roll Out Complete (T6)	18 September 2009	Cost		Unit Charge per Counter Position
			Price	1.43	Unit Charge per Counter Position
Engineering Service	Counter Application Roll Out Complete (T6)	18 September 2009	Price	3,280	Fixed Charges
			Cost		Unit Charge per Counter Position
			Price	6.43	Unit Charge per Counter Position
Data Centre Operations Service	Data Centre Ready for HNG-X (T5)	6 March 2009	Price	486,682.68	Fixed Charges
			Cost		Unit Charge per 1% Volume Forecast Reduction
			Price	4,086.29	Unit Charge per 1% Volume Forecast Reduction

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Operational Service	Trigger Point	Planned Date (as at CCN1246) (for the purposes of the Operational Charges)	Charge element	Late Cost to Post Office (cost and margin) £ per calendar month	Charge to be adjusted (Operational Fixed Charge or Operational Unit Charge):
Data Centre Operations Service	Counter Application Roll Out Complete (T6)	18 September 2009	Price	225,444.03	Fixed Charges
			Cost		Unit Charge per 1% Volume Forecast Reduction
			Price	1,323.35	Unit Charge per 1% Volume Forecast Reduction
Central Network Service	Wigan/Bootle Decommissioned (T4)	23 February 2010	Price	105,479	Fixed Charges
Third Line Software Support Service	Counter Application Roll Out Complete (T6)	18 September 2009	Price	350,673	Fixed Charges
			Cost		Unit Charge per POL Service Type
			Price	1,286	Unit Charge per POL Service Type
Application Support Service (Fourth Line)	Counter Application Roll Out Complete (T6)	18 September 2009	Price	290,671.12	Fixed Charges
Reference Data Management Service	Counter Application Roll Out Complete (T6)	18 September 2009	Price	1,194	Fixed Charges

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Operational Service	Trigger Point	Planned Date (as at CCN1246) (for the purposes of the Operational Charges)	Charge element	Late Cost to Post Office (cost and margin) £ per calendar month	Charge to be adjusted (Operational Fixed Charge or Operational Unit Charge):
Reconciliation Service	Counter Application Roll Out Complete (T6)	18 September 2009	Price	8,837	Fixed Charges
Operational Business Change (Branch Change) Service	Counter Application Roll Out Complete (T6)	18 September 2009	Price	32,121	Fixed Charges
Systems Management Service	Counter Application Roll Out Complete (T6)	18 September 2009	Cost	[redacted]	Unit Charge per Counter Position
			Price	4.00	Unit Charge per Counter Position
Service Management Service	Counter Application Roll Out Complete (T6)	18 September 2009	Cost	[redacted]	Unit Charge per POL Service Type
			Cost		Unit Charge per Branch
			Price	129.02	Unit Charge per POL Service Type
			Price	0.180	Unit Charge per Branch

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ANNEX D

CCN SERVICE LIST

CCN	Description of charge	Monthly charge value	Ad hoc services: charge per event	Month in which Monthly Charge first becomes payable	Indexation Provision
CCN641a	Disaster recovery for Huthwaite Gateway:				
	Equipment rental	£917.00		January 2003	Not indexed
	Maintenance and support	£2,223.63		January 2003	Subject to RPI
CCN733b	Automated Payments Client Spec. for DVLNI				
	Equipment maintenance & ISDN rental	£101.00		January 2003	Not indexed
	Administration & support	£154.44		January 2003	Subject to RPI
CCN739	Introduce Standard Life As An AP Client With A Direct Connection To Fujitsu Services				
	Equipment maintenance & ISDN rental	£101.00		January 2003	Not Indexed
	Administration & support	£154.44		January 2003	Subject to RPI
CCN800	Connection to Girobank Disaster Recovery site				
	Equipment maintenance and ISDN rental	£94.00		January 2003	Not indexed
	Administration and support	£153.54		January 2003	Subject to RPI

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CCN	Description of charge	Monthly charge value	Ad hoc services: charge per event	Month in which Monthly Charge first becomes payable	Indexation Provision
	Preparation and operation of regular test (max two per year)		Up to 10 man days at £772.55 per day		Subject to RPI
CCN807 and CCN1163	Changes to AP Client take-on and Token Verification services				
	Client Take on Facility	£2,110.85		January 2003	Subject to RPI
	Client Take on (regression) Facility	£1,214.37		February 2003	Subject to RPI
CCN832	Introduce Quantrill as an APS Client with a Direct Interface to Fujitsu Services				
	Equipment maintenance and ISDN rental	£94.00		January 2003	Not indexed
	Administration and support	£153.54		January 2003	Subject to RPI
CCN869b	Introduce AON Ltd as an APS Client with a Direct Interface to Fujitsu Services				
	Equipment maintenance	£30.65		January 2003	Subject to RPI
	ISDN Rental	£69.00		January 2003	Not indexed
	Administration and support	£230.46		January 2003	Subject to RPI
CCN872	Introduce ESP as an APS Client with a Direct Interface to Fujitsu Services				

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CCN	Description of charge	Monthly charge value	Ad hoc services: charge per event	Month in which Monthly Charge first becomes payable	Indexation Provision
	Equipment maintenance	£30.65		January 2003	Subject to RPI
	ISDN Rental	£69.00		January 2003	Not indexed
	Administration and support	£230.46		January 2003	Subject to RPI
CCN937	Introduce First Rate as an APS Client with a Direct Interface to Fujitsu Services				
	Equipment maintenance	£30.65		January 2003	Subject to RPI
	ISDN Rental	£69.00		January 2003	Not indexed
	Administration and support	£230.46		January 2003	Subject to RPI
CCN799	Introduce DVLA as an APS Client with a Direct Interface to Fujitsu Services				
	Equipment maintenance and ISDN rental	£94		January 2003	Not indexed
	Administration and support	£204.70		January 2003	Subject to RPI
CCN972	Introduce CAPO as an APS Client with a Direct Interface to Fujitsu Services				
	Equipment maintenance	£60.36		January 2003	Subject to RPI
	ISDN rental	£130.33		January 2003	Not indexed

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CCN	Description of charge	Monthly charge value	Ad hoc services: charge per event	Month in which Monthly Charge first becomes payable	Indexation Provision
	Administration and support	£193.36		January 2003	Subject to RPI
	Annual DR test		Up to 8 man days at £772.55 per day		Subject to RPI
CCN1102 b	Complete Introduction of National Savings and Investments as an APS Client				
	Equipment maintenance and ISDN rental	£181.90		August 2003	Not indexed
	Administration and support	£313.20		August 2003	Subject to RPI
	Annual Disaster Recovery Test		Up to 5 man days at £772.55 per day		Subject to RPI
CCN1120 a	Complete introduction of Prudential as an APS Client				
	Equipment Maintenance	£30.65		March 2004	Subject to RPI
	ISDN Rental	£69.00		March 2004	Not indexed
	Administration and support	£193.28		March 2004	Subject to RPI
CCN1138	Introduction file transfer interfaces to DES / EDG				
	Equipment Maintenance	£48.25		October 2004	Subject to RPI

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CCN	Description of charge	Monthly charge value	Ad hoc services: charge per event	Month in which Monthly Charge first becomes payable	Indexation Provision
	Administration and support	£193.24		October 2004	Subject to RPI
	Annual DR Test		Up to 5 man days at £772.55 per day		Subject to RPI
CCN1223	Charges for execution of Business Continuity tests		Up to 2 man days at £772.55 per day		Subject to RPI
CCN1276 a	Change from Postshops Service to Superstock Service	£7,568.00	£513.33	April 2010	Subject to RPI
CCN1270	Introduction of POLSAP Services (Phase 1)	£126,278		September 2010	Subject to RPI
CCN1322 b	Salesforce Support Service Fixed Charge	£9,721.07 in Year 1 £8,921.79 in Year 2 £8,397.79 in Year 3		Aug 2012	Subject to RPI from April 2013
	Escalated Calls Fixed charge	2,025.00		Aug 2012	Subject to RPI from April 2013
	Salesforce Support Service Variable charges	Various		Aug 2012	Subject to increases as published on the Fujitsu Global Cloud Tariff

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CCN	Description of charge	Monthly charge value	Ad hoc services: charge per event	Month in which Monthly Charge first becomes payable	Indexation Provision
CCN1502 a	Contractual Volume Increase for PA/PER/033 - Post Office Data Gateway (PODG)	£19,767.63		June 2015	Subject to RPI

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ANNEX E

VARIATIONS IN MONTHLY CHARGES

Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1208	Engineering Service; Unit Charge per Counter Position for the year 2007	-£0.13	01/11/2006
CCN1202	Data Centre Operations Service: Fixed Charges	£5,517 per month	01/07/2007
CCN1202	Data Centre Operations Service: Unit Charge per 1% Volume Forecast Reduction	£27.59 per month	01/07/2007
CCN1213		-£0.03 per month	01/04/2007
CCN1219		£0.46 per month	01/01/2008
CCN1235a	Data Centre Operations Service: Fixed Charges	£1,427.74 per month	01/10/2007
CCN1235a	Data Centre Operations Service: Unit Charge per 1% Volume Forecast Reduction	£7.13 per month	01/10/2007
CCN1235a	Central Network Service: Fixed Charges	£48.43 per month	01/10/2007
CCN1235a	Third Line Software Support	£1,843.44 per month	01/10/2007

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Service: Fixed Charges		
CCN1243	Third Line Software Support Service: Fixed Charges	£1,132 per month	01/11/2008
CCN 1244a	Branch Network Service: Fixed Charges	£ 4,526.37 per month	01/10/2008
CCN 1244	CMT Service: Fixed Charges	£ 785.00 per month	01/01/2009
CCN1246	Data Centre Ops Service: Fixed Charges	(£83,333 per month)	01/04/2008
CCN1246	Data Centre Ops Service: Fixed Charges	(minus £84,083 per month)	01/04/2009
CCN 1253	Central Network Service: Fixed Charges	£1,150.00 per month	1 January 2008
CCN 1252a	Data Centre Operations Service: Fixed Charges	£20,640 per month	1 February 2009
CCN 1252a	Central Network Service: Fixed Charges	£1,866 per month	1 February 2009
CCN 1252a	Systems Management Service: Fixed Charges	£2,239 per month	1 February 2009
CCN 1252a	Service Management Service: Fixed Charges	£6,219 per month	1 February 2009

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN 1252a	Security Management Service: Fixed Charge	£622 per month	1 February 2009
CCN 1254a	Reference Data Management Service Fixed Charge	£171.00 per month	1 January 2009
CCN 1254a	Third Line Software Support Service	£1,863.00 per month	1 January 2009
CCN 1254a	Service Management Service	£385.00 per month	1 January 2009
CCN1266b	Third Line Software Support Service: Fixed Charges	£5,646.42 per month	1 September 2010
CCN1275	Central Network Services: Fixed Charges	£3,047.26 per month	Effective date of change is anticipated to be 1st March 2011 but will be confirmed and updated retrospectively via the Change Control Procedure
CCN1270	Service Desk Service: Fixed Charges	£15,563 per month	1st September 2010
CCN1270	Data Centre Operations Service: Fixed Charges	£8,584 per month	1st September 2010
CCN1270	Application Support Service (4th	£102,131 per month	1st September 2010

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Line): Fixed Charges		
CCN1272	Data Centre Operations Service: Fixed Charges	£134,334 per month	1st February 2010
CCN1291	Service Management Charges: Fixed Charges	£1,696.37 per month	1st September 2010
CCN1292	Third Line Software Support Service: Fixed Charges	£ -1676.25 per month	1 September 2010
CCN 1293	Application Support Service (4th Line): Fixed Charges	£4,295.41 per month	1 September 2010
		£1,214.61 per month	1 April 2011
		£1,241.81 per month	1 April 2012
		£1,161.55 per month	1 April 2013
		£1,182.15 per month	1 April 2014
CCN 1297	Data Centre Operations Service: Fixed Charges	£ 118.00 per month	1 October 2010
	Central Network Service: Fixed Charges	£ 621.00 per month	1 October 2010
CCN1289a	Engineering Services Fixed Charges	£15853.39 per month (and for subsequent Financial Years the variation to the monthly fixed charge is 2012: £4,404.00 2013: £5202.58)	1 October 2010
CCN 1304b	Application Support	£1,582 per month	1 April 2011

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Service (Fourth Line)		
CCN1281d	Branch Network Service: Fixed Charges	£1,406.25 per month	1 April 2011
		£1406.25 per month	1 April 2012
CCN 1309a	Security Management Service: Fixed Charges	£9383.40 per month	1st October 2010
CCN 1310b	Third Line Software Support Service: Fixed Charges	£1926.00 per month	1st September 2011
	Application Support Service (Fourth Line): Fixed Charges	£1019.25 per month	1st September 2011
	Application Support Service (Fourth Line): Fixed Charges	£1875.00 per month	1st April 2012
CCN 1318a	Data Centre Operations Service: fixed charges	£2,119.79	1st April 2012
CCN 1307a	Data Centre Operations Service: fixed charges	£333.33	1st April 2012
	Central Network Service: fixed charges	£1,639.89	1st April 2012
	Systems Management	£656.00	1st April 2012

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Service: fixed charges		
	Third Line Software Support Service: Fixed Charges	£711.11	1st April 2012
	Service Management Service: Fixed Charges	£3,405.00	1st April 2012
	Security Management Service: Fixed Charges	£656.00	1st April 2012
	Application Support Service: Fixed Charges	£3,156.29	1st April 2012
CCN 1311b	Branch Network Service: Fixed Charges	£3125.00 per month	From the Month following completion of the roll-out (anticipated to be May 2012 at time of CCN approval).
CCN 1325a	Data Centre Operations Service: fixed charges	- £ 951.59 per month	1st June 2012
CCN 1327a	Service Desk Service: Fixed Charges	-£16,310.02 per month	1st April 2012
CCN 1327a	Application Support Service (Fourth Line): Fixed Charge	£16,310.02 per month	1st April 2012

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN 1328b	Data Centre Operations Fixed Charges	£140,504.62 per month	1st April 2013
CNN 1328b	Service Management Service Fixed Charges	£10,575.62 per month	1st April 2013
CCN 1332a	Service Management Service Fixed Charges	£155.33 per month	1st April 2013
CCN 1332a	Application Support Service (Fourth Line) Fixed Charges	£2,029.32 per month	1st April 2013
CCN 1332a	Security Management Service Fixed Charges	£22,263.33 per month	1st November 2012
CCN 1332a	Data Centre Operations Fixed Charges	£1,658.00 per month	1st January 2013
CCN 1313c	Third Line Software Support Service: Unit Charge per GWS client	£472.62 per month	From the date of go-live of the fourth GWS Client
CCN 1313c	Service Management Service : Unit Charge per GWS client	£207.24 per month	From the date of go-live of the fourth GWS Client
CCN1316a	Security Management Service: Fixed Charges	£197.75	1st April 2012
CCN1341	Data Centre Operations	£169.04	May 1st 2013

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Service – Fixed Charge		
CCN1341	Central Network Service – Fixed Charge	£1,370.94	May 1st 2013
CCN1341	Application Support Service (Fourth Line) Service - Fixed Charge	£1,264.36	May 1st 2013
CCN1341	Operational Security Service – Fixed Charge	£617.96	May 1st 2013
CCN1308b	Service Desk Service: Fixed charges	£4,346.71 per month	01/07/2013
CCN1308b	Central Network Service: fixed charges	£5,486.50 per month	01/07/2013
CCN1308b	Engineering Service: Fixed Charges	£902.37 per month	01/07/2013
CCN1308b	Third Line Software Support Service: Fixed Charges	£305.90 per month	01/07/2013
CCN1308b	Service Management Service: Fixed Charges	£5,463.01 per month	01/07/2013
CCN1308b	Branch Network Service: Fixed Charges	£6,811.20 per month	01/07/2013
CCN1308b	Systems Management	£7,060.39 per month	01/07/2013

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Service: Fixed Charges		
CCN1308b	Application Support Service (Fourth Line): Fixed Charges	£5,648.31 per month	01/07/2013
CCN1342a	Service Desk Service: Fixed Charges	£583 per month	1st July 2013
CCN1342a	Data Centre Operations Service: Fixed Charges	£1,849.82 per month	1st July 2013
CCN1342a	Central Network Service : Fixed Charges	£58.75 per month	1st July 2013
CCN1342a	Application Support service (4th Line) : Fixed Charges	£705 per month	1st July 2013
CCN1342a	Systems Management Service: Fixed Charges	£723.75 per month	1st July 2013
CCN1342a	Security Management Service: Fixed Charges	£ 705 per month	1st July 2013
CCN 1348b	Reference Data Management Service: Fixed Charges	£10,000.00 per month	1st September 2013
CCN1340	Salesforce Support Service Introduction of UAT Environment: Fixed Charges	£1,157.75	1 June 2013

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1400	Data Centre Operations Service: Fixed Charge	(minus £63,659.11 per month)	1 April 2014
CCN1400	Applications Support Service (4th Line) :Fixed Charges	(minus £133,802.42per month)	1 April 2014
CCN1400	Service Desk Service: Fixed Charges	minus £3,506.26 per month)	1 October 2013
CCN1400	Service Desk Service: Unit charge per counter position	(minus £1.05 per month)	1 October 2013
CCN1400	Service Desk Service: Service Management element	(minus £0.09 per month)	1 October 2013
CCN1400	Service Desk Service :Fixed Charges	(minus £807.15 per month)	1 April 2014
CCN1400	Service Management Service Charges: Fixed Charges	(minus £9,203.55per month)	1 April 2014
CCN1400	Central Network Service: Fixed Charge	(minus £2,185.15per month	1 April 2014
CCN1400	Systems Management Service: Fixed Charge	(minus £2,621.95per month)	1 April 2014
CCN1400	Security Management	(minus £728.38per month)	1 April 2014

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Service: Fixed Charge		
CCN1400	POLSAP Hosting Services	£42,661.24 per month	1 April 2014
CCN1400	POLSAP Applications Support Services	£134,609.58per month	1 April 2014
CCN1400	Credence/MDM Service	£35,736.91 per month	1 April 2014
CCN1402	Service Desk Service: Fixed Charges	£376.71 per month	01/02/2014
CCN1402	Central Network Charges: Fixed Charges	£475.50 per month	01/02/2014
CCN1402	Engineering Services: Fixed Charges	£78.21 per month	01/02/2014
CCN1402	Third Line Software Support Service: Fixed Charges	£26.51 per month	01/02/2014
CCN1402	Branch Network Service: Fixed Charges	£590.30 per month	01/02/2014
CCN1403	Central Network Service: Fixed Charge	£370.80 per month	1st May 2014
CCN1403	Service Management Service: Fixed Charge	£284.97 per month	1st May 2014
CCN1404	Security Management	£1,322.96	1st April 2015

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Service Fixed Charges		
CCN1404	Application Support Service (Fourth Line) Fixed Charges	£7,617.67	1st April 2015
CCN1404	Branch Network Service: Fixed Charges	£6,811.20	1st April 2015
CCN1404	Central Network Service Fixed Charges	£6,916.19	1st April 2015
CCN1404	Data Centre Operations Service Fixed Charges	£2,018.46	1st April 2015
CCN1404	Reference Data Management Service charging amendment Fixed Charges	£10,000.00	1st April 2015
CCN1404	Service Management Service: Fixed Charges	£5,463.01	1st April 2015
CCN1404	Systems Management Service: Fixed Charges	£7,784.14	1st April 2015
CCN1404	Third Line Software Support Service: Fixed Charges	£305.90	1st April 2015
CCN1409a	Service Desk Service	-£16,896.80 (plus associated Variable Charges)	3rd July 2014

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1409a	Service Management Service	£51,733.83 per month	3rd July 2014 – 31st March 2015
CCN1409a	Service Management Service	£22,085.13 per month	1st April 2015
CCN1409a	Management Information Service	-£442.09 per month	3rd July 2014
CCN1409a	Security Management Service	-£683.08 per month	3rd July 2014
CCN1410	Application Support Service: (Fourth Line) Fixed Charge	£1,740.90 per month	1st April 2014
CCN1410	Application Support Service: (Fourth Line) Fixed Charge	£1,740.90 per month	1st August 2014
CCN1339a	Data Centre Operations Service: fixed charges (Reduction)	-£10,513.75	1st July 2015
CCN1339a	Systems Management Service: fixed charges (Increase)	£1,907.81	1st July 2015
CCN1339a	Security Management Service: fixed charges (Increase)	£294.86	1st July 2015
CCN1338	Data Centre Operations Service: Fixed Charge	£472.97	1st March 2014

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1338	Systems Management Service: Fixed Charge	£12,109.74	1st March 2014
CCN1338	Service Management Service: Fixed Charge	£3,160.41	1st March 2014
CCN1338	Third Line Software Support Service: Fixed Charge	£2,456.41	1st March 2014
CCN1338	Application Support Service (Fourth Line): Fixed Charge	£2,576.28	1st March 2014
CCN1338	Central Network Service: Fixed Charge	£8,195.03	1st March 2014
CCN1411	Security Management Service: Fixed Charge	£213.73	01st October 2014
CCN1411	Application Support Service (Fourth Line) [Fixed Charge]	£1,581.60	01st October 2014
CCN1411	Systems Management Service [Fixed Charge]	£242.81	01st October 2014
CCN1411	Central Network Service [Fixed Charge]	£322.26	01st October 2014

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1415	Salesforce Support Service Fixed Charge	£10,080.90	01st April 2015 – 31ST March 2016
CCN1415	Salesforce Support Service Variable charges	Subject to charges as published on the Fujitsu Global Cloud Tariff	01st April 2015 – 31ST March 2016
CCN1414	CMT Service: Fixed charge	£37,453.28 per month	01st April 2015 – 30th September 2015
CCN1418	POLSAP Hosting Service Fixed Charge	£40,183.61	01st April 2015 – 31ST March 2016
CCN1408	Application Support Service (4th Line): Unit Charge per GWS client	£427.50 per client per month	01st April 2014
CCN1408	Systems Management Service: Unit Charge per GWS client	£300.50 per client per month	01st April 2014
CCN1408	Security Management Service: Unit Charge per GWS client	£50.08 per client per month	01st April 2014
CCN1408	Service Management Charges: Unit Charge per GWS client	£488.08 per client per month	01st April 2014
CCN1420a	Data Centre Operations Fixed Charges	£159,336.73 per month	1st April 2015 to 31st March 2016

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1420a	Data Centre Operations Fixed Charges	£168,316.85 per month	1st April 2016
CCN1420a	Service Management Service Fixed Charges	£11,197.86 per month	1st April 2015
CCN1421a	Operational Business Change (Branch Change) Service - Fixed Charge	£26,500.00 per month	1st April 2015
CCN1421a	Operational Business Change (Branch Change) Service – Service Management Element	£6,417.17 per month	1st April 2015
CCN1422	CMT Service: Fixed Charge	£37,453.28 per month	1st October 2015 to 31st March 2017
CCN1419	Credence/ MDM Service Fixed Charge (12 month extension)	£48,211.56	1st April 2015
CCN1423c	Management Information Service, Fixed Charges	-£3,537.50	1st April 2015
CCN1423c	Management Information Service, Service Management Element	-£569.54	1st April 2015

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1423c	Service Management Service, Unit Charge per Branch	-£0.92	1st April 2015
CCN1423c	Security Management Service, Unit Charge per Branch	-£0.07	1st April 2015
CCN1423c	Security Management Service, Service Management Element	-£0.02	1st April 2015
CCN1429	Central Network Service: Fixed Charges	(minus £1,494.54 per month.)	1st April 2015
CCN1500a	Data Centre Operations Service Fixed Charge	£799,237.80	1st April 2017
	Data Centre Operations Service Unit Charge per 1% Volume Forecast Reduction	£ 3,427.98	1st April 2017
	Data Centre Operations Service: Service Management Element	£275.79	1st April 2017
	Central Network Service Fixed Charges	£216,920.31	1st April 2017

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Central Network Service: Service Management Element	£23,747.29	1st April 2017
	Systems Management Service Fixed Charge	£297,779.10	1st April 2017
	Systems Management Service Unit Charge per Counter Position	£0	1st April 2017
	Systems Management Service Unit Charge per GWS client	£308.61	1st April 2017
	Reference Data Management Service: Fixed Charge	£74,733.55	1st April 2017
	Reference Data Management Service: Service Management Element	£9,289.84	1st April 2017
	Third Line Software Support Service: Fixed Charge	£107,027.01	1st April 2017
	Third Line Software Support Service: Unit Charge per	£2,326.76	1st April 2017

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	POL Service Type		
	Third Line Software Support Service: Service Management Element	£432.15	1st April 2017
	Third Line Software Support Service: Incremental Unit Charge per GWS client	£444.03	1st April 2017
	Management Information Service: Fixed Charge	£26,952.39	1st April 2017
	Management Information Service: Service Management Element	£4,339.32	1st April 2017
	Service Management Service Fixed Charge	£131,169.03	1st April 2017
	Service Management Service Unit Charge per POL Service Type	£1,812.77	1st April 2017
	Service Management Service Unit Charge per Branch	£0	1st April 2017

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Service Management Service Unit Charge per GWS client	£726.98	1st April 2017
	Reconciliation Service: Fixed Charge	£17,357.32	1st April 2017
	Reconciliation Service: Service Management Element	£4,122.36	1st April 2017
	Security Management Service Fixed Charge	£123,301.33	1st April 2017
	Security Management Service Unit Charge per Branch	£0	1st April 2017
	Security Management Service Unit Charge per GWS client	£51.43	1st April 2017
	Security Management Service Service Management Element	£0	1st April 2017
	Application Support Service (Fourth Line): Fixed Charge	£793,764.89	1st April 2017
	Application Support Service (Fourth Line): Unit	£439.04	1st April 2017

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Charge per GWS client		
CCN1501a	Central Network Service: Fixed Charges	£7,024.20 per month	01/09/2015
CCN1502a	Data Centre Operations Service: fixed charges	£856.10	01/06/2015
	Central Network Service: fixed charges	£786.40	01/06/2015
	Systems Management Service: fixed charges	£609.15	01/06/2015
	Third Line Software Support Service: Fixed Charges	£1,391.84	01/06/2015
	Service Management Service: Fixed Charges	£10,165.38	01/06/2015
	Security Management Service: Fixed Charges	£1,015.81	01/06/2015
	Application Support Service: Fixed Charges	£4,942.95	01/06/2015
CCN1505	Application Support Service (Fourth Line) Service – Fixed Charges	£14,829 per month	1st October 2015 (to 31/03/2017)

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1600	Trinity 1 Credit	-665,724.75	1st April 2017
	Invest to Save Credit (note 1)	Variable based on mechanism, see Schedule D1 Annex B	1st April 2017
CCN1512c	POLSAP Hosting Services	£44,426.55 per month	1st April 2016
CCN1512c	POLSAP Applications Support Services	£142,952.94 per month	1st April 2016
CCN1509a	Application Support Service (Fourth Line)	£960.00	01/11/2015
CCN1509a	Systems Management Service	£1,125.00	01/11/2015
CCN1509a	Central Network Service	£300.00	01/11/2015
CCN1509a	Third Line Software Support Service	£1,290.00	01/11/2015
CCN1509a	Service Management Service	£1,125.00	01/11/2015
CCN1606	Data Centre Operations Service, Fixed Charges	£1,096.86	1st April 2016

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1606	Central Network Service, Fixed Charges	£322.03	1st April 2016
CCN1606	Service Management Service, Fixed Charges	£303.15	1st April 2016
CCN1609d	POLSAP Hosting Service, Fixed Charges	£3,371.91 per month	5th October 2016
CCN1609d	POLSAP Applications Support Service, Fixed Charges	-£144,668.38 per month	5th Octobert 2016
CCN1618a	HNG-X Test Infrastructure	£195,180.00 per month	1st April 2017 to 31st March 2018 (not subject to indexation)
CCN1618a	HNG-X Test Infrastructure	£182,637 per month	1st April 2018 to 31st March 2019 (fifty percent (50%) of the amount of these monthly Charges are subject to indexation)
CCN1620c	POLSAP Hosting Service - Fixed Charge	£260,092.83 £56,058.23 per month £59,898.82 per month	01/04/2017 01/05/2017 – 30/09/2017 01/10/2017 – 31/12/2017

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
		£55,772.34 per month	01/01/2018 – 31/03/2018
CCN1621	Branch Network Service - Fixed Charge	£113,977.44	01/04/2017
	Branch Network Service - Unit Charge per Branch using the Branch Network Service	£2.61	01/04/2017
	CMT Service – Fixed Charge	£38,509.16	01/04/2017
	Operational Business Change (Branch Change) Service – Fixed Charge	£26,818.00	01/04/2017
CCN1622a	HNG-X Counter Position and HNG-A Gaps Counter Position Infrastructure	£67,523.87 per month	1st April 2017 to 31st March 2018 (not subject to indexation)

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1622a	HNG-X Counter Position and HNG-A Gaps Counter Position Infrastructure	TBC but will not exceed a capped amount of £67,523.87 per month	1st April 2018 to 31st March 2019 (not subject to indexation)
CCN1624	Bracnch Network Service, Fixed Charges	+£768.39	1st July 2017
CCN1624	Service Mananagement Service, Fixed Chargs	+£535.50	1st July 2017
CCN1624	CMT Service, Fixed Charges	+£1,040	1st July 2017
CCN1624	Reference Data Management Service, Fixed Charges	+£5,356.34	1st July 2017
CCN1627a	Third Line Software Support Service	+£570.47 per month	1st July 2017
		The prices above reflect 2017/18 charges and will be subject to indexation in accordance with the provisions in Schedule D1.	
CCN1631c	Invest to Save Credit	Variable based on mechanism, see Schedule D1 Annex B Note 1: Subject to £1.3m payment in of 1 April 2017 and £2.6m in quarter 3 financial year 2017-2018 (within 20 Working Days from the invoice date)	1st April 2017

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
		(£3.9m in total) as described in Schedule D1 paragraph 17	
CCN1633a	POLSAP Hosting Service - Fixed Charge	£284,218.52 £74,062.88 per month	01/04/2018 01/05/2018 – 31/12/2018
CCN1637b	Operational Business Change (Branch Change) Service – Fixed Charge	£11,967.00	01/04/2018
CCN1640a	Application Support Service: (Fourth Line (Fixed Charge)	-£1,758.00 per month	1st November 2017
CCN1650c	HNG-X Infrastructure	£174,296.68 per month	1st April 2019 to 31st March 2020 (not subject to indexation)
CCN1644a	POLSAP Hosting Service - Fixed Charge	£74,062.88 per month	01/01/2019-31/03/2019
CCN1658c	Data Centre Operations Service Fixed Charge	£150.77 per month	1st August 2019
CCN1657d	Service Management Service, Fixed Charges	+£130 per month	1st September 2019
CCN1657d	Service Management	+£80 per month	1st September 2019 until PIN Pad Roll Out

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Service, Fixed Charges		Project is completed
CCN1657d	Security Management Service, Fixed Charges	+£1,158.00 per month	1st September 2019
CCN1657d	P2Pe Asset Management Service, Unit Charges per Registered PIN Pad	+£0.66 per Registered PIN Pad	1st September 2019
CCN1656a	Central Network Service, Fixed Charge	-£417.79 per month	1st September 2019
CCN1656a	Service Management Service, Fixed Charges	-£321.08 per month	1st September 2019
CCN1656a	Service Management Service, Fixed Charges	+£769.23 per month	1st April 2019
CCN1652c	HNG-A Gaps, SYSMAN3 and Residual Release 17 Component Infrastructure	£49,863.76 per month	1st April 2019 to 31st March 2020 (not subject to indexation)
CCN1655a	POLSAP Hosting Service, Fixed Charges	-£74,062.88 per month	14th March 2019
CCN1660a	Security Management	£820.41 per month	1st March 2019

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Service Fixed Charge		
CCN1660a	Security Management Service Fixed Charge	£1,053.03 per month	1st January 2020
CCN1660a	Security Management Service Fixed Charge	£806.45 per month	1st October 2019
CCN1660a	Security Management Service Fixed Charge	-£153.85 per month	1st July 2013
CCN1661a	HNG-A Gaps, SYSMAN3 and Residual Release 17 Component Infrastructure	£50,960.76 per month	1st April 2020 to 31st March 2021 (not subject to indexation)
CCN1662a	HNG-X Test Infrastructure	£178,131.21 per month	1st April 2020 to 31st December 2021 (subject to indexation on 1st April 2021)
CCN1665b	Service Management Service, Fixed Charges	+£130 per month	1st March 2020
CCN1665b	Security Management Service, Fixed Charges	+£1,158.00 per month	1st March 2020
CCN1665b	P2Pe Asset Management Service, Unit	+£0.66 per Registered PIN Pad per month	1st April 2020

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Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
	Charges per Registered PIN Pad		
CCN1648b	Central Network Service, Fixed Charges	-£4,582.68	1st September 2018
CCN1648b	Third Line Software Support Service, Fixed Charges	-£2,435.72	1st September 2018
CCN1648b	Service Management Service, Fixed Charges	-£1,238.15	1st September 2018
	Note 1: Subject to £1.3m payment in of 1 April 2017 and £2.6m in quarter 3 financial year 2017-2018 (within 20 Working Days from the invoice date) (£3.9m in total) as described in Schedule D1 paragraph 17		
For the avoidance of doubt charges in the year ending March 2023 for any rows in Annex B of Schedule D1 not specified above shall be £0, e.g. in relation to the Expiring Services, Terminating Services and Invest to Save."			

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ANNEX F

Removed by CCN 1616b

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ANNEX G GAIN SHARE

Gain Share Payments Table

		Months falling within Financial Years ending 31 March:								
CCN No.	**Month when Gain Share payments commence:**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**
		Gain Share payments in £ per month								
CCN1204a	April 2008	-		34,948	14,252	12,422	0	0	0	0

CCN1204a referred to in the table above relates to Post Office's initial order for 10,000 replacement counter printers. The Parties anticipate that Post Office may, in its discretion, order additional counter printers and that, when the changes to the Agreement necessary in respect of such additional printers are introduced under the Change Control Procedure, adjustments will be made in respect of the figures in the table above so that they are all positive. In the event that no further printers are ordered by Post Office, beyond the initial order for 10,000 printers, the negative figures in the table above represent amounts that shall be paid on a monthly basis in the Financial Years in question by Fujitsu Services to Post Office. The above figures have been calculated on the basis of an agreed estimate of the value of consumables which will be required in respect of the replacement counter printers and therefore, on or about 1 April 2008, Post Office and Fujitsu Services shall review the above Gain Share payments in the light of the actual cost of such consumables and those payments may be amended by agreement between Post Office and Fujitsu Services (such agreement not to be unreasonably withheld or delayed by either party) in accordance with Change Control Procedure.

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		Months falling within Financial Years ending 31 March:								
CCN No.	**Month when Gain Share payments commence:**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**
		Gain Share payments in £ per month								
CCN1212	April 2008	-		71,633	19,407	21,697	0	0	0	0

CCN1212 referred to in the table above relates to Post Office's additional order for 16,000 replacement counter printers. The above figures have been calculated on the basis of an agreed estimate of the value of consumables which will be required in respect of the replacement counter printers and therefore, on or about 1 April 2008, Post Office and Fujitsu Services shall review the above Gain Share payments in the light of the actual cost of such consumables and those payments may be amended by agreement between Post Office and Fujitsu Services (such agreement not to be unreasonably withheld or delayed by either party) in accordance with Change Control Procedure

		Months falling within Financial Years ending 31 March:								
CCN No.	**Month when Gain Share payments commence:**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**
		Gain Share payments in £ per month								
CCN1213	April 2008	-		4,947	6,773	7,963	0	0	0	0

CCN1213 referred to in the table above relates to Post Office's additional order for 9,000 replacement counter printers. The above figures have been calculated on the basis of an agreed estimate of the value of consumables which will be required in respect of the replacement counter printers and therefore, on or about 1 April 2008, Post Office and Fujitsu Services shall review the above Gain Share payments in the light of the actual cost of such consumables and those payments may be amended by agreement between Post Office and Fujitsu Services (such agreement not to be unreasonably withheld or delayed by either party) in accordance with Change Control Procedure.

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		Months falling within Financial Years ending 31 March:								
CCN No.	**Month when Gain Share payments commence:**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**
		Gain Share payments in £ per month								
CCN1219	January 2008	-	-9,766	-2,650	1,591	1,690	0	0	0	0

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SCHEDULE D2

ORDERING INVOICING AND PAYMENT

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	25/01/07	Baseline copy of 1.2
3.0	09/07/07	Baseline copy of 2.1
4.0	23/02/09	Baseline copy of 3.1
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	31/03/10	Applying changes as per CCN1276a
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Applying changes as per CCN1294d.
9.0	13/01/14	Applying changes as per CCN1349 and CCN1329a
10.0	10/09/15	Applying changes as per CCN1426 and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN1610 and moving all schedules to V12.0.
13.0		Updating as per CCN1616b, CCN1643 and moving all Schedules to v13.0
14.0	20/12/2021	Updating as per CCN1649, CCN1672a and moving all Schedules to v14.0

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SCHEDULE D2

ORDERING INVOICING AND PAYMENT

1. **PURPOSE**

1.1 This Schedule sets out the procedures for:

1.1.1 the ordering of Call Off Services;

1.1.2 Not Used

1.1.3 the ordering of Work Packages;

1.1.4 the raising and issuing of invoices by Fujitsu Services; and

1.1.5 the payment of all invoices by Post Office.

2. **ORDERING OF CALL OFF SERVICES**

The ordering process and ordering points for each Call Off Service shall be as set out in Service Description for that Service.

3. **Paragraph removed by CCN1616B**

4. **ORDERING OF WORK PACKAGES**

4.1 All Work Packages and Work Package Elements must be ordered by means of one or more Work Orders.

4.2 A Work Order consists of:

4.2.1 the Agreed Form Change Work Order signed by both Parties in accordance with this Schedule D2, being a single document comprising:

(a) agreed Change Work Order; and

(b) an agreed description of the Work Package or Work Package Element which is the subject of the Work Order;

4.2.2 a Purchase Order issued by Post Office; and, where required,

4.2.3 a signed CCN in accordance with paragraph 4.6.

4.3 The description of a Work Package comprising only Professional Services may consist solely of a description of:

4.3.1 the number of man days of effort by grade;

4.3.2 the start and end dates required; and

4.3.3 the nature of the task enabling the appropriate skill set to be identified.

4.4 The Change Work Order for a Work Package or Work Package Element shall specify:

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4.4.1 the terms and conditions, or in the case of Development Services, the set of Agreed Form Terms & Conditions which shall apply to that Work Package Element and any variations applicable to the Work Package or Work Package Element in question;

4.4.2 any conditions to which the conclusion of the Work Order will be subject (for example, any dependencies on the Post Office, and any acceptance criteria);

4.4.3 any estimated resources which will be required;

4.4.4 the gross price of the Work Package or Work Package Element;

4.4.5 where required, the number of the related CCN; and

4.4.6 the offer expiry date (the "Expiry Date").

4.5 Where a Work Package is broken down into a number of constituent Work Package Elements, a master Agreed Form Change Work Order may be agreed for the Work Package as a whole so that the Work Orders for its individual Work Package Elements may incorporate, or be made subject to, such master Agreed Form Change Work Order by reference.

4.6 Where the carrying out of a Work Order would require an amendment to this Agreement, the related CCN must be agreed by the Parties and signed before the Work Order is placed.

5. PROCESS FOR AGREEING WORK ORDERS, MAJOR CHANGES TO WORK ORDERS AND ADMINISTRATION

5.1 The process for agreeing Work Orders set out in this Schedule D2 and, in relation to Development Services, also in Schedule B1.1:

5.1.1 may be used, subject to paragraph 5.2, for ordering any goods and services as the Parties so agree; and

5.1.2 shall be used for ordering the Development Services referred to in paragraph 3.1 of Schedule B1.1. Unless agreed otherwise by the Parties in the Commercial Relationship, the Work Ordering Procedure shall be the only method by which Development Services can be procured by Post Office from Fujitsu Services.

5.2 Work Orders shall not be used for:

5.2.1 Operational Business Change (except for multiple Operational Business Changes that the Parties wish to undertake in a single exercise);

5.2.2 work required in respect of subject information requests under the Data Protection Act 1998, as to which the provisions of paragraph 2.4.7 of Schedule A4 shall apply; or

5.2.3 Paragraph removed by CCN1616b.

5.3 The processes set out in Schedule B1.1 and this Schedule D2 are subject to the governance arrangements set out in Schedule A2.

5.4 Requests for Work Packages, Agreed Form Change Work Order and Purchase Orders shall be sent by Post Office to the address notified to it by Fujitsu Services in accordance with Clause 57 or as otherwise agreed by the Parties.

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5.5 Proposals for Work Packages and Agreed Form Change Work Order shall be sent by Fujitsu Services to the Post Office Contract Management.

5.6 Fujitsu Services' authorised representative shall, subject to paragraph 5.7, within three weeks of receipt of a request for a Work Package from Post Office in accordance with paragraph 5.4 or where this is not possible, within such other reasonable timeframe as Fujitsu Services may notify Post Office Contract Management, offer to carry out Work Packages on the Change Work Order by signing a proposed Agreed Form Terms & Conditions in relation thereto and delivering it to Post Office Contract Management, Finsbury Dials, 1st Floor, 20, Finsbury Street, London, EC2Y 9AQ. If a CCN is required, a copy of the completed CCN signed by Fujitsu Services shall accompany the proposed Agreed Form Change Work Order. The offer may be taken up by Post Office in the manner described in paragraph 5.8 up to midnight on the Expiry Date.

5.7 In relation to any requests for a Work Package that involve software development received from Post Office in accordance with paragraph 5.4 that, in order to provide a detailed response, would require analysis to be undertaken by Fujitsu Services after 31 March 2010, Fujitsu Services' obligation under paragraph 5.6 shall be for its authorised representative to provide Post Office within three weeks of receipt of that Work Package request with a high level response indicating the charges that would be payable by Post Office to Fujitsu Services for providing a detailed response to the Work Package request. Such high level response shall set out:

5.7.1 the number of man days of effort required by grade;

5.7.2 lead times, start and end dates for the work required; and

5.7.3 the nature of the task envisaged, to enable the appropriate skill set to be identified.

Following review of such high level response, Post Office shall, within a reasonable period, notify Fujitsu Services whether it wishes Fujitsu Services to respond to the request for Work Package on the terms proposed by Fujitsu Services (or such other terms as the Parties may agree) and if so shall authorise Fujitsu Services to produce a detailed response on those terms and otherwise in accordance with paragraph 5.6.

5.8 To place the Work Order for the Work Package on the basis of the Change Work Order, Post Office Contract Management shall:

5.8.1 counter-sign the proposed Agreed Form Terms & Conditions;

5.8.2 where a CCN is required, counter-sign the CCN;

5.8.3 raise a Purchase Order in the amount of the gross price for the Work Package or Work Package Element and enter the Purchase Order number on to the signature sheet of the Agreed Form Terms & Conditions; and

5.8.4 deliver them to Fujitsu Services at the address referred to in paragraph 5.4 before midnight on the Expiry Date.

5.9 If a Work Order is received after the Expiry Date, Fujitsu Services may return the Work Order to Post Office within five Working Days clearly marked "rejected", in which case it shall be of no effect. If not so returned, it shall be deemed accepted notwithstanding that it was received after the Expiry Date.

5.10 If following the placing of a Work Order one or other Party discovers that it involves changes to the Agreement such that a CCN should have been agreed beforehand, that Party shall notify the other immediately and the Commercial Leads shall discuss the matter as soon as possible. If the Parties are unable to agree a CCN or a restriction of

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scope of the Work Order to avoid the need for a CCN, the Work Order shall be suspended and the costs committed on the Work Order up to that date shall be apportioned between the Parties equally.

5.11 Except where some other basis of charging has been agreed in the relevant Change Work Order, actual charges in relation to Work Orders in respect of Work Packages for Development Services shall be calculated in accordance with paragraph 8 of Schedule D1 on the basis of actual hours recorded.

5.12 Changes to the description of a Work Package or Work Package Element, the Change Work Order or other documents in approved form that are the subject of or incorporated in a Work Order that do not involve:

5.12.1 a net increase to the relevant budget;

5.12.2 an overall extension of Release timescales; or

5.12.3 any significant increase to the risks assumed by Fujitsu Services or Post Office in the delivery or receipt of Services, prospective Services or the performance of work pursuant to a Work Order,

may be made in accordance with the Change Control Procedure.

5.13 The following provisions shall apply in relation to changes to the description of a Work Package or Work Package Element, the Change Work Order or other documents in approved form that are the subject of or incorporated in a Work Order (the "Original Work Order") that cannot be made in accordance with paragraph 5.12:

5.13.1 the request by Post Office or proposal by Fujitsu Services for that change shall be dealt with in the same manner and in the same timescales as a request or proposal for Work Package, as described in paragraphs 5.1 to 5.9; and

5.13.2 the outcome of that request or proposal shall, if the change is approved by both Parties, be a new Work Order related to the Original Work Order.

5.14 The Charges contained within a CWO may comprise of the following two elements:

- ASM Development Capacity Resources –funded and reported under the ASM arrangement in accordance with the provisions in CCN1642. The availability of ASM Development Capacity Resources may be affected by work on problem resolution and other changes and may require an additional CR/CWO or an adjustment to timescale to complete the activities.
- Resources – funded on a Time and Materials basis by the CWO.

6. FREQUENCY AND TIMING OF INVOICES

6.1 Schedule D1 Monthly Charges

6.1.1 Fujitsu Services shall raise invoices calendar monthly in arrear for the: Operational Charges; the pre-paid Development Charges set out in paragraph 10.1 of Schedule D1; the Charges for Fujitsu Services' members of the SIP set out in paragraph 11 of Schedule D1; the Gain Share payments set out in Annex G to Schedule D1; the Charges for Hardware set out in paragraph 15

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of Schedule D1; and the Charges for DDS set out in Appendix 5 to Schedule I3 (Digital Development Services).

6.1.2 Additionally, Fujitsu Services shall raise invoices for the Charges set out in following paragraphs of Schedule D1 as they arise, calendar monthly in arrear: 3.1 (Charges for margin protection); 5.9 (Charges for CCN services); 7, other than paragraph 7.1 (Charges for Call Off Services); 12 (Charges for Transfer Services); and 13 (Charges for capacity additions).

6.1.3 For the purposes of this Schedule D2 each calendar month shall constitute an "Invoicing Period" and each Invoicing Period shall commence on the first (1st) day of the relevant calendar month and end on the last day of that calendar month.

6.2 Operational Business Change (Branch Change) Service

Fujitsu Services shall raise invoices for the Charges for the Operational Business Change (Branch Change) Service under paragraph 7.1 of Schedule D1 quarterly in arrear.

6.3 Third Party Management Services

Unless the Parties agree otherwise in the relevant CCN, Fujitsu Services shall invoice calendar monthly in arrear for its Charges in respect of each addition to the Third Party Management Service introduced under the Change Control Procedure.

6.4 Work Orders

6.4.1 Fujitsu Services shall raise invoices for Work Orders in accordance with the charging mechanism and payment schedule set out in the applicable Change Work Order.

6.4.2 In the event that the Change Work Order do not contain this information:

(a) payment for Work Orders where the Work Package or Work Package Element consists of the provision of Professional Services shall be made monthly as each month's work is completed;

(b) payment for other Work Orders shall be made once the Work Package or Work Package Element has been completed and Post Office has confirmed in writing that all specified acceptance criteria has been satisfied;

(c) The resourcing man days to support each activity under a Change Work Order will be charged on a time and materials basis using (i) the Rate Card as agreed in the relevant Change Work Order; and (ii) actual time incurred by Fujitsu Services in providing the support to Post Office, subject always to paragraph 3.1.3 of this Schedule and as evidenced by the timesheets provided by Fujitsu Services to Post Office by end of each month for Post Office's review and approval prior to invoicing.

(d) the payment terms set out in paragraph 10 shall apply to any such payment.

6.4.3 A Work Order (but not any CCN forming part of that Work Order) shall be deemed to be "closed";

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(a) when:

(i) the Work Package or Work Package Element which is the subject matter of that Work Order has been completed and, if acceptance criteria are specified in the Work Order, Post Office has confirmed in writing that all those criteria have been satisfied; or

(ii) Post Office terminates or cancels the Work Order (where it is entitled to do so); or

(iii) any specified period for carrying out the work in the Work Order expires; and

(b) when Fujitsu Services has confirmed in writing that all invoices for that Work Order (which will be listed by Fujitsu Services) have been raised; and

(c) when Post Office has confirmed in writing that none of those invoices are disputed.

6.4.4 Once a Work Order has been closed no further invoices may be raised for that Work Order. Invoices may continue to be raised for any Charges due to be paid in respect of any CCN forming part of a closed Work Order.

6.4.5 A CWO containing time and materials Rate Card Charges is impacted based on an activity estimate. There are some instances where the actual effort required to deliver a CWO will exceed the estimate and as soon as Fujitsu Services become aware it will liaise with the Post Office CWO owner, Project Owner or Project Manager to highlight the predicted over spend and where required will (i) if the excess amount meets the criteria under Schedule A3 (Change Control) raise a Change Control Note or a CWO; or (ii) get the excess amount signed off by Post Office in writing.

6.5 Paragraph removed by CCN1616b

6.6 Other amounts

To the extent not otherwise provided for under paragraph 6, Fujitsu Services shall raise invoices for any Charges, reimbursement of costs and/or expenses and/or other amounts due under this Agreement in accordance with the relevant provisions of this Agreement. Payment in respect of the reimbursement of any costs and/or expenses incurred by Fujitsu Services (together with any margin thereon to which Fujitsu Services is entitled) shall be due once such costs and/or expenses have been incurred by Fujitsu Services and subject to paragraph 10.2.

6.7 Discrete invoices and Delivery Point

Fujitsu Services shall invoice separately for each of the above and deliver all invoices and credit notes as scanned documents electronically to:

POLContractManagement@ **GRO** For the avoidance of doubt, paper copies will not be sent to Post Office Ltd.

6.8 Post Office Data Gateway (PODG) Client Connection Service

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Fujitsu Services shall raise invoices for the Charges for the Post Office Data Gateway (PODG) Client Connection Service under paragraph 7.12 and 7.13 of Schedule D1 monthly in arrears.

7. INVOICE DESIGN

7.1 Fujitsu Services shall ensure that the invoice design conforms to the Customs and Excise requirements for VAT purposes.

7.2 The Charges on each invoice shall be exclusive of VAT and the VAT shown as a separate amount and the prevailing rate expressed in percentage terms. The total sum payable inclusive of VAT must also be shown.

7.3 Fujitsu Services shall include, as a minimum, the following information on each invoice submitted:

7.3.1 invoice date;

7.3.2 such Purchase Order number as may have been supplied by Post Office to Fujitsu Services;

7.3.3 Work Package number (if relevant);

7.3.4 Invoicing Period;

7.3.5 Fujitsu Services' address and reference number for ACT purposes;

7.3.6 Fujitsu Services' VAT number;

7.3.7 the Post Office invoice address;

7.3.8 the total charge per Service;

7.3.9 discounts for early invoice settlement; and

7.3.10 other adjustments made.

7.4 Fujitsu Services shall separately identify the amount charged in respect of each individual Operational Charge in the Operational Charges Table in Annex B to Schedule D1 on each invoice raised and shall supply supporting information to explain all adjustments made in accordance with Schedule D1.

Fujitsu Services shall include on each invoice for Operational Business Change additional invoice details.

A summary will be issued to the Post Office Ltd Property Projects Central Admin Team each month to facilitate checking. Full supporting information will be supplied in spreadsheet form, showing at least the Change Control Number, BC, change type completed, the date that the change was completed, the number of counters affected, details of any additional charges, and the total cost of each individual change.

At the end of June, September, December and March, the summaries for the preceding three months will be amalgamated, and a total invoice

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value derived. A credit will then be applied to this invoice value, equivalent to 25% of the prepayment amounts applicable to that Financial Year detailed below:

Financial Year 2011/2012	£153692
Financial Year 2012/2013	£118140
Financial Year 2013/2014	£115291
Financial Year 2014/2015	£102014

Fujitsu Services will issue a quarterly invoice to Post Office Ltd that will be net of the 'credits' listed above. If the value of the credit exceeds the total invoice value for that period, then no invoice will be issued; the balance of the credit will be "lost", and not carried over into any subsequent charging period.

7.5 In order not to unnecessarily delay payment of invoices, Post Office Ltd will settle the due amount less any disputed entries or amounts

8. **APPLICATION OF LIQUIDATED DAMAGES AND POST OFFICE ADDITIONAL COSTS**

Payment of liquidated damages and Post Office Additional Costs shall be dealt with by the issue of credit notes (or, at Post Office's discretion, the payment of cash) in the manner set out in Clause 18.

9. **FINAL YEAR RETENTION**

9.1 For the penultimate and pre-penultimate invoices in the final three months of this Agreement, Fujitsu Services shall:

9.1.1 submit to Post Office documentation supporting 100% (one hundred percent) of the Charges payable in accordance with this Schedule; and

9.1.2 submit to Post Office an invoice equal to 80% (eighty percent) of the Charges calculated in accordance with sub-paragraph 9.1.1 above (the balance of 20% being referred to in this paragraph 9 as a "Retention").

9.2 Post Office shall pay to Fujitsu Services the value of the invoice submitted in accordance with sub-paragraph 9.1.2 plus VAT at the prevailing rate.

9.3 The final invoice for the final Financial Year of the Agreement shall include:

9.3.1 a calculation of all moneys outstanding to Fujitsu Services (including the two Retentions referred to in paragraph 9.1.2);

9.3.2 less any adjustments in respect of discounts and remedies;

9.3.3 plus an amount equal to interest on the Retentions at a rate per annum equal to LIBOR plus 1 per cent for the periods of the Retentions;

9.3.4 plus VAT at the prevailing rate.

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9.4 Post Office shall pay to Fujitsu Services the value of the invoice submitted in accordance with paragraph 9.3.

10. PAYMENT OF INVOICES

10.1 The Contract Manager shall review the invoices and shall authorise valid invoices for payment.

10.2 Payment of Charges in relation to the Services, HNG-X Development and Associated Change Development performed under this Agreement and any other amounts duly payable by Post Office under this Agreement shall be made within 30 days (or such other period as is specified in this Agreement in respect of a particular Charge or other amount duly payable) after:

10.2.1 receipt by Post Office (at its nominated address for invoices) of an invoice for such amounts which complies with paragraph 7 and is validly raised in accordance with paragraph 6; or

10.2.2 in the case of an invoice for such amounts which complies with paragraph 7 and is submitted early in accordance with paragraph 10.3, the date that invoice could have been validly raised in accordance with paragraph 6.

10.3 Each invoice may be submitted by Fujitsu Services to Post Office's nominated address for invoices no earlier than one week before it may be validly raised in accordance with paragraph 6.

10.4 Payments will be made by Post Office to Fujitsu Services by Automated Credit Transfer (ACT) unless otherwise specified by Post Office.

10.5 If after thirty (30) days payment has not been made for an invoice for Payment and Banking Service, Fujitsu Services will notify Post Office in writing and each party will escalate to the following personnel:

Post Office – Fujitsu Services Strategic Vendor Manager

Fujitsu Services – Delivery Executive

Fujitsu Services Subcontractor Ingenico - Head of Indirect Sales

If this cannot be resolved at this level then it will be escalated to:

Post Office – Chief Information Officer

Fujitsu Services – Post Office Client Executive

Fujitsu Services Subcontractor Ingenico - VP Global Enterprise Sales & Regional Marketing

If this cannot be resolved at this level then it will be escalated to:

Post Office – CEO

Fujitsu Services – CEO

Fujitsu Services Subcontractor Ingenico - Head of Enterprise Retail

whereupon immediate payment must be provided unless Post Office has notified Fujitsu Services of a disputed amount in accordance with the last sentence of this Paragraph. If immediate payment is not received within five (5) Business Days or Post Office has

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not notified Fujitsu Services of a disputed amount, Fujitsu Services may at its option, suspend delivery of the Payment and Banking Service until payment is made. For any disputed amounts, Post Office will provide notice to Fujitsu Services, including the basis for the dispute (including any supporting documentation where available) and the parties will meet within thirty (30) days of the date of the notice to resolve the dispute.

11. REPORTS TO THE POST OFFICE

11.1 Fujitsu Services shall use reasonable endeavours to provide, within 21 days of the end of each month, a report to Post Office showing the current status as at the end of that month of all current Work Orders and invoices relating to them. These reports will be sent as scanned documents electronically to POLContractManagement@ GRO and paper copies will not be sent. (For this purpose, a Work Order shall be current if Fujitsu Services expects to raise future invoices relating to it, or if there are invoices raised and not yet paid relating to it). This report shall be in the form of a spreadsheet and shall show for each current Work Order:

11.1.1 invoices raised and paid, with amounts, dates of invoice, dates of payment and relevant Purchase Order number;

11.1.2 invoices raised and not yet paid with amounts, dates of invoice, due dates of payment and relevant Purchase Order number;

11.1.3 invoices disputed with amounts, dates of invoice and relevant Purchase Order number; and

11.1.4 forecast amounts, dates of future invoices and relevant Purchase Order number (if relevant).

12. DISPUTES ARISING FROM INVOICES

In the event of any dispute relating to an invoice, either Party may invoke the Dispute Resolution Procedure.

13. ASSOCIATED DOCUMENTS

13.1 The following CCDs are associated with this Schedule D2:

	Document Reference	Document Title
1	SVM/SDM/SD/0014	Operational Business Change (Branch Change) Service: Service Description
2	BP/STD/003	Standard Terms and Conditions for Work Orders

13.2 There are no CRDs associated with this Schedule D2.

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SCHEDULE D3

GAIN SHARE

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all Schedules to v7.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/2015	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Moving all Schedules to V14.0

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SCHEDULE D3

GAIN SHARE

1. INTRODUCTION

1.1 Where, in accordance with the provisions of this Agreement, in particular those relating to the governance and functions of the SIP set out in Schedules A2 and B1.2, the Parties agree to share the benefit resulting from a cost saving initiative or future development work:

1.1.1 the principles set out in this Schedule D3 (referred to in this Agreement as "Gain Share") shall govern the arrangements for sharing that benefit; and

1.1.2 the details of the arrangement shall be agreed on a case by case basis under a CCN or Work Order or otherwise agreed in writing.

2. BENEFITS ELIGIBLE FOR GAIN SHARE

2.1 The benefits from future initiatives or developments that shall be eligible for Gain Share (subject to agreement in accordance with paragraph 1.1.2) ("Benefits") are as follows:

2.1.1 net savings in Fujitsu Services' costs of delivering the HNG-X Services:

(a) excluding those resulting from any Partial Termination;

(b) excluding those resulting from measures taken by Fujitsu Services to reduce the costs in its business generally (except to the extent those measures have been taken specifically in order to generate savings in the provision of Services to Post Office);

(c) as adjusted to allow for variations in the number of Branches, Counter Positions and all other variables referred to in Schedule D1; and

(d) subject to paragraph 5.3, achieved without changing the HNG-X Services, the Service Levels or other provisions of this Agreement;

2.1.2 net savings in Post Office's costs, achieved by involving the SIP, in respect of future IT developments;

2.1.3 net savings in Post Office's non-IT costs that result from initiatives brought to the SIP by Fujitsu Services; and

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2.1.4 Post Office's increase in profits or reduction in losses arising from new additional revenues from product developments that result from initiatives brought to the SIP by Fujitsu Services. This shall be net of any contribution that is displaced by the new product.

2.2 Where the Parties identify potential initiatives or developments that may result in Benefits arising:

2.2.1 the most appropriate Party shall produce a reasonably detailed business case in writing analysing the potential initiative or development, amounts proposed for investment and the potential Benefits arising. Information from each Party required to produce such a business case that is obtainable through operation of the provisions of Schedule D4 shall be used in such business case; and

2.2.2 such business case shall be presented to the Systems Integration Partnership and Executive Relationship at the earliest opportunity which shall be responsible for determining as soon as reasonably practicable whether and how to implement the relevant initiative or development. The Parties shall only proceed with an initiative or development where they agree that sufficient Benefits will arise from the relevant initiative or development to provide an adequate return to enable each Party to obtain approval for their respective business cases in accordance with internal policies then in force.

2.3 In relation to Benefits within the scope of paragraphs 2.1.2, 2.1.3 or 2.1.4, these shall only be shared by the Parties if the initiative or development work in question is included in the Working Document managed by the Systems Integration Partnership and Executive Relationship referred to in Annex 1 to Schedule A2.

3. PAYMENT/CREDIT

3.1 Benefits may be apportioned between the Parties by:

3.1.1 sharing (in accordance with the principles set out in this Schedule) the cost savings that arise from the cost saving initiative or development in question and:

(a) in the case of cost savings made by Fujitsu Services, reducing the Charges under the Change Control Procedure to reflect Post Office's share of those cost savings; and/or

(b) in the case of cost savings made by Post Office, agreeing the payments that will be made by Post Office to Fujitsu Services to reflect Fujitsu Services' share of those savings,

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in each case, provided that each party has carried out those actions that it agreed to undertake in order to achieve the relevant Benefits; and/or

3.1.2 sharing (in accordance with the principles set out in this Schedule) Post Office's increase in profits or reduction in losses arising from new additional revenues that result from the initiative or future development in question.

3.2 If the Parties agree that paragraph 3.1.1(b) or 3.1.2 apply, Post Office shall pay Fujitsu Services' agreed share of the Benefits which, unless otherwise agreed, shall be invoiced monthly in arrear in accordance with the provisions of Schedule D2.

3.3 The amount of the Benefits from each initiative or development available for Gain Share by each Party shall be ascertained in accordance with the provisions of Schedule D4.

3.4 Any agreed share of Benefits duly payable to Fujitsu Services under this Schedule D3 shall continue beyond termination or expiry of the entire Agreement, and the Open Book provisions in Schedule D4 shall continue to apply to enable verification of the Benefits available.

4. GAIN SHARE PRINCIPLES

4.1 Subject to paragraph 5, the Benefits resulting from each initiative or development shall be shared between the Parties according to the following principles:

4.2 **Investment Recovery**

4.2.1 Each Party shall be entitled to recover:

(a) its actual investment in the initiative or development; plus

(b) sufficient additional amounts to deliver an internal rate of return equal to the official Bank of England rate plus 2% per annum,

to the extent the aggregate of (a) and (b) is less than or equal to the Benefits (such amount being the "Investment Recovery").

4.2.2 Investment Recovery by each Party shall be achieved over the life of the assets acquired for the initiative or development or the duration of the initiative or development (as applicable) and shall be phased such that Investment Recovery is paid for out of the Benefits.

4.2.3 The amount of the Benefits utilised for Investment Recovery shall (if possible) be a fixed proportion (to be agreed on a case by case basis)

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of the Benefits in each of the years over the life of the assets acquired for the initiative or development or the duration of the initiative or development (as applicable).

4.2.4 Each Party's Investment Recovery as a share of the Benefits shall be in proportion to the amount actually invested by that Party in the initiative or development as compared to the amount actually invested by the other Party in that initiative or development.

4.3 **Additional Benefits**

4.3.1 Subject to paragraph 4.4.1, where Fujitsu Services provides actual investment entitling it to an Investment Recovery under paragraph 4.2, the proportion of the Benefits remaining after that allocated for Investment Recovery in accordance with paragraph 4.2 ("Additional Benefits") shall, subject to paragraph 4.3.2, be allocated between the Parties as follows:

(a) in the first twelve calendar months of Investment Recovery, Additional Benefits shall be allocated 70% to Fujitsu Services and 30% to Post Office;

(b) in the twelve calendar months after (a), Additional Benefits shall be allocated 50% to Fujitsu Services and 50% to Post Office;

(c) in the twelve calendar months after (b), Additional Benefits shall be allocated 30% to Fujitsu Services and 70% to Post Office; and

(d) in subsequent years all Additional Benefits shall be allocated to Post Office.

If the initiative or development in question is implemented in stages or is phased, the Additional Benefits resulting from each such stage or phase shall be treated separately and shared in accordance with the provisions above in this paragraph 4.3 with effect from the date of implementation of that stage or phase.

4.3.2 If Fujitsu Services' anticipated return, being calculated as the internal rate of return of a cash flow at constant prices (i.e. without adjustment for inflation) and before tax, comprising (i) its investment (as a negative amount) and (ii) its Investment Recovery and (iii) its share of the Additional Benefits (each of (ii) and (iii) as positive amounts):

(a) is less than 13% per annum then Fujitsu Services' share of the Additional Benefits shall be increased and Post Office's share decreased such that Fujitsu Services' total return on investment is above its

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anticipated total return on investment but no more than the lesser of:

(i) 13% per annum; and

(ii) the level at which Fujitsu Services' and Post Office's similarly calculated anticipated total internal rates of return on investment are equal; or

(b) exceeds 30% per annum then Fujitsu Services' share of the Additional Benefits shall be decreased and Post Office's share increased such that Fujitsu Services' total return on investment is equal to 30% per annum.

In the case of both (a) and (b) any such adjustments to the share of Additional Benefits will be on a basis that takes into account the years in which the investment is made and the extent of investment made in each year.

4.4 **Alternative Approach**

4.4.1 Where Fujitsu Services does not provide any actual investment entitling it to an Investment Recovery in relation to an initiative or development resulting in Benefits or if the application of the principles set out in this paragraph 4.4 in respect of any Additional Benefits would result in Fujitsu Services having a greater share of those Additional Benefits than it would do under paragraph 4.3, then the principles set out in this paragraph 4.4 shall apply instead of those in paragraph 4.3.

4.4.2 In relation to each initiative or development resulting in Benefits, any Additional Benefits (which, if Fujitsu Services does not provide any actual investment, shall be the proportion of the Benefits remaining after that allocated for Investment Recovery to Post Office only) shall be allocated between the Parties as follows:

(a) in the first thirty six calendar months of Investment Recovery, Additional Benefits shall be allocated 10% to Fujitsu Services and 90% to Post Office; and

(b) in subsequent years all Additional Benefits shall be allocated to Post Office.

4.4.3 If the initiative or development in question is implemented in stages or is phased, the Additional Benefits resulting from each such stage or phase shall be treated separately and shared in accordance with the provisions above in this paragraph 4.4 with effect from the date of implementation of that stage or phase.

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4.5 For Benefits of the type described in paragraph 2.1.1, if during the periods referred to in paragraphs 4.3.1(a) to (c) (inclusive) and 4.4.2(a) in which Additional Benefits are apportioned (as adjusted in accordance with paragraph 4.3.2, where applicable) it is established through Benchmarking that the Charges for delivering an HNG-X Service (excluding the Gain Share payments (if any) in respect of that HNG-X Service) are above the target price range (as described in paragraph 3.8 of Schedule D6) the Gain Share payments being made to Fujitsu Services in respect of that HNG-X Service shall cease.

5. ALTERNATIVE GAIN SHARE APPROACHES

5.1 The Parties acknowledge and agree that the Gain Share principles set out in this Schedule in relation to the Benefits eligible for Gain Share and the means of sharing those benefits may not be applicable or appropriate to every Gain Share initiative or development.

5.2 Each Party shall consider and shall not unreasonably withhold or delay its agreement to any reasonable modified or alternative Gain Share arrangement proposed by the other Party in relation to a particular initiative or development. Such matters shall be dealt with by the Systems Integration Partnership and Executive Relationship.

5.3 The parties acknowledge and agree that in exceptional circumstances it may be beneficial to consider proposals which generate savings in the Charges but only if the HNG-X Services, Service Levels or other provisions of this Agreement are changed. Any Gain Share payable in such cases shall be agreed on a case by case basis following the general approach set out above.

6. ASSOCIATED DOCUMENTS

6.1 There are no CCDs associated with this Schedule D3.

6.2 There are no CRDs associated with this Schedule D3.

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SCHEDULE D4

OPEN BOOK

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections by PO
1.2	11/10/06	Further minor corrections from FS
2.0	25/01/07	Baseline copy of 1.2
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	31/03/10	Applying changes as per CCN1276a
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to V7.0 in accordance with CCN1294d
9.0	13/01/14	Moving all schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN1610 and moving all schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Moving all Schedules to V14.0

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SCHEDULE D4

OPEN BOOK

1. INTRODUCTION

1.1 The purpose of this Schedule D4 is to define and set out the principles of Open Book cost verification and reporting in relation to HNG-X Development Charges and Migration Charges.

1.2 Fujitsu Services warrants to Post Office that the HNG-X Baseline Open Book Information is, and undertakes that all other information supplied pursuant to this Schedule D4 will be, to the best of the knowledge and belief of Fujitsu Services, having taken reasonable steps to verify the same, true, accurate and not misleading as at the date at which it is supplied and prepared on the same basis, and with the same data, as used by Fujitsu Services for its own accounting records and planning processes.

1.3 Open Book will apply to any information which Post Office reasonably requests to:

1.3.1 verify any proposed variations to the Charges, prior to agreement to such variations under the Change Control Procedure and limited to those items which relate to the parts of the Charges intended to be amended;

1.3.2 investigate through the SIP all cost reduction opportunities, either as part of a specific project or as part of a review of business and technical strategies;

1.3.3 verify that cost savings generated that will be eligible for Gain Share are being stated accurately and in full (including in relation to the amount of Benefits);

1.3.4 verify the Migration Charges;

1.3.5 verify the costs of reinstatement of Horizon Applications in Branches, where Fujitsu Services is entitled to charge Post Office for such costs under Clause 47.13.2; and

1.3.6 verify the following:

(a) costs associated with the procurement of associated activities from third parties in accordance with paragraph 5.2 of Schedule A1 (if Fujitsu Services is appointed as the Preferred Systems Integrator);

(b) charge to Post Office of the Fujitsu Service Cost, as referred to in paragraph 2.1.1 of Schedule A4;

(c) additional Operational Charges in the period from 31 March 2010 if Project HNG-X is terminated for convenience, as referred to in paragraph 6.2 of Schedule D1;

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(d) the basis of any fixed price proposed by Fujitsu Services for Development Services (prior to agreement upon such price) as referred to in paragraph 10.9 of Schedule D1;

(e) cost to Fujitsu Services of employment of Fujitsu Services SIP Team Members, as referred to in paragraph 11.1 of Schedule D1;

(f) costs incurred by Fujitsu Services as a result of a Design Limit being exceeded as referred to in paragraph 13.3 of Schedule D1;

(g) the basis of any fixed price proposed by Fujitsu Services for enhancements to the Infrastructure (prior to agreement upon such price) as referred to in paragraph 13.4.2 of Schedule D1;

(h) the adjustment in costs incurred by Fujitsu Services as a result of the applicable limits on the volumes of monthly calls to the Service Desk being exceeded or not being reached as referred to in paragraph 2.4.2.1 of the CCD entitled "Service Desk: Service Description" (SVM/SDM/SD/0001);

(i) the adjustment in costs incurred by Fujitsu Services as a result of any increase to the percentage of Incidents logged via a Web Interface as referred to in paragraph 2.4.2.3 of the "Service Desk: Service Description" (SVM/SDM/SD/0001);

(j) the basis of any price proposed in connection with a proposed change to a level of service as referred to in paragraph 2.4.2.4 of the CCD entitled "Service Desk: Service Description" (SVM/SDM/SD/0001); and

(k) Paragraph removed by CCN1610.

1.4 Any information requested by Post Office in accordance with this Schedule D4 shall be provided by Fujitsu Services in relation to the costs, Charges or prices in question:

1.4.1 subject to paragraph 2.1, in a form which reasonably demonstrates the basis upon which the costs have been or are forecast to be incurred by Fujitsu Services.

1.4.2 in the form of such financial, accounting and other information as Post Office may reasonably require to verify those costs; and

1.4.3 as soon as reasonably practicable.

1.5 Where the cost item to be verified in accordance with this Schedule D4 relates to a product or service which is to be provided by Fujitsu Services in the performance of its obligations under this Agreement and such product or service is procured from within the Fujitsu Services Group, Fujitsu Services shall provide a certificate executed by Fujitsu Services' Chief Financial Officer confirming that:

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1.5.1 such product or service has been provided within the Fujitsu Services Group on a break-even basis; and

1.5.2 the costs of such products or services, as reflected in the Charges to Post Office, are consistent with those that are or would be reflected in the charges to other customers of Fujitsu Services if such customers do or were to receive the benefit of the same or substantially similar products or services.

2. COST INFORMATION IN RELATION TO VARIED CHARGES

2.1 For the purpose set out in paragraph 1.3.1, the information that Post Office shall be entitled to request from Fujitsu Services shall be:

2.1.1 in relation to any proposed variations of any of the following services, the following cost information:

(a) Service Desk Service

(i) Total headcount;

(ii) Total number of help desk workstations;

(iii) Total headcount related costs and itemisation of what these comprise;

(iv) 'Seat' costs, for example the software, hardware, support and maintenance required to provide the Horizon Service Desk environment; and

(v) Service management headcount and headcount costs.

(b) Engineering Service

(i) Cost of repairs;

(ii) Number of engineering visits;

(iii) Total cost of engineering visit;

(iv) Total cost of router and battery deployment and portable appliance testing; and

(v) Service management headcount and headcount costs.

(c) Operational Business Change (Branch Change) Service

- Headcount.

(d) Data Centre Operations Service

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(i) Total headcount related costs;

(ii) Total hardware maintenance;

(iii) Total hosting costs; and

(iv) Service management headcount and headcount costs.

(e) Systems Management Service

(i) Headcount;

(ii) Total headcount related costs;

(iii) Number of seats;

(iv) Total cost of seats; and

(v) Systems management third party software support costs.

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(f) Network related Services

(i) Branch Network Service: number of lines and cost per line per service;

(ii) Central Network Service:

(1) Circuit details and costs; and

(2) Network hardware component maintenance; and

(iii) Network management:

(1) Total headcount related costs; and

(2) Third party service management.

(iv) Service management headcount and headcount costs.

(g) Reference Data Management Service

(i) Headcount; and

(ii) Total headcount related costs.

(h) Third Line Software Support Service

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(i) Headcount; and

(ii) Total headcount related costs.

(i) Management Information Service

(i) Headcount; and

(ii) Total headcount related costs.

(j) Service Management Service

(i) Headcount; and

(ii) Total headcount related costs.

(k) Reconciliation Service

(i) Headcount; and

(ii) Total headcount related costs.

(l) Security Management Service

(i) Headcount; and

(ii) Total headcount related costs.

(m) Application Support Service (Fourth Line)

(i) Headcount;

(ii) Total Headcount related costs; and

(iii) Third party costs.

(n) Service Integration Service

(i) Headcount;

(ii) Total headcount related costs; and

(iii) Third party costs; and

(o) Third Party Management Service

(i) Headcount;

(ii) Total headcount related costs; and

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(iii) Third party costs.

2.1.2 in relation to any modified or additional non-annualised Charges, details of proposed new or modified capital expenditure in relation to Project HNG-X, the Associated Changes or future projects, such details shall include the quantities, specification, model number, price for each major hardware item, and associated software licences.

2.2 Information provided in accordance with paragraph 2.1 shall be provided in the same format and at the same level of detail as the corresponding information in the HNG-X Baseline Open Book Information.

3. OTHER FUJITSU INFORMATION

3.1 In respect of any Charge for services or goods which is stated in Schedule D1 to be priced on an Open Book basis, information provided in accordance with paragraph 1.4 shall include (without limitation) copies of invoices and estimates from suppliers and subcontractors providing those services or goods to Fujitsu Services and details of Fujitsu Services' own costs in similar detail to the HNG-X Baseline Open Book Information for the relevant services.

4. POST OFFICE INFORMATION

4.1 Post Office shall, upon the request of Fujitsu Services, provide information to Fujitsu Services which reasonably demonstrates the basis upon which any Gain Share has been calculated by Post Office (but not in relation to net savings in Fujitsu Services' costs of delivering the HNG-X Services in respect of each SIP initiative).

4.2 Any information requested by Fujitsu Services in accordance with paragraph 4.1 shall be provided by Post Office:

4.2.1 in the form of such financial, accounting and other information as Fujitsu Services may reasonably require to verify the costs incurred by Post Office or otherwise verify the basis on which Gain Share has been calculated;

4.2.2 as soon as reasonably practicable; and

4.2.3 accompanied by a certificate from Post Office's Finance Director stating the information supplied is, to the best of his knowledge and belief, having made reasonable enquires to verify the same, true, accurate and not misleading but only to the extent this can be achieved using the management accounting and costing systems normally used by Post Office.

5. ASSOCIATED DOCUMENTS

5.1 The following CCDs are associated with this Schedule D4:

	Document Reference	Document Title

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1	COM/MGT/PRO/0002	HNG-X Baseline Open Book Information

5.2 The following CRDs are associated with this Schedule D4:

	Document Reference	**Document Title**
	No CRDs Applicable	

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SCHEDULE D5

AUDIT

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.2	11/10/06	Minor corrections by FS
2.0	25/01/07	Baseline copy of 1.2
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	31/03/10	Applying changes as per CCN1276a
7.0	10/05/10	Moving schedules to V7.0 as agreed with Fujitsu.
8.0	21/02/12	Moving all schedules to V8.0 in accordance with CCN1294d
9.0	13/01/14	Applying changes as per CCN1349 and CCN1322b
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Applying changes as per CCN1672a and moving all schedules to V14.0

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SCHEDULE D5

AUDIT

1. SCOPE

1.1 This Schedule identifies:

1.1.1 in paragraphs 2 to 6 (inclusive) the audit requirements with which Fujitsu Services and its sub-contractors shall comply in connection with Post Office's rights set out in Clause 25 to audit Fujitsu Services' compliance with this Agreement; and

1.1.2 in paragraph 7, provisions of this Agreement dealing with the audit trail of Transactions.

2. POST OFFICE'S AGENTS

2.1 For the purpose of this Schedule, Post Office's Agents shall mean:

2.1.1 Post Office;

2.1.2 internal auditors of Post Office or of the Royal Mail Group;

2.1.3 statutory or regulatory auditors of Post Office;

2.1.4 external auditors appointed by Post Office; and

2.1.5 authorised agents or successors of the persons listed in paragraphs 2.1.1 to 2.1.4 (inclusive) above.

provided that, for Payment and Banking Service, Post Office's Agent does not provide services similar to the Services in competition with Fujitsu Services Subcontractor Ingenico

3. RECORD KEEPING

3.1 Fujitsu Services shall maintain or shall cause to be maintained an audit trail of all Transactions and Events in strict conformance to the relevant standards contained in the documents referred to in paragraph 4.1.4 of Schedule A4.

3.2 Paragraph 3.1 shall not apply in respect of the Superstock Solution or the Salesforce Support Service Hosting.

3.3 The audit trail of Records to which Post Office's Agents may have access in accordance with Clause 25 and paragraph 4 is referred to as the commercial audit trail in the CCD entitled "Audit Trail Functional Specification" (CR/FSP/006).

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3.4 The exclusion in the CCD entitled "Audit Trail Functional Specification" (CR/FSP/006) of any items from the Records shall not prevent Post Office from receiving those items (or information relating to the same) where Post Office is entitled to such items or information in accordance with the provisions of Schedule D4. To the extent that Post Office duly requests and receives Open Book information from Fujitsu Services in accordance with the provisions of Schedule D4 then, notwithstanding any such exclusions in the CCD entitled "Audit Trail Functional Specification" (CR/FSP/006), Post Office Agents shall have access to that Open Book information as part of the Records, but shall not be entitled to any additional material pursuant to paragraph 4 as a result of that Open Book information being part of the Records.

4. ACCESS

4.1 Fujitsu Services shall provide Post Office's Agents with access to such additional material as may be reasonably required to support the Records. Such access shall include access to:

4.1.1 premises;

4.1.2 facilities;

4.1.3 services;

4.1.4 documentation;

4.1.5 information (magnetic or otherwise);

4.1.6 staff;

4.1.7 procedures; and

4.1.8 timesheets and other data used directly as a basis for charging,

4.1.9 belonging to Fujitsu Services, which relate to the provision of the Services.

4.2 Fujitsu Services shall provide reasonable assistance at all times during the currency of this Agreement for the purposes of allowing Post Office to obtain such information as is necessary to fulfil Post Office's obligations to supply information for parliamentary, judicial, regulatory or administrative purposes.

4.3 On notification of an audit as specified in paragraph 5 Fujitsu Services shall provide Post Office's Agents with reasonable access to the audit trail referred to in paragraph 3.1 and the facility to interrogate that audit trail using reasonably selected criteria.

4.4 Post Office shall require Post Office's Agents to comply with Fujitsu Services' reasonable security requirements whilst on the Fujitsu Services' premises, the scope of which Fujitsu Services shall notify to Post Office's Agents directly on notification of audit.

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5. NOTIFICATION OF AUDIT

5.1 Subject to Clause 25.3 (Audit), Fujitsu Services and Post Office shall from time to time agree arrangements (such agreement not to be unreasonably withheld or delayed), including timescales, for audits required by Post Office. Such audits shall take place no more than once per year during normal business hours for Payment and Banking Service and shall be subject to a minimum of fifteen (15) Business Days' notice, save that, the limitations and notice requirements in this Paragraph shall not apply where Post Office reasonably suspects (i) fraud, material accounting mistakes or suspected criminal activity; or (ii) non-compliance with security requirements applicable to the Payment and Banking Service, provided that in such cases Post Office shall (where possible and permitted by applicable law) still provide to Fujitsu Services as much notice as is reasonably possible.

5.2 With respect to Clause 25.3 (Audit), where the investigations find no evidence of fraudulent activity or other impropriety by Fujitsu Services or Fujitsu Services' agents, then at the discretion of Post Office, Fujitsu Services may be paid reasonable additional charges for its assistance.

6. RESPONSE TO AUDITS

6.1 General

6.1.1 Post Office's Agents may produce reports to Post Office indicating areas of non-compliance with the Agreement or any other reports they deem appropriate. Post Office's Agents may also make recommendations.

6.1.2 Following each audit Post Office shall provide, to Fujitsu Services, a report approved by Post Office's Agents indicating:

6.1.2.1 any areas of non-compliance with this Agreement which Fujitsu Services is required to rectify; and

6.1.2.2 any audit recommendation with which Post Office requests Fujitsu Services to comply.

6.1.3 Post Office shall give Fujitsu Services a minimum of 30 days to review the factual issues relevant to Fujitsu Services which are raised by the audit reports and to comment upon the recommendations.

6.1.4 In the event that Fujitsu Services disputes the findings of any audit then the Dispute Resolution Procedure shall be invoked.

6.2 Action on agreed Non-Compliance

Any agreed non-compliance shall constitute a Default and Fujitsu Services shall at Fujitsu Services' own expense, implement any changes necessary to remedy areas of non-compliance with the terms of the Agreement as identified by Post Office's Agents.

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6.3 Action on Recommendations

Post Office may request Fujitsu Services to implement audit recommendations in accordance with the provisions of the Change Control Procedure.

6.4 Evidence

Fujitsu Services shall provide, in accordance with the timescales agreed in the implementation plan for any change arising from an audit, evidence, either documentary or demonstrative, of changes required by Post Office in accordance with paragraphs 6.2 and 6.3 above, and shall, if required, provide access to the representatives of Post Office, to permit Post Office's Agents to monitor and confirm the implementation of such changes.

7. AUDIT TRAIL OF TRANSACTIONS

7.1 The Business Capabilities and Support Facilities provided by Fujitsu Services relating to the audit trail of Transactions undertaken in Branches are provided for in Schedule B3.2 and the provisions dealing with the operational audit trail set out in the CCD entitled "Audit Trail Functional Specification" (CR/FSP/006).

7.2 Fujitsu Services shall ensure that Post Office's Agents can gain access in each Branch to the Post Office Data in respect of that Branch held by Fujitsu Services to enable internal Post Office audit requirements to be met.

7.3 Paragraph 7.2 shall not apply in respect of the Superstock Solution or the Salesforce Support Service Hosting.

8. ASSOCIATED DOCUMENTS

8.1 The following CCDs are associated with this Schedule D5:

	Document Reference	Document Title
1	CR/FSP/006	Audit Trail Functional Specification

8.2 The following CRDs are associated with this Schedule D5:

	Document Reference	Document Title
	NO CRDs APPLICABLE	

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SCHEDULE D6

MARKET TESTING

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections
2.0	25/01/07	Baseline copy of 1.1
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	04/01/10	Amendments as per CCN 1268
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to V7.0 in accordance with CCN1294d
9.0	13/01/14	Applying changes as per CCN1349 and CCN1400
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/2017	Moving all schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Moving all Schedules to V14.0

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SCHEDULE D6

MARKET TESTING

1. OVERVIEW

1.1 This Schedule D6 defines the processes available to the Parties for Market Testing the Testable Services.

2. MARKET TESTING METHODS

2.1 Subject to paragraphs 5.1 and 6.1, the Market Testing method for all Testable Services shall be Benchmarking.

2.2 Fujitsu Services may not increase any Charges, decrease any Services Levels or (unless required by Post Office pursuant to paragraph 4.3) cease providing any Services in connection with or as a consequence of Market Testing save where Fujitsu Services participates in Competitive Tendering and is appointed by Post Office as the winning tenderer, in which case the Agreement shall be amended under the Change Control Procedure to reflect Fujitsu Services' tender as described in paragraph 4.3.3(a).

2.3 Governance in respect of Market Testing in terms of monitoring, review and reporting of events and progress and issue resolution shall be managed by the Commercial Relationship and overseen by the Systems Integration Partnership and Executive Relationship, as described in Schedule A2.

3. BENCHMARKING

3.1 The purpose of Benchmarking (the "Benchmark Purpose") is to compare the value for money of the Benchmark Services with Equivalent Services. The focus shall be on comparing the price of the Benchmark Services with market prices, but taking account of current technologies at the time of Benchmarking, and not restricted to the same technical solution as is used in the HNG-X Services.

3.2 The target price range for each Benchmark Service shall be as described in paragraph 3.8.

3.3 The Charges for the Benchmark Service to be used in Benchmarking comparisons are the Charges then set out in paragraph 2 of Schedule D1 (as adjusted in accordance with paragraph 4 of Schedule D1) for that Service for the remaining term of the Agreement, applying the volumes (in relation to any variable Charges) then forecast in the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033), excluding (i) the Service Management Element, and (ii) any Gain Share payments that may be payable to Fujitsu Services in relation to cost savings in respect of that Service.

3.4 Fujitsu Services shall, unless paragraph 5.1.2 applies, initiate Benchmarking and unless any of paragraphs 5.1.1, 5.1.3, 6.1.1 or 6.1.3 apply procure that Benchmarking is completed in respect of each Testable Service referred to in the Benchmarking timetable in Annex 2 (as such timetable is varied in accordance with paragraph 3.5) in each

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Financial Year in which that Service is due to be Benchmarked as set out in that timetable up to and including 31st March 2015. After 31st March 2015, the Parties acknowledge and agree that there shall be no Benchmarking of Testable Services.

3.5 The Benchmarking timetable in Annex 2 may be revised and any Testable Services set out in Annex 1 may be added to that timetable by written agreement between the Parties, subject to the following provisions:

3.5.1 no more than two Testable Services shall be timetabled for Benchmarking in any Financial Year;

3.5.2 no Testable Service shall be timetabled for Benchmarking more than once every three Financial Years; and

3.5.3 no Testable Service shall be Benchmarked before the Service first becomes eligible for Benchmarking as set out in Annex 1.

If no revisions are agreed to the timetable in Annex 2 then, subject to paragraph 3.5.3, that shall be the timetable for Benchmarking. The date in the Benchmarking timetable by which a Benchmarking is due to be completed shall be put back, day for day, to the extent that Post Office unreasonably withholds or delays its agreement under paragraph 3.7.3 to the Benchmarker's proposed approach for that Benchmarking.

3.6 Fujitsu Services shall procure Benchmarking from the Benchmarking consultancy who ordinarily provides benchmarking services to Fujitsu Services, provided that that person is an independent and generally recognised, within the IT industry, benchmarking consultancy in the United Kingdom (the "Benchmarker"). The Parties acknowledge that at the date of this Agreement Fujitsu Services uses Gartner Consulting or Compass Management Consulting as its benchmarking consultant, either of which may be used by Fujitsu Services as the Benchmarker so long as it remains an independent and generally recognised, within the IT industry, benchmarking consultancy in the United Kingdom. Any alternative benchmarking consultancy used to undertake Benchmarking that meets the requirements of the first sentence of this paragraph shall be notified by Fujitsu Services to Post Office.

3.7 Fujitsu Services shall procure that:

3.7.1 the Benchmarker shall select services for the Benchmark Group of an appropriate standard, quality and relevance to the Benchmark Services in order to achieve the Benchmark Purpose having due regard to all relevant factors, including the nature and type of service concerned and the requirement of the service recipient in relation thereto. The Benchmark Group shall (where such services are available in the market) include examples of services which meet the same business requirements as a Benchmark Service, but which utilise more recent technology than that used to deliver the relevant Benchmark Service;

3.7.2 no later than 30 Working Days before the date notified by Fujitsu Services to Post Office when each Benchmarking is due to commence, Post Office shall be provided with the Benchmarker's proposed approach to Benchmarking,

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including the Benchmark Group that is proposed and the metrics to be used in adjusting benchmark data so that comparisons can be made on a like-for-like basis;

3.7.3 without prejudice to Post Office's right under paragraph 6.1.3, the Benchmarker shall make such changes to the approach as the Parties and the Benchmarker consider and agree to be reasonable, such changes to the approach to be agreed no later than 20 Working Days before the Benchmarking is due to commence. Either Party may include within such changes as are requested a request that the Benchmark Group includes a service that meets the same business requirements as the Benchmark Service, irrespective of the technology used to deliver that service;

3.7.4 within 30 Working Days following the date on which a particular Benchmarking is due to be completed in accordance with the timetable referred to in paragraph 3.4, the Benchmarker shall deliver a benchmarking report to each Party (a "Benchmarking Report"). The Benchmarking Report shall contain the documented findings and recommendations of the Benchmarker, including any key financial and technical information supporting such recommendations; and

3.7.5 Post Office is given such direct access to the Benchmarker and the data and information underlying the Benchmarking Report as Post Office may reasonably require in order to discuss and understand the Benchmarking Report and its assumptions.

3.8 If the Charges for the Benchmark Services (as described in paragraph 3.3) are greater than the amount "A" calculated using the following formula those Charges shall be deemed to be above the target price range, that range, for the purposes of this Schedule D6, being the range between the lowest price service in the Benchmark Group and the amount "A".

$A = ((0.375N - Z) \times (P2 - P1)) + P1$

where

N is the total number of services in the Benchmark Group;

Z is the integer part of 37.5% of N;

P1, having put the services in the Benchmark Group in ascending order by price (such prices having been adjusted pursuant to any agreed weighting mechanism applied by the Benchmarker) and numbered those services consecutively starting at one for the service with the lowest price, is the price for the service numbered Z; and

P2 is the price for the service numbered Z + 1, such price having been adjusted pursuant to any agreed weighting mechanism applied by the Benchmarker.

3.9 If, pursuant to paragraph 3.8, the Charges for the Benchmark Service are deemed to be above the target price range, within 30 days of the issue of the Benchmarking Report Fujitsu Services shall:

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3.9.1 either adjust its price for the Benchmark Service so that it falls within the target price range and continue to provide the Benchmark Service as previously; or

3.9.2 initiate Competitive Tendering in accordance with paragraph 5 to appoint a new sub-contractor to Fujitsu Services in respect of the Benchmark Service so that the Benchmark Service may be provided more cost-effectively; or

3.9.3 notify Post Office that (i) it does not consider it possible to provide the Benchmark Service at a price that is within the target price range and achieve an adequate gross margin on that Benchmark Service and (ii) its reasons for this conclusion.

4. COMPETITIVE TENDERING

4.1 The purpose of Competitive Tendering is to identify potential alternative suppliers of Competitive Tendering Services (either as potential sub-contractors to Fujitsu Services or as direct suppliers of the service to Post Office) who can offer improved value for money in providing the Competitive Tendering Services.

4.2 Competitive Tendering may be carried out either:

4.2.1 by Fujitsu Services (for the purpose of finding a new sub-contractor), in the circumstances described in paragraph 5.1; or

4.2.2 by Post Office (for the purpose of finding a new direct supplier) pursuant to paragraph 6.1.

4.3 Following Competitive Tendering, Post Office may decide at its sole option:

4.3.1 to continue with the current Service from Fujitsu Services at the current prices;

4.3.2 in the case of Competitive Tendering undertaken by Fujitsu Services where the outcome of the tender process is such that, if Fujitsu Services was to sub-contract all or part of the Competitive Tendering Service in question to an alternative service provider identified in the tender process a downward revision to the Charges would be, in the mutual opinion of the Post Office and Fujitsu Services, deliverable, to require Fujitsu Services to sub-contract such Competitive Tendering Service to such alternative service provider and revise its Charges accordingly so that the Charge for that Competitive Tendering Service shall be equivalent to the sum of: (i) the costs to Fujitsu Services of that sub-contract (which may include Interface Establishment Costs allocated to such alternative service provider), (ii) the Relevant Margin thereon, and (iii) the Service Management Element; or

4.3.3 in the case of Competitive Tendering undertaken by Post Office:

(a) where Fujitsu Services is the winning tenderer, to continue with the Competitive Tendering Service from Fujitsu Services on a revised basis to be agreed under the Change Control Procedure, to reflect the

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specification and charges for that service tendered by Fujitsu Services, as amended and agreed with Post Office; or

(b) where the outcome of the tender process is that an Equivalent Service to the Competitive Tendering Service is available at a price which is less than the Charges for that Competitive Tendering Service (excluding (i) the Service Management Element, and (ii) any Gain Share payments that may be payable to Fujitsu Services in relation to cost savings in respect of that Service) either:

(i) to invite Fujitsu Services to appoint the winning tenderer as a new subcontractor within 60 Working Days (or such other period as the Parties may agree) of such invitation and to revise its Charges for the Competitive Tendering Service on the same basis as such Charges may be revised under paragraph 4.3.2; or

(ii) to appoint the winning tenderer as a direct supplier to Post Office and terminate that Competitive Tendering Service (as a Terminable Service) in accordance with Clause 47.10.1 of the Agreement.

4.4 In the event that Post Office exercises its option pursuant to paragraph 4.3.3(b)(i) and either:

4.4.1 Fujitsu declines to appoint such winning tenderer; or

4.4.2 the time limit specified in paragraph 4.3.3(b)(i) expires prior to Fujitsu Services appointing the winning tenderer,

Post Office may, at its sole option, exercise its rights under paragraph 4.3.3(b)(ii), failing which paragraph 4.3.1 shall apply.

5. COMPETITIVE TENDERING BY FUJITSU SERVICES

5.1 Fujitsu Services shall undertake Competitive Tendering where:

5.1.1 subject to paragraph 6.1.3, the Benchmarker notifies the Parties that, in the Benchmarker's reasonable opinion, due to the lack of availability of suitable services for inclusion in the Benchmark Group or other reasons in connection with the Benchmarking process or criteria, it will not be or has not been possible to perform a satisfactory Benchmarking for that Service and the Parties agree that Competitive Tendering by Fujitsu Services may result in a downward revision to the Charges for the Testable Service in question; or

5.1.2 the Parties have agreed that the Testable Service is one which should be provided by Fujitsu Services through sub-contractors, with the aim that each such subcontract should be of no more than four years' duration; or

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5.1.3 Fujitsu Services fails to initiate Benchmarking of a Testable Service in accordance with paragraph 3.4, and Post Office notifies Fujitsu Services that Fujitsu Services shall initiate a competition in respect of that Testable Service in accordance with this paragraph 5; or

5.1.4 paragraph 3.9.2 applies,

and in each case Fujitsu Services shall initiate Competitive Tendering within three months.

5.2 When paragraph 5.1 applies Fujitsu Services shall carry out, or procure that an Independent Adviser (such Independent Adviser to be agreed with Post Office and such agreement not to be unreasonably withheld or delayed) conducts, Competitive Tendering in each case with a view to appointing a new sub-contractor to Fujitsu Services in respect of the Service in question so that the Service may be provided more cost-effectively.

5.3 Fujitsu Services shall ensure that:

5.3.1 once initiated in accordance with paragraph 5.1, Competitive Tendering shall be actively continued and in any event completed within six months or in accordance with any timetable agreed in writing between the Parties;

5.3.2 all invitations to tender and other key tender documents are submitted to Post Office for its approval (such approval not to be unreasonably withheld or delayed) prior to being provided to potential tenderers; and

5.3.3 Post Office is provided with copies of all tenders received, subsequent related correspondence and documentation and valuation assumptions or processes adopted from time to time throughout the tendering process and, in the event an Independent Adviser is used, is given the opportunity to discuss the tenders with that Independent Adviser.

5.4 The three month period referred to in paragraph 5.1 and the six month period referred to in paragraph 5.3.1 shall each be extended, day for day, to the extent that Post Office unreasonably withholds or delays its approval of the tender documentation referred to in paragraph 5.3.2 or otherwise delays the Competitive Tendering by Fujitsu Services in accordance with paragraphs 5.2 and 5.3.

5.5 Fujitsu Services shall disclose to any bona fide potential sub-contractor of Competitive Tendering Services (subject to the same executing an Agreed Form NDA or any other form of non-disclosure agreement mutually agreed by Post Office, Fujitsu Services and such potential sub-contractor) Confidential Information to the extent that such disclosure is reasonably required to enable that potential sub-contractor to prepare a reasonably detailed tender proposal, including an anonymised list providing details of the terms and conditions of employment of all Fujitsu Services personnel (and those personnel of its relevant sub-contractors) who are then wholly or mainly employed or engaged in the performance of the Competitive Tendering Services, to the extent such personnel may be subject to the Transfer of Undertakings (Protection of Employment) Regulations 2006 if such Services were transferred (including, as a minimum, information on (i)

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numbers of personnel (employees, contractors and temporary staff), (ii) salaries and other benefits, bonuses and pensions arrangements, (iii) where readily available to Fujitsu Services, skills sets and employment grades, (iv) age and length of service profile, (v) locations of personnel and (vi) such key employee policies as shall be generally known to the relevant employees and relevant to their terms of employment or reasonable expectations).

6. COMPETITIVE TENDERING BY POST OFFICE

6.1 Subject to paragraph 6.2, Post Office shall be entitled if:

6.1.1 Benchmarking by Fujitsu Services pursuant to paragraph 3.4 in respect of any Testable Service is not initiated in accordance with the Benchmarking timetable in Annex 2 (as adjusted in accordance with paragraph 3.5) or Fujitsu Services fails to procure the outputs required by paragraph 3.7 to achieve such Benchmarking or Fujitsu Services fails to comply with its obligations under paragraph 3.9 and Fujitsu Services fails to comply with written notice delivered by Post Office to Fujitsu Services within 60 days of such notice to initiate such Benchmarking or procure such outputs or comply with such obligations, or

6.1.2 following Benchmarking, Fujitsu Services gives notice to Post Office in accordance with paragraph 3.9.3; or

6.1.3 it does not agree on a reasonable ground to the Benchmarking approach to be used by the Benchmarker; or

6.1.4 Competitive Tendering by Fujitsu Services is not initiated within the period specified in paragraph 5.1 (as may be adjusted in accordance with paragraph 5.4); or

6.1.5 there is a Default by Fujitsu Services in relation to its Competitive Tendering obligations in paragraph 5.3.1 (the six month period therein as may be adjusted in accordance with paragraph 5.4),

to initiate a competition within six months respectively of (i) expiry of the 60 day notice period referred to in paragraph 6.1.1, (ii) receipt of notice under paragraph 3.9.3, (iii) the date the Benchmarking was due to commence or (iv) expiry of the period referred to in paragraph 5.1 or (v) Fujitsu Services' Default in relation to its obligations in paragraph 5.3.1 (as the case may be), to find an alternative supplier of Equivalent Services to the Testable Service in question. The exercise, by Post Office, of any of its rights under paragraphs 6.1.1, 6.1.4 and 6.1.5 shall be without prejudice to any other rights or remedies available to Post Office in such circumstances.

6.2 Post Office may choose to appoint an Independent Adviser to run such a competition on its behalf, such Independent Adviser to be agreed with Fujitsu Services (such agreement not to be unreasonably withheld or delayed).

6.3 Fujitsu Services shall (subject to any applicable legislation or regulations) be entitled to participate as a tenderer in any such competition. If it participates in such competition, Fujitsu Services shall submit its tender in the same way and to the same timescale as

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other tenderers and shall not have access to the financial information in respect of any other tender.

6.4 Unless Fujitsu Services exercises or intends to exercise its right under paragraph 6.3 to participate as a tenderer in the competition, Fujitsu Services shall provide Post Office or the Independent Adviser (as the case may be) with such assistance as may reasonably be required to facilitate such a competition, including managing all or any part of the competition should Post Office or the Independent Adviser ask it to do so.

6.5 Fujitsu Services shall disclose to any bona fide potential replacement provider of Competitive Tendering Services (subject to the same executing an Agreed Form NDA or any other form of non-disclosure agreement mutually agreed by Post Office, Fujitsu Services and such potential replacement provider) Confidential Information to the extent that such disclosure is reasonably required to enable that potential replacement provider to prepare a reasonably detailed tender proposal.

6.6 Where in accordance with this paragraph 6 Post Office seeks a tender or tenders for a third party contractor to provide Equivalent Services to those of a Competitive Tendering Service, Fujitsu Services shall:

6.6.1 to the extent it can reasonably do so in advance (not knowing which provider will be the winning tenderer) provide to Post Office its best estimate of any Interface Establishment Costs likely to be incurred by Post Office in connection with such services on the basis that the specification of the Competitive Tendering Service and its intended replacement service are the same;

6.6.2 to the extent that any proposed third party replacement service does not meet the specification of the Competitive Tendering Service, Fujitsu Services shall, in a timescale consistent with the tender process, advise Post Office of the Interface Costs likely to be incurred by Post Office in relation to the proposed replacement service; and

6.6.3 provide to Post Office an anonymised list with details of the terms and conditions of employment of all Fujitsu Services personnel (and those personnel of its relevant sub-contractors) who are then wholly or mainly employed or engaged in the performance of the Competitive Tendering Services, to the extent such personnel may be subject to the Transfer of Undertakings (Protection of Employment) Regulations 2006 if such Services were transferred (including, as a minimum, information on (i) numbers of personnel (employees, contractors and temporary staff), (ii) salaries and other benefits, bonuses and pensions arrangements, (iii) where readily available to Fujitsu Services, skills sets and employment grades, (iv) age and length of service profile, (v) locations of personnel and (vi) such key employee policies as shall be generally known to the relevant employees and relevant to their terms of employment or reasonable expectations).

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7. COSTS OF MARKET TESTING

7.1 Unless expressly provided otherwise in paragraph 7.2 or 7.3 below, each Party shall bear its own costs (including, in the case of Fujitsu Services, the costs of the Benchmarker) in relation to Market Testing.

7.2 The costs of undertaking Competitive Tendering incurred by each Party shall be borne solely by Fujitsu Services if:

7.2.1 the Competitive Tendering is undertaken pursuant to paragraph 6.1.2 and the outcome of that Competitive Tendering is that an Equivalent Service to the Competitive Tendering Service is available at a price which is less than the Charges for that Competitive Tendering Service (excluding (i) the Service Management Element, and (ii) any Gain Share payments that may be payable to Fujitsu Services in relation to cost savings in respect of that Service); or

7.2.2 the Competitive Tendering is undertaken pursuant to paragraph 6.1.1, 6.1.4 or 6.1.5.

7.3 The costs of undertaking Competitive Tendering incurred by each Party shall be borne solely by Post Office if:

7.3.1 the Competitive Tendering is undertaken pursuant to paragraph 6.1.2 and the outcome of that Competitive Tendering is that an Equivalent Service to the Competitive Tendering Service is not available at a price which is less than the Charges for that Competitive Tendering Service (excluding (i) the Service Management Element, and (ii) any Gain Share payments that may be payable to Fujitsu Services in relation to cost savings in respect of that Service); or

7.3.2 the Competitive Tendering is undertaken pursuant to paragraph 6.1.3.

8. PARTIAL TERMINATION, INTERFACE COSTS AND CHARGES

In the event of termination by Post Office of one or more Terminable Service(s) pursuant to paragraph 4.3.3(b)(ii), the provisions of Clause 48, Schedule E and paragraphs 9.1 and 9.2 of Schedule D1 shall apply.

9. DISPUTES

Any dispute arising in relation to this Schedule D6 (including in relation to the suitability of the Benchmarker or Independent Adviser) shall be dealt with in accordance with Schedule A2 to this Agreement.

10. ASSOCIATED DOCUMENTS

10.1 The following CCDs are associated with this Schedule D6:

	Document Reference	Document Title

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1	PA/PER/033	Horizon Capacity Management and Business Volumes

10.2 The following CRDs are associated with this Schedule D6:

	Document Reference	**Document Title**
	No CRDs Applicable	

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ANNEX 1

TESTABLE SERVICES

TESTABLE SERVICE	EARLIEST DATE FOR MARKET TESTING
Branch Network Service	1 April 2007
Service Desk Service	six months after Trigger Point T6 (Counter Application Rollout Complete)
Engineering Service	Upon Trigger Point T6 (Counter Application Rollout Complete)
Reference Data Management Service	twelve months after Trigger Point T6 (Counter Application Rollout Complete)
Third Line Software Support Service	1 November 2010
Application Support Service (Fourth Line)	1 November 2010
Data Centre Operations Service and Central Network Service (both services together constituting one Testable Service)	six months after Trigger Point T6 (Counter Application Rollout Complete)
Systems Management Service	six months after Trigger Point T6 (Counter Application Rollout Complete)
Operational Business Change (Branch Change) Service	twelve months after Trigger Point T6 (Counter Application Rollout Complete)
Reconciliation Service	twelve months after Trigger Point T6 (Counter Application Rollout Complete)
Management Information Service	twelve months after Trigger Point T6 (Counter Application Rollout Complete)

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ANNEX 2

BENCHMARKING TIMETABLE

Financial Year ending 31 March:	Testable Services	
	First Market Test in Year	Second Market Test in Year
2007	None	
2008	Branch Network Service	None
2009	None	
2010	Engineering Service	Service Desk Service
2011	Data Centre Operations Service and Central Network Service (both services together constituting one Testable Service)	Branch Network Service
2012	Application Support Service (Fourth Line)	Third Line Software Support Service
2013	Systems Management Service	Engineering Service
2014	Service Desk Service	Branch Network Service
2015	None (unless contract extended beyond 31 March 2015 in which case additions/alterations to be agreed)	

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SCHEDULE D7

MIGRATION CHARGES

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
3.0	09/07/07	Baseline copy of 1.2
4.0	14/04/08	Baseline copy of 3.1
5.0	23/02/09	Baseline copy of 4.1
5.1	20/03/09	Applying CCN 1251
5.2	20/05/09	Applying RPI for 2009
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	23/04/10	Applying RPI for 2010
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Applying changes as per CCN1289a, CCN1260c and CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Updating as per CCN1616b and moving all Schedules to v13.0
14.0	20/12/2021	Moving all Schedules to V14.0

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SCHEDULE D7

MIGRATION CHARGES

1. INTRODUCTION

1.1 This Schedule sets out the Charges for hardware and software to be procured for installation in:

1.1.1 Data Centres as part of Project HNG-X; and

1.1.2 Branches as part of Project HNG-X or the Associated Change Activities,

which shall be paid by Post Office to Fujitsu Services.

1.2 This Schedule also sets out details of the amount payable by Post Office to Fujitsu Services for the conversion of Old CTO Configurations to New CTO Configurations as part of Project HNG-X.

1.3 All amounts set out in this Schedule are exclusive of VAT and shall be invoiced and paid in accordance with Schedule D2.

2. DATA CENTRE CHARGES

2.1 Data Centre hardware and software Charges for Financial Year ending 31 March 2007

In consideration for the installation of hardware and software in Data Centres as part of Project HNG-X, Post Office shall pay to Fujitsu Services on the first day of each calendar month in the Financial Year ending 31 March 2007 the sum of £847,795.58.

2.2 Data Centre Software Charge for Financial Year ending 31 March 2008

2.2.1 Prior to Purchase Point P2, Post Office shall notify Fujitsu Services of any variations forecast by Post Office to the forecast numbers of Branches and Counter Positions set out in the Table entitled "Branch and Counter Position Limits" in Part 1 of Annex A to Schedule D1 and a pro rata adjustment to the quantity of 35,000 Microsoft Client Access Licences required by Post Office shall be agreed under the Change Control Procedure.

2.2.2 Fujitsu Services shall at Purchase Point P2 procure on behalf of Post Office 35,000 Microsoft Client Access Licences or such other number of such licences as may be agreed pursuant to paragraph 2.2.1.

2.2.3 In consideration for the installation of software in Data Centres as part of Project HNG-X, an amount equal to the aggregate number of Microsoft Client Access Licences to be so procured by Fujitsu Services multiplied by the unit cost to Fujitsu Services of each such Microsoft Client Access

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Licence, multiplied by 100 and divided by 95, shall be invoiceable in full by Fujitsu Services as and from the date of Purchase Point P2 for payment by Post Office.

2.2.4 The indicative aggregate charge for the installation of software in Data Centres under paragraph 2.2.3 is £863,211. This indicative amount assumes a quantity of 35,000 Microsoft Client Access Licences for a Branch estate based on the forecast numbers of Branches and Counter Positions set out in the Table entitled "Branch and Counter Position Limits" in Part 1 of Annex A to Schedule D1.

2.3 Additional Data Centre Hardware Charges for Financial Year ending 31 March 2008

In consideration for the installation of hardware and software in Data Centres for the handling of Sensitive Authentication Data and Cardholder Data as introduced by CCN 1202, Post Office shall pay to Fujitsu Services the sum of £430,622 which shall be payable on 30 June 2007.

2.4 Additional Data Centre Hardware Charges for Financial Year ending 31 March 2009

In consideration for additional hardware and software to be installed in Data Centres in Financial Year ending 31 March 2009, Post Office shall pay to Fujitsu Services the sum of £2,000,000 which shall be payable on 30th September 2008.

2.5 Additional Charges for Removal of the Weekend D approach to Data Centre Migration

In consideration for the removal of the weekend D approach to Data Centre migration as documented in CCN1251, Post Office shall pay to Fujitsu Services the sum of £500,000 which shall be payable on 27th February 2009.

3. BRANCH CHARGES

3.1. Indicative quantities of Flat Screens to be installed in Branches as part of Project HNG-X and are set out in Table 1 below. The quantities set out in Table 1 are based on the forecast numbers of Branches and Counter Positions set out in the Table entitled "Branch and Counter Position Limits" in Part 1 of Annex A to Schedule D1. Prior to Purchase Point P4, Post Office shall notify Fujitsu Services of any variations forecast by Post Office to the forecast numbers of Branches and Counter Positions set out in the Table entitled "Branch and Counter Position Limits" in Part 1 of Annex A to Schedule D1 and pro rata adjustments to the quantities specified in Table 1 shall be agreed under the Change Control Procedure accordingly

.3.1A Table 1 also includes confirmed quantities of 3G, 4 port routers as confirmed at Purchase Point P1.

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3.2 The Charges for hardware and software referred to in Table 1 below shall be calculated by Fujitsu Services and paid by Post Office to Fujitsu Services as described in paragraphs 3.3, 3.4 and 3.5.

Table 1	Financial Years ending 31 March						
	2007	2008	2009	2010	2011	2012	2013
Hardware for Branches							
3G, 4 Port Router							
Quantity			12,897				
Annual Charge			£4,683,370	£0			
Flat Screen replacement							
Quantity			980	2,427	2,956	3,535	4,176

3.3 In respect of the 3G, 4 port routers:

3.3.1 Fujitsu Services shall procure the quantities in each Financial Year specified in Table 1 above, as adjusted pursuant to paragraph 3.1; and

3.3.2 the total Charge for 3G, 4 port routers in 2009 shall become due for payment on the 30th March 2009. The total Charge for 3G, 4 port routers in 2010 shall become due for payment in accordance with paragraph 3.3.3. The values specified in Table 1 above are inclusive of margin.

3.3.3 Post Office has agreed to pay Fujitsu Services' costs up to a maximum amount of £100,000 to provide an enhanced solution in relation to branch routers and resultant network coverage. Fujitsu will provide Post Office with evidence before Post Office commits to this additional expenditure that reasonably satisfies the Post Office of the benefits that this enhanced solution would provide. Where, without prejudice to the future operation of paragraph 1.5 of Schedule D1, Fujitsu Services needs to bear any additional costs (in excess of the sum payable by Post Office) necessary for Fujitsu Services to meet any existing related contractual obligations (as amended by relevant correspondence, if any) relating to branch routers and network coverage, this shall be set out in a CCN. If Post Office is not satisfied that Fujitsu has proved the value of the enhanced solution it shall not be obliged

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to incur this additional expenditure and both parties shall revert to their respective rights and obligations prior to this CCN in these respects.

3.4 Not Used

3.5 Not Used.

3.6 The indicative annual charges for 3G, 4 Port Routers that are set out in Table 1 above are on the basis of the quantities of each of those items set out in Table 1 (which are based on the numbers of Branches and Counter Positions set out in the Table entitled "Branch and Counter Position Limits" in Part 1 of Annex A to Schedule D1).

4. INDEXATION

The Charges referred to in paragraph 5 in this Schedule D7 shall be adjusted for RPI in the same manner and at the same times as the Indexed Charges (other than the Near Shore and Offshore Rates) are adjusted for RPI, as set out in paragraph 16 of Schedule D1. The charges and rates so adjusted shall be recorded in a new version of this Schedule D7. Charges for hardware in this Schedule D7 are not subject to RPI adjustment.

5. HNG-X CTOs

Fujitsu Services has agreed to install 374 New CTO Configurations within 57 CTOs and shall complete such installation no later than Trigger Point T6 (Counter Application Rollout Complete). In consideration of Fujitsu Services carrying out such installations, Post Office shall pay to Fujitsu Services the sum of £78,527 which sum shall be invoiced by Fujitsu Services following completion of all such installations. Any third party charges in respect of such installations shall be payable by Post Office.

6. ASSOCIATED DOCUMENTS

6.1 The following CCDs are associated with this Schedule D7:

	Document Reference	Document Title
1	Horizon Capacity Management and Business Volumes	PA/PER/033
2	Withdrawn in CCN1616b	

6.2 The following CRDs are associated with this Schedule D7:

	Document Reference	Document Title

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	NO CRDs APPLICABLE	

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SCHEDULE D8

HNG-X AND ASSOCIATED CHANGE DEVELOPMENT CHARGES

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	25/01/07	Baseline copy of 1.2
3.0	09/07/07	Baseline copy of 2.3
4.0	14/04/08	Baseline copy of 3.4
5.0	23/02/09	Baseline copy of 4.2
5.1	20/05/09	Applying RPI for 2009
6.0	06/07/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	04/01/10	Amendments as per CCN 1268
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to V8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Updating as per CCN1649 and moving all Schedules to V14.0

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SCHEDULE D8

HNG-X AND ASSOCIATED CHANGE DEVELOPMENT CHARGES

1. INTRODUCTION

1.1 This Schedule sets out the Charges for HNG-X Development and Associated Change Development which shall be paid by Post Office to Fujitsu Services.

1.2 All amounts set out in this Schedule (with the exception of the amount set out in paragraph 1.3.1):

1.2.1 are before adjustment for RPI, as described in paragraph 5, and before VAT; and

1.2.2 shall be invoiced and paid in accordance with Schedule D2.

1.3 In this Agreement the following expressions shall have the following meanings:

1.3.1 **"HNG-X Project Price"** means the amount paid, being £60,695,937.02 (excluding VAT but inclusive of adjustments for RPI) for the labour element of the HNG-X release 1 development only (as re-stated at the date of signature of CCN 1268 at Annex 1 of this Schedule D8 and as amended subsequently from time to time under the Change Control Procedure.

1.4 The HNG-X Project Price constitutes all the charges paid for the labour element of the HNG-X release 1 development (as referred to in the definition of the HNG-X Project Price) and Fujitsu Services acknowledge and agree that no other charges whatsoever are payable for the same.

2. HNG-X DEVELOPMENT AND ASSOCIATED CHANGE DEVELOPMENT CHARGES

2.1 The sum of £744,000 shall be invoiced by Fujitsu Services to Post Office at any time on or after the date of signature of CCN 1200 for work carried out prior to commencement of HNG-X Development. This figure is included in the value of the HNG-X Project Price above.

2.2 Post Office shall, in addition, pay for further HNG-X Development and Associated Change Development undertaken on and after the date of CCN 1268, (11/12/09) on a time-cost basis, subject to paragraphs 3.3, 3.4 and 3.5, according to the following rates:

Grade	Rate per hour On Shore	Rate per hour Near Shore	Rate per hour Offshore (India)

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Grade	Rate per hour On Shore	Rate per hour Near Shore	Rate per hour Offshore (India)
Systems Engineer	£71.70	£93.76	£36.15
Senior System Engineer	£86.72	£97.34	£38.25
Lead System Engineer	£102.03	£104.50	£41.81
Unit Leader	£114.62	£122.57	£58.03
Consultant	£131.89	-	-
Senior Consultant, Manager	£147.51	-	-
Senior Manager, Principal Specialist	£173.28	-	-

2.3 The D8 Charges shall be payable monthly in arrear.

2.4 The D8 Charges calculated in accordance with paragraph 2.2 in respect of work undertaken for that day by each of a Consultant, Senior Consultant, Manager and Senior Manager, Principal Specialist shall in each case not exceed 7.4 multiplied by the applicable hourly rate in total per day (rounded downwards to the nearest whole pound).

2.5 Post Office shall be entitled on a monthly basis, in accordance with paragraph 10.2 of Schedule D1, to offset pre-paid Development Charges as a credit against the D8 Charges.

3. Not Used.

4. ADJUSTMENT

On each occasion that Fujitsu Services is entitled to an adjustment to the HNG-X Project Price, it shall be calculated in accordance with paragraph 2 above.

5. INDEXATION

All hourly and daily rates specified in this Schedule D8 shall be adjusted in the same manner and at the same times as the rates set out in paragraph 10.4 of Schedule D1 are adjusted pursuant to paragraph 16 of Schedule D1.

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6. RETENTIONS

Post Office shall, subject to paragraph 6.7, be entitled to make the following retentions from amounts payable to Fujitsu Services in respect of HNG-X Development Charges:

Initial Acceptance Retention Amount

6.1 if, at the HNG-X Initial Acceptance Date, there are any outstanding HNG-X Medium Severity Acceptance Incidents, Post Office shall be entitled to withhold from the amount or amounts first payable by it relating to HNG-X Development Charges following the HNG-X Initial Acceptance Date an amount of £500,000 (the "Initial Acceptance Retention Amount");

6.2 subject to paragraph 6.3, the Initial Acceptance Retention Amount shall be retained until all HNG-X Medium Severity Acceptance Incidents referred to in paragraph 6.1 shall have been closed (all agreed Rectification Plans and agreed workarounds having been successfully implemented) at which point the Initial Acceptance Retention Amount shall be paid to Fujitsu Services by Post Office following receipt of an invoice for the same raised in accordance with Schedule D2;

6.3 if, at the time at which the Initial Acceptance Retention Amount would otherwise have been paid pursuant to paragraph 6.2, any HNG-X High Severity Acceptance Incident or HNG-X Medium Severity Acceptance Incident raised during live monitoring remains outstanding, the Initial Acceptance Retention Amount shall not be paid but shall instead be applied as the Final Acceptance Retention Amount;

Final Acceptance Retention Amount

6.4 if paragraph 6.3 applies, Post Office shall be entitled to retain the Initial Acceptance Retention Amount as the Final Acceptance Retention Amount;

6.5 if paragraph 6.3 does not apply then if, at the HNG-X Final Acceptance Date, any HNG-X Medium Severity Acceptance Incident raised during live monitoring but after release of the Initial Acceptance Retention Amount remains outstanding, Post Office shall be entitled to withhold (by way of the credit note referred to in paragraph 6.7) from any sums due under this Agreement (including without limitation the Operational Charges) an amount of £500,000 (the "Final Acceptance Retention Amount");

6.6 the Final Acceptance Retention Amount shall be retained until all HNG-X Medium Severity Acceptance Incidents raised on or before the HNG-X Final Acceptance Date shall have been closed (all agreed Rectification Plans and agreed workarounds having been successfully implemented) at which point the Final Acceptance Retention Amount shall be paid to Fujitsu Services by Post Office following receipt of an invoice for the same raised in accordance with Schedule D2; and

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6.7 if paragraph 6.3 does not apply, Fujitsu Services shall issue to Post Office a credit note for the Final Acceptance Retention Amount in accordance with the provisions of Schedule D2 which Post Office shall be able to apply against any other sums due under this Agreement.

7. ASSOCIATED DOCUMENTS

7.1 The following CCDs are associated with this Schedule D8:

	Document Reference	**Document Title**
	NO CCDs APPLICABLE	

7.2 The following CRDs are associated with this Schedule D8:

	Document Reference	**Document Title**
	NO CRDs APPLICABLE	

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ANNEX 1

1. Introduction

This paper provides a summary of all Horizon and HNG-X Change Requests or other agreed changes that have been raised and approved by Fujitsu Services since the date of the HNG-X Contract and which align with the V0.80.A20 plan (as at 28th September 2009).

These Change requests are solely those that apply to the development of the initial release of HNG-X.

Change requests that are applicable to HNG-X may also have a commercial impact. This is managed via the Change Management process and agreed via the appropriate Change Work Order documentation.

The process for applying the effect of the approved CRs is summarised in section 4.

The cost of any development labour in the changes listed in this document, together with the development labour costs related to the HNG-X Initial Requirements Baseline are all included in the HNG-X Project Price.

Status as at date of HNG-X Contract.

At the date of the HNG-X contract a number of post-S92 approved Change Requests were agreed to be included in the POL Initial Requirements Baseline. These are listed in Schedule B6.1 – Annex 13 and in section 2.1 below.

Current Status

Section 2.3 comprises summary details of approved CRs that have been raised subsequent to the date of the HNG-X Contract with those that are applicable to HNG-X in section 2.3.1 and those that were signed post-CCN1246 section 2.3.2. Section 3 provides a summary of raised but not approved CRs that may have applicability. This will be confirmed once the CR has been approved.

Withdrawn CRs are not included in any of these lists.

This document is updated periodically with the latest approved Change Requests and issued to POL for agreement. Subsequently POL and FS will review the newly applicable changes and agree how they are to be applied to the HNG-X functional or non-functional requirements.

Note – FS Change Management also provide summarised information of agreed Change Requests to POL. This information is reconciled with the details in this paper.

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2. Change requests to be applied to the HNG-X Initial Requirements Baseline

CRs approved before HNG-X contract date – no commercial impact

This comprises the list of CRs that are agreed as part of Applicable Horizon Baseline and listed in Schedule B6.1 – Annex 13.

POL CR ref.	Change Work Package ref.	FS CP ref	Summary description
PSO_FSL_CR00326	PWY_CWP_404	4037	Provision of DR capability to connect POLFS users to POLFS when NDC is not available.
POLCC_FSL_CR00547	PWY_CWP_393	4080	New Algorithm Condition permissible in Field Validation
PSO_FSL_CR00734	PWY_CWP_457 PWY_CWP_488	4100	Amend Horizon to accept 5 digit item numbers
PSO_FSL_CR00583	PWY_CWP_409	4107	Country of destination on T& T message
PSO_FSL_CR00531	PWY_CWP_414	4110	Quantity function in Smartpost to operate when PAF is optional and not selected.
PSO_FSL_CR00584	PWY_CWP_410	4117	New despatch report for existing client
POLCC_FSL_CR0071	PWY_CWP_423	4136	Printing Retailer Logos on Retailer branded Orders
POLCC_FSL_CR0693	PWY_CWP_437	4150	Removal of a line on the Despatch Report
POLCC_FSL_CR0073	PWY_CWP_439	4153	Rejected Postage Label Report
POLCC_FSL_CR0077	PWY_CWP_453	4165	BAU - New Barcode range for P6097 Labels
PSO_FSL_CR00728	PWY_CWP_456	4168	Cut Off facility for the Office Weekly Postage Labels report
PSO_FSL_CR00727	PWY_CWP_455	4169	Date Range for Daily Rem reports
PSO_FSL_CR00744	PWY_CWP_466	4173	Transmit PDR data from Horizon to POLFS and MI system.

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POL CR ref.	Change Work Package ref.	FS CP ref	Summary description
PSO_FSL_CR00754	PWY_CWP_471	4184	Shopping Basket Finance Integration (Flowers and Travel Insurance)
PSO_FSL_CR00756	PWY_CWP_474	4185	Allow today's date to be used in selecting the date range on the Office Weekly Sales Report
PSO_FSL_CR00786	PWY_CWP_481	4201	A & L Sequential Referencing onto ADC
PSO_FSL_CR00781 v2_FS	PWY_CWP_480	4202	Mails Receipt changes
PSO_FSL_CR0893	PWY_CWP_496	4209	Implement changes to XI as identified in the changed functional spec
PSO_FSL_CR00873	PWY_CWP_494	4212	New AP-ADC Data Type – StackLookup
PSO_FSL_CR00968 _FS	PWY_CWP_530	4255	Receipt Template for Automation of Travellers Cheques ADC Product
PSO_FSL_CR00921 v2	PWY_CWP_505	4231	PostShop Receipt Template
PSO_FSL_CR00925 _FS	PWY_CWP_508	4237	Cessation of the BBC AP interfaces
PSO_FSL_CR00950 _FSv2	PWY_CWP_517	4247	Generic Branch Receipt Template
PSO_FSL_CR00956	PWY_CWP_520	4249	Gift Voucher Shop Receipts
PSO_FSL_CR00680	PWY_CWP_525	4251	Including figures for cash in pouches in Flexible Planning input

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3. CRs approved before HNG-X contract- commercial impact

This table lists those CRs that were identified as requiring impacting before they could be incorporated into the HNG-X Requirements baseline.

CT / CWP ref Or CCN ref	FS CP ref	Status	Description	Horizon Release	Band
PWY_CWP_491	4203	APPROVED	Introduction of a New Portable Counter	T10	Medium
PWY_CWP_490	4213	APPROVED	Addition of BFPO items to Pricing in Proportion CR 659	T20	Medium
PWY_CWP_473 (CCN 1211)	4189 4355	APPROVED	Changes to Support Channel Based Pricing	T20	Medium

4. CRs approved after HNG-X contract date

Relevant to HNG-X

This table shows the changes related to Post Office Change Requests or other agreed changes that have been approved after the HNG-X Contract Date and which have been assessed as having relevance to HNG-X.

The table below records these changes ordered by the Fujitsu Services CP number, and also shows the Fujitsu Services CT number and any related CCN number.

CT Number	FS CP number	CCN number	Release	Description	New this issue
422	4137		T20	Smart Post Pricing in Proportion	
497	4207		T10	Change to POL FS interface (A & L Changes)	
498	4210		T10	Fujitsu Services consultancy for Requirements Analysis stage of Post Office MoneyGram automation project	

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CT Number	FS CP number	CCN number	Release	Description	New this issue
514	4236		T20	Suppress XML for DVLA	
534	4253		T20	Euro / Dollar Rate Boards	
561	4259		T40	Epson Counter Printer Rollout	
561	4260		T40	Epson Firmware and Logo Download Support	
539	4261		T30	Clearance of Cash in Pouches transactions	
540	4263		T30	Pre-paid Cards - Transaction Settlement	
531	4272		T30	Unrecognised element on non-initiating Tokens	
561	4273		T40	Counter printer Com Port Speed Change	
559 + 567	4280		T30	Receipt Template for NS&I Investment Account Deposit ADC Product	
570	4302		T30	Receipt Template for Customer Referrals ADC Product	
	4305	1202	HNGx	Application for PCI	
577a	4306	1202	T60	Zeroise the PAN numbers on the feed from Horizon to the MI system.	
571	4307		T40	Enhancement of APOP report generating functionality to support Accounting/Audit requirements	
576	4308		T40	Amendment to Travellers Cheque Sales Daily Report	
580	4312		T30	XI changes associated with T30 CP 4261 and 4270	

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CT Number	FS CP number	CCN number	Release	Description	New this issue
587	4329		T40	Update to Existing FRTS Travel Card receipt Template	
590	4333		T40	Update to existing PostShop Receipt Template	
599	4350		T40	Update to Existing Environment Agency Receipt Template	
	4357	1211	HNGx	HNG-X CP0003 - Provide Exchange rates for USD and Euro as a parameter into AP-ADC for HNG-X	
	4358	1211	HNGx	HNG-X CP0004 - Introduction of 'NoHome' version of ADC Datatypes for HNG-X	
	4359	1211	HNGx	HNG-X CP0005 - Transfer of Cash and Stock between Branches for HNG-X	
	4360	1211	HNGx	HNG-X CP0006 - MoneyGram - Use of commas within currency fields for HNG-X	
	4361	1211	HNGx	HNG-X CP0007 - PIN Change for LINK - Solution Build & Test and Implementation for HNG-X	
	4362	1211	HNGx	HNG-X CP0008 - APOP Service Introduction - PayOut for HNG-X	
	4363	1211	HNGx	HNG-X CP0009 - MoneyGram - ISDN backup connectivity for HNG-X	
518	4364	1211	HNGx	HNG-X CP0010 - Introduction of MoneyGram to HNG-X	
	4382	1214	HNGx	HNG-X CP0016 - Multiple Session Processing - Costing	

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CT Number	FS CP number	CCN number	Release	Description	New this issue
	4405	1219	HNGx	HNG-X CP0022 - Migration of PHU1.5 Portable Counter to HNG-X	
	4415	1217	HNGx	HNG-X CP0025 - Provision of Postal Services Reference Data (Selectica)	
433	4426		HNGx	HNG-X CP0028 - WAN network for HNG-X	
	4428	1226	HNGx	HNG-X CP0029 - Introduction of a Remuneration Report for HNG-X	
	4429	1226	HNGx	HNG-X CP0030 - Various smart post changes for HNG-X	
	4430	1226	HNGx	HNG-X CP0031 - Migration of Telecoms Service to HNG - X	
	4431	1226	HNGx	HNG-X CP0032 - Migration of Automated Stock Ordering to HNG-X	
	4432	1226	HNGx	HNG-X CP0033 - Track and Trace messaging via AP-ADC for HNG-X	
	4459	1226	HNGx	HNG-X CP0036 - Obscure 'personal' data in the AP Client File Audit Copy of Telecoms Service Registration File	
	4469	1226	HNGx	HNG-X CP0040 - Extend Riposte Archiving Period for HNG-X	
	4478	1216	HNGx	HNG-X CP0045: Forwarding APADC data to POLMI system from HNGX (without Filtering)	Y
	4482	1228	HNGx	HNG-X CP0047 - HNG-X migration of Horizon to EDG2 interface for Girobank (A&L) AP transaction files	Y

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CT Number	FS CP number	CCN number	Release	Description	New this issue
	4501	1228	HNGx	HNG-X CP0061 - Automated Stock Ordering - APOP Schema Change	Y
	4508	1228	HNGx	HNG-X CP0065 - Migration of Kahala GDD Integration smartpost Service to HNG-X	Y
	4527	1233	HNGx	HNG-X CP0080 - Optionally Inhibit Label Production for Postal Services - HNG-X	Y
661	4526	1233	T82	Optionally Inhibit Label Production in smart post	Y
	4529	1228	HNGx	HNG-X CP0081 -Support for POL Automation of MVL reconciliation - HNG-X	Y
	4530	1230	HNGx	HNG-X CP0082 - Refinements to HNG-X Session Suspend	Y
	4558	1232	HNGx	HNG-X CP0103 - Reintroduce the AP Transaction Report	Y
	4575	1228	HNGx	HNG-X CP0118 - Migration of Horizon Bureau Pre-order Service to HNG-X	Y
	4577	1228	HNGx	HNG-X CP0119 - Migration of Horizon AP-ADC/APOP Service for Retail to HNG-X	Y
	4645	1231	HNGx	HNG-X CP0174 - Introduction of File Integrity Monitoring for HNG-X to Support PCI Compliance (Updated)	Y
675	4628		HNGx	HNG-X CP0160 - Consultancy - APOP Future Functionality	Y
685	4685		HNGx	HNG-X CP0207 - Router Cable Tags	Y

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CT Number	FS CP number	CCN number	Release	Description	New this issue
	4693	1243	HNGx	HNG-X CP0213 Migration of CAPO Withdrawal Correction (WDC)	Y
680	4695		HNGx	HNG-X CP0215 - PIN Pad Replacement Study	Y
	4707	1234	HNGx	HNG-X CP0226 - Revised Approach to POL-FS Migration (Proof of Concept)	Y
	4708	1234	HNGx	HNG-X CP0227 - Revised Approach to POL-FS Migration	Y
644	4454			Horizon Telecoms Service – Change the Counter Interpretation of the Results Provided by the ADSL Checker	Y

5. Changes post CCN1246

Change	Release	Raised	Description	Status	Comments
CCN1243	HNG-X	01/08/08	Migration of CAPO Withdrawal Correction to HNG-X	APPROVED	
CT0681	Rel Ind	20/08/08	Produce Study Report on the Separation of the Managed Services for the Branch Infrastructure *	CLOSED	
CT0746	HNG-X	17/04/09	Increase Max Branches (Re-wording of HNG-X requirement)	APPROVED	completed
CT0719	HNG-X	13/01/09	Capacity Study to Determine the Impact on HNG-X of an Increase to the Track & Trace Contractual Limits	APPROVED	completed

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CT0717	HNG-X	11/02/09	Postal Services Destination Area Rules (MBC001) & PIP Format Selection (MBC003)	APPROVED	completed
CT0765	HNG-X	01/08/09	Provision of Test Resources to Fujitsu	APPROVED	negative cost
CT0767	HNG-X	07/08/09	Amendment to the existing VocaLiNK firewall rule mapping - HNG-X	SUBMITTED	completed

* Cancelled by Post Office Ltd before work completed.

6. Future changes assessment

This table lists all those unapproved CCNs/CTs that relate to the initial development release of HNG-X which have been raised by Fujitsu Services or requested by Post Office but have not yet reached a conclusion. It provides an initial indication of future changes for planning purposes only. It does not contain any assessment of the commercial implications of the changes.

Not Yet Approved

1259b	HNG-X	15/05/2009	Deferral of Auto Fault Logging	SUBMITTED	
1260a	Rel Ind	28/04/2009	Branch Router Price Confirmation	SUBMITTED	
TBA	TBA	TBA	DXI	NOT YET SUBMITTED	

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SCHEDULE E

TERMINATION AND THE EXIT PLAN

Version History

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections by PO
1.2	11/10/06	Further minor corrections from FS
1.3	05/12/06	Minor corrections by PO
2.0	25/01/07	Baseline copy of 1.3
2.1	22/05/07	Applying CCN1210a
3.0	09/07/07	Baseline copy of 2.1
6.0	16/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Applying changes as per CCN1294d
9.0	13/01/14	Applying changes as per CCN1349, CCN1322b and CCN1400
10.0	10/09/15	Applying changes as per CCN1409a, CCN1421a, CCN1422 and moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1423c, CCN1500a, CCN1512c, CCN1600 and moving all Schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN1601b, CCN1609d, CCN1620c, CCN1621 and moving all schedules to V12.0
13.0		Applying changes as per CCN1612b, CCN1633a, CCN1637b and moving all schedules to v13.0
14.0	20/12/2021	Applying changes as per CCN1623b, CCN1672a, CCN1700 and moving all schedules to V14.0

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SCHEDULE E

TERMINATION AND THE EXIT PLAN

1. INTRODUCTION

1.1 This Schedule E covers the principles, responsibilities and payments related to termination of this Agreement, expiry of an Expiring Service, Partial Termination and termination of Project HNG-X.

1.2 Termination of this Agreement

1.2.1 For the purpose of this Schedule E, termination of this Agreement includes:

(a) termination of this Agreement before its expiry due to Fujitsu Services' Default pursuant to Clause 47.2;

(b) termination of this Agreement before its expiry without Fujitsu Services' Default; and

(c) termination of this Agreement at its expiry.

1.2.2 Both Parties agree that the risk profile during the term of this Agreement should remain broadly constant and that the hardware and software used to provide the Services should be upgraded if required to remain within support. The responsibility for procuring upgrades to hardware and software components remains with Post Office. As such Post Office shall agree to maintain the risk profile broadly as at the date of the CCN 1600 and that the hardware and software used to provide the Services should be upgraded if required to remain within support via:

(a) a revision and re-planning work with respect to R&R2 project (CT1848) (such as using Redhat 7 operating system to ensure security to 2022) , which shall be agreed by the Parties via a further CT document;

(b) a third risk and resilience project (referred to as "Trinity 3"); the precise detail of which is yet to be agreed upon completion of a technical roadmap, but shall broadly address the following:

(i) refresh of Brocade SAN switches;

(ii) refresh of 15-30 discrete servers;

(iii) refresh or upgrade of Debit Card connectivity (BT are expected withdraw kilostream technology in 2018);

(iv) refresh or upgrade of Systems Management EFS servers (for Horizon Anywhere Gaps proposal);

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(v) DC facilities chillers and security systems; and

(vi) Cisco and additional applications; and

in addition it may address:

(i) Oracle DB/OEL upgrade. The current version goes end of life December 2020. All the security appliances will need refreshing. McAfee expires December 2019, Bluecoat 2018

In scoping "Trinity 3" the following assumptions were made:

(i) the full deployment of Horizon Anywhere and the completion of the Branch Network service migration to a third party by 31st March 2017 and the successful completion of the R&R2 programme (as amended);

(ii) An expiry date on the Agreement of 31st March 2022;

(iii) Blades & Storage (expiry range 2019-2021) – Assumption is Fujitsu can secure extended support to March 2022. (Final agreement to be agreed);

(iv) FCN connectivity will be available for the duration;

(v) Windows 2012 & 10 will last until March 2022 (part of current R&R2 programme);

(vi) Horizon Anywhere Bluecoat appliances – assumed to last to 2022;

In addition, it is assumed that Fujitsu and Post Office will agree a change to the current R&R2 programme (CT1848) to retarget RHEL7 – it is currently delivering RHEL6.

As a consequence of assumption (ii) above, it is agreed that Trinity 3 will need to be reviewed to include any refresh and upgrade activities required to ensure hardware and software (including operating systems) used remain in support through to 31st March 2023 and Post Office will be responsible for procuring (and paying for) any additional hardware and software (including operating system).; and

(c) the extension of Test Rigs, as described and defined in CCN 1420a, to 31 March 2022.

Both Post Office and Fujitsu Services shall act reasonably in agreeing the above projects. In the event that the Parties fail to reach agreement as to the commercial terms and/or the relevant project is cancelled or the Test Rigs service is terminated, then to the extent to which the Services are impacted by this failure and/or termination, such Services shall be delivered by Fujitsu Services on a

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reasonable endeavours basis and all associated Service Levels shall also become reasonable endeavours obligations.

1.2.3 Notwithstanding paragraph 1.2.2, both parties acknowledge that they may agree to an alternative approach (both acting reasonably) to enacting a third R&R project and as such use the capital investment from the Post Office in other ways. This shall be subject to the agreement by both Parties and the default position shall remain (unless otherwise agreed) that where these projects are not contracted or delivered, the delivery of the affected Service reverts to a reasonable endeavours basis.

1.2.4 With respect to the Oracle database elements of the Data Centre Operations Services only, in the event that the Oracle database goes out of Oracle extended support then the provisions of paragraph 6.1 of Schedule D1 shall apply.

1.3 Partial Termination

1.3.1 For the purpose of this Schedule E, Partial Termination includes:

(a) termination by Post Office of one or more Terminable Service(s) in relation to Market Testing pursuant to Clause 47.10.1 (where paragraph 4.3.3(b)(ii) of Schedule D6 applies); and

(b) termination by Post Office of one or more Terminable Service(s) for convenience pursuant to Clause 47.10.2;

1.4 Termination of Project HNG-X

1.4.1 For the purpose of this Schedule E, termination of Project HNG-X includes:

(a) termination of Project HNG-X due to Fujitsu Services' Default pursuant to Clause 47.11.1;

(b) termination of Project HNG-X for convenience pursuant to Clause 47.11.2;

(c) automatic termination of Project HNG-X in accordance with Clause 47.15.

1.5 In any of the termination scenarios set out in paragraphs 1.2 and 1.3 (but not in the case of termination of Project HNG-X as referred to in paragraph 1.4) Post Office may seek to obtain the delivery of Replacement Services under this Agreement or seek to continue the Relevant Services after termination, in each case either by performing them itself or by means of the Next Supplier.

1.6 The Parties acknowledge that it is their overall objective in relation to termination of the Agreement, expiry of an Expiring Service and Partial Termination to procure, so far as is reasonable and practicable, that there shall be an orderly transfer of responsibilities for the delivery of the Relevant Services provided under this Agreement or an orderly and efficient transition from the provision of the Relevant Services to the provision of

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Replacement Services (as the case may be) to the Next Supplier and that any risk to or adverse effect on the continuity and quality of the Services during such transfer shall be minimised.

1.7 The purpose of this Schedule E is to:

1.7.1 set out certain principles governing Partial Termination;

1.7.2 set out the main steps to be followed on termination of this Agreement, Partial Termination and/or termination of Project HNG-X;

1.7.3 set out the assistance that Fujitsu Services shall, and in the case of Paragraph 3,15 may, provide to Post Office and/or its Next Supplier with the intention of helping them (if it is Post Office's chosen strategy to do so) put themselves in a position to commence performance of Replacement Services promptly upon expiry of this Agreement or as soon as reasonably practicable after completion of any period of notice of termination given by Post Office to Fujitsu Services; and

1.7.4 set out the Parties' obligations with respect to the development and maintenance of the Exit Strategy and the Exit Plans.

1.8 Notwithstanding any provisions of this Schedule E to the contrary, if this Agreement is terminated for Post Office Default under Clause 47.4, Fujitsu Services shall not be obliged to develop or implement the General Exit Plan or the HNG-X Exit Plan.

2. PARTIAL TERMINATION

Partial Termination Principles

2.1 Post Office shall not be entitled to terminate any Terminable Service under Clause 47.10.1 or 47.10.2 prior to the date or event specified in relation to that Terminable Service in the column headed "Date or Event from which termination can be effective." in the table set out in Annex 1 of this Schedule E.

2.2 Following service of a notice duly served under Clause 47.10.1 or 47.10.2, the Parties shall assess the impact of the relevant Partial Termination upon the rest of this Agreement in order to agree under the Change Control Procedure (such agreement not to be unreasonably withheld or delayed) any consequential changes to this Agreement necessary to deliver the Services continuing after such Partial Termination including, without limitation, the changes necessary to address:

2.2.1 the relevant indicative impacts listed in the table at Annex 1 to this Schedule E;

2.2.2 relevant dependencies and interfaces with other Operational Services identified in the CCD (referred to in Schedule B3.1) that describes the Terminable Service to be terminated;

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2.2.3 the impact on Fujitsu Services' ability to achieve any Service Level or other obligations the achievement of which is linked to or dependent upon the Terminable Service to be terminated;

2.2.4 any dependencies that Post Office shall fulfil or responsibilities that Post Office shall perform in relation to the impacts referred to in paragraphs 2.2.1, 2.2.2 or 2.2.3;

2.2.5 the transfer pursuant to Clause 48 of ownership of any Project Assets from Fujitsu Services to Post Office or the Next Supplier, the removal of such assets from the Infrastructure and any consequent transfer of liability or risk in respect of such Project Assets;

2.2.6 as contemplated by Clause 43.4, any qualifications and/or exceptions to Clause 43.1 necessary to reflect the transfer of risk and/or control in relation to system or operational security from Fujitsu Services to Post Office or the Next Supplier taking into account:

(a) any new security related responsibilities taken on by Post Office pursuant to paragraph 2.2.4; and

(b) the level of security provided by the Replacement Interfaces; and

2.2.7 the matters referred to in paragraph 2.5.2, if Post Office shall have given a direction pursuant to paragraph 2.5.

2.3 In the case of Partial Termination pursuant to Clause 47.10.1 (where paragraph 4.3.3(b)(ii) of Schedule D6 applies), the objective of paragraph 2.2 shall insofar as it relates to this Agreement be to give effect to the supply by the winning tenderer to Post Office of Replacement Services and documenting the technical and operational interfaces between those Replacement Services and the continuing Services provided by Fujitsu Services based on the specifications for such interfaces that formed part of the tender process and were prepared with Fujitsu Services' input and assistance pursuant to paragraphs 6.4 to 6.6 (inclusive) of Schedule D6.

2.4 If and to the extent that the Parties fail to reach agreement under the Change Control Procedure pursuant to paragraph 2.2 by the date the Terminable Service in question is terminated:

2.4.1 the Parties shall each use all reasonable endeavours to reach agreement such that all the matters referred to in paragraph 2.2 are addressed;

2.4.2 with effect from the date of such termination, Fujitsu Services shall perform the obligations and achieve the Service Levels applicable in relation to all continuing Services ("Continuing Obligations") to the extent it reasonably can do so, taking into account those aspects of the performance of that Terminable Service upon which Fujitsu Services' performance of the Continuing Obligations depends; and

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2.4.3 to the extent such failure to reach agreement is in relation to the qualifications or exceptions to Clause 43.1 referred to in paragraph 2.2.6 or security related responsibilities to be performed by Post Office, with effect from the date of such termination Post Office shall be responsible for ensuring to the extent that it or a Next Supplier:

(a) establishes the Replacement Interfaces, that the Replacement Interfaces are secure; and/or

(b) operates or provides technical or service linkages to the Replacement Interfaces, that such operation and linkages are performed in a secure manner,

in each case in accordance with the levels of security and the standards of skill, care and diligence that would be reasonably expected to be applied in relation to the relevant Replacement Service taken on by a supplier of IT services using good industry practice and adopting any enhanced security measures that such a supplier could reasonably be expected to adopt if such supplier provided an indemnity to Post Office in the same form as that set out in Clause 43.1 (but subject to the same limitations or exclusions of liability set out in Clauses 43 and 44) in respect of the provision of that Replacement Service.

Any Disputes in relation to this paragraph 2.4 shall be resolved in accordance with the Dispute Resolution Procedure.

2.5 In the case of Partial Termination pursuant to Clause 47.10.1 (where paragraph 4.3.3(b)(ii) of Schedule D6 applies) the Parties may agree or Post Office may direct that Fujitsu Services as the provider of the Third Party Management Services shall be responsible for the management of the provision by the winning tenderer of the Replacement Services, in which case:

2.5.1 the Charges which shall be paid by Post Office to Fujitsu Services for the provision of the Third Party Management Services in respect of such Replacement Services shall be as set out in paragraph 9 of Schedule D1; and

2.5.2 any variations that may be required to the provisions in this Agreement relating to the Third Party Management Services to give effect to such direction by Post Office shall be agreed under the Change Control Procedure. In the absence of such agreement the provisions of the CCD entitled "Third Party Management Service: Service Description" (SVM/SDM/SD/0021) shall apply.

Interface Costs

2.6 Interface Costs incurred following Partial Termination shall be borne as follows:

2.6.1 in the case of Partial Termination under Clause 47.10.1 (Market Testing), where Replacement Services are provided by Post Office or a third party:

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(a) all Interface Establishment Costs reasonably incurred by Fujitsu Services shall be reimbursed by Post Office to Fujitsu Services; and

(b) where Fujitsu Services manages the provision of those Replacement Services as part of the Third Party Management Service, all Interface Operational Costs shall, subject to paragraph 9.3 of Schedule D1, be borne by Fujitsu Services; and

2.6.2 in the case of Partial Termination under Clause 47.10.2 (Convenience), where Replacement Services are provided by Post Office or a third party:

(c) an amount equal to all Interface Establishment Costs reasonably incurred by Fujitsu Services, multiplied by 100 and divided by 78, shall be paid by Post Office to Fujitsu Services; and

(d) where Fujitsu Services manages the provision of those Replacement Services as part of the Third Party Management Services, all Interface Operational Costs shall, subject to paragraph 9.3 of Schedule D1, be borne by Fujitsu Services.

2.7 Any reference in this Schedule E to Fujitsu Services bearing Interface Costs shall be without prejudice to any right that Fujitsu Services may have under Schedule D1 to charge the Charges payable by Post Office in connection with the management by Fujitsu Services of any Replacement Services.

3. ASSET REGISTER, EXIT STRATEGY AND EXIT PLANS

3.1 The Asset Register, Exit Strategy and Exit Plans shall be developed and maintained in accordance with this paragraph 3

3.2 Phase One

3.2.1 Between the date of signature of CCN 1200 and 31 March 2007 and again between 1 April 2007 and three months after the date of commencement of HNG-X Project Workstream X3 (HNG-X Pilot and Acceptance), Fujitsu Services shall (which in respect of the Terminable Services individually, shall mean to the extent reasonably possible) update the list of assets in each of the categories of assets identified in the CCD entitled "Transfer Asset Register" (COM/MGT/REP/0001) (the "Asset Register") at the level of detail and giving such information in each case as envisaged by version 5.0 of that CCD and Clause 48.6;

3.2.2 Within six months of the date of signature of CCN 1200:

(a) Fujitsu Services shall update the Exit Strategy to include all of the matters set out in paragraph 3.2.3; and

(b) the Parties shall, in light of the Exit Strategy updated in accordance with paragraph 3.2.2(a), consider the Exit Plans in Annexes 2 and 3 to this Schedule and update them to identify at a high level any additional

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activities which the Parties agree are required in relation to termination of this Agreement, Partial Termination and/or termination of Project HNG-X, the detail of such activities to be included in the appropriate Exit Plan in Phase Two.

3.2.3 The Exit Strategy shall:

(a) set out a generic description of all probable post termination scenarios relevant to this Agreement (each an "Exit Scenario") including, without limitation, the following:

(i) full or partial continuation of services substantially the same as the Relevant Services by the Next Supplier;

(ii) full or partial provision of equivalent services by the Next Supplier fully or partially utilising the Infrastructure;

(iii) full or partial provision of equivalent services by the Next Supplier utilising an entirely new infrastructure; and

(iv) continued provision of the Services by Fujitsu Services following termination of Project HNG-X;

(b) identify the major factors which are common to all the Exit Scenarios and those which occur in some only of the Exit Scenarios;

(c) set out the roles and responsibilities of the Parties in the development of the Exit Plans in Phase Two;

(d) set out in broad and general terms:

(i) the categories of information that will be required for exit, distinguishing between those categories which will be required in all probable Exit Scenarios and those which will be required only in particular Exit Scenarios; and

(ii) the sources of such information and how it will be provided.

3.2.4 After the Asset Register has been updated in accordance with paragraph 3.2.1 and the Exit Strategy established in accordance with paragraph 3.2.2, the Parties shall thereafter jointly review and update the Asset Register and/or the Exit Strategy once in every twelve months or if the Commercial Leads decide it is necessary to do so as a result of significant changes to the Services. If the Asset Register or the Exit Strategy is brought up to date following a change to the Services, then that document need not be brought up to date for a further twelve months unless the Commercial Leads decide otherwise.

3.3 Updated Asset Register and Exit Strategy for transition

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3.3.1 Fujitsu Services shall provide an updated version of the Asset Register to Post Office by 30th April 2013 which they shall keep up to date throughout the remainder of the Term in accordance with the terms of the Agreement.

3.3.2 Fujitsu Services shall provide an updated version of the Exit Strategy document to Post Office by 31st October 2013, such version to take into account Post Office's intention to transition to a Towers Model.

3.3.3 For the avoidance of doubt, Fujitsu Services shall not charge Post Office for the production of the updated versions of the Asset Register and Exit Strategy in accordance with paragraphs 3.3.1 and 3.3.2 above.

3.4 Exit Plans for transition

3.4.1 Fujitsu Services shall, within 2 months of receipt of a request from Post Office, provide to Post Office part 1 of the Exit Plan (excluding aspects of the Exit Plan which are dependent on the identity of the Next Supplier) for such Services as Post Office may specify.

3.4.2 Fujitsu Services shall provide to Post Office part 2 of the Exit Plan (including aspects of the Exit Plan which are dependent on the identity of the Next Supplier) following notification to Fujitsu Services by Post Office as to who the Next Supplier is and the nature of the transition process that Post Office and the Next Provider requires. Fujitsu Services shall provide part 2 of the Exit Plan within 2 months of receipt of this notification from Post Office provided that, subject to paragraph 3.4.3 below, such notification is received 2 months or longer after the date the request for the part one of the Exit Plan was made in accordance with paragraph 3.4.1 (i.e. the creation of part one of the Exit Plan and part two of the Exit Plan shall not run concurrently). For the avoidance of doubt, Post Office shall provide this information on or before the date it gives written notice of termination of the Terminable Service.

3.4.3 For the avoidance of doubt, Post Office may elect to request only part 2 of the Exit Plan (without requesting part 1) by notifying Fujitsu Services who the Next Supplier is and the nature of the transition process that Post Office and the Next Provider requires. In the event that Post Office requests part 2 of the Exit Plan only, Fujitsu Services shall provide such Exit Plan in accordance with paragraph 3.4.2 above including all aspects of the Exit Plan which are dependent and which are not dependent on the identity of the Next Supplier.

3.4.4 Post Office shall not make a request for an Exit Plan for the following Services in accordance with paragraph 3.4.1 or 3.4.2 above earlier than

(a) for an Expiring Service, 24 months prior to the expiry date of such Expiring Service;

(b) for a Service other than an Expiring Service, 36 months prior to the expiry date of such Service;

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(c) for a Terminable Service in the event of termination, within one week after notice of termination of such Terminable Service; or

(d) for any Service in the event of termination, within one week after notice of termination of this Agreement.

3.4.5 Following any request for an Exit Plan, Fujitsu Services shall provide reasonable assistance to Post Office for the purposes of determining the implications at that time of the Exit Scenarios.

3.4.6 The Parties shall work together in good faith to review and revise (if appropriate) part one and part two of the Exit Plan to Post Office's reasonable satisfaction within 2 months of receipt by Fujitsu Services of Post Office's request for each Exit Plan.

3.5 Charges for development of Exit Plans

3.5.1 All work performed by Fujitsu Services in writing and reviewing any Exit Plans associated with any Expiring Service (but excluding the Part 1 Plan for the Operational Business Change (Branch Change) Service and the Branch Network Service) shall be performed by Fujitsu Services for no additional charge. For the avoidance of doubt, this includes Exit Plans prepared after 31st March 2015.

3.5.2 All work performed by Fujitsu Services in writing and reviewing any Exit Plans associated with any Service including the Branch Network Service but excluding any other Expiring Service shall be chargeable by Fujitsu Services in accordance with the Rate Card.

3.6 Each Exit Plan produced by Fujitsu Services shall:

(a) include all of the matters referred to in paragraph 3.8; and

(b) be documented in a CCD which, in respect only of the Relevant Services to which it relates, shall supersede and replace Annexes 2 and 3 to this Schedule E.

3.7 Fujitsu Services shall ensure that each Exit Plan produced in accordance with paragraphs 3.4.1 and 3.4.2 is kept up-to-date on a general basis and takes account of any significant changes to this Agreement.

3.8 Each Exit Plan produced in accordance with paragraphs 3.4.1 and 3.4.2 shall cover:

(a) the duties, roles and responsibilities of the Parties;

(b) the practical steps needed to be taken by Fujitsu Services and Post Office;

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(c) the relevant time scales and milestones;

(d) in the case of termination or expiry of the Agreement or termination of a Terminable Service or expiry of an Expiring Service, each of the matters set out in Annex 2 to this Schedule E;

(e) in the case of termination of Project HNG-X, each of the matters set out in Annex 3 to this Schedule E; and

(f) in all cases to the extent not covered by the matters referred to in (d) or (e) (as applicable), each of the matters referred to in paragraph 3.9 which are applicable to the Exit Strategy.

3.9 Matters for inclusion in the Exit Plan:

(a) Post Office's procurement exercises (if any) associated with the Proposed Exit Strategy (if and to the extent that Post Office shall have provided details of such exercises to Fujitsu Services);

(b) information about all of the matters covered by Clause 48 (at a level adequate to enable structured planning and transition) including:

(i) transfer and/or return (as appropriate) of the various assets (including Project Assets) and Property of any member of the Royal Mail Group;

(ii) granting of licences by Fujitsu Services;

(iii) transfer of agreements potentially to be assigned, novated or otherwise transferred;

(iv) access to such source code as Post Office is entitled to have access upon termination of the Relevant Services and documentation;

(v) provision of assistance by Fujitsu Services up to the date of termination of this Agreement, the Terminable Service(s) in question or Project HNG-X or date of expiry of the Expiring Service(s) (as applicable);

(vi) provision of assistance to the Next Supplier (if any) by Fujitsu Services after the date of termination of this Agreement or the Terminable Service in question; and

(vii) the handling of Fujitsu Services employees to whom employment is to be offered under Clause 48.4.3 and those employees who shall transfer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, including (as a minimum) information on employee terms of employment in relation to each employee to whom the offer is

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made and those to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 applies;

(c) procedures and arrangements (if any) that are reasonably necessary to decommission the Infrastructure and/or Relevant Services or elements thereof in order to effect an orderly transfer on termination or expiry;

(d) run-down of Relevant Services and transition from the Relevant Services to Replacement Services;

(e) responsibilities in relation to handling any due diligence exercises to be carried out by potential Next Suppliers, including access to information, the relevant Infrastructure and Fujitsu Services and Fujitsu Services' sub-contractor personnel;

(f) provision of information relating to on-going performance and issues in relation to the Relevant Services (including performance statistics and details of any outstanding Incidents); and

(g) in the event of termination of a Terminable Service, the changes to this Agreement (if any) necessary to enable Fujitsu Services to continue providing the remaining Services and the identification of any dependencies that will need to be satisfied by Post Office or the Next Supplier for the continued provision of the remaining Services, all of which shall be dealt with under the Change Control Procedure.

3.10 The Exit Strategy and the Exit Plans shall at all times be developed and revised by agreement between the Parties under the Change Control Procedure such that they are consistent with the principles set out in this Schedule E (as it may be amended from time to time under the Change Control Procedure).

3.11 Each Party shall act and negotiate reasonably in agreeing the contents of the Exit Strategy and the Exit Plans and shall not unreasonably require the exclusion of matters which the other Party reasonably requests should be included or the inclusion of matters which the other Party reasonably requests should be excluded.

3.12 Any failure to agree the Exit Strategy or a revision to the Exit Plans shall not prejudice the rights and/or obligations of either Party pursuant to this Schedule.

3.13 Fujitsu Services and Post Office will discharge their respective responsibilities and perform their obligations as set out in this Schedule and, when required by the Exit Strategy or Exit Plans, in accordance with that document.

3.14 To the extent that there is an inconsistency between the terms of the Exit Strategy or Exit Plans and this Schedule then, unless expressly stated otherwise in this Schedule, the terms of this Schedule shall prevail.

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3.15 With effect from the date a notice of Partial Termination is served, Post Office may request a Termination Assistance Work Package from Fujitsu Services. Post Office shall ensure that any such request will identify the specific assistance requested and the associated Termination Assistance Period. The Termination Assistance Work Package may include:

(a) notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period;

(b) providing to Post Office and (if applicable) the Next Supplier any reasonable assistance as specifically detailed in the Termination Assistance Work Package to facilitate the orderly transfer of responsibility for and conduct of the Continuing Services to Post Office and/or (if applicable) its Next Supplier;

(c) appropriate arrangements for knowledge transfer as specifically detailed in the Termination Assistance Work Package to developers of replacement software;

(d) provision of specific operational support documentation;

(e) identifying work in progress; and

(f) supporting Post Office in its production of an information pack listing and describing the Services.

3.16 Where Post Office requests a Termination Assistance Work Package, Fujitsu Services may charge the Post Office in accordance with clause 48.4 and paragraph 12 (Charges for Transfer Services) of Schedule D1 (Charges).

4. NEXT SUPPLIERS

4.1 Subject to Post Office procuring that each bona fide potential Next Supplier and/or Next Supplier enters into an Agreed Form NDA or any other form of non-disclosure agreement mutually agreed by Post Office, Fujitsu Services and such bona fide potential Next Supplier and/or Next Supplier, Fujitsu Services will:

4.1.1 Provide Post Office with reasonable information and assistance in relation to Post Office's tender process conducted for the provision of services (i) to replace the Relevant Services or the performance of the Relevant Services by a replacement contractor; and/or (ii) in relation to any Tower;

4.1.2 During any tender or due diligence process:

(a) provide bona fide potential Next Suppliers with access to personnel, data and information (via either a real or virtual data room); and

(b) co-operate with bona fide potential Next Suppliers,

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in order to enable Post Office to run a procurement process in compliance with the Public Contracts Regulations 2006 (in particular without limitation Regulation 4(3) of the Public Contracts Regulations 2006) for all bona fide potential Next Suppliers (which may include Fujitsu Services).

4.1.3 During any transition, implementation and operational phase by Next Supplier(s), grant rights of access to relevant assets (including remote access for IT related assets), premises, subcontractor contracts and third party contracts.

For the avoidance of doubt, to the extent to which such information provision, support and/or assistance in accordance with this paragraph 4.1 results in Fujitsu Services incurring additional costs which it is able to evidence are over and above the Charges and in particular without limitation are not a second charge for obligations already set out in the Agreement (including but not limited to keeping documentation up to date) such costs shall be recoverable from the Post Office."

4.2 Post Office may at any time by notice to Fujitsu Services nominate the Person to be the Next Supplier. Post Office shall procure that on each occasion it appoints a Next Supplier, such Next Supplier shall enter into an Agreed Form NDA or any other form of non-disclosure agreement mutually agreed by Post Office, Fujitsu Services and such Next Supplier. Fujitsu Services shall not be liable for any breach of this Agreement to the extent caused by the Next Supplier.

4.3 Where Post Office appoints or intends to appoint a Next Supplier, Post Office shall be responsible for liaising with and ensuring the co-operation of such Next Supplier in all planning and handover activities in respect of exit transition and where obligations in the General Exit Plan which fall to Post Office are due to be performed by or with the co-operation of the Next Supplier, such obligation will be deemed to include an obligation on the Post Office to procure such performance or co-operation from the Next Supplier.

4.4 Where, following Partial Termination, Relevant Services are provided by a Next Supplier and managed by Fujitsu Services pursuant to the Third Party Management Service, Post Office shall procure that all information reasonably required by Fujitsu Services to perform its obligations in respect of such Third Party Management Service is provided to Fujitsu Services as soon as reasonably practicable.

5. OTHER EXIT ASSISTANCE

5.1 Fujitsu Services shall use all reasonable endeavours to procure an orderly and efficient transition from the provision of the Relevant Services to the provision of Replacement Services (as the case may be) to the Next Supplier and shall co-operate with the Next Supplier as required in order to fulfil the obligations under this Schedule E.

5.2 Where, other than in accordance with paragraph 6 of Schedule D6, the Post Office is seeking a tender or tenders for a third party contractor to provide a Replacement Service for any Terminable Service to which Partial Termination applies or where Post Office intends to provide such Replacement Services itself, Fujitsu Services shall:

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5.2.1 to the extent it can reasonably do so in advance of such Replacement Services being provided, provide to Post Office its best estimate of any Interface Establishment Costs likely to be incurred by Post Office in connection with such Replacement Service on the basis that the specification of the Terminable Service being terminated and the Replacement Service are the same; and

5.2.2 to the extent that any proposed Replacement Service does not meet the specification of the Terminable Service being terminated, Fujitsu Services shall as soon as reasonably practicable (in a timescale consistent with the tender process, if any) advise Post Office of its likely Interface Costs in relation to the proposed Replacement Service.

5.3 Fujitsu Services shall provide reasonable assistance at all times for a period of six years after the date of Partial Termination or date of termination or expiry of this Agreement, as applicable, for the purposes of allowing Post Office to obtain or have access to such historic records connected with the performance of the Relevant Services as may have been retained by Fujitsu Services after termination as is necessary to fulfil Post Office's obligations to supply information for parliamentary, judicial, or administrative purposes.

5.4 Transfer upon Partial Termination, Termination or expiry of the Services

5.4.1 Fujitsu Services shall provide to Post Office, or its nominated third party, an entire copy of the service desk calls and transitional audit data held in the operational audit trail and the commercial audit trail, as defined in the "Audit Trail Functional Specification" (CR/FSP/006) in the format specified in the agreed Exit Plan or any format which Post Office reasonably requests. Fujitsu Services shall be entitled to charge for the collation (including any changes to the format of the data, if any) and provision of this data in accordance with the Rate Card as an Exit service.

5.4.2 In the event that the Post Office does not elect to purchase all of the Equipment forming part of the Project Assets in accordance with its right under Clause 48.1, then:

a) following written confirmation by an authorised representative of Post Office (which Post Office will not unreasonably withheld or delay), Fujitsu Services shall securely wipe and destroy all data relating to Transactions or Events including the operational audit trail and commercial audit trail), including the physical destruction of associated disks and shall provide Post Office with a certificate of destruction within seven (7) days' of the date of destruction. Fujitsu Services shall be entitled to charge for the destruction of such data and associated disks as an Exit service in accordance with the Rate Card. In the event that such written confirmation is not received within 60 Working Days of the date of termination or expiry of the associated Services then Fujitsu shall be entitled to charge for continuing to hold the data;

b) Fujitsu Services shall redeploy and/or dispose of such Equipment forming part of the Project Assets in accordance with its legal obligations and shall not charge Post Office for such redeployment and/or disposal.

5.4.3 Save where varied by implication of paragraphs 5.4.1 and 5.4.2 above, Fujitsu Services shall fulfil all its obligations relating to retention of data which survive termination or expiry of the Agreement for example under clause 25.2 relating to Records, under

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clauses 25.8 to 25.12 relating to the Court Case Support Services to the extent to which it still has the data and/or the expertise (assuming the individuals have not transferred to the Next Supplier). Fujitsu Services will have transferred or destroyed all data relating to Transactions or Events and as such the provisions of Schedule D5 will not apply to the extent to which they apply to the audit trail relating to Transactions or Events.

6. TERMINATION CHARGE

6.1 The Termination Charge, Partial Termination Charge and HNG-X Termination Charge are each intended to represent a good faith recognition of the loss of revenues Fujitsu Services may reasonably have planned for in establishing the Relevant Services, the supporting infrastructure and/or Project HNG-X. Such charges shall not be applicable (i) where the Agreement or Project HNG-X is terminated in accordance with this Agreement for Default by Fujitsu Services or (ii) in the case of Partial Termination arising in relation to Market Testing.

6.2 Subject to paragraph 6.3 and paragraph 6.2.6, where a Termination Charge, Partial Termination Charge or HNG-X Termination Charge is payable to Fujitsu Services, such payment shall be equal to A + B + C where:

6.2.1 A shall be equal to the aggregate of all costs, reasonably incurred, associated with the termination and, where relevant, transfer of the Relevant Services, that cannot be reduced, abated, cancelled or applied elsewhere, subject to Fujitsu Services using reasonable endeavours to mitigate the same, which may include, but is not limited to, the termination of its personnel (where such termination occurs prior to and excluding 2 April 2017) and any termination charges payable to suppliers and sub-contractors and provided that:

a) such costs are demonstrable and Fujitsu Services provides evidence of such costs as requested by Post Office (acting reasonably);

b) Post Office shall not be liable to make any payment in respect of such costs to the extent that such costs are included within any fees already paid by Post Office to Fujitsu Services in advance of the performance by Fujitsu Services or to the extent that such costs exceed the amount that Post Office would have paid under this Agreement had the relevant termination not been made, and which, without prejudice to the foregoing, shall include the remaining lease charges (and dilapidations charges) payable by Fujitsu Services for the Belfast data centres up to and including 31 March 2023);

6.2.2 B shall be an allowance for lost profit which:

(a) in the case of termination of Project HNG-X, shall be an amount equal to 15 percent. of the amount (if any) by which the HNG-X Development Charges due for payment by Post Office up to the date of termination of Project HNG-X are less than the Lower Target Price; or

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(b) in the case of Partial Termination, shall be the Lost Profit; or

(c) in the case of termination of the Agreement, shall be the aggregate of:

(i) an amount equal to the profit element of the HNG-X Termination Charge calculated in accordance with paragraph 6.2.2(a), or zero if such termination of the Agreement occurs after HNG-X Initial Acceptance or the HNG-X Termination Charge has already been paid by Post Office; plus

(ii) the Lost Profit;

6.2.3 C shall:

(a) in the case of (i) Partial Termination or (ii) termination of the Agreement, after all Migration Charges have become due for payment, be zero;

(b) in the case of termination of the Agreement before all Migration Charges have become due for payment or in the case of termination of Project HNG-X be an amount equal to:

(i) the aggregate of all Migration Charges due or which may become due to be paid by Post Office in accordance with the provisions of Schedule D7 if the Agreement or Project HNG-X had not been terminated; minus

(ii) all amounts paid by Post Office in respect of such Migration Charges and all of Fujitsu Services' costs (and associated margin) in relation to such Migration Charges that Fujitsu Services is able to avoid or mitigate (having taken reasonable steps to do so).

6.2.4 All costs forming part of the Termination Charge, Partial Termination Charge or HNG-X Termination Charge shall be determined in accordance with Fujitsu Services' standard accounting practice, supported by proper vouchers and records and verified by Fujitsu Services' auditors.

6.2.5 For the purposes of this paragraph 6.2:

(a) "Lost Profit" means the present value of the lost profit that would have been due to Fujitsu Services during the remainder of the term of the Agreement.

(i) in the case of termination of the Agreement, in relation to all Relevant Services; or

(ii) in the case of Partial Termination, in relation to the Relevant Service that has been terminated,

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in each case calculated as at the date of termination of the Agreement or Partial Termination, or as at the date of commencement of the Ramp Down Period in the event the Relevant Service is subject to a Ramp Down Period, as the case may be, according to the following formula:

Lost Profit = $AP_0 + AP_1/(1+r) + AP_2/(1+r)^2$ + [series to continue on same calculation basis until] + $AP_{nn}/(1+r)^{nn}$.

Where the Relevant Service being terminated is subject to a Ramp Down Period, then the profit included within the Charges paid or payable by Post Office during the Ramp Down Period shall be recognised in the calculation of the Lost Profit payable by deducting the amount calculated in accordance with the following from the Lost Profit (as calculated above):

(10/100) multiplied by the total amount of the Charges paid or payable by Fujitsu Services for the Relevant Service during the Ramp Down Period

(b) "nn" means the numbering applied to Financial Years, where in respect of the Financial Year in which termination occurs or the Ramp Down Period commences (as the case may be), nn = 0; in respect of the next Financial Year, nn = 1; for the Financial Year after that nn = 2 and so on for each successive Financial Year in the period after such termination :

(i) to 31st March 2015 in the event of Partial Termination of the Expiring Services (excluding the POLSAP Applications Support Service) , save as set out in paragraph (ii) below; or

(ii) in the event that Post Office elects to extend the Service Desk Service, Engineering Service, the OBC Branch Service and/or, CMT Services in accordance with paragraph 10 below, and any such Service is subject to Partial Termination, to the date on which such Service (as extended) would have expired; and

(iii) in the event of Partial Termination of the POLSAP Hosting Service to 31st March 2017; and

(iv) for all other Services, to 31 March 2017."

(c) "APnn" means annual profit in the Financial Year numbered nn which:

(i) in the case of termination of the Agreement, is the aggregate of:

(1) as applied to each and aggregated for all Relevant Services, an amount equal to the Operational Fixed Charge applicable in respect of each Relevant Service in that Financial Year multiplied by the Month Number or OBC Month Number (as applicable) multiplied by 10/100; plus

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(2) an amount equal to 10/100 multiplied by the aggregate of the "Late Cost to Post Office" (as referred to in paragraph 4.2.3 of Schedule D1) that would have been payable (if any) pursuant to paragraphs 4.2.3 and 4.2.4 of Schedule D1 as an increment to the applicable Operational Fixed Charge and/or Operational Unit Charges between the date of such termination and 31 March 2015; plus either

(3) in respect of each Financial Year from (and including) 2008/9 to (and including) 20011/2012, the Protected Margin for that Financial Year; or

(4) in respect of Financial Years 2006/07 and 2007/08 and all Financial Years after 20011/2012, as applied to each and aggregated for all Relevant Services, an amount equal to the Operational Variable Charge in respect of each Relevant Service in that Financial Year multiplied by the Applicable Margin; or

(ii) in the case of Partial Termination of a Relevant Service, is the aggregate of:

(1) an amount equal to the Operational Fixed Charge applicable in respect of that Relevant Service in that Financial Year multiplied by the Month Number multiplied by 10/100; plus

(2) an amount equal to the Operational Variable Charge in respect of that Relevant Service in that Financial Year multiplied by the Applicable Margin;

(d) "Month Number" means, subject to paragraph 6.2.5 (i) of Schedule E, in the Financial Year in which termination of the Agreement or Partial Termination (other than in respect of the Operational Business Change (Branch Change) Service) occurs, the number of calendar months remaining in that Financial Year after the date of such termination (which shall be deemed to include the month in which such termination occurs) or 12 in all subsequent Financial Years;

(e) "OBC Month Number" means, in the Financial Year in which Partial Termination of the Operational Business Change (Branch Change) Service occurs, the number of calendar months remaining (excluding December) in that Financial Year after the date of such termination (which shall be deemed to include the month in which such termination occurs, save where that month is December in which case it shall be deemed to include the January immediately following) or 11 in all subsequent Financial Years;

(f) "Applicable Margin" means in the case of all Relevant Services save for any Expiring Services which expire on the dates set out in

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Clauses 46.4.1 and 46.4.2 (where Termination Charges and Partial Termination Charges do not apply):

- 10/100 of the Operational Charges from the Date of Termination to 31st March 2018 where Post Office terminates the Agreement on or before 31st March 2017. The "Date of Termination" means termination of processing of Transactions either directly or indirectly by the HNG-X System (or any replacement to such system provided by Fujitsu Services) It is agreed that other Transfer Services, for example decommissioning of equipment provision of assistance including to the Next Supplier and provision of documentation, may be provided after this date by Fujitsu Services. Notwithstanding the provision of such Transfer Services after the Date of Termination, the relevant Termination Charge or Partial Termination Charge shall be calculated by reference to the Date of Termination; and
- 15/100 of the Operational Charges from the Date of Termination to 31st March 2024 or if Post Office elects the Agreement by a further one year period, to 31st March 2025 where the Date of Termination is after 31st March 2017,

save that whenever the notice to terminate by Post Office is given to Fujitsu Services in relation to Expiring Services which do not expire on the dates set out in Clauses 46.4.1 and 46.4.2, "Applicable Margin" shall mean 10/100 and

(g) "Operational Variable Charge" means in each Financial Year:

(i) in the case of the Branch Network Service, an amount equal to the Charges forecast by Fujitsu Services to be payable that Financial Year by Post Office pursuant to paragraph 2.9.2(b) of Schedule D1, such forecast being the latest provided by Fujitsu Services under paragraph 2.10 of Schedule D1; or

(ii) in the case of all other Relevant Services, the element of the Operational Charges payable in respect of that Relevant Service in that Financial Year calculated using all Operational Unit Charges and Margin Rates applicable in respect of that Relevant Service and the relevant volumes in that Financial Year forecast in the CCD "Horizon Capacity Management and Business Volumes" (PA/PER/033) (such volumes being adjusted as necessary so as to be expressed as monthly volumes); and

(h) "r" means the base rate, expressed as an annual percentage, of Barclays Bank Plc prevailing on the date on which termination of this Agreement or Partial Termination (as the case may be) takes place multiplied by 1/100. For example, if the base rate is 5.1 percent., "r" will be 5.1 x 1/100 = 0.051.

(i) Removed by CCN1623b.

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6.2.6 Subject to the remainder of this Paragraph, the Termination Charges or Partial Termination Charge in respect of termination of the Payment and Banking Service shall be equal to the Charges for the period from the date of termination to 31 March 2023 that would have been payable had the Payment and Banking Services not been terminated (with any volumetric Charges assumed to be the minimum Charge or volume). If termination takes place between 1 October 2022 and 31 March 2023 then the Termination Charges or Partial Termination Charge in respect of termination of the Payment and Banking Service are an additional amount equal to one (1) year of the Charges for the Payment and Banking Service shall be payable (with any volumetric Charges assumed to be the minimum Charge or volume). If termination of the Payment and Banking Service in accordance with Clause 47.10.2 or Clause 47.7 takes effect at any time after completion of any extension to the Agreement between the Parties then the minimum Transaction volume commitments set out in Schedule D1 Paragraph 2.19 and all other applicable charges shall continue to apply during the termination period

6.3 The sum of all Termination Charges, Partial Termination Charges or HNG-X Termination Charges payable by Post Office to Fujitsu Services under this Agreement following a termination of the Agreement and/or Partial Termination, calculated pursuant to paragraph 6.2 plus any payments payable by Post Office under Clause 75.15.6 (having regard to the last paragraph of Clause 75.15) shall not in aggregate exceed:

(a) £15,000,000 (fifteen million pounds), where Post Office terminates this Agreement and/or for all Partial Terminations in respect of which notice to terminate is given between 1 April 2021 and 30 March 2024 (inclusive); and

(b) if Post Office elects to extend the Agreement by a further one year £10,000,000 (ten million pounds), where Post Office terminates this Agreement and/or for all Partial Terminations in respect of which notice to terminate is given between 1 April 2024 and 30 March 2025 (inclusive).

For the avoidance of doubt, the Expiry Licence Fee and Termination Licence Fee are not part of the Termination Charge and as such are not included in the Termination Charge Cap._Termination Charges or Partial Termination Charges in respect of terminating the Payment and Banking Service shall not be taken into account for the Termination Charge Cap.

7. TRANSFER PAYMENT

7.1 In the event of termination:

7.1.1 in circumstances in which a Termination Charge, Partial Termination Charge or HNG-X Termination Charge is payable, then should Post Office wish to exercise its option under Clause 48.1, the Transfer Payment shall be £1; and

7.1.2 in all other cases, should Post Office wish to exercise its option under Clause 48.1, the Transfer Payment shall be the greater of £1 or a sum equivalent to such Charges as are due or which may become due to be paid by Post Office in respect

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of those Project Assets which Post Office is entitled and wishes to acquire, to the extent that such Charges have not already been paid by Post Office to Fujitsu Services.

8. ASSOCIATED DOCUMENTS

8.1 The following CCDs are associated with this Schedule E:

	Document Reference	Document Title
1	SVM/SDM/SD/0021	Third Party Management Service: Service Description
2	COM/MGT/REP/0001	Transfer Asset Register
3	PA/PER/033	Horizon Capacity Management and Business Volumes
4	COM/CUS/STG/0001	HNG-X Exit Strategy

8.2 The following CRDs are associated with this Schedule E:

	Document Reference	Document Title
	NO CRDs APPLICABLE	

9. ADDITIONAL EXIT PROVISIONS APPLICABLE TO TRANSITION

9.1 Impact of termination or expiry during transition

9.1.1 From 1st April 2015, it is anticipated that Post Office will initiate a number of Partial Terminations of Services as it moves to its new procurement model. To support the transition following these Partial Terminations there may be a resulting change in the scope and charging for the central support Services (Service Management Service, Management Information Service, and Security Management Service). In addition, the Services may be impacted by the termination or expiry of the Engineering Service, Operational Business Change Service and CMT Service.

9.1.2 The impact of any Partial Termination on the remaining Services shall be assessed in accordance with the provisions of paragraph 2.2 of Schedule E.

9.1.3 The impact of any expiry of an Expiring Service shall be assessed in accordance with the provisions of paragraph 2.2 of Schedule E.

9.1.4 As part of any termination or expiry of any Services it is agreed that as part of impacting the remaining Services the Parties shall review the applicability of the Call Off Services in Table B in Schedule B3.1.

9.2 Spares Stock

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9.2.1 Post Office shall be responsible for the provision of all spares stock for Expiring Services (excluding POLSAP Applications Support Service, and Branch Network Services) from 1st April 2015 until 23:59 on the 4th October 2016 at 23:59. From 5th October 2016 Post Office shall be responsible for the provision of all spares stock for Expiring Services (excluding Branch Network Resilience Service and Branch Network Services). For the avoidance of doubt, all spares stock procured by or on behalf of Post Office shall form part of the Branch Infrastructure.

9.2.2 Post Office may request in writing that Fujitsu Services source the spares stock for Branch Infrastructure on Post Office's behalf (including spares stock identified in a Mini Extension Report). In such circumstances and subject to the availability of such spares, Fujitsu Services shall procure said spares at Post Office's cost. Fujitsu Services shall also be entitled to charge for the storage of these spares. In the event that Post Office extends the Engineering Service, Fujitsu Services shall not be entitled to charge for those spares that it estimates it will require to deliver the Services during the period for which the Engineering Service is extended. Fujitsu Services will continue to be able to charge for the storage of any other spares procured on behalf of Post Office during such period.

9.3 It is noted that at the time of entering into CCN 1400, both parties acknowledge that it is not possible to predetermine all of the potential impact (including changes to the relevant cost base) of the removal of the Service Desk Service and the impact of the removal of other subsequent Terminable Services (whether before or after 31st March 2015) on the remaining Operational Services. To this end, the provisions of paragraph 2 (Partial Termination) of Schedule E (Termination and the Exit Plan) shall apply in each instances and Fujitsu Services shall be required to impact each expiry and/or termination and the Charges for the remaining services shall be varied according to any increase or decrease in the remaining costs incurred by Fujitsu Services in delivery of the remaining services. Any resultant reduction in Fujitsu Services' costs shall be deducted from the relevant Operational Charge but no additional deduction will be made for the margin originally added to that cost. Any resultant increase in Fujitsu Services' costs shall be added to the relevant Operational Charge but this additional charge shall not form part of the calculation for any future Termination Charge.

10. MINI EXTENSIONS

10.1 In the event that Post Office requires any or all of the Expiring Services (excluding Credence/MDM Service, the Salesforce Support Service, POLSAP Hosting Service and POLSAP Applications Support Service) to continue beyond 31st March 2015, then the following provisions shall apply:

10.1.1 Post Office shall only be able to extend a particular service for fixed 6 month periods. In the event that Post Office requires an additional period beyond 30th September 2015 then Post Office must also elect for an additional fixed 6 month extension period.

10.1.2 In order to extend one of these Expiring Services (excluding POLSAP Applications Support Services), Post Office shall give a minimum of 6 months' written notice, i.e. in the first instance, such written notice must be received by Fujitsu Services prior to 30th September 2014.

10.1.3 For the avoidance of doubt, liquidated damages (where applicable) shall continue to apply during any mini extension in accordance with clause 18.

10.1.3A The Credence/MDM service, the Salesforce Support Service and POLSAP Hosting Service are not extendable beyond 31st March 2015 in accordance with

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the terms above. The POLSAP Applications Support Service is not extendable beyond 31st March 2016 in accordance with the terms above.

10.1.3B In the event that the Service Desk Service continues beyond 31st March 2015, there shall be no reduction in contracted for Service Levels during the extended period.

Mini Extension Reports

10.1.4 From 5th October 2016 Fujitsu Services shall, acting as the informed supplier, ensure that its personnel inform the Service Management Relationship (as defined in Schedule A2) as soon as it is aware of any issues that may impact on the provision of Expiring Services (be it by Fujitsu Services or the Next Supplier) on a reactive basis. Where such issues are agreed they shall be formally recorded in the minutes and become Refresh Items. If agreement is not reached in the Service Management Relationship then the Parties shall escalate the matter using the Dispute Resolution Procedure.

10.1.5 Additionally, to inform the mini extension request Post Office may elect to commission via a CT, a report identifying any items of risk that would need to be addressed in order for the relevant Service(s) to continue to operate during any Mini Extension in accordance with the Agreement immediately prior to the extension. This report shall be prepared on a pro-active basis with Fujitsu Services consulting relevant sub-contractors as necessary. Such report shall be delivered to Post Office within 3 months of the agreement date of the CT (the **"Mini Extension Report"**). The report shall be delivered on a time and materials basis but the cost of such report shall be capped at £30,000.

10.1.6 Post Office will review the Mini Extension Report and the Parties shall use reasonable endeavours to agree any changes within 15 Working Days of the date the Mini Extension Report is delivered to Post Office. If the Parties are unable to agree the report then the matter shall be escalated via the existing Dispute Resolution Procedure.

10.1.7 Once agreed, any items identified in the Mini Extension Report shall be deemed to be Refresh Items.

10.1.8 If matters relating to potential Refresh Items have been referred to the Dispute Resolution Procedure but not yet resolved and result in a service failure during any mini extension period, then the potential Refresh Items attributable to the service failure shall become Refresh Items.

10.1.9 Post Office may at its sole option determine whether to implement all, some, or none of the Refresh Items set out in the Mini Extension Report and/or Service Management Relationship minutes and/or Dispute Resolution Procedure resolutions. For the avoidance of doubt, Post Office may purchase Refresh Items from any Tower Contractor or any other third party but, as set out in Schedule B1 (Branch Hardware Implementation) only Fujitsu Services may implement such Refresh Items into the Services (at Post Office's additional cost, where such costs are not recoverable under the Charges) to the extent it still provides the applicable Service. In the event that Post Office decides to proceed with some or none of the Refresh Items then Fujitsu Services shall not be liable for any service failure directly attributable to Post Office not proceeding with and/or making available the Refresh Items. In the event that Post Office decides to proceed with some or all of the Refresh Items then, for the avoidance of doubt, Fujitsu Services' obligations to provide the Services in accordance with the Service Levels shall be unaffected to the extent to which Post Office procures and/or provides the Refresh Items within the agreed timescales.

10.1.10 Furthermore, if Post Office does not elect to procure the Mini Extension Report and to the extent that Fujitsu Services has fulfilled its obligations under paragraph 10.1.4 of this Schedule E, then, should the service be impacted by the non-availability, refresh or support of hardware and software, or of spares after 31st March 2015 an appropriate adjustment to service level performance

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shall be made in relation to failures directly caused by the lack of availability, refresh or support of those spares, hardware or software.

10A SPARES STOCK

10A.2 Prior to the termination/expiry of any of the Services, Fujitsu Services will notify Post Office promptly after it becomes aware (or ought reasonably to have become aware), of any:

10A.2.1 software or hardware used in the performance of the Services; or
10A.2.2 spares stocks for Branch Infrastructure,

which is becoming end-of-life and/or coming out of support in the two years after the planned expiry of the Service.

10A.3 From 5th October 2016, Post Office shall be responsible for the provision of all spares stock from 1st April 2015 required for the provision of Expiring Services. For the avoidance of doubt, Post Office may request that Fujitsu Services source the spares stock on Post Office's behalf. In such circumstances and subject to the availability of such spares, Fujitsu Services shall procure said spares at Post Office's cost. Fujitsu Services shall also be entitled to charge for the storage of these spares.

10A.4 In the event that Post Office extends the Engineering Service, Fujitsu Services shall not be entitled to charge for those spares that it estimates it will require to deliver the Services during the period for which the Engineering Service is extended. Fujitsu Services will continue to be able to charge for the storage of any other spares procured on behalf of Post Office during such period where such spares are stored by Fujitsu Services.

10B **RAMP DOWN CHARGES**

10B.1 Once a particular Operational Service, Counter Positions or Branches is/are supported by a Next Supplier or any other supplier (and not Fujitsu) it/they shall cease to be "Counter Positions" or "Branches" for such Operational Service.

10B.2 For the avoidance of doubt, a single Branch or Counter Position may be supported by Fujitsu in relation to one Operational Service but may be supported by a Next Supplier in relation to another Operational Service. As illustrated in the example in paragraph 1.9 of Schedule D1, that Branch or Counter Position supported by Fujitsu would be included in the variable charge calculation for the Operational Service but not the Branch or Counter Position supported by the Next Supplier.

10.C Both Parties acknowledge that Post Office may request further extensions to the Expiring Services. Both Parties agree to act reasonably in the event of any such request and any associated negotiation of terms. In particular, Fujitsu Services agrees to mitigate its costs of supply and stranded costs with respect to any further extension of the Expiring Services to the extent that it is reasonably possible to do so having regard to, amongst other things, the timing of any request relative to the expiry date of the Expiring Services

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ANNEX 1

Terminable Service	Termination category	Date or Event from which termination can be effective	Indicative Impacts
Operational Business Change (Branch Change) Service	Terminable as an individual Service	1st April 2021	Process, resource and toolset implications on Data Centre Operations Service and Service Management Service (MAC Team)
Engineering Service	Terminable as an individual Service (Expired as of 31 March 2015)	Signature by both Parties of CCN 1200	Process, toolset, SLT and operational service threshold implications on Service Desk Service and Operational Business Change (Branch Change) Service and on availability SLTs
Service Desk Service	Terminable as an individual Service (Terminated as of 2nd July 2014)	October 2006	Impacts on Engineering Service SLTs and on process and toolset interfaces to the Systems Management Service, Branch Network Service, Data Centre Operations Service, Central Network Service, Third Line Software Support Service and Service Management Service
Branch Network Service	Terminable as an individual Service (Expired on 31st March 2018)	1st July 2017 however the following provisions apply: a) Partial Termination due to Termination of a Specific Branch Network Service sub-services The individual Charges identified below for the POMs, BFPO, KDSL and EE sub-services to the Branch Network Services which form part of the Branch Network Services Fixed Charges will cease to be charged and a corresponding	Impacts on Engineering Service, Service Desk SLTs and availability and reliability SLTs (amongst others). Process and toolset implications for Service Desk Service. Implications on development if a different technology is used

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Terminable Service	Termination category	Date or Event from which termination can be effective	Indicative Impacts
		reduction will be applied to the Branch Network Services Operational Charges provided that: □ there are no Branches still actively utilising the particular relevant sub-services (POMS, BFPO and EE are each a technology for the purposes of this CCN); and □ Post Office shall have provided a minimum of 60 days notices prior notice to Fujitsu Services to terminate the particular sub-services. **Fixed Charges monthly reductions:** Post Office Managed Switch ("POMS") sub-service (a reduction of £14,244.99 per month); Internet VPN sub-service used at British Forces ("BFPO") and Kingston ADSL ("KDSL") (a reduction of £7,122.50 per month); and EE sub-services (a reduction of £7,122.50 per month). b) <u>Full Termination of Branch Network Service and/or CMT Service</u> In the event that: □ there are no Branches still actively	

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Terminable Service	Termination category	Date or Event from which termination can be effective	Indicative Impacts
		utilising the Branch Network Service and/or the CMT Service; and □ the applicable 3 month notice period required to terminate the BNS and/or CMT Services has expired (Post Office having provided a minimum of 3 months prior notice to Fujitsu Services to terminate either of these Services as applicable); then the termination of the Branch Network Service and/or the CMT Service shall be effective prior to 1st April 2018.	
CMT Service	Terminable as an individual Service (Expired on 31st March 2018)	1st July 2017	Impacts on Branch Network Service and Operational Business Change (Branch Change) Service
Reconciliation Service	Terminable as an individual Service	1st April 2021	Implications on the Third Line Software Support Service which provides back-up to the Reconciliation Service on reconciliation incidents where specialist technical support is required.
Reference Data Management Service	Terminable as an individual Service	1st April 2021	Implications on process and toolset for Data Centre Operations Service especially.

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Terminable Service	Termination category	Date or Event from which termination can be effective	Indicative Impacts
Third Line Software Support Service	Terminable as an individual Service	1st April 2021	Impacts on all SLTs (though only minimally on Service Desk Service and Engineering Service SLTs) Process and toolset implications on Service Desk Service, Systems Management Service, Data Centre Operations Service, Application Support Service (Fourth Line), Reconciliation Service and Management Information Service
Data Centre Operations Service and Central Network Service	Service terminable jointly (not as individual Services)	1st April 2021	Termination of Data Centre Operations Service and Central Network Service impacts on the Reconciliation Service, Reference Data Management Service, and "multi-service" SLTs (such as Branch and Counter Position availability), Banking Transaction times and data file delivery SLTs. In addition the POLSAP Hosting Service and Credence/MDM Service shall be impacted.
Systems Management Service	Terminable as an individual Service	1st April 2021	Termination of Systems Management Service impacts on most SLTs. Process and toolset impacts on many other Services.
Application Support Service (Fourth Line)	Terminable as an individual Service	1st April 2021	Implications on POA ongoing development capability as links between the two are very significant. Process and toolset implications on Third Line Software Support Service.
Salesforce Support Service	Terminable as an individual Service. Note that the terms of the Fujitsu Global Cloud	3 months from start of service	Service is a standalone Service.

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Terminable Service	Termination category	Date or Event from which termination can be effective	Indicative Impacts
	Platform shall apply to the Salesforce Support Service Hosting. (Expired as of 23.59 on 31st March 2016).		
POLSAP Hosting Service	Terminable as an individual Service	16th May 2018	Reference Data Management Service, Data Centre Operations Service and POLSAP Applications Support Service
POLSAP Applications Support Service	Terminable as an individual Service	30th June 2016	Reference Data Management Service, Data Centre Operations Service and POLSAP Hosting Service
Credence/MDM Service	Terminable as an individual Service	Signature of CCN 1400	Reference Data Management Service and Data Centre Operations Service.
Payment and Banking Service	Terminable as an individual Service	Signature of both parties of CCN1672a	Impacts on Service Management Service, Reconciliation Service, Security Management Service, Data Centre Operations Service and Central Network Service.

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ANNEX 2

General Exit Plan

Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of General Exit Plan or other specified event)	
		Notice of termination given for any reason is 6 months or less	Notice of termination for any reason is more than 6 months, or in the event of expiry of this Agreement or an Expiring Service
1	Post Office shall appoint a manager responsible for implementing the General Exit Plan.	1 day.	1 day.
2	At the request of Post Office, Fujitsu Services shall appoint a manager who shall be responsible for implementing the General Exit Plan, to include but not be limited to: • participating in the planning and resourcing of transferring responsibility for the provision of the Relevant Services or equivalent services to the Next Supplier; • managing Fujitsu Services' involvement in that process and committing their resources to it, and managing the timescales concerned; and • organising Fujitsu Services' management and control for the processes described below.	3 days.	5 days.
3	At the request of Post Office, Fujitsu Services shall procure that its sub-contractors used in the provision of the Relevant Services shall meet with Post Office to discuss, in as co-operative manner as is reasonably practicable, the ongoing provision of the Relevant Services with a view to achieving the results of the General Exit Plan.	As and when reasonably requested by Post Office after notice of termination given.	As and when reasonably requested by Post Office after notice of termination given or in the event of expiry of this Agreement or an Expiring Service.
4	Fujitsu Services shall deliver to Post Office for its approval a detailed transition plan to enable transition of the Relevant Services to the Replacement Services. Such plan shall include, but not be limited to a timetable of events, resources, assumptions, dependencies, activities, and responsibilities.	No later than 2 months after receipt of the views of Post Office in accordance with paragraph 3.4.2 of Schedule E.	No later than 2 calendar months after receipt of the views of Post Office in accordance with paragraph 3.4.2 of Schedule E.

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Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of General Exit Plan or other specified event)	
		Notice of termination given for any reason is 6 months or less	Notice of termination for any reason is more than 6 months, or in the event of expiry of this Agreement or an Expiring Service
5	Fujitsu Services shall deliver to Post Office the most recent versions of all internal documentation available to Fujitsu Services which are used for support of the Relevant Services and relevant Applications, Business Capabilities and/or Support Facilities.	7 days.	14 days.
6	Fujitsu Services shall make available to Post Office on reasonable notice appropriate expert staff who shall provide to Post Office such explanations to Post Office as are reasonably necessary to facilitate Post Office's understanding of the documentation referred to in row 5.	No later than 2 months after notice of termination given.	No later than 2 months after notice of termination given.
7	Fujitsu Services shall deliver to Post Office the following: • an inventory of Post Office Data, plus any other related data available for transfer or deletion; • the definition of all data available for transfer or deletion; • a proposed physical transfer method and method of deletion; and • a proposed method for testing the integrity and completeness of the data transferred and the completeness of the data deleted. In the case of Partial Termination or expiry of an Expiring Service this only applies to the extent that such Post Office Data relates to the Relevant Service or is reasonably relevant for the provision of Replacement Services for the Relevant Service.	Within 1 month from notice of termination of this Agreement.	At least 4 months prior to termination or expiry of this Agreement or an Expiring Service.
8	Fujitsu Services shall deliver to Post Office an up to date version of the Asset Register together with: • a list of all assets eligible for transfer to Post Office in accordance with Clause 48.1 and the relevant terms of such transfer; and	Within 1 month from notice of termination of this Agreement.	At least 4 months prior to termination or expiry of this Agreement or an Expiring Service.

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Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of General Exit Plan or other specified event)	
		Notice of termination given for any reason is 6 months or less	Notice of termination for any reason is more than 6 months, or in the event of expiry of this Agreement or an Expiring Service
	• a list identifying all other assets, other than human resources, skills and know how, that are ineligible for transfer but which are essential to the delivery of the Relevant Services. The purpose of each component shall be included in the list.		
9	Post Office to deliver notification to Fujitsu Services of specific data it wishes to be transferred in accordance with the provisions of row 7, and Post Office and Fujitsu Services to enter into good faith discussions to develop a data transfer plan.	Within 1 month from date of delivery of the items set out in row 7.	Within 2 months from date of delivery of the items set out in row 7.
10	Post Office to deliver notification to Fujitsu Services of specific assets it wishes to be transferred in accordance with Clause 48.1, and Post Office and Fujitsu Services to enter into good faith discussions to develop a plan for asset transfer. Such plan shall cover both passing of title to assets and any physical transfer required.	As soon as reasonably practicable from date of delivery of the list of all assets eligible for transfer to Post Office referred to in row 8.	Within 3 months from date of delivery of the list of all assets eligible for transfer to Post Office referred to in row 8.
11	Post Office and Fujitsu Services to enter into good faith negotiations to identify and specify any training requirements related to the transfer of data and/or assets pursuant to rows 9 and 10 above. Such training shall include, at Post Office's request, technical training in respect of: development; networks; operations; configuration and change management; system administration; platform management; and security.	As soon as reasonably practicable from delivery of both the list of assets and of data referred to in rows 7 and 8.	Within 1 month from delivery of both the list of assets and of data referred to in rows 7 and 8.
12	Fujitsu Services to produce and Post Office to approve in respect of the Relevant Services: • a training strategy, which details the required courses and their objectives; • training materials (include assessment criteria); and • a training plan of the required training events.	Within 1 month from notice of termination of this Agreement.	At least 3 months prior to termination or expiry of this Agreement or an Expiring Service.

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Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of General Exit Plan or other specified event)	
		Notice of termination given for any reason is 6 months or less	Notice of termination for any reason is more than 6 months, or in the event of expiry of this Agreement or an Expiring Service
13	Fujitsu Services and Post Office shall co-operate in commencing testing and proving the data transfer and deletion plan in respect of the Relevant Services, such that transfer may be concluded in accordance with the agreed plan. In the case of termination or expiry of the Agreement or (in accordance with Post Office's reasonable directions) of a Terminable Service, once the transfer of Post Office Data to Post Office in accordance with this requirement is complete, all remaining Post Office Data to which this requirement applies and held by Fujitsu Services shall either be destroyed in the case of termination and expiry of the Agreement or, in the case of termination or expiry of a Terminable Service, only destroyed in accordance with Post Office's reasonable directions. For the purpose of this requirement, "destroyed" means physical destruction of the media upon which such data are held or irretrievable deletion of data from such media (including, without limitation, by reformatting those media).	As soon as reasonably practicable after agreement of the data transfer plan referred to in row 9.	The later of 5 months after the date of notice of termination and 3 months after agreement of the data transfer plan referred to in row 9.
14	At the request of Post Office, Fujitsu Services shall: • in the case of properties owned or controlled by Fujitsu Services, permit Post Office and its appointed agents; and • in the case of properties not owned or controlled by Fujitsu Services, use reasonable endeavours to arrange, reasonable access to such properties used by Fujitsu Services to provide the Relevant Services.	Throughout the period between commencement of implementation of the General Exit Plan and completion of transition to the Next Supplier ("Exit Term").	Throughout the Exit Term.
15	At the request of Post Office, Fujitsu Services shall provide all reasonable assistance and allow for the decommissioning and transfer of the relevant assets listed in the Asset Register (as updated in accordance with the provisions of row 8) and those notified by Post Office in accordance with the provisions of row 10 that are located on Fujitsu Services' premises (including premises leased or licensed by Fujitsu Services) in accordance with Post Office's reasonable instructions to Post Office's specified location in the UK (or the location of any Next Supplier), including but not limited to physical access to such assets.	Throughout the Exit Term.	Throughout the Exit Term.
16	Fujitsu Services shall transfer data in an agreed electronic format (where possible) or such other available format to Post Office and make the same available at Post Office's request to the Next Supplier.	On satisfactory completion of the relevant testing mentioned in row 13.	On satisfactory completion of the relevant testing mentioned in row 13.

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Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of General Exit Plan or other specified event)	
		Notice of termination given for any reason is 6 months or less	Notice of termination for any reason is more than 6 months, or in the event of expiry of this Agreement or an Expiring Service
17	Fujitsu Services shall: • make available two copies in the agreed electronic format of all back-up, archival and operational data including, without limitation all databases developed in relation to the Relevant Services which are licensed for use by Post Office pursuant to this Agreement or in which Post Office owns the Intellectual Property Rights; and • make and deliver up to Post Office printouts of Post Office Data as Post Office may reasonably require and which Fujitsu Services can reasonably produce in respect of the Relevant Services.	Following a reasonable interval following termination of this Agreement. Such interval to be agreed by the Parties during Phase One.	Following a reasonable interval following termination of this Agreement or expiry of an Expiring Service. Such interval to be agreed by the Parties during Phase One.
18	Fujitsu Services shall transfer to Post Office the scripts used by the Service Desk, all existing work arounds to known problems, its problem management records and its incident management records (in each case as relevant to the Relevant Services and relevant Applications, Business Capabilities and Support Facilities) in a format to be agreed between the Parties.	1 month before termination of this Agreement with an update of such information up to and including the date of termination of this Agreement to be sent to Post Office in the agreed format within one month of the date of termination of this Agreement.	2 months before termination of this Agreement with an update of such information up to and including the date of termination of this Agreement to be sent to Post Office in the agreed format within one month of the date of termination of this Agreement.
19	Fujitsu Services shall provide reasonable office accommodation for three Post Office or Next Supplier personnel.	Throughout the Exit Term.	Throughout the Exit Term.
20	Fujitsu Services shall destroy or return to Post Office (as directed by Post Office): • all manuals and all other materials supplied by Post Office to Fujitsu Services (relating to the Relevant Services) and subsequently updated in enabling them to service Post Office's requirements; and • all tapes and disks and other equipment and related software supplied to Fujitsu Services by Post Office during the provision of the Relevant Services,	Following a reasonable interval following termination of this Agreement. Such interval to be agreed by the Parties during Phase One.	Following a reasonable interval following termination of this Agreement or an Expiring Service. Such interval to be agreed by the Parties during Phase One.

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Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of General Exit Plan or other specified event)	
		Notice of termination given for any reason is 6 months or less	Notice of termination for any reason is more than 6 months, or in the event of expiry of this Agreement or an Expiring Service
	to the extent such manuals, materials, tapes, disks, equipment and/or software relate to the Relevant Services and are not required for the provision by Fujitsu Services of any continuing Services.		
21	Post Office shall notify Fujitsu Services of any transition requirements to be provided to Next Supplier after the date of Partial Termination or date of termination of this Agreement, as applicable.	At least 2 months prior to termination of this Agreement.	At least 2 months prior to termination or expiry of this Agreement or an Expiring Service.
22	Fujitsu Services shall transfer to Post Office its relevant configuration management information in a format to be agreed between the Parties.	At least one month prior to termination of this Agreement.	At least one month prior to termination or expiry of this Agreement or an Expiring Service.
23	Fujitsu Services shall provide to Post Office an anonymised list with details of the terms and conditions of employment of all Fujitsu Services personnel (and those personnel of its relevant sub-contractors) who are then wholly or mainly employed or engaged in the performance of the Relevant Services, to the extent such personnel may be subject to the Transfer of Undertakings (Protection of Employment) Regulations 2006 if such Services were transferred (including, as a minimum, information on (i) numbers of personnel (employees, contractors and temporary staff), (ii) salaries and other benefits, bonuses and pensions arrangements, (iii) where readily available to Fujitsu Services, skills sets and employment grades, (iv) age and length of service profile, (v) locations of personnel and (vi) such key employee policies as shall be generally known to the relevant employees and relevant to their terms of employment or reasonable expectations). For the avoidance of doubt, this provision is without prejudice to any statutory obligations of Fujitsu Services to provide information on employee liabilities and other employee information to Post Office in the event of termination or expiry of this Agreement where the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply.	As soon as possible following notice of termination being given.	In the case of early termination of this Agreement or Partial Termination, as soon as possible following notice of termination being given. In the case of expiry of this Agreement or an Expiring Service, no later than 3 months prior to the date of expiry.

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ANNEX 3

HNG-X Exit Plan

Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of HNG-X Exit Plan or other specified event)
1.	Post Office shall appoint a manager responsible for implementing the HNG-X Exit Plan.	One day.
2.	At the request of Post Office, Fujitsu Services shall appoint a manager who shall be responsible for implementing the HNG-X Exit Plan, to include but not be limited to organising Fujitsu Services' management and control for the processes described below.	Three days.
3.	If Project HNG-X is terminated after commencement of HNG-X Project Workstream X3 (HNG-X Pilot and Acceptance) and before HNG-X Initial Acceptance Fujitsu Services shall deliver to Post Office for its approval a plan for the reinstatement of the Horizon Applications in any pilot Branches. Such plan shall include, but not be limited to a timetable of events, resources, assumptions, dependencies, activities, and responsibilities.	No later than two months after receipt of the views of Post Office in accordance with paragraph 3.3.2 of Schedule E.

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Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of HNG-X Exit Plan or other specified event)
4.	Fujitsu Services shall make available to Post Office on reasonable notice appropriate expert staff who shall provide to Post Office such explanations to Post Office as are reasonably necessary to facilitate Post Office's understanding of the documentation provided by Fujitsu Services in accordance with Clause 27.3.	No later than two months after notice of termination given.
5.	Fujitsu Services shall deliver to Post Office such of the following as were provided to Fujitsu Services by Post Office or generated by Fujitsu Services, in each case for the purposes only of Project HNG-X and excluding all Transaction data: • an inventory of the Post Office Data, plus any other related data available for transfer or deletion; • the definition of all data available for transfer or deletion; • a proposed physical transfer method and method of deletion; and • a proposed method for testing the integrity and completeness of the data transferred and the completeness of the data deleted.	Within one month of notice of termination of Project HNG-X
6.	Fujitsu Services shall deliver to Post Office an up to date version of the Asset Register together with: • a list of all assets eligible for transfer to Post Office pursuant to Clause 48.1 and the relevant terms of such transfer; and	Within one month from notice of termination of Project HNG-X.

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Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of HNG-X Exit Plan or other specified event)
	• a list identifying all other assets, other than human resources, skills and know how, that were produced or procured by or on behalf of Fujitsu Services for Project HNG-X that are ineligible for transfer. The purpose of each component shall be included in the list.	
7.	Post Office to deliver notification to Fujitsu Services of specific data it wishes to be transferred, and Post Office and Fujitsu Services to enter into good faith discussions to develop a data transfer plan.	Within one month from date of delivery of the items set out in row 5.
8.	Post Office to deliver notification to Fujitsu Services of specific assets it wishes to be transferred to Post Office pursuant to Clause 48.1, and Post Office and Fujitsu Services to enter into good faith discussions to develop a plan for asset transfer. Such plan shall cover both passing of title to assets and any physical transfer required.	As soon as reasonably practicable from date of delivery of the list of all assets eligible for transfer to Post Office referred to in row 6.
9.	Fujitsu Services and Post Office shall co-operate in commencing testing and proving the data transfer and deletion plan, such that transfer may be concluded in accordance with the agreed plan. Once the transfer of Post Office Data to Post Office in accordance with this requirement is complete, all remaining Post Office Data to which this requirement applies held by Fujitsu Services shall be destroyed. For the purpose of this requirement, "destroyed" means physical destruction of the media upon which such data are held or irretrievable deletion of data from such media (including, without limitation, by reformatting those media).	As soon as reasonably practicable after agreement of the data transfer plan referred to in row 8.

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Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of HNG-X Exit Plan or other specified event)
10.	Fujitsu Services shall transfer data in the format (electronic or otherwise) in which it exists at the time it becomes eligible for transfer.	On satisfactory completion of the relevant testing mentioned in row 9.
11	Fujitsu Services shall destroy or return to Post Office (as directed by Post Office): • all manuals and all other materials supplied by Post Office to Fujitsu Services (relating to Project HNG-X only) and subsequently updated in enabling them to service Post Office's requirements; and • all tapes and disks and other equipment and related software supplied to Fujitsu Services by Post Office during the development of Project HNG-X for the purposes of Project HNG-X only.	Following a reasonable interval following termination of Project HNG-X. Such interval to be agreed by the Parties during Phase One.
12	Fujitsu Services shall transfer to Post Office its configuration management information, to the extent it relates to Project HNG-X, in a format to be agreed between the Parties.	At least one month prior to termination of Project HNG-X.

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SCHEDULE F

Key Objectives of the Towers Model, Fujitsu Services Collaboration Requirements and Responsibilities

Version History

Version No.	Date	Comments
1.0	13/01/14	Agreed version as at date of signature of CCN 1400
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Moving all Schedules to V14.0

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SCHEDULE F

Key Objectives of the Towers Model, Fujitsu Services Collaboration Requirements and Responsibilities

In the event of any conflict between this Schedule F and the Agreement, the provisions of the Agreement (including any Service Descriptions) shall prevail.

1. KEY OBJECTIVES OF THE TOWERS MODEL

Fujitsu Services acknowledges that the key objectives of Post Office's Towers Model are set out at paragraphs 1.1 to 1.9 below and that it shall facilitate and not negatively impede those key objectives where relevant. For the avoidance of doubt, Fujitsu Services is not, for the purposes of this Agreement a Tower Contractor.

1.1 Each Tower Contractor understands the need to form and conduct collaborative partnerships with any and all other Tower Contractors in accordance with Good Industry Practice.

1.2 The relationships between all Tower Contractors support and deliver effective, efficient, fit for purpose, stable and operable services to Post Office to the agreed levels and quality of service for those services.

1.3 The governance frameworks and delivery organisations applicable to all services delivered to Post Office are proactive and supportive, taking a collaborative approach to knowledge and skills sharing, benefiting Post Office and the Tower Contractors.

1.4 Each Tower Contractor delivers services using an integrated (through strong interfaces), innovative and strategic approach in accordance with Good Industry Practice. Such approach carried out by each Tower Contractor shall include (but not be limited to) the use of appropriate and cost effective tools, properly skilled and experienced staff, and continuous improvement strategies.

1.5 Each Tower Contractor is focussed on maintaining, delivering and improving user support, user experience, and customer satisfaction in relation to any and all services. Each Tower Contractor acknowledges that the maintenance, delivery and improvement of such factors or items are critical to the effectiveness of any and all services provided to Post Office.

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1.6 Each Tower Contractor, and relevant functions of Post Office, works collaboratively together in relation to the provision of the services, and receipt of those services by Post Office.

1.7 Each Tower Contractor shall work with Post Office (and other Tower Contractors, as appropriate) to enable and further improve proper and robust assurance regimes in relation to the delivery of services by Tower Contractors in accordance with agreed service requirements and service levels for those services.

1.8 Where a Tower Contractor's activities in relation to the provision of any services have a significant bearing on the activities of any other Tower Contractors or any potential providers of services, that Tower Contractor shall act in good faith and in the best interests of Post Office, and shall act in an unbiased manner in relation to any other such Tower Contractors or any potential providers of services.

1.9 Each Tower Contractor shall conduct its activities in relation to any services it provides in order to support Post Office to achieve benefits including, but not limited to, the following:

(a) A sustainable run rate reduction in costs throughout the lifetime of each applicable contract between that Tower Contractor and Post Office;

(b) Enablement of Post Office to deliver on and support Post Office's strategic plan (whether relating to Post Office's ICT or business strategies);

(c) Enhancement of the capability of Post Office IT&C;

(d) Creation of a post-transformation Post Office IT&C organisation that is business focused, responsive and flexible;

(e) Enhancement of the quality of services provided by Post Office IT&C to its customers or users;

(f) Provision of a catalyst to transform and consolidate the supply chain from which any and all services are delivered to Post Office (including the use of new technologies, standardisation of techniques and methods, e.g. smart shoring); and

(g) The achievement of improvements to services, and the delivery of increased value for money for Post Office.

2. FUJITSU SERVICES COLLABORATION REQUIREMENTS

Fujitsu Services shall:

2.1 Work with Post Office and other Tower Contractors to adopt governance processes and meeting structures to support the delivery and management of the services of the other Tower Contractors where these interface with the Services including all interfaces to the governance structures and processes.

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2.2 In relation to any governance meetings required or introduced in accordance with this Agreement, ensure that Post Office and other Tower Contractors (where such are participants) have access to the artefacts used in support of such governance meetings.

2.3 Assist Post Office at stakeholder meetings and strategy forums as directed by Post Office and (including representation or participation at meetings with the National Federation of Sub-postmasters).

2.4 Establish and maintain positive, collaborative and effective working relationships with:

a) Post Office's relevant internal functions; and

b) all other suppliers of IT services to Post Office, including the Tower Contractors,

as reasonably necessary to perform its obligations under this Agreement and to demonstrably deliver measurable benefits to Post Office.

2.5 Contribute to a balanced scorecard measurement method to prove positive, collaborative and effective working relationships.

2.6 Proactively support and contribute to the innovative and continuous improvement of practices, models and methods for undertaking service management in relation to the Services.

2.7 When reasonably directed by Post Office be engaged and support other Tower Contractors in the design, delivery, transition, operation and improvement of services provided by Tower Contractors to Post Office and changes to the Services to facilitate the Towers Model. In the event that this incurs demonstrable additional cost over and above the current baseline to fulfil this requirement, Fujitsu Services may raise a change under the Change Control Procedure.

2.8 As reasonably requested by Post Office, develop and deliver proposals to Post Office including in relation to: (a) enhancements to existing Services; or (b) new services. Fujitsu Services shall lead and manage any such requested proposals in accordance with any timescales or service levels agreed with Post Office. In the event that this incurs demonstrable additional cost over and above the current baseline to fulfil this requirement, Fujitsu Services may raise a change under the Change Control Procedure.

2.9 In accordance with the CCD entitled "Management Information Service: Service Description" (SVM/SDM/SD/0016), as requested by Post Office, deliver assurance reports and data relating to the provision of the Services to Post Office.

2.10 Comply with its obligations agreed with Post Office and/or Post Office Service Integrator with respect to the implementation and maintenance of any service remediation plans, with the aim of promptly resolving or mitigating any service or service level failures (or related risks or issues). Fujitsu Services must obtain the approval of Post Office before implementing any material new initiatives or changes.

2.11 Provide reasonable support to Post Office in developing, maintaining, working to or complying (where reasonable) with any agreements or arrangements that Post Office has or

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may enter into with any third parties (including clients) in relation to the Services, including any service level agreements, memorandum of understandings or similar agreements and arrangements. In the event that Post Office request such support, it shall be agreed by the Parties via the Change Control Procedure.

2.12 Support Post Office in the management and enforcement of processes and procedures by:

(a) complying with any agreed processes and procedures; and

(b) ensuring that such agreed processes and procedures are set out in OLAs between Fujitsu Services and any applicable Tower Contractors (if applicable and as agreed as appropriate following consultation with Post Office).

2.13 Without prejudice to Schedule A2, paragraph 9.7, as directed by Post Office enter into, comply with and update (to ensure ongoing relevance and accuracy) from time to time individual OLAs with each Tower Contractor where and to the extent that the services under the Tower Contractor's agreement interface with the Services.

2.14 Use reasonable endeavours to ensure that all Operating Level Agreements or other agreements entered into between Fujitsu Services and other Tower Contractors shall include:

(a) a description of:

i) the parties;

ii) the purpose, scope, services to be provided;

iii) the required access permissions, tools/equipment, personnel, contacts and escalation levels; and

iv) review periods and dates;

(b) the manner in which the parties will work together to provide compliance with:

i) standards, regulations and security policies applicable to the delivery of the Services; and

ii) the agreed requirements and service levels applicable to the Services;

(c) provisions that require in the Tower Model environment, that Tower Contractors participate in, effective operation of processes and techniques necessary for IT services/Services (including Service/IT service components) to be managed and provided to Post Office in a seamless manner and across the Tower Model. Such processes and techniques shall include:

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i) inter-Tower Contractor relationship management processes including escalation routes;

ii) service management processes;

iii) inter-Tower Contractor business continuity and disaster recovery support and crisis management;

iv) tools access and sharing processes including integration, data interchange, the sharing of Tools and the provision of access to tools owned and deployed by one party or a Tower Contractor;

v) knowledge sharing processes;

vi) reporting processes;

vii) processes associated with the creation and management of enterprise architecture and technology roadmaps;

viii) service validation and testing processes; and

ix) project management and delivery processes;

(d) the responsibilities of each party to that OLA or other agreement (including in relation to timing), and any dependencies on other Tower Contractors, Post Office or third parties, that may impact or limit those responsibilities;

(e) the procedures to be followed (including escalation or governance procedures) in the event of a failure or likely failure of one or more parties in meeting the obligations and/or requirements contained in this Agreement, the relevant OLA, Tower Contractor's agreement with Post Office, or other relevant agreements. This includes (without limitation) ensuring that all interdependencies, including the Fujitsu Dependencies, Tower Contractor Responsibilities and Post Office Obligations, Tower Contractors' responsibilities, performance or non-performance of obligations, delays, and matters that may adversely affect the delivery of IT services or the Services to Post Office are properly managed by Fujitsu Services and other Tower Contractors as necessary; and

(f) a dispute resolution procedure whereby the parties must attempt to resolve any dispute between each applicable Tower Contractor.

2.15 Ensure Post Office and the Post Office Service Integrator has reasonable access to the appropriate Fujitsu Services personnel to continuously develop know-how in support of all services to be delivered under the Towers Model.

To the extent to which any of the above obligations give rise to a demonstrable increase in costs or risk to Fujitsu Services over and above the cost of performance of the Services immediately prior to the creation of the Tower Model environment and/or the introduction of a new Tower Contractor, Fujitsu Services shall be entitled to recover such additional demonstrable costs (and any charges for any additional risk assumed by Fujitsu Services) from Post Office, such

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demonstrable costs to be agreed by the Change Control Procedure it being acknowledged that both Parties shall use reasonable endeavours to mitigate such additional demonstrable costs or risk.

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SCHEDULE G

FUJITSU SUPPORT APPLICATIONS AND SPECIFIED THIRD PARTY SOFTWARE

Version History

Version No.	Date	Comments
11.0	31/03/16	Schedule added- agreed version as at date of signature of CCN 1600.
12.0	03/07/2017	Amended as per CCN1609d and moving all schedules to V12.0
13.0		Moving all Schedules to V13.0
14.0	20/12/2021	Updating as per CCN1656a, CCN1648b and moving all Schedules to V14.0

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Annex A

Fujitsu Support Applications

SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
APT	Corporate version control for source code. Development, SSC	Fujitsu Development Methodology
Dispatch 1 (D1)	Help Desk used to cordinate engineer visits to branches and spares that will be required to complete the repair. Used by HSD	Fujitsu Engineering Tool
Information Direct Code	Produces reports from TfS. Includes feed to XCC. Used by SSC, HSD	Fujitsu Tool for Reporting and managing Incidents
Notify Pro	Send IM, SMS or Email alerts. Used by HSD	Fujitsu Mailing tool
Tfs Extract Downloader 1.9	Retrieve information from TfS helpdesk. Used by HSD	Fujitsu Tool for Incident and Problem Management
TfS Now ITSM Toolset	Incident/Problem helpdesk used by 2nd and 3rd line teams. Operational Change Management Tooling	Fujitsu Tool for Incident and Problem Management and for Operational Change Proposals.
RHL_NCO_AUTOFAIL	Netcool Auto Failover Scripts	Fujitsu Configuration software
WIN_ITM_DWHBASE	IBM Tivoli Monitoring DWH Base	Fujitsu Configuration software
RHEL5_4_32_64_OS_CONFIG	Redhat 5.4 32 and 64 Bit Operating System Configuration	Operating System

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHEL5_8_32_64_OS_CONFIG	Redhat 5.8 32 and 64 Bit Operating System Configuration	Operating System
SOL_ORACLE10_CONFIG	Solaris Oracle 10 Config	Operating System
VDX_SVR_CONFIG	VDX Server Configuration	POA System Configuration
VPX_SVR_CONFIG	VPX Server Configuration	POA System Configuration
DATABASE_VOLUME_RESTORE	Database Volume Restore	POA System Configuration
HORIZON_VM_BTC1MBOACF01_CONFIG	Horizon Virtual machine BTC1MBOACF01 (Windows 2000) Config	POA System Configuration
HORIZON_VM_BTC1MBOACS01	Horizon Virtual Machine Image BTCMBOACS01	POA System Configuration
HORIZON_VM_BTC1MWIACF01	Horizon Virtual Machine Image BTCMWIACF01	POA System Configuration
HORIZON_VM_BTC3BSYSINV01_CONFIG	Horizon Virtual Machine BTC3BSYSINV01 Config	POA System Configuration
HORIZON_VM_BTC3MBOACF01_CONFIG	Horizon Virtual Machine BTC3MBOACF01 Config	POA System Configuration
HORIZON_VM_BTC3MBOACS01_CONFIG	Horizon Virtual Machine BTC3MBOACS01 Config	POA System Configuration
HORIZON_VM_BTC3MBOAGE01_CONFIG	Horizon Virtual Machine BTC3MBOAGE01 Config	POA System Configuration
HORIZON_VM_BTC3MBOAGE02_CONFIG	Horizon Virtual Machine BTC3MBOAGE02 Config	POA System Configuration

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
HORIZON_VM_BTC3MBOCOR01_CONFIG	Horizon Virtual Machine BTC3MBOCOR01 Config	POA System Configuration
HORIZON_VM_BTC3MBOCOR02_CONFIG	Horizon Virtual Machine BTC3MBOCOR02 Config	POA System Configuration
HORIZON_VM_BTC3MBODCA01_CONFIG	Horizon Virtual Machine BTC3MBODCA01 Config	POA System Configuration
HORIZON_VM_BTC3MBONRA01_CONFIG	Horizon Virtual Machine BTC3MBONRA01 Config	POA System Configuration
HORIZON_VM_BTC3MBOOCM01_CONFIG	Horizon Virtual Machine BTC3MBOOCM01 Config	POA System Configuration
HORIZON_VM_BTC3MBOSAS01_CONFIG	Horizon Virtual Machine BTC3MBOSAS01 Config	POA System Configuration
HORIZON_VM_BTC3MBOVEX01_CONFIG	Horizon Virtual Machine BTC3MBOVEX01 Config	POA System Configuration
HORIZON_VM_BTC3MBOVPN01_CONFIG	Horizon Virtual Machine BTC3MBOVPN01 Config	POA System Configuration
HORIZON_VM_BTC3MWIAGE01_CONFIG	Horizon Virtual Machine BTC3MWIAGE01 Config	POA System Configuration
HORIZON_VM_BTC3MWIAGE02_CONFIG	Horizon Virtual Machine BTC3MWIAGE02 Config	POA System Configuration
HORIZON_VM_BTC3MWICOR01_CONFIG	Horizon Virtual Machine BTC3MWICOR01 Config	POA System Configuration
HORIZON_VM_BTC3MWICOR02_CONFIG	Horizon Virtual Machine BTC3MWICOR02 Config	POA System Configuration

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
HORIZON_VM_BTC3PBOBOPSS01_CONFIG	Horizon Virtual Machine BTC3PBOBOPSS01 Config	POA System Configuration
HORIZON_VM_BTC3PBOBVPN01_CONFIG	Horizon Virtual Machine BTC3PBOBVPN01 Config	POA System Configuration
HORIZON_VM_BTC3PBODCSSERV0_CONFIG	Horizon Virtual Machine BTC3PBODCSSERV0 Config	POA System Configuration
HORIZON_VM_BTC3PBOPWYDCS01_CONFIG	Horizon Virtual Machine BTC3PBOPWYDCS01 Config	POA System Configuration
HORIZON_VM_BTC3PBOPWYPUB01_CONFIG	Horizon Virtual Machine BTC3PBOPWYPUB01 Config	POA System Configuration
HORIZON_VM_BTC3PBOPWYSAS01_CONFIG	Horizon Virtual Machine BTC3PBOPWYSAS01 Config	POA System Configuration
HORIZON_VM_BTC3PBRPERFMAN01_CONFIG	Horizon Virtual Machine BTC3PBRPERFMAN01 Config	POA System Configuration
HORIZON_VM_BTC3PWIPWYKMS01_CONFIG	Horizon Virtual Machine BTC3PWIPWYKMS01 Config	POA System Configuration
HORIZON_VM_BTC3PWIWOPSS01_CONFIG	Horizon Virtual Machine BTC3PWIWOPSS01 Config	POA System Configuration
HORIZON_VM_BTC3WBOVDW01_CONFIG	Horizon Virtual Machine BTC3WBOVDW01 Config	POA System Configuration
HORIZON_VM_BTC7_IMAGES_FOR_RVACC_CONFIG	Horizon VM BTC7 Images for RVACC Config	POA System Configuration
HORIZON_VM_REL_IMAGES_FOR_RVMIG_CONFIG	Horizon Vitrual Machine BTC7 Images For RVMig Config	POA System Configuration

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
VSH_SVR_CONFIG	VSH Server Config	POA System Configuration
AGT_AUDIT_REC	Agent Audit Recovery	Fujitsu Configuration software
AGT_COMMON	Agent Common	Fujitsu Configuration software
AGT_CTRL_LINUX	Agent Control Linux	Fujitsu Configuration software
AGT_CTRL_SOLARIS	Agent Control Solaris	Fujitsu Configuration software
AGT_DC_PREP_APP_WIN	Agent DC Prep App - Windows	Fujitsu Configuration software
AGT_DCS_AUTH	DCS Authorisation Agent	Fujitsu Configuration software
AGT_DCS_AUTH_INIT	DCS initial configuration files	Fujitsu Configuration software
AGT_DCS_H_AUTH	Agent Authorisation Service for HMS	Fujitsu Configuration software
AGT_DCS_H_AUTH_INIT	DCS AUTH AGENT HMS initial MID/TID file installation	Fujitsu Configuration software
AGT_DCS_H_MGT	Bulk Agents for HMS	Fujitsu Configuration software
AGT_DCS_MGT	DCS Management Agents	Fujitsu Configuration software
AGT_EFS	Agent EFS	Fujitsu Configuration software
AGT_ETS_AUTH	ETS Authorisation Agent	Fujitsu Configuration software
AGT_ETS_AUTH_INIT	ETS initial configuration files	Fujitsu Configuration software
AGT_ETS_MGT	ETS Management Agents	Fujitsu Configuration software
AGT_NBS_AL_AUTH	A&L Authorisation Agent	Fujitsu Configuration software
AGT_NBS_CAPO_AUTH	CAPO Authorisation Agent	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
AGT_NBS_LINK_AUTH	Link Authorisation Agent	Fujitsu Configuration software
AGT_NBS_LREC_REC	REC & LREC Agents	Fujitsu Configuration software
AGT_NBS_VOLTEST	NBS Authorisation Agent V&I Support	Fujitsu Configuration software
AGT_NRT_AEI	AEI Near Real Time Agent	Fujitsu Configuration software
AGT_ORACLE_CONFIG	Agent Oracle Configuration	Fujitsu Configuration software
AGT_PERFORM	Agent Performance Monitor Libraries	Fujitsu Configuration software
AGT_TRACE_COPY	Agent Copy Trace Utility	Fujitsu Configuration software
AGT_TT_XML_PARSER	XML Parser Open Source Files - Dervied from Apache	Fujitsu Configuration software
AGT_WALLETS	Agent Wallets	Fujitsu Configuration software
APOP_ADMIN_SERVICE_INSTALL_FOR_RDT	APOP Admin Service Install - APOP and TES config for RDT rigs only	Fujitsu Configuration software
APOP_ADMIN_SERVICE_INSTALLATION	APOP Administration Service Application (APOP_ADMIN_SERVICE_INSTALLATION)	Fujitsu Configuration software
APOP_ASM_STORAGE_BUILD	APOP DB run ASM Storage Build	Fujitsu Configuration software
APOP_DATABASE_BUILD	APOP run Database Build	Fujitsu Configuration software
APOP_EMULATOR	APOP Emulator	Fujitsu Configuration software
APOP_HNGX_POSTMIG01_CHANGES	APOP Application HNGX Changes	Fujitsu Configuration software
APOP_MIGRATION	Import APOP database	Fujitsu Configuration software
APOP_SCHEMA_BUILD	APOP run Schema Build	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
APOP_SOFTWARE_INSTALLATION	APOP Application Software Installation	Fujitsu Configuration software
APOP_SOFTWARE_INSTALLATION_POSTMIG01	APOP Application Software Installation	Fujitsu Configuration software
APP_KEY_RETRIEVAL_API	Application Key Retrieval API	Fujitsu Configuration software
APS_HNGX_MIG_CHANGES	APS HNGX Migration Changes	Fujitsu Configuration software
APS_HNGX_POSTMIG03_CHANGES	APS HNGX Postmig03 Changes	Fujitsu Configuration software
APS_HNGX_POSTSPLEX01_CHANGES	APS HNG-X Post Plex01 Changes	Fujitsu Configuration software
APS_MIGRATION	APS Migration	Fujitsu Configuration software
APS_SOFTWARE_INSTALLATION_POSTMIG01	APS Software Installation Post MIG01	Fujitsu Configuration software
APS_SOFTWARE_INSTALLATION_POSTMIG02	APS Software Installation Post MIG02	Fujitsu Configuration software
APS_SOFTWARE_INSTALLATION_POSTMIG03	APS Software Installation Postmig03	Fujitsu Configuration software
APS_SOFTWARE_INSTALLATION_PREMIG	APS Software Installation Premigration	Fujitsu Configuration software
APS_SYSTEMS_MONITORING	APS Systems Monitoring Changes	Fujitsu Configuration software
ARC_ARC_MIGRATION	Audit Server Migration Routines	Fujitsu Configuration software
ARC_DCPREP_RIG_TIDY	Audit Server DC Prep Rig Tidy	Fujitsu Configuration software
AUDIT_EXTRACT_CLT	Audit Extract Client	Fujitsu Configuration software
AUDIT_EXTRACT_SVR	Audit Extraction and Filtering application (Server Element)	Fujitsu Configuration software
AUDIT_QUERIES	Audit ARQ base-queries	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
AUDIT_SERVER_APP	Audit Server Application	Fujitsu Configuration software
AUDIT_SERVER_APP_A	Audit Server files for Weekend-A	Fujitsu Configuration software
AUDIT_SERVER_APP_APLUS	Audit Server files for Weekend-A-PLUS	Fujitsu Configuration software
AUDIT_SERVER_APP_DPLUS	Configuration files for Audit Server post-weekend D	Fujitsu Configuration software
AUDIT_SERVER_APP_MIGONLY	Audit Server files required for migration	Fujitsu Configuration software
AUDIT_SERVER_CONFIG	Audit Server Configuration file	Fujitsu Configuration software
AUDIT_TEST_TOOLS	Audit Test Tools (Test-only)	Fujitsu Configuration software
BAL_COMMONS_LIBS	Apache Commons Libraries	Fujitsu Configuration software
BAL_INTERSTAGE_JVM	JRE required for OSR	Fujitsu Configuration software
BAL_JDBC_LIB	Oracle JDBC Library	Fujitsu Configuration software
BAL_LOG4J_LIB	Log4J Library	Fujitsu Configuration software
BAL_SRV_OSR	OSR Project Code Jars	Fujitsu Configuration software
BAL_SRV_OSR_ROUTING	OSR Project Config files	Fujitsu Configuration software
BAL_VELOCITY_LIB	Velocity Library	Fujitsu Configuration software
BF_CONFIG_UPDATE_SCRIPTS	Bladeframe Config Update Scripts	Fujitsu Configuration software
BLADEFRAME_CONFIG_MIG_ONLY	Migration Only BladeFrame Scripts for DC Prep	Fujitsu Configuration software
BLADEFRAME_DECOMMISSION	BLADEFRAME_DECOMMISSION	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
BMX_MONITORING	BMX Monitoring	Fujitsu Configuration software
BPL_APACHE_TOMCAT	BPL Apache Tomcat Server	Fujitsu Configuration software
BPL_EMDB_BOOT_BSF_SERVLET	BPL RCF Text Interface Servlet	Fujitsu Configuration software
BPL_EST_CLIENT	BPL EST Client	Fujitsu Configuration software
BPL_OOB_TOOLS	Out Of Band Toolset	Fujitsu Configuration software
BPL_SSH_SERVER	BPL BitVise SSH Server	Fujitsu Configuration software
BPL_SSH_SERVER_CONFIG	BPL BitVise SSH Server Configurer	Fujitsu Configuration software
BPL_TOMCAT_SECURE_CONFIG	Tomcat Security Configuration	Fujitsu Configuration software
BRANCH_RTR_FW_5067	Branch Router firmware release v5067	Fujitsu Configuration software
BRANCH_RTR_FW_5079_01_03	Sarian DR6410 Branch Router	Fujitsu Configuration software
BRANCH_RTR_FW_5164	Branch Router firmware release v5164	Fujitsu Configuration software
BRDB_ASM_STORAGE_BUILD	Branch DB run ASM Storage Build	Fujitsu Configuration software
BRDB_DAT_SOFTWARE_INSTALLATION	BRDB DAT Software Installation	Fujitsu Configuration software
BRDB_DATABASE_BUILD	Branch DB run Database Build	Fujitsu Configuration software
BRDB_GO_LIVE	BRDB Go Live	Fujitsu Configuration software
BRDB_HNGX_POSTMIG01_CHANGES	Branch DB Application HNGX Changes	Fujitsu Configuration software
BRDB_HNGX_POSTMIG02_CHANGES	Branch DB Application HNGX Changes	Fujitsu Configuration software
BRDB_HNGX_POSTMIG03_CHANGES	Branch DB Application HNGX Changes	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
BRDB_HNGX_POSTMIG04_CHANGES	Branch DB Application HNGX Changes	Fujitsu Configuration software
BRDB_HNGX_POSTMIG05_CHANGES	Branch DB Application HNGX Changes	Fujitsu Configuration software
BRDB_HNGX_POSTMIG06_CHANGES	Branch DB PostMig06 HNGX Changes	Fujitsu Configuration software
BRDB_HNGX_POSTMIG07_CHANGES	Branch DB PostMig07 HNGX Changes	Fujitsu Configuration software
BRDB_HNGX_POSTMIG08_CHANGES	BDB POSTMIG08 HNGX Changes	Fujitsu Configuration software
BRDB_MANUAL_UPDATES	Manual Updates to Branch database	Fujitsu Configuration software
BRDB_NFS_SHARE	Branch DB NFS Share generation	Fujitsu Configuration software
BRDB_OBJECT_CHECKS	BRDB Object Checks	Fujitsu Configuration software
BRDB_SCHEMA_BUILD	Branch DB run Schema Build	Fujitsu Configuration software
BRDB_SET_INSTANCE_FLAGS_MIGONLY	Set operation instance flags after migration	Fujitsu Configuration software
BRDB_SOFTWARE_INSTALLATION	Branch DB Application Software Installation	Fujitsu Configuration software
BRDB_SOFTWARE_INSTALLATION_POSTMIG01	Branch DB Application Software Installation	Fujitsu Configuration software
BRDB_SOFTWARE_INSTALLATION_POSTMIG02	Branch Database Software Install for INT8	Fujitsu Configuration software
BRDB_SOFTWARE_INSTALLATION_POSTMIG03	Branch DB Application Software Installation	Fujitsu Configuration software
BRDB_SOFTWARE_INSTALLATION_POSTMIG04	Branch DB Application Software Installation	Fujitsu Configuration software
BRDB_SOFTWARE_INSTALLATION_POSTMIG05	Branch DB Application Software Installation	Fujitsu Configuration software
BRDB_SOFTWARE_INSTALLATION_POSTMIG06	Branch DB PostMig06 Software Installation	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
BRDB_SOFTWARE_INSTALLATION_POSTMIG07	Branch DB PostMig07 Software Installation	Fujitsu Configuration software
BRDB_SOFTWARE_INSTALLATION_POSTMIG08	BDB POSTMIG08 Software Installation	Fujitsu Configuration software
BRDB_STBY_INITIALISE_PRIMARY	Branch Standby DB Initialise Primary Stby. DB Config	Fujitsu Configuration software
BRDB_STBY_SOFTWARE_INSTALLATION	Branch Standby DB Application Software Installation	Fujitsu Configuration software
BRDB_STREAMS_ACTIVATION	Branch DB Streams Activation	Fujitsu Configuration software
BRDB_STREAMS_CONFIGURATION	Branch DB Streams Activation	Fujitsu Configuration software
BRDB_STREAMS_REFRESH	BRDB Streams Refresh	Fujitsu Configuration software
BRDB_VI_TEST_DATA	Utility to load V&I test data	Fujitsu Configuration software
BRSS_ASM_STORAGE_BUILD	Branch Support DB ASM Storage Build	Fujitsu Configuration software
BRSS_DATABASE_BUILD	Branch Support DB Database Build	Fujitsu Configuration software
BRSS_GO_LIVE	BRSS Go Live	Fujitsu Configuration software
BRSS_MANUAL_UPDATES	Manual Updates to Branch Support database	Fujitsu Configuration software
BRSS_SCHEMA_BUILD	Branch Support DB Schema Build	Fujitsu Configuration software
BRSS_SOFTWARE_INSTALLATION	Branch Support DB Application Software Installation	Fujitsu Configuration software
BRSS_STREAMS_CONFIGURATION	Branch Support Streams Configuration	Fujitsu Configuration software
BRSS_STREAMS_REFRESH	BRSS Streams Refresh	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
BSEC_PK_CLIENT_KSN_CONFIG	BSEC PK Client	Fujitsu Configuration software
BSEC_PK_CLIENT_SSN_CONFIG	BSEC PK Client SSN Config	Fujitsu Configuration software
BSEC_PK_CLIENT_WIN_CONFIG	Windows iKey Client	Fujitsu Configuration software
BSEC_PK_SAFENET_64_UNINSTALLER	Remove Ikey Driver from the 64bit Platforms	Fujitsu Configuration software
BSEC_PK_SAFENET_UNINSTALLER	BSEC_PK_SAFENET_UNINSTALLER	Fujitsu Configuration software
CACTI_CONFIG	CACTI Configuration	Fujitsu Configuration software
CBLADE_ACQUIRE_V1	cBlade Acquire v1	Fujitsu Configuration software
CBLADE_NTP_CLIENT_CONFIG	CBLADE NTP client configuration	Fujitsu Configuration software
CERT_AUTH_CFG_TEST	Certificate Authority Configuration -Test Only	Fujitsu Configuration software
CISCO_SECURITY_MANAGER_CLIENT_CLEANUP	Cisco Security Manager Client Cleanup	Fujitsu Configuration software
CON_DIR_SIM_CONF	Connect Direct Simulator Windows Server Config	Fujitsu Configuration software
CON_DIR_SIM_MAN	Connect:Direct Simulator Manual Configuration Instructions	Fujitsu Configuration software
CRY_KEYS_KMNGWKSTN_TEST	Crypto Keys KMNG Workstation (Test Only)	Fujitsu Configuration software
CRY_KEYS_ROOTCA_PUB_LIVE_LNX	Crypto Keys - LIVE RootCA public certificate for Linux	Fujitsu Configuration software
CRY_KEYS_ROOTCA_PUB_LIVE_SOL	Crypto Keys - LIVE RootCA public certificate for Solaris	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
CRY_KEYS_ROOTCA_PUB_LIVE_WIN	Crypto Keys - LIVE RootCA public certificate for Windows	Fujitsu Configuration software
CRY_KEYS_ROOTCA_PUB_TEST	Crypto keys Root CA Public Test Only	Fujitsu Configuration software
CRY_KEYS_ROOTCA_PUB_TEST_LNX	Crypto Keys Root CA Public for Linux (Test Only)	Fujitsu Configuration software
CRY_KEYS_ROOTCA_PUB_TEST_SOL	Crypto Keys Root CA Public for Solaris (Test Only)	Fujitsu Configuration software
CRY_KEYS_SUBCA_PUB_LIVE_LNX	Crypto Keys - LIVE SubCA public certificate for Linux	Fujitsu Configuration software
CRY_KEYS_SUBCA_PUB_LIVE_SOL	Crypto Keys - LIVE SubCA public certificate for Solaris	Fujitsu Configuration software
CRY_KEYS_SUBCA_PUB_LIVE_WIN	Crypto Keys - LIVE SubCA public certificate for Windows	Fujitsu Configuration software
CRY_KEYS_SUBCA_PUB_TEST_LNX	Crypto keys Sub CA Public Test Only (Linux)	Fujitsu Configuration software
CRY_KEYS_SUBCA_PUB_TEST_WIN	Crypto keys Sub CA Public Test Only	Fujitsu Configuration software
CRYPTO_API_MT	Crypto API with Multithreading	Fujitsu Configuration software
CRYPTO_API_NBX	Crypto API for NBX	Fujitsu Configuration software
CRYPTO_API_NBX_TEST	Crypto API for NBX - Test Systems Only	Fujitsu Configuration software
CRYPTO_API_UTIL	Crypto API Utilities	Fujitsu Configuration software
CRYPTO_COMMON	Crypto Common	Fujitsu Configuration software
CRYPTO_EXTERNAL_LIBS_LNX	Crypto External Libs for Linux	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
CRYPTO_EXTERNAL_LIBS_WIN	Crypto External Libs for Windows	Fujitsu Configuration software
CRYPTO_KEY_SERVICE	Crypto Keystore Service	Fujitsu Configuration software
CRYPTO_KEYS_CAPU_LIVE	Crypto Keys CAPU Live	Fujitsu Configuration software
CRYPTO_KEYS_CAPU_LST	Crypto Keys CAPU for Live System Test	Fujitsu Configuration software
CRYPTO_KEYS_CAPU_TEST	Crypto Keys CAPU Test	Fujitsu Configuration software
CRYPTO_KEYS_NBS_TEST	Crypto Keys for Stubbed NB Server (Test Only)	Fujitsu Configuration software
CRYPTO_KEYSTO_SRVC	Hydra Crypto Keystore Service	Fujitsu Configuration software
CYGWIN_CLEANUP	CygwinCleanup	Fujitsu Configuration software
CYGWIN_CONFIG	CYGWIN Config	Fujitsu Configuration software
CYGWIN_PERMISSIONS	CygwinPermissions	Fujitsu Configuration software
CYGWIN_USERADMIN	User Administrator Scripts for CYGWIN tool	Fujitsu Configuration software
DEA_MA_JAVA_CLIENT	Merchant Acquirer Report Delivery From EST	Fujitsu Configuration software
DRS_HNGX_MIG_CHANGES	DRS HNGX Migration Changes	Fujitsu Configuration software
DRS_HNGX_POSTMIG01_CHANGES	DRS HNGX POSTMIG01 CHANGES	Fujitsu Configuration software
DRS_HNGX_POSTSPLEX01_CHANGES	DRS HNG-X Post Plex01 Changes	Fujitsu Configuration software
DRS_MIGRATION	DRS Migration Implementation	Fujitsu Configuration software
DRS_SOFTWARE_INSTALLATION_POSTMIG01	DRS Software Installation Post MIG01	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
DRS_SOFTWARE_INSTALLATION_PREMIG	DRS Software Installation Premigration	Fujitsu Configuration software
DRS_SYSTEMS_MONITORING	DRS Systems Monitoring Changes	Fujitsu Configuration software
DRS_WORKSTATION_INSTALLATION	DRS Workstation Software Installation	Fujitsu Configuration software
DVLA_EMULATOR	DVLA Emulator	Fujitsu Configuration software
DWH_GO_LIVE	DWH Go Live	Fujitsu Configuration software
DWH_HNGX_MIG_CHANGES	DWH HNGX Migration Changes	Fujitsu Configuration software
DWH_HNGX_POSTMIG01_CHANGES	DWH HNGX Post MIG01 Changes	Fujitsu Configuration software
DWH_HNGX_POSTMIG03_CHANGES	DWH HNGX Postmig03 Changes	Fujitsu Configuration software
DWH_HNGX_POSTMIG04_CHANGES	DWH HNGX Post MIG04 Changes	Fujitsu Configuration software
DWH_HNGX_POSTMIG06_CHANGES	DWH HNGX POSTMIG06_CHANGES	Fujitsu Configuration software
DWH_MIGRATION	DWH Migration Implementation	Fujitsu Configuration software
DWH_REPOSITORY_MIGRATION	DWH Repository Migration	Fujitsu Configuration software
DWH_SOFTWARE_INSTALLATION_POSTMIG01	DWH Software Installation Post MIG01	Fujitsu Configuration software
DWH_SOFTWARE_INSTALLATION_POSTMIG02	DWH Software Installation Post MIG02	Fujitsu Configuration software
DWH_SOFTWARE_INSTALLATION_POSTMIG03	DWH Software Installation Postmig03	Fujitsu Configuration software
DWH_SOFTWARE_INSTALLATION_POSTMIG04	DWH Software Installation Post MIG04	Fujitsu Configuration software
DWH_SOFTWARE_INSTALLATION_POSTMIG05	Dwh Software Installation Postmig05	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
DWH_SOFTWARE_INSTALLATION_POSTMIG06	DWH SOFTWARE INSTALLATION POSTMIG06 INT12	Fujitsu Configuration software
DWH_SOFTWARE_INSTALLATION_PREMIG	DWH Software Installation Premigration	Fujitsu Configuration software
DWH_SOFTWARE_TEST_ONLY	DWH Database Application Test Software Installation	Fujitsu Configuration software
DXC_BACKUP_SCHEDULES	DXC Backup Schedules	Fujitsu Configuration software
DXC_BASE	DXC Base Software	Fujitsu Configuration software
DXC_CLIENT_BUILD	Utilities for building signing and delivering DXC Corporate Clients	Fujitsu Configuration software
DXC_CLIENT_LINUX	DXC Linux Client	Fujitsu Configuration software
DXC_CLIENT_SOLARIS	DXC Solaris Client	Fujitsu Configuration software
DXC_CLIENT_WIN32	DXC Windows 32 bit Client Software	Fujitsu Configuration software
DXC_CLIENT_WIN32_CORP	Corporate Windows Client software	Fujitsu Configuration software
DXC_CLIENT_WIN32_SSN	SSN Windows Corporate Client for DXC	Fujitsu Configuration software
DXC_CRYPTO_SERVER	Server Certificate Management on DXC	Fujitsu Configuration software
DXC_DB_BUILD	Database Build package for DXC	Fujitsu Configuration software
DXC_DB_CONF	Database configure package for DXC	Fujitsu Configuration software
DXC_HTTPD	Web Server package for DXC	Fujitsu Configuration software
DXC_HTTPD_CONF	Apache Configuration package for DXC	Fujitsu Configuration software
DXC_JSCAPE	JScape Secure FTP package for DXC	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
DXC_JSCAPE_CONF	JScape SFTP Configuration package for DXC	Fujitsu Configuration software
DXC_JVM	Java VM package for DXC	Fujitsu Configuration software
DXC_LUA_LIB	Lua Libraries package for DXC	Fujitsu Configuration software
DXC_MOD_PROXY_HTML	Apache Proxy package for DXC	Fujitsu Configuration software
DXC_MODSECURITY2	Apache Firewall package for DXC	Fujitsu Configuration software
DXC_MTA_LINK	Builds linked tables to share between DXC and SQL Server	Fujitsu Configuration software
DXC_OPENSSL	OpenSSL package for DXC	Fujitsu Configuration software
DXC_PCRE	Perl Compat RegEx package for DXC	Fujitsu Configuration software
DXC_POSTGRES	PostgresSQL package for DXC	Fujitsu Configuration software
DXC_PREBUILD	Initial pre-install package for DXC	Fujitsu Configuration software
DXC_SAVDI	Sophos AV Customisation	Fujitsu Configuration software
DXC_SERVER_USERS	DXC Server Users	Fujitsu Configuration software
DXC_SOP_AV_LINUX	Sophos AV package for DXC	Fujitsu Configuration software
DXC_SSN_CLIENT_INSTALL	DXC Server Management Utilities	Fujitsu Configuration software
DXC_TRANSFER_MANAGEMENT_CLIENT	Management Client for DXC transfer Plan Maintenance	Fujitsu Configuration software
EF_AUTH_SIM	DCS APACS30 Authorisation Simulator	Fujitsu Configuration software
EF_PF_APACS_SIM	APACS Payment File to EMIS Simulator	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
EF_PF_SIM	DCS Payment File to EMIS Simulator	Fujitsu Configuration software
EMDB_CACHE_AP_NRS	EMDB_CACHE on the NRS platform	Fujitsu Configuration software
EMDB_CACHE_AP_REMOVE	EMDB_CACHE_AP Removal package	Fujitsu Configuration software
EPM_RTRBOOT_AP	EPM Branch Router Scripts for TPM	Fujitsu Configuration software
ESET_SCANNER_SOCKET_DAEMON	Anti-virus scanner socket daemon using ESET written in C	Fujitsu Configuration software
EST_APACHE_TOMCAT	EST Apache Tomcat Server	Fujitsu Configuration software
EST_EMDB_BOOT_RCF_SERVLET	EMDB RCF Text Interface Servlet	Fujitsu Configuration software
EST_EMDB_ENDPOINT_WS	EMDB Endpoint Web Service Interface	Fujitsu Configuration software
EST_EMDB_XSL	AutoConfig XSLT releases for EMDB	Fujitsu Configuration software
EST_JAVA_CLIENT_BPL	Java Client for EMDB access from the HNGX Boot Platform	Fujitsu Configuration software
EST_JAVA_CLIENT_CAC	EST Java Client for the Cacti Platform	Fujitsu Configuration software
EST_JAVA_CLIENT_DNP	Generic Emdb Client	Fujitsu Configuration software
EST_JAVA_CLIENT_DNS	Generic Emdb Client	Fujitsu Configuration software
EST_JAVA_CLIENT_EPM	Generic Emdb Client	Fujitsu Configuration software
EST_JAVA_CLIENT_NMN	Generic Emdb Client	Fujitsu Configuration software
EST_JAVA_CLIENT_XSL	EST Java Client XSL Upload	Fujitsu Configuration software
EST_MA_JAVA_SERVICE	Estate Management Merchant Acquirer Java Service	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
EST_MA_SCRIPTS	Estate Management Merchant Acquirer TWS Scripts	Fujitsu Configuration software
EST_MA_SQL_CONFIG	Estate Management Merchant Acquirer Database	Fujitsu Configuration software
EST_MS_CAPICOM	Microsoft Capicom	Fujitsu Configuration software
EST_MTAS_DB_BUILD_PRE_WKB	EST_MTAS_DB_BUILD_PRE_WKB	Fujitsu Configuration software
EST_MTAS_DB_RESTORE_WKC	EST_MTAS_DB_RESTORE_WKC	Fujitsu Configuration software
EST_PROV_EM_STAGE1	Provision EMDB Stage1	Fujitsu Configuration software
EST_PROV_EM_STAGE2	Provision EMDB Stage2	Fujitsu Configuration software
EST_PROV_EM_STAGE3	Provision EMDB Stage3	Fujitsu Configuration software
EST_RCF_GENERAL_RELEASE	EST RCF General Release	Fujitsu Configuration software
EST_RCF_PILOT	EST RCF template pilot branch setup	Fujitsu Configuration software
EST_RCF_SQL_UPDATE	Supply EMDB XSLT for Router Configuration	Fujitsu Configuration software
EST_SQL_SERVER_CONFIG	SQL Server Config	Fujitsu Configuration software
EST_SQL_SERVER_SCRIPTS	SQL Server Scripting	Fujitsu Configuration software
EST_TOMCAT_SECURE_CONFIG	Tomcat Security Configuration	Fujitsu Configuration software
ETU_FTP_APP	Electronic Top-Up FTP Application	Fujitsu Configuration software
ETU_FTP_APP_MIG_TEST	PLP work instruction to demonstrate e-pay FTP connectivity	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
ETU_SIMULATOR	Electronic Top-up Simulator	Fujitsu Configuration software
FTMS_CORE_APP	FTMS Core Application	Fujitsu Configuration software
FTMS_D1_FTP_CONF	SRG FTP Configuration	Fujitsu Configuration software
FTMS_D1_REM_CONF	FTMS Configuration for D1 Feed	Fujitsu Configuration software
FTMS_D1_REM_MIG_CONF	Weekend B FTMS Service Start-up / Configuration	Fujitsu Configuration software
FTMS_D1_REM_MIG_PREP	Data-Centre Preparation Configuration	Fujitsu Configuration software
FTMS_FTP_CONFIG	FTMS FTP Configuration	Fujitsu Configuration software
FTMS_IISFTP_CONFIG	FTMS IISFTP Configuration	Fujitsu Configuration software
FTMS_PULL_APP	FTMS Pull Application	Fujitsu Configuration software
FTMS_PUSH_APP	FTMS Push Application	Fujitsu Configuration software
FTMS_TIP_LOC_CONF	FTMS TIP Local Configuration	Fujitsu Configuration software
FTMS_TIP_LOC_MIG_CONF	Weekend B FTMS Service Start-up / Configuration	Fujitsu Configuration software
FTMS_TIP_LOC_MIG_PREP	Data-Centre Preparation Configuration	Fujitsu Configuration software
FTMS_TIP_LOC_MIG_TEST	Data-Centre Preparation Configuration	Fujitsu Configuration software
FTMS_TIP_REM_CONF	FTMS TIP Remote Configuration	Fujitsu Configuration software
FTMS_TIP_REM_MIG_PREP	Data-Centre Preparation Configuration	Fujitsu Configuration software
FTS_APP	FTS Application	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
FTS_APP_MIG_CONF	Weekend B FTMS Service Start-up / Configuration	Fujitsu Configuration software
FTS_APP_MIG_PREP	Data-Centre Preparation Configuration	Fujitsu Configuration software
FTS_APP_MIG_TEST	Data-Centre Preparation Configuration	Fujitsu Configuration software
FTS_INSTALLATION_MANAGER_CONFIG	FTS Installation Manager Configuration	Fujitsu Configuration software
HNG_BACKUP_CFG	HNG-x Backup Config	Fujitsu Configuration software
HORIZON_VM_BTC7_IMAGES_FOR_RVACC_CONFIG	Horizon VM BTC7 Images for RVACC Config	Fujitsu Configuration software
HSM_ACCESS_SVC	HSM Access Service	Fujitsu Configuration software
HSM_SYSTEM_SOFTWARE_CONFIG_DELIVERY	HSM System Software Configuration	Fujitsu Configuration software
IKEY_WEB_CONFIG	Configuration files for IKey web enrolment	Fujitsu Configuration software
IKEY_WEB_CONFIG_TEST	Configuration files for IKey web enrolment on test systems	Fujitsu Configuration software
INTEGRATION_POST_BUILD_REBOOT	Manual Post Build Reboot instruction	Fujitsu Configuration software
INTERSTAGE_SRV_DEP_RPMS	Interstage Server Dependant RPMS	Fujitsu Configuration software
INTRUSION_PREVENTION	Intrusion Prevention	Fujitsu Configuration software
JAVA6_CLEANUP	Remove Sun Java 6	Fujitsu Configuration software
JAVA6_JDK_INSTALL	Apply Sun Java 6 development kit	Fujitsu Configuration software
KEY_SERVICE	Key Service	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
KM_CLIENT_KH_CON	KM Client key Handler Confidential	Fujitsu Configuration software
KM_CLIENT_KH_PUB	KM Client key Handler Public	Fujitsu Configuration software
KM_CLIENT_MT	KM Client with Multithreading	Fujitsu Configuration software
KM_COM_FUNCTIONS	KM Common Functions	Fujitsu Configuration software
KM_DIST_RM_DISP	KM Dist Receiver Mon Dispatcher	Fujitsu Configuration software
KMNG_SVR_WALLETS	KMNG Server Oracle Wallets	Fujitsu Configuration software
KMNG_WKSTN_SW	KMNG Workstation Software	Fujitsu Configuration software
KMNG_WKSTN_WALLETS	KMNG Workstation Oracle Wallets	Fujitsu Configuration software
KS_CLIENT	Key Service Client for Windows	Fujitsu Configuration software
KS_CLIENT_JAVA	Key Service Client for Java	Fujitsu Configuration software
KS_CLIENT_JAVA_GWS_TEST_STUB	KS Client Java GWS Test Stub	Fujitsu Configuration software
KS_CLIENT_JAVA_PROVIDER	KS Client Java Provider	Fujitsu Configuration software
KS_CLIENT_JAVA_SOL	Java Key Service Client for Solaris	Fujitsu Configuration software
KS_CLIENT_JAVA_TEST_STUB	Java Key Service Client Stub (Test only)	Fujitsu Configuration software
KS_CLIENT_JAVA_WIN	Java Key Service Client for Windows	Fujitsu Configuration software
KS_CLIENT_REMOTE	Key Service Remote Client	Fujitsu Configuration software
LAYER7_LKS	Layer 7 with Large Key Store	Fujitsu Configuration software
LFS_HNGX_MIG_CHANGES	LFS HNGX Migration Changes	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
LFS_HNGX_POSTMIG01_CHANGES	LFS HNGX Post MIG01 Changes	Fujitsu Configuration software
LFS_HNGX_POSTMIG03_CHANGES	LFS HNGX Postmig03 Changes	Fujitsu Configuration software
LFS_HNGX_POSTMIG05_CHANGES	LFS_hngx_postmig05_changes	Fujitsu Configuration software
LFS_HNGX_POSTMIG06_CHANGES	LFS HNGX POSTMIG06 Changes	Fujitsu Configuration software
LFS_HNGX_POSTSPLEX01_CHANGES	LFS HNG-X Post Plex01 Changes	Fujitsu Configuration software
LFS_MIGRATION	Solaris LFS Migration	Fujitsu Configuration software
LFS_SOFTWARE_INSTALLATION_POSTMIG01	LFS Software Installation Post MIG01	Fujitsu Configuration software
LFS_SOFTWARE_INSTALLATION_POSTMIG02	LFS Software Installation Post MIG02	Fujitsu Configuration software
LFS_SOFTWARE_INSTALLATION_POSTMIG03	LFS Software Installation Postmig03	Fujitsu Configuration software
LFS_SOFTWARE_INSTALLATION_POSTMIG04	LFS Software Installation Post MIG04	Fujitsu Configuration software
LFS_SOFTWARE_INSTALLATION_POSTMIG05	LFS Software Installation Postmig05	Fujitsu Configuration software
LFS_SOFTWARE_INSTALLATION_POSTMIG06	LFS Software Installation Post MIG06	Fujitsu Configuration software
LFS_SOFTWARE_INSTALLATION_PREMIG	LFS Software Installation Premigration	Fujitsu Configuration software
LFS_SYSTEMS_MONITORING	LFS Systems Monitoring Changes	Fujitsu Configuration software
LINUX_NTP_CLIENT_CONFIG	Linux NTP Client Config	Fujitsu Configuration software
LINUX_NTP_SERVER_CONFIG	Linux NTP Server Config	Fujitsu Configuration software
LOCAL_DC_SERVER_PERM_DCM	Local DC Server Perm DCM	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
LOCAL_DC_SERVER_POLICY_SSN	Local DC Server Policy (SSN)	Fujitsu Configuration software
LOCAL_DC_SERVER_POLICY_TWS_AGENT	Local DC Server Policy TWS Agent	Fujitsu Configuration software
LOCAL_USER_CLEANUP	Local Users Cleanup	Fujitsu Configuration software
LT_BLADEFRAME_CONFIG	LT BladeFrame Config	Fujitsu Configuration software
MA_FILE_TRANSFER	Merchant Acquirer File Transfer component v1	Fujitsu Configuration software
MAN_PRODUCT_TAGS	MANUAL Product TAGS	Fujitsu Configuration software
MANSENTRY_VPNLW	Sentry Monitor Code	Fujitsu Configuration software
MANWIN_LCF_DISABLE	MANWIN LCF Disable	Fujitsu Configuration software
MANWIN_NCO_NETINTBASE	Netcool Omnibus Connection setup	Fujitsu Configuration software
MANWIN_NCO_OMNIBASE	Netcool Omnibus product	Fujitsu Configuration software
MANWIN_PROBENT	NT Probe Code	Fujitsu Configuration software
MERCHANT_FTP_APP	Merchant FTP Application	Fujitsu Configuration software
MERCHANT_FTP_APP_MIG_CONF	Weekend B FTMS Service Start-up / Configuration	Fujitsu Configuration software
MERCHANT_FTP_APP_MIG_PREP	Data-Centre Preparation Configuration	Fujitsu Configuration software
MERCHANT_FTP_APP_MIG_TEST	PLP work instruction to demonstrate Streamline FTP connectivity	Fujitsu Configuration software
METRON_ATHENE_8_6_TRG_SW	Metron Athene 8.60 Training Software	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
METRON_ATHENE_V8_4	Metron Athene 8.4 Upgrade	Fujitsu Configuration software
MIG_TWS_A_MIGONLY	TWS Schedules for POLFS Migration	Fujitsu Configuration software
MIG_TWS_B_MIGONLY	TWS Migration Schedules Weekend B	Fujitsu Configuration software
MIG_TWS_D_MIGONLY	TWS Weekend D	Fujitsu Configuration software
MIG_TWS_DCPREP_MIGONLY	TWS Schedule Modifications for DCPREP (MIG ONLY)	Fujitsu Configuration software
MIG_TWS_REL2_MIGONLY	HNG-X Release 2 Migration schedule amendments	Fujitsu Configuration software
MS_SQL_2005_SVR_CONF_UPD	MS SQL 2005 Server Configuration Update	Fujitsu Configuration software
MS_SQL_SRV_PODG_CONFIG	SSC server SQL scripts for PODG database	Fujitsu Configuration software
MSSQL_AUDIT_LOG	Audit logging change within MSSQL	Fujitsu Configuration software
MSVS_CONTRAINED_DELEGATION_CONFIG	MSVS Contrained Delegation Config	Fujitsu Configuration software
NAS_TMF_CONFIG	NAS TMF Configuration	Fujitsu Configuration software
NAS_TRF_CONFIG	NAS TRF Configuration	Fujitsu Configuration software
NB_CRYPTO_API	Crytpo API for NBX	Fujitsu Configuration software
NBS_ATALLA_KM_TEST	Network Banking Atalla Key Management - Test systems	Fujitsu Configuration software
NBS_TUNEABLETRACE	NBS Tuneable Trace	Fujitsu Configuration software
NBX_FI_SIM	NBX FI Simulator	Fujitsu Configuration software
NBX_LREC_FGEN	NBX LREC File Generator	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
NBXM_MULTIPLEXOR	NBXM Multiplexor	Fujitsu Configuration software
NETBACKUP_JAVA_ADMIN_CONSOLE_CLEANUP	Remove Veritas Netbackup Console and Detritus	Fujitsu Configuration software
NPS_ASM_STORAGE_BUILD	NPS ASM Storage Build	Fujitsu Configuration software
NPS_DATABASE_BUILD	NPS Database Build	Fujitsu Configuration software
NPS_HNGX_CHANGES	Network Persistent Store HNGX Changes	Fujitsu Configuration software
NPS_HNGX_POSTMIG01_CHANGES	NPS Application HNGX Changes	Fujitsu Configuration software
NPS_HNGX_POSTMIG02_CHANGES	NPS Application HNGX (POSTMIG02) Changes	Fujitsu Configuration software
NPS_HNGX_POSTMIG03_CHANGES	NPS Application HNGX Changes	Fujitsu Configuration software
NPS_HNGX_POSTMIG04_CHANGES	NPS HNGX POSTMIG04 CHANGES	Fujitsu Configuration software
NPS_KMNG_DATA_POSTMIG01	NPS Key Management Load Data	Fujitsu Configuration software
NPS_KMNG_DATA_POSTMIG02	NPS Key Management load Data	Fujitsu Configuration software
NPS_KMNG_DATA_POSTMIG03	NPS Key Management load Data	Fujitsu Configuration software
NPS_MIGRATION	Migrate NPS database	Fujitsu Configuration software
NPS_PRE_LIVE_PROVING	NPS Pe-Live proving	Fujitsu Configuration software
NPS_SCHEMA_BUILD	NPS Schema Build	Fujitsu Configuration software
NPS_SOFTWARE_INSTALLATION	NPS Application Software Installation	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
NPS_SOFTWARE_INSTALLATION_POSTMIG01	NPS Application Software Installation	Fujitsu Configuration software
NPS_SOFTWARE_INSTALLATION_POSTMIG02	Nps Software Installation Postmig02	Fujitsu Configuration software
NPS_SOFTWARE_INSTALLATION_POSTMIG03	NPS SOFTWARE INSTALLATION POSTMIG03	Fujitsu Configuration software
NPS_SOFTWARE_INSTALLATION_POSTMIG04	NPS SOFTWARE INSTALLATION Post Mig 04	Fujitsu Configuration software
NRS_TACACS_AP	TACACS and Server	Fujitsu Configuration software
NT_VI_TEST_TOOL	NT VI Test Tool	Fujitsu Configuration software
ODBC_CONNECTIONS_MIS_CLIENT	ODBC Connections for MIS Client	Fujitsu Configuration software
OPENVIEW_SCRIPTSV2	Branch monitoring scripts	Fujitsu Configuration software
ORACLE_ASM_CONFIGURATION	Oracle ASM Configuration.	Fujitsu Configuration software
ORACLE_CLIENT_10GR2_LNX_CONFIG	Oracle Client 10gR2 for Linux x86	Fujitsu Configuration software
ORACLE_CLUSTERWARE_CHECK	Oracle Clusterware Check	Fujitsu Configuration software
ORACLE_CLUSTERWARE_CONFIG	Oracle Clusterware v10.2.0.1 Config	Fujitsu Configuration software
ORACLE_DB_CHECK	Oracle Database Check	Fujitsu Configuration software
ORACLE_DB_CONFIG_INSTALL	Oracle Database Config Install	Fujitsu Configuration software
ORACLE_LISTENER_CONFIG	Oracle Listener Configuration	Fujitsu Configuration software
ORACLE_PATCH_CHECK	Oracle Patch Check	Fujitsu Configuration software
ORACLE_PATCH_CONFIG	Oracle Patch v10.2.0.3 Config	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
ORACLE_PATCH_UPDATE	ORACLE PATCH UPDATE PSU4	Fujitsu Configuration software
OS_CLUSTER	Operating System Cluster	Fujitsu Configuration software
OS_CLUSTER_CHECK	Operating System Cluster Check	Fujitsu Configuration software
OS_CLUSTER_MANUAL	Manual deliveries for cluster configuration	Fujitsu Configuration software
OS_CLUSTER_RPMS	Oracle Cluster RPMS Code Delivery	Fujitsu Configuration software
OSC_RADIATOR_FOR_PBS	OSC Radiator for PBS	Fujitsu Configuration software
OSC_RADIATOR_FOR_PRS	OSC Radiator for PRS	Fujitsu Configuration software
PAN_DR_SCRIPTS	Bladeframe DR scripts	Fujitsu Configuration software
PAN_HASH_API	Crypto API for Pan Hashing	Fujitsu Configuration software
PATCH_REBOOT_CONFIG	Patch Reboot Config	Fujitsu Configuration software
PCI_CRYPTO_API	Crypto API for PCI	Fujitsu Configuration software
PMMC_COM_LIB	PMMC Common Library	Fujitsu Configuration software
PODG_COMMON_CERTS	PODG Common Certificates and loopBack Route	Fujitsu Configuration software
PODG_COMMON_FRAMEWORK	PODG framework files includes Java libraries common to DGE and DGI	Fujitsu Configuration software
PODG_EXT_FRAMEWORK	PODG framework files including Java libraries exclusive to DGE	Fujitsu Configuration software
PODG_INT_FRAMEWORK	PODG framework files including Java libraries exclusive to DGI	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
PODG_INT_SUPPORT_LIBS	Third party files including Java libraries exclusive to DGI	Fujitsu Configuration software
PODG_JAVA_6_JRE_CONFIG	Java 6 JRE for Post Office Data Gateway Framework	Fujitsu Configuration software
PODG_JSCAPE_CONFIG	JScape server licences for PODG servers	Fujitsu Configuration software
PODG_NFS_CLIENT_MOUNTS	PODG NFS Client mounts	Fujitsu Configuration software
PODG_OS_SECURITY	PODG Operating System Security Hardening	Fujitsu Configuration software
PODG_RDT_PLATFORM	PODG RDT Internal Server Platform	Fujitsu Configuration software
POL_SAP_RHL_SYSTEM_REPORT_TOOLS	POL SAP - RedHat System Reporting Tools	Fujitsu Configuration software
POMS_AEI_SIM	POMS AEI Simulator	Fujitsu Configuration software
PR_BLADEFRAME_CONFIG	PR BladeFrame Config	Fujitsu Configuration software
QSSH_RHL_CONFIG	Quest SSH RHL Config	Fujitsu Configuration software
QSSH_SOL_CONFIG	Quest SSH Solaris Config	Fujitsu Configuration software
QSUDO_RHL_CONFIG	Quest SUDO RHL Config	Fujitsu Configuration software
QSUDO_SOL_CONFIG	Quest SUDO Solaris Config	Fujitsu Configuration software
QUEST_SAMBA_RHL_CONFIG	Quest Samba RHL Config	Fujitsu Configuration software
QUEST_SAMBASHARE_CONFIG	Quest Samba Share Config	Fujitsu Configuration software
QUEST_SAMBASHARES	Quest Samba Shares	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
QVAS_RHL_CONFIG	QVAS RHL Config	Fujitsu Configuration software
QVAS_SOL_CONFIG	QVAS Solaris Config	Fujitsu Configuration software
RA_BLADEFRAME_CONFIG	RA BladeFrame Config	Fujitsu Configuration software
RAD_AUTH_CODE_NRS	RAD_AUTH_CODE on the NRS platform	Fujitsu Configuration software
RAD_AUTH_CODE_REMOVE	RAD_AUTH_CODE Removal package	Fujitsu Configuration software
RADIATOR	RADIUS / TACACS server	Fujitsu Configuration software
RCF_GEN_SPREADSHEET	Router Configuration file generator	Fujitsu Configuration software
RDDS_HNGX_MIG_CHANGES	RDDS HNGX Migration Changes	Fujitsu Configuration software
RDDS_HNGX_POSTMIG01_CHANGES	RDDS HNGX Post MIG01 Changes	Fujitsu Configuration software
RDDS_HNGX_POSTMIG02_CHANGES	RDDS HNGX Post MIG02 Changes	Fujitsu Configuration software
RDDS_HNGX_POSTMIG03_CHANGES	RDDS HNGX Postmig03 Changes	Fujitsu Configuration software
RDDS_HNGX_POSTMIG04_CHANGES	RDDS HNGX Postmig04 Changes	Fujitsu Configuration software
RDDS_HNGX_POSTMIG05_CHANGES	RDDS HNGX Postmig05 Changes	Fujitsu Configuration software
RDDS_HNGX_POSTMIG06_CHANGES	RDDS HNGX Postmig06 Changes	Fujitsu Configuration software
RDDS_HNGX_POSTMIG07_CHANGES	RDDS HNGX Postmig07 Changes	Fujitsu Configuration software
RDDS_HNGX_POSTMIG08_CHANGES	RDDS HNGX postmig08 Changes	Fujitsu Configuration software
RDDS_MIGRATION	RDDS DB Migration Implementation	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RDDS_SOFTWARE_INSTALLATION_POSTMIG01	RDDS Software Installation Post MIG01	Fujitsu Configuration software
RDDS_SOFTWARE_INSTALLATION_POSTMIG02	RDDS Software Installation Post MIG02	Fujitsu Configuration software
RDDS_SOFTWARE_INSTALLATION_POSTMIG03	RDDS Software Installation Postmig03	Fujitsu Configuration software
RDDS_SOFTWARE_INSTALLATION_POSTMIG04	RDDS Software Installation Postmig04	Fujitsu Configuration software
RDDS_SOFTWARE_INSTALLATION_POSTMIG05	RDDS Software Installation Postmig05	Fujitsu Configuration software
RDDS_SOFTWARE_INSTALLATION_POSTMIG06	RDDS Software Installation Postmig06	Fujitsu Configuration software
RDDS_SOFTWARE_INSTALLATION_POSTMIG07	RDDS Software Installation Postmig07	Fujitsu Configuration software
RDDS_SOFTWARE_INSTALLATION_POSTMIG08	RDDS Software Installation Postmig08	Fujitsu Configuration software
RDDS_SOFTWARE_INSTALLATION_PREMIG	RDDS Software Installation Premigration	Fujitsu Configuration software
RDDS_SYSTEMS_MONITORING	RDDS Systems Monitoring Support	Fujitsu Configuration software
RDM_APS_APPS	APS Workstation Applications	Fujitsu Configuration software
RDM_RDMC_APPS	RDMC Workstation Applications	Fujitsu Configuration software
RDMC_HNGX_MIG_CHANGES	RDMC DB Schema Mig Change Implementation	Fujitsu Configuration software
RDMC_HNGX_POSTMIG01_CHANGES	RDMC HNGX Post Mig01 Changes	Fujitsu Configuration software
RDMC_HNGX_POSTMIG02_CHANGES	RDMC HNGX Postmig02 Changes	Fujitsu Configuration software
RDMC_HNGX_POSTMIG03_CHANGES	RDMC HNGX Postmig03 Changes	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RDMC_HNGX_POSTMIG04_CHANGES	RDMC HNGX Postmig04 Changes	Fujitsu Configuration software
RDMC_HNGX_POSTMIG05_CHANGES	RDMC HNGX Postmig05 Changes	Fujitsu Configuration software
RDMC_HNGX_POSTMIG06_CHANGES	RDMC HNGX Postmig06 Changes	Fujitsu Configuration software
RDMC_HNGX_POSTMIG07_CHANGES	RDMC HNGX postmig07 Changes	Fujitsu Configuration software
RDMC_MIGRATION	RDMC DB Migration Implementation	Fujitsu Configuration software
RDMC_SOFTWARE_INSTALLATION_POSTMIG01	RDMC Software Installation Post MIG01	Fujitsu Configuration software
RDMC_SOFTWARE_INSTALLATION_POSTMIG02	RDMC Software Installation Postmig02	Fujitsu Configuration software
RDMC_SOFTWARE_INSTALLATION_POSTMIG03	RDMC Software Installation Postmig03	Fujitsu Configuration software
RDMC_SOFTWARE_INSTALLATION_POSTMIG04	RDMC Software Installation Postmig04	Fujitsu Configuration software
RDMC_SOFTWARE_INSTALLATION_POSTMIG05	RDMC Software Installation Postmig05	Fujitsu Configuration software
RDMC_SOFTWARE_INSTALLATION_POSTMIG06	RDMC Software Installation Postmig06	Fujitsu Configuration software
RDMC_SOFTWARE_INSTALLATION_POSTMIG07	RDMC Software Installation Postmig07	Fujitsu Configuration software
RDMC_SOFTWARE_INSTALLATION_PREMIG	RDMC DB SApplication Software Installation Premig	Fujitsu Configuration software
RDMC_SYSTEMS_MONITORING	RDMC Systems Monitoring Support	Fujitsu Configuration software
RDT_LOCAL_ACCOUNTS	RDT Local Accounts	Fujitsu Configuration software
RDT_SAMBA_CONFIG	RDT Samba Local Account Configuration	Fujitsu Configuration software
RHEL_INTEGRATION_FILES	RHEL Integration Files	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHEL_MANUAL_FOUNDATION_BUILD	RHEL Manual Foundation Build	Fujitsu Configuration software
RHEL4_5_FOUNDATION_UPDATE	RedHat 4.5 Foundation Update	Fujitsu Configuration software
RHEL4_5_NIC_BONDING	RHEL4.5 NIC Bonding	Fujitsu Configuration software
RHEL4_5_TO_4_8_UPDATE	RHEL 4.5 to 4.8 Update	Fujitsu Configuration software
RHEL4_8_FOUNDATION_UPDATE	RHEL 4.8 Foundation Update	Fujitsu Configuration software
RHEL4_8_SAP_CONFIG	RHEL 4.8 Configuration for SAP	Fujitsu Configuration software
RHEL4_8_SECURITY_UPDATE	RHEL 4.8 Security Update	Fujitsu Configuration software
RHL_AD_JOIN_CONFIG	RHL Active Directory Join Config	Fujitsu Configuration software
RHL_BACKUP_SCRIPTS	Linux Backup Scripts	Fujitsu Configuration software
RHL_BAL_DISK_CONF	BAL Disk Configuration	Fujitsu Configuration software
RHL_BMX_DISK_CONF	RHL BMX Disk Configuration	Fujitsu Configuration software
RHL_BSL_PR_EMC_CFG	Production only - EMC.cfg file	Fujitsu Configuration software
RHL_BSM_DISK_CONF	RHL BSM Disk Configuration	Fujitsu Configuration software
RHL_CAC_DISK_CONF	Redhat CAC Disk Configuration	Fujitsu Configuration software
RHL_CLONE_SCRIPTS	Linux Clone Management Scripts	Fujitsu Configuration software
RHL_DXC_DISK_CONF	RHL DXC Disk Configuration	Fujitsu Configuration software
RHL_FTS_APP	Red Hat Linux File Transfer Application	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHL_FTS_CD_SCRIPTS	Job Control Language for ConnectDirect	Fujitsu Configuration software
RHL_HBS_DISK_CONF	HBS disk configuration	Fujitsu Configuration software
RHL_HOSTFILE_UPDATE_CONFIG	Redhat Linux Host File Update Configuration	Fujitsu Configuration software
RHL_INTEGRATION_POST_BUILD	Redhat Linux Integration Post Build	Fujitsu Configuration software
RHL_ITM_APOP_CFG	IBM Tivoli Monitoring: Web Service Health Check - APOP Configuration	Fujitsu Configuration software
RHL_ITM_BMX	BMX UA	Fujitsu Configuration software
RHL_ITM_BMX_AGENT	RHL ITM BMX Stats Agent	Fujitsu Configuration software
RHL_ITM_BMX_CFG	IBM Tivoli Monitoring: BMX Monitoring Configuration	Fujitsu Configuration software
RHL_ITM_BMXSITUATIONS	BMX Situations	Fujitsu Configuration software
RHL_ITM_BMXSITUATIONS_CFG	Config instructions for RHL_ITM_BMXSITUATIONS	Fujitsu Configuration software
RHL_ITM_DISABLESITS	Disables ITM 6.x situations	Fujitsu Configuration software
RHL_ITM_DVLA_CFG	IBM Tivoli Monitoring: Web Service Health Check - DVLA Configuration	Fujitsu Configuration software
RHL_ITM_HISTCOL	ITM6 Historical Data Collection Configuration	Fujitsu Configuration software
RHL_ITM_IWS	IBM Tivoli Monitoring: Web Service Health Check Scripts	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHL_ITM_MGRM_CFG	IBM Tivoli Monitoring: Web Service Health Check - MGRM Configuration	Fujitsu Configuration software
RHL_ITM_NRSRADIUS_AGENT	NRS RADIUS AUTH Log Monitoring Agent Client component	Fujitsu Configuration software
RHL_ITM_OLCT_CFG	IBM Tivoli Monitoring Web Service Health Check OLCT Configuration	Fujitsu Configuration software
RHL_ITM_PRSRADIUS_AGENT	PRS RADIUS AUTH Log Monitoring Agent Client component	Fujitsu Configuration software
RHL_ITM_SITCFG	IBM Tivoli Monitoring: Monitoring Situation Installation	Fujitsu Configuration software
RHL_ITM_SITCFG_CFG	This is a manual ITM configuration update for EMM platforms.	Fujitsu Configuration software
RHL_ITM_TCOM_CFG	IBM Tivoli Monitoring: Web Service Health Check - TCOM Configuration	Fujitsu Configuration software
RHL_ITM_TEMS_BMX	RHL ITM BMX TEMS Support	Fujitsu Configuration software
RHL_ITM_TEMS_CFG	Manual configuration of ITM TEMS	Fujitsu Configuration software
RHL_ITM_TEMS_NETCOOL	RHL ITM TEMS Support for Netcool agent	Fujitsu Configuration software
RHL_ITM_TEMS_NRSRADIUS	NRS RADIUS AUTH Log Monitoring Agent TEMS component	Fujitsu Configuration software
RHL_ITM_TEMS_PRSRADIUS	PRS RADIUS AUTH Log Monitoring Agent TEMS component	Fujitsu Configuration software
RHL_ITM_TEMS_TWS	RHL ITM TEMS Support for TWS agent	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHL_NCO_AUDITGATE_CFG_AD	AUDIT Netcool Oracle Gateway AD authentication config	Fujitsu Configuration software
RHL_NCO_BIGATE_CFG	Netcool Omnibus Bi-Directional Gateway Config	Fujitsu Configuration software
RHL_NCO_BIGATE_CFG_AD	BI-Directional AGG_FAILOVER Netcool Oracle Gateway AD authentication config	Fujitsu Configuration software
RHL_NCO_BRREGHNDLR	Branch Router Registration Handler	Fujitsu Configuration software
RHL_NCO_DISPGATE_CFG	Netcool OMNIbus Uni-Gateway (Aggregation Layer to Display Layer)	Fujitsu Configuration software
RHL_NCO_OBJSRV_CFG	Netcool Objectserver Configuration	Fujitsu Configuration software
RHL_NCO_OBJSRV_CFG_AD	IBM Netcool/OMNIbus Object Server Configuration: Active Directory Authentication	Fujitsu Configuration software
RHL_NCO_OBJSRV_EXPORT	Netcool Omnibus Object Server Export	Fujitsu Configuration software
RHL_NCO_OBJSVRCRT	Netcool Omnibus Object Server Create	Fujitsu Configuration software
RHL_NCO_PROBEBMC_CFG	Redhat Linux NetCool Probebmc Configuration	Fujitsu Configuration software
RHL_NCO_PROBEGLF_CFG_DNS	IBM Netcool Linux GLF Probe DNS config	Fujitsu Configuration software
RHL_NCO_PROBEGLF_CFG_NRS	IBM Netcool Linux GLF Probe Radius config	Fujitsu Configuration software
RHL_NCO_PROBEGLF_CFG_PRS	Netcool GLF Probe Configuration	Fujitsu Configuration software
RHL_NCO_PROBEGLF_ORAGATE_CFG	Tivoli Netcool Omnibus GLF Probe to monitor Oracle Gateway Logs	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHL_NCO_PROBESNMP_CFG	Redhat Linux Netcool ProbeSNMP Config	Fujitsu Configuration software
RHL_NCO_PROBESYSLOG_CFG	Redhat Linux NetCool Probe Syslog Configuration	Fujitsu Configuration software
RHL_NCO_PROBESYSLOGNG_CFG	IBM Tivoli Netcool Omnibus Probe Config for SYS platforms	Fujitsu Configuration software
RHL_NCO_PROBESYSLOGSEC	Security Probe configuration for Red Hat Servers	Fujitsu Configuration software
RHL_NCO_PROBESYSLOGSEC_CFG	IBM Tivoli Netcool OMNIbus Syslog Sec Probe Config Linux	Fujitsu Configuration software
RHL_NCO_PROBETECAD_CFG	Red Hat Linux Net Cool Probe Tecad Configuration	Fujitsu Configuration software
RHL_NCO_RAD_CFG	Configuration product for Tivoli Netcool TBSM (RAD)	Fujitsu Configuration software
RHL_NCO_RAD_CFG_GUI	Tivoli Business Services Manager GUI Configuration	Fujitsu Configuration software
RHL_NCO_RAD_XML	Netcool RAD XML	Fujitsu Configuration software
RHL_NCO_REPGATE_CFG_AD	REPORTER Netcool Oracle Gateway AD authentication config	Fujitsu Configuration software
RHL_NCO_SECMAN_CFG_AD	IBM Netcool Security Manager Configuration	Fujitsu Configuration software
RHL_NCO_STATS_RESET	Tivoli Netcool Stats Reset Trigger	Fujitsu Configuration software
RHL_NCO_TBSM_DATASVR_CFG	Netcool Tivoli Business Service Manager DataServer Config	Fujitsu Configuration software
RHL_NCO_TBSM_OBJSVR	Netcool Omnibus Object Server for TBSM	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHL_NCO_TRAWLEVENT	IBM NCO to OMDB Event Forwarding	Fujitsu Configuration software
RHL_NCO_UNIGATE_CFG	Netcool Omnibus Uni-Directional Gateway Config	Fujitsu Configuration software
RHL_NCO_UNIGATE_CFG_AD	UNIGATE Netcool Oracle Gateway AD authentication config	Fujitsu Configuration software
RHL_NCO_WEBTOP_CFG	Netcool Webtop Configuration	Fujitsu Configuration software
RHL_NRS_DISK_CONF	RHL NRS Disk Configuration	Fujitsu Configuration software
RHL_OPTDISK_CONFIG	Design Part RHL_OPTDISK_CONFIG.A	Fujitsu Configuration software
RHL_OPTDISK_CONFIG_DATA	Redhat Enterprise Linux 4 Disk Configuration Data	Fujitsu Configuration software
RHL_OPTDISK_CONFIG_DATA_MAN	RHL Optdisk Data Manual Config	Fujitsu Configuration software
RHL_OPTDISK_CONFIG_MAN	RHL OPtdisk Manual Config	Fujitsu Configuration software
RHL_ORA_10GCLIENT	Oracle 10g client application	Fujitsu Configuration software
RHL_ORA_CLIENT10GFULL_CONFIG	RedHat Linux Oracle 10 Client Full Version 1.0 Config	Fujitsu Configuration software
RHL_ORA_QEDH	Network QoS Data Loader	Fujitsu Configuration software
RHL_ORA_QRA	Network QoS Replication Agent	Fujitsu Configuration software
RHL_OS_UPDATE_INSTALL	Redhat generic Operating System Updates	Fujitsu Configuration software
RHL_PODG_DISK_CONF	RHL PODG Disk Configuration	Fujitsu Configuration software
RHL_PRS_DISK_CONF	RHL PRS Disk Configuration	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHL_SAMBASHARES	Redhat Sambashares for Redhat 5	Fujitsu Configuration software
RHL_SMG_BACKUP	SYSMAN Unix Backup	Fujitsu Configuration software
RHL_SMG_BIRA	Branch Information Replication Agent for Migration Reporting	Fujitsu Configuration software
RHL_SMG_BIRA_EDS	BIRA EDS agent for OMDB to EDS Migration	Fujitsu Configuration software
RHL_SMG_EMDFA	EMDB Migration Data Fetcher Agent	Fujitsu Configuration software
RHL_SMG_INSTSUPPLIB	Redhat Enterprise Linux SMG Install Support Library	Fujitsu Configuration software
RHL_SMG_OMDB_DESCHEDULE	Descheduling of old agents for OMDB to EDS Migration	Fujitsu Configuration software
RHL_SMG_PAMCONF	Enterprise Management PAM Integration	Fujitsu Configuration software
RHL_SMG_PERL_DBDS	RHL Perl Modules for Database Connections	Fujitsu Configuration software
RHL_SMG_SCMRA	SYSMAN Counter Migration Response Agent	Fujitsu Configuration software
RHL_SMG_SHOUA	SYSMAN HNG-X OMDB Update Agent	Fujitsu Configuration software
RHL_SMG_STMRA	RHL SMG STMRA	Fujitsu Configuration software
RHL_SMG_TBSM_PAMCONF	Enterprise Management PAM for TBSM ObjectServer	Fujitsu Configuration software
RHL_SMG_TOOLS	SMG common tools for Red Hat Linux	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHL_STERLING_COM_CON_DIR	Red Hat Linux Sterling Commerce Connect Direct Server	Fujitsu Configuration software
RHL_STERLING_COM_CON_DIR_CONFIG	Connect Direct configuration files	Fujitsu Configuration software
RHL_STERLING_COM_CON_DIR_INCREMENTS	Increments to manual RHL_STERLING_COM_CON_DIR workset	Fujitsu Configuration software
RHL_STERLING_COM_CON_DIR_SCRIPTS	Connect Direct remote scripts	Fujitsu Configuration software
RHL_SYS_DISK_CONF	RHL SYSLOG Disk Configuration	Fujitsu Configuration software
RHL_TMF_FWKCONF1	Tivoli Framework Config 1	Fujitsu Configuration software
RHL_TMF_FWKCONF2	Tivoli Framework Config 2	Fujitsu Configuration software
RHL_TMF_FWKCONF3	Tivoli Framework Config 3	Fujitsu Configuration software
RHL_TMF_RGPGLF_TASK	Wrapper task to update RGP GLF props file each day	Fujitsu Configuration software
RHL_TMF_TASKSITM	ITM Task Library	Fujitsu Configuration software
RHL_TPM_ADMIN	Tivoli Provisioning Manager Admin Configuration	Fujitsu Configuration software
RHL_TPM_AEI	TPM Workflows for AEI	Fujitsu Configuration software
RHL_TPM_APEX	IBM Tivoli Provisioning Manager Workflows: APEX	Fujitsu Configuration software
RHL_TPM_AUTHMGMT	TPM Workflows for SMG Authentication File Management	Fujitsu Configuration software
RHL_TPM_BRCONCURRENCY	RHL TPM Branch Router Configuration	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHL_TPM_BRMGMT	RHL Branch Router Management TPM Workflows	Fujitsu Configuration software
RHL_TPM_BRREGHNDLR	Branch Router Registration Handler TPM Workflows	Fujitsu Configuration software
RHL_TPM_BRSUPPORTLIB	Branch Router Support Libraries	Fujitsu Configuration software
RHL_TPM_BRXML	RHL TPM Branch Router XML.	Fujitsu Configuration software
RHL_TPM_CBLPERFMON	IBM TPM: Control Blade Performance Data Workflows	Fujitsu Configuration software
RHL_TPM_DXC_WORKFLOW	Tivoli Provisioning Manager DXC Workflow Installation	Fujitsu Configuration software
RHL_TPM_EMAGENTCONFIG	SMG Common Workflows	Fujitsu Configuration software
RHL_TPM_EMDBTARGETS	TPM Targeting Infrastructure for Branch Router RCF's	Fujitsu Configuration software
RHL_TPM_ODBC	IBM Tivoli Provisioning Manager Workflows: EDS ODBC Authentication	Fujitsu Configuration software
RHL_TPM_POMSMGMT	TPM Workflows for POMS Management	Fujitsu Configuration software
RHL_TPM_POMSSETUP	Manual Setup for POMS Management by TPM	Fujitsu Configuration software
RHL_TPM_POMSXML	XML for TPM Objects used in POMS Management	Fujitsu Configuration software
RHL_TPM_QOSCREDENTIALS	IBM Tivoli Provisioning Manager: Network Quality of Service Credentials Workflows	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RHL_TPM_RCFGET	Perl scripts and modules to extract files from EST client output	Fujitsu Configuration software
RHL_TPM_SHOUA	TMP Workflows for SHOUA Agent	Fujitsu Configuration software
RHL_TPM_SUPPORTTASKS	IBM TPM: Support Workflows	Fujitsu Configuration software
RHL_TPM_SUPPORTTASKS_BMC	Netcool/OMNIbus BMC Patrol Probe agent target configuration workflows	Fujitsu Configuration software
RHL_TPM_SVRBASE_MANCFG	TPM SVRBASE - Pre & Post manual configuration instructions	Fujitsu Configuration software
RHL_TPM_TASKSCHED	IBM TPM: Task Scheduling Process	Fujitsu Configuration software
RHL_TPM_UTILS	IBM TPM: Utility Workflows	Fujitsu Configuration software
RHL_TPM_WORKFLOWS	Redhat Linux TPM Workflows	Fujitsu Configuration software
RHL_TPM_WORKFLOWS_LIB	RHL TPM SMG Common workflows.	Fujitsu Configuration software
RHL_TRC_SVR_CONFIG	IBM Tivoli Remote Control Configuration	Fujitsu Configuration software
RHL_WEBSERV_DISK_CONF	RHL Web Server Disk Configuration	Fujitsu Configuration software
RIP_COMMON	Riposte Common Files	Fujitsu Configuration software
RIP_DATA_CTR	Riposte Data Centre Platform Files	Fujitsu Configuration software
RIP_LICENSE	Riposte Licences	Fujitsu Configuration software
RIPOSTE_FOR_AUDIT	Riposte files required for Audit purposes	Fujitsu Configuration software
RLS_ASM_STORAGE_BUILD	RLS ASM Storage Build	Fujitsu Configuration software
RLS_INTEGRATION_FILES	RLS Integration Files	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RMGA_BIND_CFGP	RMGA BIND Primary Configuration	Fujitsu Configuration software
RMGA_BIND_CFGS	RMGA BIND Secondary Configuration	Fujitsu Configuration software
RMGA_BIND_SW	RMGA BIND Software	Fujitsu Configuration software
RMGA_CRS_GEN_FIXES	RMGA CRS General Fixes	Fujitsu Configuration software
RMGA_DNS_CONFIG	RMGA DNS Configuration Entries	Fujitsu Configuration software
RSG_EMC_NET_CONFIG	RSG network config to allow communication with EMC	Fujitsu Configuration software
RSG_FTP_SMTP_CONFIG	Delivers FTP and SMTP config	Fujitsu Configuration software
RSH_DIRECTORY_STRUCT	RSH Directory Structure	Fujitsu Configuration software
RTRBOOT_AP	RTR Boot Server	Fujitsu Configuration software
RTRBOOT_RAD_SERVICE	Create Windows Radiator Service	Fujitsu Configuration software
RV_BLADEFRAME_CONFIG	RV BladeFrame Config	Fujitsu Configuration software
RV_VOL_BLADEFRAME_CONFIG	RV-VOL_BLADEFRAME_CONFIG	Fujitsu Configuration software
SAMBA_SHARES_TEST_ONLY	Samba Shares for Test Only	Fujitsu Configuration software
SAMBA_SOL_CONFIG	SAMBA install for Solaris	Fujitsu Configuration software
SAN_DISK_REGISTRY_UPDATE	Registry tweak for discrete servers using SAN disks	Fujitsu Configuration software
SBRDB_ASM_STORAGE_BUILD	Branch Standby DB ASM Storage Installation	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
SBRDB_INITIALISE_STANDBY	Branch Standby DB Initialise Standby DB Config	Fujitsu Configuration software
SBRDB_SOFTWARE_INSTALLATION	Branch Standby DB Application Software Installation	Fujitsu Configuration software
SHAREPLEX_DAT_ACTIVATE_APS	SHAREPLEX APS Activation on DAT Platform	Fujitsu Configuration software
SHAREPLEX_DAT_ACTIVATE_DRS	SHAREPLEX DRS Activation	Fujitsu Configuration software
SHAREPLEX_DAT_ACTIVATE_LFS	SHAREPLEX LFS Activation on DAT Platform	Fujitsu Configuration software
SHAREPLEX_DAT_ACTIVATE_RDDS	SHAREPLEX RDDS Activation	Fujitsu Configuration software
SHAREPLEX_DAT_ACTIVATE_RDMC	SHAREPLEX RDMC Activation	Fujitsu Configuration software
SHAREPLEX_DAT_ACTIVATE_TES	SHAREPLEX TES Activation	Fujitsu Configuration software
SHAREPLEX_DAT_ACTIVATE_TPS	SHAREPLEX TPS Activation on DAT Platform	Fujitsu Configuration software
SHAREPLEX_DAT_PROD_SETUP	SHAREPLEX DAT Product Setup	Fujitsu Configuration software
SHAREPLEX_DAT_SOFTWARE_INSTALLATION	SHAREPLEX Solaris Software Installation for INT10 release of HNG-X	Fujitsu Configuration software
SHAREPLEX_LNX_ACTIVATE_APOP	SHAREPLEX APOP Activation on NPS Platform	Fujitsu Configuration software
SHAREPLEX_LNX_ACTIVATE_NPS	SHAREPLEX NPS Activation on NPS Platform	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
SHAREPLEX_LNX_PROD_SETUP	SHAREPLEX Product Setup for NPS platform	Fujitsu Configuration software
SHAREPLEX_LNX_SOFTWARE_INSTALLATION	SHAREPLEX Linux Software Installation for INT10 release of HNG-X	Fujitsu Configuration software
SHAREPLEX_REPL_COMPLETE_CHECK_APOP	Shareplex Replication Complete Check for APOP	Fujitsu Configuration software
SHAREPLEX_REPL_COMPLETE_CHECK_APS	Shareplex Replication Complete Check for APS	Fujitsu Configuration software
SHAREPLEX_REPL_COMPLETE_CHECK_DRS	Shareplex Replication Complete Check for DRS	Fujitsu Configuration software
SHAREPLEX_REPL_COMPLETE_CHECK_LFS	Shareplex Replication Complete Check for LFS	Fujitsu Configuration software
SHAREPLEX_REPL_COMPLETE_CHECK_NPS	Shareplex Replication Complete Check for NPS	Fujitsu Configuration software
SHAREPLEX_REPL_COMPLETE_CHECK_RDDS	Shareplex Replication Complete Check for RDDS	Fujitsu Configuration software
SHAREPLEX_REPL_COMPLETE_CHECK_RDMC	Shareplex Replication Complete Check for RDMC	Fujitsu Configuration software
SHAREPLEX_REPL_COMPLETE_CHECK_TES	Shareplex Replication Complete Check for TES	Fujitsu Configuration software
SHAREPLEX_REPL_COMPLETE_CHECK_TPS	Shareplex Replication Complete Check for TPS	Fujitsu Configuration software
SOL_10_APACHE_TOMCAT_CONFIG	Solaris Apache Tomcat Configuration	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
SOL_10_APACHE_TOMCAT_OPENTEXT_CONFIG	Solaris Apache Tomcat OpenText Configuration	Fujitsu Configuration software
SOL_10_EMULEX	Solaris Emulex Card Driver and firmware plus utility	Fujitsu Configuration software
SOL_10_FOUNDATION_UPDATE	Solaris 10 Foundation Update	Fujitsu Configuration software
SOL_10_JAVA_CONFIG	Solaris Java Configuration	Fujitsu Configuration software
SOL_10_PATCHES_PRIMEPOWER	Solaris 10 Patches PrimePower Hardware	Fujitsu Configuration software
SOL_10_PATCHES_PRIMEPOWER_GROUP1_CONFIG	Solaris 10 Patches PrimePower Group1	Fujitsu Configuration software
SOL_10_PATCHES_SUN	Solaris 10 Patches Sun Hardware	Fujitsu Configuration software
SOL_AD_JOIN_CONFIG	Solaris Active Directory Join Config	Fujitsu Configuration software
SOL_BSS_FAILOVER_SCRIPTS	Solaris BSS Failover Scritps	Fujitsu Configuration software
SOL_CLONE_SCRIPTS	Solaris Clone Management Scripts	Fujitsu Configuration software
SOL_CON_DISK_INIT	Solaris Console Disk Initialisation	Fujitsu Configuration software
SOL_DAT_DISK_INIT	Disk Initialisation Scriptsl	Fujitsu Configuration software
SOL_DAT_FAILOVER_SCRIPTS	Solaris DAT Failover Scritps	Fujitsu Configuration software
SOL_DAT_INTEGRATION_POST_BUILD	Solaris DAT Integration Post Build fixes	Fujitsu Configuration software
SOL_DAT_STANDBY_RL2	Solaris DAT - STANDBY - Run Level 2	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
SOL_DAT_STANDBY_RL3	Solaris DAT Standby - Run Level 3	Fujitsu Configuration software
SOL_EMC_CONFIG	EMC config for BSS	Fujitsu Configuration software
SOL_EMC_MANUAL_CONFIG	Solaris EMC manual Configuration	Fujitsu Configuration software
SOL_INTEGRATION_FILES	Solaris Integration Files	Fujitsu Configuration software
SOL_INTEGRATION_POST_BUILD	Solaris Integration Post Build	Fujitsu Configuration software
SOL_ITM_AGENT_CFG	This is an ITM configuration update for all Datacenter Solaris (SOL) platforms.	Fujitsu Configuration software
SOL_NBU_CLIENT	Unix NetBackup Client	Fujitsu Configuration software
SOL_NBU_SAN_MEDIA_SVR	Solaris NetBackup SAN Media Server	Fujitsu Configuration software
SOL_NCO_NETINFBASE	Netcool Omnibus Net Config	Fujitsu Configuration software
SOL_NCO_PROBEGLF_CFG3	SOLARIS GLF Probe Configuration 3	Fujitsu Configuration software
SOL_NCO_PROBEGLF_CFG4	SOLARIS GLF Probe Configuration 4	Fujitsu Configuration software
SOL_NCO_PROBESYSLOG_CFG	Netcool Omnibus Syslog Probe Config	Fujitsu Configuration software
SOL_NCO_PROBESYSLOGSEC	Netcool Probe Security configuration for SOL	Fujitsu Configuration software
SOL_SMG_INSTSUPPLIB	SMG Installation Support Library for Solaris	Fujitsu Configuration software
SOLARIS_NTP_CLIENT_CONFIG	Solaris NTP Client Config	Fujitsu Configuration software
SOLARIS_ORACLE_NET_CONFIGURATION	Solaris Oracle Net Configuration	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
SOLARIS_SYSTEM_REPORT_TOOLS	Solaris System reporting tools	Fujitsu Configuration software
SOP_AV_WIN_CONFIG	Configuration of Sophos AV software	Fujitsu Configuration software
SPN_DATA_CAPTURE_FOR_ECC	Performance Manager Data Extract for CMSDB	Fujitsu Configuration software
SPN_JAVA_MIDDLEWARE	Java Middleware Source-code	Fujitsu Configuration software
SPN_PLATFORM_ACCESS_TO_MSVS_HOSTS	Change to the Virtual Server 'Performance Monitor Users' Group	Fujitsu Configuration software
SSC_APACHE_TOMCAT_CONFIG	SSC Apache Tomcat Configuration	Fujitsu Configuration software
SSC_INTEGRATION_POST_BUILD	SSC Integration Post Build	Fujitsu Configuration software
SSC_PODG_WEB_APP	Web applications for PODG reporting & administration	Fujitsu Configuration software
SSC_SMILEY_DESKTOP	Smiley Desktop Diagnostic Toolset	Fujitsu Diagnostic tool
SSN_C_DRIVE_LATE_CONFIG	SSN C drive config actions - late in build	Fujitsu Configuration software
SSN_DXC_TOOLS	SSN toolset to manage dxc application stack	Fujitsu Configuration software
ST_BLADEFRAME_CONFIG	ST BladeFrame Config	Fujitsu Configuration software
STERLING_COM_CON_DIR_MAN	Connect:Direct manual configuration for user proxy	Fujitsu Configuration software
STERLING_COM_CON_MIG_CONF	Weekend B FTMS Service Start-up / Configuration	Fujitsu Configuration software
STERLING_COM_CON_MIG_PREP	Data-Centre Preparation Configuration	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
SUB_CA_INTERFACE	Sub Certification Authority Interface	Fujitsu Configuration software
SUDO_PLATFORM_CONFIG	Sudo Platform Configuration	Fujitsu Configuration software
SUN_JRE_6_SOL10_CONFIG	Sun Java Runtime Environment 1.6.0_11 for Solaris	Fujitsu Configuration software
SV_BLADEFRAME_CONFIG	SV BladeFrame Config	Fujitsu Configuration software
SYSLOG_SERVER_CFG	Syslog Server Config	Fujitsu Configuration software
TACACS-CONFIG	TACACS server configuration	Fujitsu Configuration software
TACACS-RSYNC	TACACS RSYNC configuration	Fujitsu Configuration software
TEM_C_DRIVE_CONFIG	TEM C Drive Configuration	Fujitsu Configuration software
TES_HNGX_MIG_CHANGES	TES HNGX Migration Changes	Fujitsu Configuration software
TES_HNGX_POSTMIG01_CHANGES	TES HNGX Postmig01 Changes	Fujitsu Configuration software
TES_HNGX_POSTMIG02_CHANGES	TES HNGX POSTMIG02 CHANGES	Fujitsu Configuration software
TES_HNGX_POSTSPLEX01_CHANGES	TES HNG-X Post SharePlex 01 Changes	Fujitsu Configuration software
TES_MIGRATION	Solaris TES Migration Implementation	Fujitsu Configuration software
TES_SOFTWARE_INSTALLATION_POSTMIG01	TES Software Installation Postmig01	Fujitsu Configuration software
TES_SOFTWARE_INSTALLATION_POSTMIG02	TES SOFTWARE INSTALLATION POSTMIG02	Fujitsu Configuration software
TES_SOFTWARE_INSTALLATION_PREMIG	TES Software Installation Premigration	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
TES_SYSTEMS_MONITORING	TES Systems Monitoring Changes	Fujitsu Configuration software
TESQA_SERVICE_SHUTDOWN_MIGONLY	TESQA Service Shutdown MIG ONLY	Fujitsu Configuration software
TESQA_SOFTWARE_INSTALLATION	TESQA Application Software Installation	Fujitsu Configuration software
TIME_SYNC_CRON_SCRIPT	Cron script to monitor ntpd events and log them to the syslog	Fujitsu Configuration software
TIP_REPAIR_TOOL_INSTALLATION	TIP Repair Tool Application Software Installation	Fujitsu Configuration software
TNT_EMULATOR	Track and Trace Emulator	Fujitsu Configuration software
TPS_HNGX_MIG_CHANGES	TPS HNGX Migration Changes	Fujitsu Configuration software
TPS_HNGX_POSTMIG01_CHANGES	TPS HNGX Post MIG01 Changes	Fujitsu Configuration software
TPS_HNGX_POSTMIG02_CHANGES	TPS HNGX Post MIG02 Changes	Fujitsu Configuration software
TPS_HNGX_POSTMIG05_CHANGES	TPS HNGX Postmig05 Changes	Fujitsu Configuration software
TPS_HNGX_POSTSPLEX01_CHANGES	TPS HNG-X Post Plex01 Changes	Fujitsu Configuration software
TPS_MIGRATION	TPS Migration	Fujitsu Configuration software
TPS_SOFTWARE_INSTALLATION_POSTMIG01	TPS Software Installation Post MIG01	Fujitsu Configuration software
TPS_SOFTWARE_INSTALLATION_POSTMIG02	TPS Software Installation Post MIG02	Fujitsu Configuration software
TPS_SOFTWARE_INSTALLATION_POSTMIG03	TPS Software Installation Post MIG03	Fujitsu Configuration software
TPS_SOFTWARE_INSTALLATION_POSTMIG04	TPS Software Installation Postmig04	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
TPS_SOFTWARE_INSTALLATION_POSTMIG05	TPS Software Installation Postmig05	Fujitsu Configuration software
TPS_SOFTWARE_INSTALLATION_PREMIG	TPS Software Installation Premigration	Fujitsu Configuration software
TPS_SYSTEMS_MONITORING	TPS Systems Monitoring Changes	Fujitsu Configuration software
TRIPWIRE_DXC_CONFIG	Tripwire for DXC	Fujitsu Configuration software
TWS_AUTH_CONFIG	TWS Authentication configuration	Fujitsu Configuration software
TWS_HMS_SCRIPTS	Tivoli Workload Scheduler HMS Scripts	Fujitsu Configuration software
TWS_SCHEDULES_ARC	TWS Schedules for ARC	Fujitsu Configuration software
TWS_SCHEDULES_DCM	TWS Schedules for DCM	Fujitsu Configuration software
TWS_SCHEDULES_DEA	TWS Schedules for DEA	Fujitsu Configuration software
TWS_SCHEDULES_MASTER	TWS Schedules Master	Fujitsu Configuration software
TWS_SCHEDULES_NPS	TWS Schedules for NPS	Fujitsu Configuration software
TWS_SCHEDULES_SAP	TWS Scripts for SAP servers	Fujitsu Configuration software
TWS_SCHEDULES_SSC	TWS Schedules for SSC	Fujitsu Configuration software
UNIX_INTEGRATION_BUILD	Unix Integration Build fixes	Fujitsu Configuration software
UNIX_INTEGRATION_POST_BUILD	Unix Integration Post Build scripts	Fujitsu Configuration software
UNIX_INTEGRATION_POST_BUILD_BMX	Integration Post Build scripts for BMX (Bal Monitoring platform)	Fujitsu Configuration software
UNIX_INTEGRATION_POST_BUILD_CON	Integration Post Build scripts for Aurora Console server	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
UNIX_INTEGRATION_POST_BUILD_MANUAL	Unix Post Build Manual Instructions	Fujitsu Configuration software
UNIX_INTEGRATION_POST_BUILD_NRS	Integration Post Build scripts for NRS (Network Radius Server)	Fujitsu Configuration software
UNIX_INTEGRATION_POST_BUILD_R3D	Integration post build scripts for SAP R3 Database Server	Fujitsu Configuration software
UNIX_INTEGRATION_POST_BUILD_RGI	Integration Post Build scripts for RGI (RDT version of DGI)	Fujitsu Configuration software
UNIX_INTEGRATION_POST_BUILD_RHL5	Integration post build scripts for Redhat 5	Fujitsu Configuration software
UNIX_INTEGRATION_POST_BUILD_RLS	Integration Post Build scripts for RLS	Fujitsu Configuration software
UNIX_INTEGRATION_POST_BUILD_RSH	Integration Post Build scripts for RSH	Fujitsu Configuration software
UNIX_POST_BUILD_BDS	Unix Post Build for BDS	Fujitsu Configuration software
UNIX_POST_BUILD_BRDB	Unix Post Build for BRDB	Fujitsu Configuration software
UNIX_POST_BUILD_BRS	Unix Post Build for BRS	Fujitsu Configuration software
UNIX_POST_BUILD_NPS	Unix Post Build for NPS	Fujitsu Configuration software
UNIX_POST_BUILD_RL	Unix Post Build for RL	Fujitsu Configuration software
UNIX_SUPPORT_UTILS	Unix Support Utilities	Fujitsu Configuration software
UNX_ITM_LOGHOUSEKEEP	IBM Tivoli Monitoring: UNIX Log Housekeeping	Fujitsu Configuration software
UNX_ITM_LOGHOUSEKEEP_BAL_CFG	ITM UA Logfile Housekeeping Configuration File - BAL Platform Specific	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
UNX_ITM_LOGHOUSEKEEP_BMX_CFG	ITM UA Logfile Housekeeping Configuration File - BMX Platform Specific	Fujitsu Configuration software
UNX_ITM_LOGHOUSEKEEP_EMM_CFG	ITM UA Logfile Housekeeping Configuration File - EMM Platform Specific	Fujitsu Configuration software
UNX_ITM_LOGHOUSEKEEP_EMS_CFG	ITM Housekeeping Product for EMS platform	Fujitsu Configuration software
UNX_ITM_LOGHOUSEKEEP_EPM_CFG	ITM Housekeeping Product for EPM platform	Fujitsu Configuration software
UNX_ITM_PROCESS	ITM Unix File process Monitor	Fujitsu Configuration software
UNX_ITM_PROCESS_BAL_CFG	Unix ITM Process for BAL Config	Fujitsu Configuration software
UNX_ITM_PROCESS_BDB_CFG	IBM Tivoli Monitoring Universal Agent BDB ProcessMonitor Configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_BDS_CFG	IBM Tivoli Monitoring Universal Agent BDS ProcessMonitor Configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_BMX_CFG	Unix ITM Process for BMX Config	Fujitsu Configuration software
UNX_ITM_PROCESS_BRS_CFG	IBM Tivoli Monitoring Universal Agent BRS ProcessMonitor Configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_CAC_CFG	ITM Process Monitoring Configuration for CAC Platform	Fujitsu Configuration software
UNX_ITM_PROCESS_CFG	UNIX ITM Process Monitor Configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_DAT_CFG	IBM Tivoli Monitoring: UNIX Process Monitor - DAT Configuration	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
UNX_ITM_PROCESS_DGE_CFG	ITM Process Monitoring Configuration for DGE Platform	Fujitsu Configuration software
UNX_ITM_PROCESS_DGI_CFG	ITM Process Monitoring Configuration for DGI Platform	Fujitsu Configuration software
UNX_ITM_PROCESS_DNS_CFG	IBM Tivoli Monitoring: UNIX Process Monitor - DNS Configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_DXC_CFG	DXC process monitor configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_EAS_CFG	Process monitor config for EAS	Fujitsu Configuration software
UNX_ITM_PROCESS_EES_CFG	Process monitor config for EES	Fujitsu Configuration software
UNX_ITM_PROCESS_EFS_CFG	Process monitor config for EFS	Fujitsu Configuration software
UNX_ITM_PROCESS_EMD_CFG	Additional Tivoli ITM process monitoring configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_EMM_CFG	Process monitor config for EMM	Fujitsu Configuration software
UNX_ITM_PROCESS_EMS_CFG	Process monitor config for EMS	Fujitsu Configuration software
UNX_ITM_PROCESS_EPM_CFG	IBM Tivoli Monitoring: EPM Process Monitoring Configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_GWS_CFG	Unix ITM Process GWS Configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_KMN_CFG	IBM Tivoli Monitoring: UNIX Process Monitor - KMN Configuration (KSS)	Fujitsu Configuration software
UNX_ITM_PROCESS_NPS_CFG	IBM Tivoli Monitoring: UNIX Process Monitor - NPS Configuration	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
UNX_ITM_PROCESS_NRS_CFG	UNIX ITM Process Monitor Configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_PRS_CFG	UNIX ITM Process Monitor Configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_RHL_CFG	Red Hat Linux process monitoring configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_SAP_CFG	SAP ITM Configuration	Fujitsu Configuration software
UNX_ITM_PROCESS_SOL_CFG	Solaris process monitoring configuration	Fujitsu Configuration software
UNX_ITM_UA_MONDEL	ITM Universal Agent Monitor Deletion	Fujitsu Configuration software
VDX_SVR_CONFIG	VDX Server Configuration	Fujitsu Configuration software
VPN_PIN_READER	VPN_PIN_READER	Fujitsu Configuration software
VPX_SVR_CONFIG	VPX Server Configuration	Fujitsu Configuration software
VSD_SVR_CONFIG	VSD Server Config	Fujitsu Configuration software
VSH_SVR_CONFIG	VSH Server Config	Fujitsu Configuration software
WEB_APOP_SVC	APOP Web Service Application	Fujitsu Configuration software
WEB_CMN_APP_LINUX	Common Web Service Applications Linux	Fujitsu Configuration software
WEB_CMN_HLTH_LINUX	Common Health Check Components Linux	Fujitsu Configuration software
WEB_DC_PREP_APP_LINUX	Web DC Prep App - Linux	Fujitsu Configuration software
WEB_DVLA_SVC	DVLA Web Service Application	Fujitsu Configuration software
WEB_EMULATOR_AEI	AEI Web Emulator	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WEB_EMULATOR_DVLA_CTC	Emulator for DVLA Change Tax Class	Fujitsu Configuration software
WEB_EMULATOR_DVLA_DL	Emulator for DVLA Duplicate Licence	Fujitsu Configuration software
WEB_EMULATOR_DVLA_VED	Emulator for DVLA VED	Fujitsu Configuration software
WEB_EMULATOR_FRAMEWORK	Generic Web Emulator Framework	Fujitsu Configuration software
WEB_EMULATOR_PO_CACT	GWS Emulator for POLO	Fujitsu Configuration software
WEB_EMULATOR_POCA	POCA Web Emulator	Fujitsu Configuration software
WEB_GWS_FRAMEWORK	Generic Web Service Framework	Fujitsu Configuration software
WEB_MGRM_SVC	MGRM Web Service Application	Fujitsu Configuration software
WEB_MGRM_TEST	MGRM Web Service Test Components	Fujitsu Configuration software
WEB_OLCT_SVC	Online Training Web Service	Fujitsu Configuration software
WEB_TCOM_SVC	Web Telecom Service	Fujitsu Configuration software
WEB_VPN_MODS	Modifications for Ireland clone	Fujitsu Configuration software
WIN_AD_ACCOUNT_CONFIG	WIN AD ACCOUNT Config	Fujitsu Configuration software
WIN_AD_ACCOUNT_NT_MAESTRO_MIGONLY	Win AD Accounts	Fujitsu Configuration software
WIN_AD_ACCOUNT_SERVICE_GROUP	Windows AD Account Service Group	Fujitsu Configuration software
WIN_AD_ACCOUNT_SVC_UNIX_CONFIG	Win Ad Account Svc Unix Config	Fujitsu Configuration software
WIN_AD_ACCOUNT_TEMPLATES_CONFIG	Win AD Account Templates Config	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_AD_ACD_RES_PORTS	Script to reserve ports in registry on ACD platform	Fujitsu Configuration software
WIN_AD_DOMAIN_TRUST_AUTHENTICATION_LMHOSTS	Windows Domain Trust	Fujitsu Configuration software
WIN_AD_DOMAIN_TRUST_DOX_PLATFORM	Windows AD Domain Trust DOX Platform	Fujitsu Configuration software
WIN_AD_FSMO_CONFIG	WIN AD FSMO Config	Fujitsu Configuration software
WIN_AD_HORIZON_DOMAIN_TRUST	Win AD Horizon Domain Trust	Fujitsu Configuration software
WIN_AD_NT_DOMAIN_TRUSTS_RECONFIG	Windows AD-NT Domain Trusts Reconfig	Fujitsu Configuration software
WIN_AD_POLICY_ACD_CONFIG	Win AD Policy	Fujitsu Configuration software
WIN_AD_POLICY_AUDIT_WRKSTN	Win AD Policy for Audit Workstation	Fujitsu Configuration software
WIN_AD_POLICY_CONFIG	Windows AD Policy Config	Fujitsu Configuration software
WIN_AD_POLICY_ENABLER	Windows AD Policy Enabler	Fujitsu Configuration software
WIN_AD_POLICY_IKEY_LOGON	Win AD Policy iKey Logon	Fujitsu Configuration software
WIN_AD_POLICY_IKEYEXEMPT_SSN	WIN AD Policy IKEYEXEMPT SSN	Fujitsu Configuration software
WIN_AD_POLICY_KSN_CONFIG	Win AD Policy for KSN Config	Fujitsu Configuration software
WIN_AD_POLICY_LOGON	Windows Active Directory Group Policy Logon Script	Fujitsu Configuration software
WIN_AD_POLICY_PCI	Windows Active Directory Group Policy PCI Security and Auditing	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_AD_POLICY_PODG_SUDOER_CONFIG	Request for PODG SUDOER AD policy	Fujitsu Configuration software
WIN_AD_POLICY_SERVERS	Windows AD Policy Servers	Fujitsu Configuration software
WIN_AD_POLICY_SMC_SUDOER_CONFIG	SMC SUDOER Security GPO config	Fujitsu Configuration software
WIN_AD_POLICY_WORKSTATION	Win AD Policy Workstation	Fujitsu Configuration software
WIN_AD_ROLES_CONFIG	Windows Active Directory Roles Config	Fujitsu Configuration software
WIN_AD_SEC_CERT_TEMPLATES	Windows Security	Fujitsu Configuration software
WIN_AD_SITE_CONFIG	WIN AD SITE Config	Fujitsu Configuration software
WIN_AD_SUB_CA_CONFIG	Windows AD SUB CA Config	Fujitsu Configuration software
WIN_AD_TERMINAL_SVC_GROUP	WIN AD Terminal SVC Group	Fujitsu Configuration software
WIN_AD_TERMINAL_SVC_LIC_CONFIG	Windows AD Terminal SVC LIC Config	Fujitsu Configuration software
WIN_BSW_PR_EMC_CFG	Production only - EMC.cfg file	Fujitsu Configuration software
WIN_CLONE_SCRIPTS	W2003 Clone Management Scripts	Fujitsu Configuration software
WIN_DC_ACD_REBUILD	Windows DC ACD Rebuild	Fujitsu Configuration software
WIN_DC_AD_BUILD	Windows 2003 Active Directory Build Configuration	Fujitsu Configuration software
WIN_DC_AD_BUILD_AUTO	WIN_DC_AD_BUILD_AUTO	Fujitsu Configuration software
WIN_DC_DNS_BUILD_CONFIG	Windows 2003 DNS Build Configuration	Fujitsu Configuration software
WIN_DEPLOY_CONFIG	Windows Deploy Scripts	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_DOMAIN_TRUST_REMOVAL	Windows Domain Trust	Fujitsu Configuration software
WIN_EDS_AUDITPOINT	Event Audit Processing	Fujitsu Configuration software
WIN_EDS_EAPSCHEMA	Oracle Schema Update for EAP_ADMIN	Fujitsu Configuration software
WIN_EDS_EMALERT	OEM alerting to Windows event log	Fujitsu Configuration software
WIN_EDS_EMDBBRLINK	EDS Interface Tables for Branch Router RCF Targeting	Fujitsu Configuration software
WIN_EDS_EMREPDB	OEM 10.2.0.4 database instance emrep configuration	Fujitsu Configuration software
WIN_EDS_EMREPINSTANCE	Windows EDS EMREP Instance	Fujitsu Configuration software
WIN_EDS_ERP_CFG	EDS manual configuration for access from the reporter database	Fujitsu Configuration software
WIN_EDS_EXCPTNAGENT	Windows EDS Database Exception Agent	Fujitsu Configuration software
WIN_EDS_EXCPTNAGENT_CFG	EDS Unhandled Exception Writer	Fujitsu Configuration software
WIN_EDS_EXCPTNAGENT_CFG_MANCFG	Exception Agent configuration of credential files	Fujitsu Configuration software
WIN_EDS_EXCPTNMON_CFG	App Monitor User schema creation	Fujitsu Configuration software
WIN_EDS_EXCPTNMON_ORA	APEX Oracle Support Package	Fujitsu Configuration software
WIN_EDS_EXCPTNMON_WKS	APEX Workspace and User creation	Fujitsu Configuration software
WIN_EDS_HBSCHEMA	Heartbeat and statistical monitoring	Fujitsu Configuration software
WIN_EDS_MEMORY	WIN_EDS_MEMORY	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_EDS_ODBCS	EDS ODBC Data Source	Fujitsu Configuration software
WIN_EDS_OEM11G_POSTCONFIG	Postconfiguration of EMREP database for OEM 11g Upgrade	Fujitsu Configuration software
WIN_EDS_OEM11G_PRECONFIG	Preconfiguration of EMREP database for OEM 11g Upgrade	Fujitsu Configuration software
WIN_EDS_OEMLSTNRMON	OEM Listener Monitor	Fujitsu Configuration software
WIN_EDS_OEMMONUSER	OEM Listener Monitor user creation	Fujitsu Configuration software
WIN_EDS_OESPOSTCONFIG_DB	EDS database update required after installing patch WIN_OES_OMSSW, and before patch WIN_OES_OMSSWPATCH, on the OES	Fujitsu Configuration software
WIN_EDS_OESPRECONFIG_DB	EDS database update required prior to installing product WIN_OES_OMSSW on the OES	Fujitsu Configuration software
WIN_EDS_OESPRECONFIG_MAN	Manual configuration steps required in OEM prior to the OES platform build	Fujitsu Configuration software
WIN_EDS_OMDBAUDIT	Audit triggers for OMDB to EDS Migration	Fujitsu Configuration software
WIN_EDS_OMDBMIGRATION_MANUAL	Manual migration steps for OMDB to EDS Migration	Fujitsu Configuration software
WIN_EDS_OMDBSCHEMA	Schema object creation for OMDB to EDS Migration	Fujitsu Configuration software
WIN_EDS_OMDBUSERS	User and schema creation for OMDB to EDS Migration	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_EDS_OMDBWEB	Web packaged procedures for OMDB to EDS Migration	Fujitsu Configuration software
WIN_EDS_OMSDISABLE	Disabling of the OMS service on the EDS once the OES platform is fully operational and all OEM agents are reporting to it	Fujitsu Configuration software
WIN_EDS_POMSSCHEMA	EDS Schema for POMS	Fujitsu Configuration software
WIN_EDS_QOSCONFIG_DATA	WIN EDS QoS Configuration Data	Fujitsu Configuration software
WIN_EDS_QOSENGINE	WIN EDS QoS Engine	Fujitsu Configuration software
WIN_EDS_QOSPARTMGMT	WIN EDS QoS Part Management	Fujitsu Configuration software
WIN_EDS_QOSSCHEMA	WIN EDS QoS Schema	Fujitsu Configuration software
WIN_EDS_QOSTRIGGERS	WIN EDS QoS Triggers	Fujitsu Configuration software
WIN_EDS_QOSWEB	Network QoS Workspace	Fujitsu Configuration software
WIN_EDS_QOSWEBWS	Network QoS Workspace	Fujitsu Configuration software
WIN_ERP_EDS_CFG	ERP manual configuration to access the EDS and OMDB databases.	Fujitsu Configuration software
WIN_ERP_MEMORY	WIN_ERP_MEMORY	Fujitsu Configuration software
WIN_ERP_REP_HOUSEKEEPER	ERP Reporter Housekeeping	Fujitsu Configuration software
WIN_ERP_REPSCHEMA	Oracle Schema Update for REPORTER	Fujitsu Configuration software
WIN_ERP_TEMREPCONFIG	Configuration of Netcool/Reporter for TEM access	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_ERP_TEMREPORTS	Example reports using Netcool/Reporter against TEM data	Fujitsu Configuration software
WIN_EST_PAGEFILE_SIZE	change the pagefile settings on the EST	Fujitsu Configuration software
WIN_EUI_MEMORY	WIN_EUI_MEMORY	Fujitsu Configuration software
WIN_GETLOGS	Get Logs (Collects package install and event viewer logs)	Fujitsu Configuration software
WIN_HST_FILE_UPDATE_CONFIG	Windows Hosts File Update Config	Fujitsu Configuration software
WIN_INTEGRATION_POST_BUILD	Windows Post Build Scripts	Fujitsu Configuration software
WIN_ISSCRIPT_ENGINE	Windows IS Script Engine	Fujitsu Configuration software
WIN_ITM_DB2AGENTBASE_CFG	Windows ITM DB2 Agent Base Configuration	Fujitsu Configuration software
WIN_ITM_DWHBASE_CFG	IBM Tivoli Monitoring Datawarehouse Configuration	Fujitsu Configuration software
WIN_ITM_LOGHOUSEKEEP	IBM Tivoli Monitoring: Windows Log Housekeeping	Fujitsu Configuration software
WIN_ITM_NCO_PROBE_RESTART	Product to restart NCO log probe once a day	Fujitsu Configuration software
WIN_ITM_ODBCINST	EDS Heartbeat installation	Fujitsu Configuration software
WIN_ITM_PROCESS	IBM Tivoli Monitoring: Windows Service Monitor	Fujitsu Configuration software
WIN_ITM_PROCESS_CFG	Windows ITM Service Monitor Configuration	Fujitsu Configuration software
WIN_ITM_SITCFG	ITM Situations Configuration	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_ITM_TEPS_BMX	WIN ITM BMX TEPS Support	Fujitsu Configuration software
WIN_ITM_TEPS_CFG	ITM6 TEPS CONFIGURATION	Fujitsu Configuration software
WIN_ITM_TEPS_NETCOOL	WIN ITM TEPS Support for Netcool agent	Fujitsu Configuration software
WIN_ITM_TEPS_NRSRADIUS	NRS RADIUS AUTH Log Monitoring Agent TEPS component	Fujitsu Configuration software
WIN_ITM_TEPS_PRSRADIUS	PRS RADIUS AUTH Log Monitoring Agent TEPS component	Fujitsu Configuration software
WIN_ITM_TEPS_TWS	WIN ITM TEPS Support for TWS agent	Fujitsu Configuration software
WIN_ITM_TEPSAD_CFG	IBM Tivoli Monitoring TEPS AD Configuration	Fujitsu Configuration software
WIN_ITM_TEPSDM_CFG	IBM Tivoli Monitoring for Databases Configuration	Fujitsu Configuration software
WIN_JOIN_TO_DOMAIN_BUILD_CONFIG	Windows Join To Domain Configuration	Fujitsu Configuration software
WIN_JOIN_TO_DOMAIN_BUILD_SSN	Windows Join To Domain Build for SSN	Fujitsu Configuration software
WIN_LOCAL_PLATFORM_ACCOUNT_RSG	Win Local Platform Account	Fujitsu Configuration software
WIN_MAN_FOUNDATION_CONFIG	Windows Manual Foundation Config	Fujitsu Configuration software
WIN_MSS_PAGEFILE_SIZE	WIN MSS Change Pagefile Size	Fujitsu Configuration software
WIN_NBU_CLIENT	W2003 NetBackup Client	Fujitsu Configuration software
WIN_NCO_NETINFBASE	Windows NCO Net Interface Base	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_NCO_PROBE_RESTART	This is an intrim Netcool Probe fix product for ERP, EDS, EUI Windows platforms	Fujitsu Configuration software
WIN_NCO_PROBEVPN_CFG	Probe configuration	Fujitsu Configuration software
WIN_NCO_PROBEWIN_CFG	Design Part WIN_NCO_PROBEWIN_CFG.A	Fujitsu Configuration software
WIN_NCO_PROBEWIN_MON	Windows Netcool Probe Monitor	Fujitsu Configuration software
WIN_NPC_NIC_CONFIG	Windows NPC NIC Configuration	Fujitsu Configuration software
WIN_NPC_TERM_SERV_CONFIG	Windows NPC Terminal Server Configuration	Fujitsu Configuration software
WIN_OEM_HTTPCONFIG	Oracle Enterprise Manager HTTP Configuration	Fujitsu Configuration software
WIN_OES_OMSCONFIG	Creation of OMS after software installed	Fujitsu Configuration software
WIN_OES_OMSSWPATCH	Installation of OMS software patch 10.2.0.4	Fujitsu Configuration software
WIN_OES_PAGEFILE_SIZE	Change Pagefile Size	Fujitsu Configuration software
WIN_ORA_DBAUSERCONFIG	Oracle DBA User Configuration	Fujitsu Configuration software
WIN_ORA_REMOTETNSNAMES	Windows EDS Remote TNS Names Merge Script	Fujitsu Configuration software
WIN_PLAT_PERM	Windows Platform Permissions	Fujitsu Configuration software
WIN_PLATFORM_SECURITY_FOLDERS	WIN Platform Security Folders	Fujitsu Configuration software
WIN_PLATFORM_SECURITY_REMOVE_MAEARC_SHARE	Windows Platform Security	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_PLATFORM_SECURITY_SHARES	WIN Platform Security Shares	Fujitsu Configuration software
WIN_PLATFORM_SECURITY_USERS_PERMS	Windows Platform Security	Fujitsu Configuration software
WIN_REBOOT	Windows Reboot	Fujitsu Configuration software
WIN_SENTRY_VDX	Windows Sentry VDX	Fujitsu Configuration software
WIN_SENTRY_VPX	Windows Sentry VPX	Fujitsu Configuration software
WIN_SMG_BACKUP	SYSMAN Windows Backup	Fujitsu Configuration software
WIN_SMG_HOUSEKEEP	Generic Windows housekeeping script for SYSMAN Windows Platforms	Fujitsu Configuration software
WIN_SMG_INSTSUPPLIB	Windows SMG Install Support Library	Fujitsu Configuration software
WIN_SMG_REBOOT	Windows SMG Reboot	Fujitsu Configuration software
WIN_SMG_REBOOT2	SMG Support Tool - Windows Reboot	Fujitsu Configuration software
WIN_SNMP_CONFIG	Installs/configs the SNMP service	Fujitsu Configuration software
WIN_SSN_LOCAL_GROUP_ADD	WIN SSN Local Group Add	Fujitsu Configuration software
WIN_SSN_RDP_SSL_CONFIG	Windows SSN RDP SSL Config	Fujitsu Configuration software
WIN_SSN_SECURITY_CONFIG	Win SSN Security Config	Fujitsu Configuration software
WIN_SSN_SUB_CA_WEBSITE_CONFIG	Windows SSN SUB CA Website Config	Fujitsu Configuration software
WIN_TEM_AIRGAP	IBM TEM Airgap Tool and Response File	Fujitsu Configuration software
WIN_TEM_AIRGAP_INSTALL	Installation Instructions for TEM Airgap File	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_TEM_AIRGAP_UPDATE	IBM TEM Airgap Response File	Fujitsu Configuration software
WIN_TEM_ANALYSIS_INGENICO	TEM Analysis for PIN Pad Configuration	Fujitsu Configuration software
WIN_TEM_CATCHUPMON	Monitoring process for counter catchup	Fujitsu Configuration software
WIN_TEM_CLIENT_HELPER	Client Helper for Tivoli Endpoint Manager	Fujitsu Configuration software
WIN_TEM_CONFIG	Tivoli Endpoint Management (TEM) Configuration	Fujitsu Configuration software
WIN_TEM_DIAGHOUSEKEEP_CONFIG	Configuration of housekeeping for counter diagnostics	Fujitsu Configuration software
WIN_TEM_HSDTASKS	HSD TEM Support Tasks	Fujitsu Configuration software
WIN_TEM_INGENICOTASKS	Automated Tasks for Ingenico Management	Fujitsu Configuration software
WIN_TEM_ISDNSETTINGS	Relay settings for ISDN counters	Fujitsu Configuration software
WIN_TEM_MASTER_ACTIONSITE	WIN TEM configuration for Master Actionsite	Fujitsu Configuration software
WIN_TEM_MSSTASKS	MSS TEM Support Tasks	Fujitsu Configuration software
WIN_TEM_PAGEFILE_SIZE	Pagefile modification to TEM platform	Fujitsu Configuration software
WIN_TEM_PROPERTYMAPPER	Property Mapper Utility for TEM	Fujitsu Configuration software
WIN_TEM_RDPACKAGE	WIN TEM Reference Data Packaging	Fujitsu Configuration software
WIN_TEM_RIGHTCLICK	IBM TEM SUpporting Files for Console Right Click	Fujitsu Configuration software
WIN_TEM_SERVERUTILS	IBM TEM Server Utilities	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_TEM_SMCTASKS	SMC TEM Support Tasks	Fujitsu Configuration software
WIN_TEM_SQLBACKUP	IBM TEM SQL Server Backup Scripts	Fujitsu Configuration software
WIN_TEM_SQLSECURITY	IBM TEM SQL Server Security Configuration	Fujitsu Configuration software
WIN_TEM_SQLUSERCONFIG	IBM TEM SQL Server User and Group Configuration	Fujitsu Configuration software
WIN_TEM_SQLVIEWS	TEM reporting views for Netcool/Reporter	Fujitsu Configuration software
WIN_TEM_SSCTASKS	WIN TEM configuration for SSC Tasks	Fujitsu Configuration software
WIN_TEM_SWPACKAGE	WIN TEM Release Note Packaging	Fujitsu Configuration software
WIN_TEM_SYSMANTABLES	Tables for TEM sotware and reference data delivery tasks	Fujitsu Configuration software
WIN_TEM_SYSMANTASKS	IBM TEM Fixlets for the SYSMANTasks Site	Fujitsu Configuration software
WIN_TEM_SYSMANTASKS_POSTPROCESS	Manual Post Installation Instructions for WIN_TEM_SYSMANTASKS	Fujitsu Configuration software
WIN_TEM_UPLOADPROCESSOR	File processor for onward delivery	Fujitsu Configuration software
WIN_TIME_AD_CLIENT_CONFIG	Windows Active Directory NTP Client	Fujitsu Configuration software
WIN_TIME_AD_SERVER_CONFIG	Windows 2003 Active Directory Server NTP Client	Fujitsu Configuration software
WIN_TIME_BPL_SERVER_CONFIG	Bootplatform Time Synch Config	Fujitsu Configuration software
WIN_TMS_CONFIG	Microsoft Windows 2003 Terminal Server Service Config	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
WIN_TMS_LICENSE_CONFIG	Microsoft Windows 2003 Terminal Server Licensing Service Config	Fujitsu Configuration software
WINDOWS_DISK_PARTITION_ARC	Windows Disk Partition ARC	Fujitsu Configuration software
WINDOWS_DISK_PARTITION_BPL	WINDOWS DISK PARTITION BPL	Fujitsu Configuration software
WINDOWS_DISK_PARTITION_DCM	Windows Disk Partition DCM	Fujitsu Configuration software
WINDOWS_DISK_PARTITION_EDS_CONFIG	Windows Disk Partition EDS Config	Fujitsu Configuration software
WINDOWS_DISK_PARTITION_EST	WINDOWS DISK PARTITION EST	Fujitsu Configuration software
WINDOWS_DISK_PARTITION_GENERIC	Windows Disk Partition Generic	Fujitsu Configuration software
WINDOWS_DISK_PARTITION_SSC	Windows Disk Partition SSC	Fujitsu Configuration software
WINDOWS_DISK_PARTITION_TEM	Windows Disk Partition TEM	Fujitsu Configuration software
WINXP_TIME_AD_CLIENT_CONFIG	Windows XP Time AD Client Config	Fujitsu Configuration software
Auto PVB cutter	Tool written by integration to automatically cut PVBs for certain teams - reducing the time and training required to use dimensions. Used by Integration	Fujitsu Configuration software
BAL Amalgamation DB	Compiles 20 BAL log files into a searchable database. Used by SSC Includes SQL Server 2005 enterprise, rsync, bash scripts	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
BCMS	Corporate webpage to check and update Branch details. Used by OBC,SSC and Test. Includes Apache Tomcat 5, Java	Fujitsu Configuration software
Branch Access Times	Stand alone executable tool that allows keying of the opening hours when a branch would accept an engineer visit into TfS incidents. Used by HSD (transferred to D1).	Fujitsu Configuration software
CAPMAN	Capacity management 'closed' reporting website. Used by SSC	Fujitsu Configuration software
Counter automation	Automate the running standard test scripts on the counter software. Used by SSC (RDT), Test	Fujitsu Configuration software
HNGX_Snapshot	Produces snapshot of Reference Data for Comparison tools. Used by SSC	Fujitsu Configuration software
HORIce	Corporate monitoring and 'closed' query service. Used by SSC, SMC, ISD, Service Management. Includes Apache Tomcat 6, Java 6, SQL Server 2005, Jquery	Fujitsu Configuration software
HRDP (RDP) (includes HRDPGenerator & HRDP_Run)	Produces Type X data for input to RDMC. Used by SSC	Fujitsu Configuration software

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
ISD Knowledge Website (Zanzibar)	Knowledge base and opperational support information Used by ISD	Fujitsu Configuration software
MessageBroadcastPrep	Used to prepare MBS. Used by SSC, SMC.	Fujitsu Configuration software
MessageSubmission	Application on RDMC workstation to send MBS data to offices. Used by SSC.	Fujitsu Configuration software
Modified SCM-TOOLS	Versions of the SCM-TOOLS from SCM that have been modified to fit into the Integration toolset. Used by Integration.	Fujitsu Configuration software
OBC Database	OBC Access database, reads emailed requests from POL, transfer data to BCMS. Used by OBC	Fujitsu Business Change Management Toolset
Peak	Incident/Problem/Release toolset. Used by 2nd, 3rd and 4th line support teams, reconcilation, test, integration, release management, service management, audit, ISD Includes Java 4.2 EE, JRUN4, SQLServer 2000, Oracle Client, HDI, QC Interface.	Fujitsu Incident/Problem/Release Toolset
Peak command line tooling	Client side scripts to carry out automated updates to Peak incidents. Used by Integration	Fujitsu Incident/Problem/Release Toolset

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
Peak Handler	Tool written by integration to automatically hand off peak calls to other teams and assign relevant data to that peak. Used by Integration	Fujitsu Incident/Problem/Release Toolset
PPPT	PinPadPreparationTool - processes PinPad database from POL for sending to counters. Used by SSC.	Fujitsu Pin Pad Management toolset
Product Tags system	Tags database (Excel) manipulated by Integration scripted tooling (Unix AND Windows) to automatically generate tags, cut them into a PVB and then process them into a DPVB for release to test. Used by Integration	Fujitsu Configuration software
PVCS Tooling	web site, server-side and client-side tooling for PVCS Used by Integration, Change Management	Change, Document and Configuration Management Toolset
QC to Peak Interface	Custom database to manage transfer of defect to Peak for incident/problem/release management. Used by Test, SSC	Fujitsu Incident/Problem/Release Toolset
RDMC Reports	Produces report data from Type A data loaded into RDMC. Used by SSC.	Reporting Toolset
RDORF Calculator	Produces monthly stats for POL Used by SSC	Reporting Toolset

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RDT AP_Data	Used to generate daily AP reports. Used by SSC.	Reporting Toolset
RDT Auto e-mailer	This application is used to send e-mail messages automatically. Used by SSC.	Messaging Toolset
RDT ComparisonTool	Used to prepare and analyse Reference Data from Counters - used to supply POL with data as required by CS/PRD/058. Used by SSC.	Reporting Toolset
RDT Messages system	Task and systems monitoring by presentation of messages. Used by SSC.	Monitoring Toolset
RDT Replay	Used to replay RDMC workstation actions on test rigs Used by SSC.	Fujitsu Incident/Problem/Release Toolset
RDT reporting	A number of spreadsheets used to provide POL with daily and monthly stats on changes. Used by SSC	Reporting Toolset
RDT_Schedmon	Used to monitor schedules on RDT Live platforms and test systems controlled by RDT. Used by SSC.	Scheduling Toolset
RDT_Schedule	Runs a set of schedule applications on data arriving from Live system to RDT systems. Used by SSC.	Reporting Toolset

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
Release Man DB	Access database to collate release data from Dimensions, Peak, Tivoli to perform reportrs and catchup checks Release management	Reporting Toolset
RigRunner	Runs scheduled jobs on test rigs. Used by SSC, Test	Scheduling Toolset
SCM Command Line Tooling	Client side scripts used to carry out SCM procedures. Used by Change Management, Integration, Release Management.	Fujitsu Incident/Problem/Release/Change Toolset
SCM Server-side tooling	Software that keeps the Dimensions database up to date internally and with regard to PEAK. Plus housekeeping. Used by Change management	Change Management Toolset
SMCWEB (old custom Oracle web pages)	Bespoke website to query Tivoli database. SMC, SSC, OBC	Reporting and Monitoring Toolset
SSC Web Monitor	Monitors transaction failure rates from BRSS and BMX. Used mas the source for HORIce monitors. Used by SSC Includes Apache Tomcat 6, Java 6, SQL Server 2005	Monitoring Toolset
SSC WebSite	KELs, Document search, WI, SI, MI, Events, Rotas and Calendar. Used by SSC, SMC, Development, ISD, Test, Release Management, Audit Includes Apache Tomcat 5, Java 5, SQLServer 2005, Lucene.	Fujitsu Management Toolset

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SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
TDCT	Token Data Capture Tool used by POL to capture AP tokens. Used by SSC.	Fujitsu Incident/Problem Toolset
User Access Database	Access database detailing all POA users and what access they have to the systems, e.g. Peak, Live etc. Used by Security	User Management Toolset
Various Emulators ETU ,DCS, DVLA, NWB, Track and Trace	Test emulators such that services can be tested without live connectivity.	Test Toolset
XCC	SLT calculations for Engineering, Availability and Core SLTs. Used by HSD. Includes Apache Tomcat 6, Java, Oracle Client, SQL Server 2005	Time Management Toolset
Yellowman	Automated reference data loader, includes integrity checks for incoming reference data changes. Used by SSC.	Test Toolset
WEB_EMULATOR_SUPPORT_LIBS	Generic Web Emulator Supporting Libraries	Test Toolset
WEB_GWS_SUPPORT_LIBS	Generic Web Service Framework 3rd Party Support Libraries	Test Toolset
APOP_SP_WKS_CONFIG	APOP support workstation	Fujitsu Configuration software
SSC_SEARCH_CONFIG	SSC Search	Fujitsu Monitoring

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Annex B

Specified Third Party Software

SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
ACTIVE_STATE	BPL_ACTIVEPERL_V5_8	BPL Active Perl v5.8.8	Developer Toolset
ACTIVE_STATE	WIN_SMG_ACTIVEPERL	Windows SMG Active Perl v5.8.8 Config	Developer Toolset
ACTIVE_STATE	WIN_SMG_ACTIVEPERL	Windows SMG Active Perl v5.8.8 Config	Activestate Perl
ADOBE	WIN_ADOBE_FPP	Adobe Flash Player Plugin 11	Adobe Application Interface for browser
ADOBE	WIN_SMG_ADOBEFP10	Adobe Flash Player 10	Adobe Software
APACHE	APACHE_TOMCAT_RUNTIME_V6_0_14	Apache Tomcat Server	Webserver
APACHE	APACHE_TOMCAT_RUNTIME_V6_0_29	Apache Tomcat Installation Executable	Webserver
APACHE	BPL_TOMCAT_BASE_CONFIG	BPL Tomcat Base Config	Webserver
APACHE	JDK_V5_JARS_LOG4J_CONFIG	JDK 5 jars - Log4j	Webserver Libraries
APACHE	MA_TRANSFER_SUPPORT_LIBS	Java library files for the MA FT	Webserver Libraries
APACHE	WEB_EMULATOR_SUPPORT_LIBS	Generic Web Emulator Supporting Libraries	Webserver Libraries
APACHE	WEB_GWS_SUPPORT_LIBS	Generic Web Service Framework 3rd Party Support Libraries	Webserver Libraries
APACHE	Chainsaw	Viewer to read log files created by the standard Log4J. Used by SSC, Development	Log file viewer
APACHE	Subversion 1.3	Source control server for windows. Used by SSC	Software Version Control System

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
APACHE	RHL_ANT_CONFIG	Apache Ant v1.6.5 Config	Apache Configuration software
BITVISE	BPL_SSH_SERVER	BPL BitVise SSH Server	Remote Access Secure Shell Server
BLADESDEV	SSN_C_DRIVE_CONFIG	Configure SSN C drive	Configurtation Tool
BT	BT Openreach Portal	BT fault logging system used for ISDN lines. Used by HSD.	Logging System
BT	KBD	Knowledge based diagnosics - for checking ADSL lines. Used by HSD	ADSL checking tool
BUGOOSOFT	FileSafe	Encryption software. Used by Security	Encryption tool
CARLO_GAVAZZI_COMPUTING	SOL_CON_AURORA_CONFIG	Aurora Control Tower Software	Console Management System
CATALYST_DEVELOPMENT	CAT_SOCK_REDIST_CONF	Catalyst SocketTools Secure Visual Edition v5.0 Redist Config	.Net & Active X Software Libraries
CISCO	CISCO_SECURITY_MANAGER_CLIENT	NFM platform Cisco Security Manager v3.2.2 Client software	Tool to manage Security across Cisco Devices
CISCO	CISCO_SECURITY_MGR	Cisco Security Manager	Tool to manage Security across Cisco Devices
CISCO	CISCOWORKS_LMS	NCW Server	Tool to administer, configure and monitor Cisco Devices
CISCO	CISCO_SW_FW_76	Cisco 300 Switch firmware	CISCO toolset
CITRIX	WIN_PV_DRIVERS	Windows PV Drivers	Virtualised Solution Drivers
CITRIX	WIN_PV_DRIVERS_MAN	Windows PV Drivers Manual	Virtualised Solution Drivers
CODEHAUS	WEB_GWS_SUPPORT_LIBS	Generic Web Service Framework 3rd Party Support Libraries	Java Librarires
CPAN	CACTI	Network monitoring server	Network Management Tool

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
CYGWIN	CYGWIN_CONFIG	CYGWIN Config	Allows a Linux Operating System Environment for Windows
CYGWIN	CYGWIN_X	Cygwin X-Windows Server	Allows a Linux Operating System Environment for Windows
EGENERA	BF_CONFIG_SCRIPTS	Bladeframe Config Scripts	Configuration for Stateless Servers (Blades)
EGENERA	PR_BLADEFRAME_CONFIG	PR BladeFrame Config	Configuration for Stateless Servers (Blades)
EGENERA	RHEL45_BOOT_IMAGES	RHEL 4.5 Boot Images	Configuration for Stateless Servers (Blades)
EGENERA	RHEL_EGEN_DRIVER	Egenera Drivers for pblade based Redhat servers	EGENERA drivers
EGENERA	WIN_EGEN_DRIVER	Egenera drivers for pblade based W2003 servers	EGENERA drivers
EMC	CLARIION_DISK_LIBRARY_CONSOLE	CLARiiON Disk Library Console	Storage Array Tools and Library
EMC	EMC_CENTERA_MGMT_TOOLS_V2_4_CONFIG	EMC Centera Management Tools v2.4 Configuration	Storage Array Tools and Library
EMC	EMC_CENTERA_MGT_IN	EMC Centera Management Tools Install	Storage Array Tools and Library
EMC	EMC_NAVISPHERE_CONFIG	EMC Navisphere Agent Config	Storage Array Tools and Library
EMC	EMC_POWERPATH_WIN_CONFIG	EMC PowerPath Windows Config	Storage Array Tools and Library
EMC	CLARIION_DISK_LIBRARY_CONSOLE_CLEANUP	Remove all versions of EMC CLARiiON disk library software	EMC Software Library
EMC	EMC_CENTERA_MGMT_TOOLS_V2_4_CONFIG	EMC Centera Management Tools v2.4 Configuration	EMC Management Tools

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
EMC	EMC_NAVISPHERE_RHL_CONFIG	EMC Navisphere RedHat Linux Config	EMC Configuration Tools
EMC	EMC_NAVISPHERE_SOL_CONFIG	EMC Navisphere Solaris Agent Config	EMC Configuration Tools
EMC	EMC_POWERPATH_RHL_CONFIG	EMC PowerPath RHL Config	EMC Configuration Tools
EMC	EMC_POWERPATH_WIN_UNINSTALL	Windows Powerpath uninstall utility	EMC Configuration Tools
EMC	EMC_SENABLER_SOL_CONFIG	EMC Solutions Enabler for Solaris	EMC Configuration Tools
Emerson Network Power	Aperture Vista	Planning and management of physical data centres	Tracks the customer hardware in data centre racks. Shared across all our hosting customers and is used as part of the POA Service Management Service.
EMULEX	WIN_EMULEX_HB_ANYWHERE_2_1	EMULEX HB ANYWHERE	Storage Array Tools and Library
EMULEX	WIN_HBA_DRV_FIRMWARE_UPD_CONFIG	Delivers updated firmware and drivers for HBAs - installs HBAnyware	Storage Array Tools and Library
EMULEX	RHEL4_5_EMULEX_HBANYWARE	Emulex Firmware Update with HBAnyware	Emulex BUS adapter software
ESET	NT_ESET_AVBE	ESET Antivirus Business Edition	Anti virus toolset for Windowsand Linux
ESET	RHL_ESET_FSU	ESET File Security for UNIX	Anti virus toolset for Windowsand Linux
ESET	WIN_ESET_EAV	ESET Endpoint Antivirus Windows	Anti virus toolset for Windowsand Linux
ESET	WIN_ESET_FSW	ESET File Security for Windows Server	Anti virus toolset for Windowsand Linux
ESET	WIN_ESET_RAC	ESET Remote Administration Console	Anti virus toolset for Windowsand Linux
ESET	WIN_ESET_RAS	ESET Remote Administration Server	Anti virus toolset for Windowsand Linux
ESET UK	WIN_ESET_RAS_CFG	ESET Remote Administration Server Configuration	ESET COTS software
FAD_INFO	SMILEY_FAD_CONFIG	Smiley FAD info	Information about Post Office counters

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
FILEZILLA	WIN_FILEZILLA_INSTALL	Filezilla server and Client	File transfer solution
FSC	PR_BLADEFRAME_CONFIG	PR BladeFrame Config	Storage Array Tools and Library
FSC	SV_SNMP_AGENTS_WIN_CONFIG	Serverview SNMP Agents	Detector and resolver of Server hardware issues
FUJITSU	Crisp	Helpdesk to monitor updates on the hardware call logged. Used by SMC.	Fujitsu Helpdesk Tool
FUJITSU	HDI	Help Desk Interface (was called OTI), standard help desk communication protocol. Used between Peak and TfS and between TfS and D1.	Fujitsu tool to connect Helpdesks
FUJITSU	Wincast SMS	To send out a SMS to a predefined group of POA numbers. Used by SMC	Fujitsu tool for Alerting
FUJITSU SIEMENS	RHL_INTER_APPSRV_ENT	Interstage Application Server Enterprise - Linux	Fujitsu Product
FUJITSU SIEMENS	FJ_SERVERSTART_V6705_CONFIG	Fujitsu Siemens Primergy ServerStart CD1 Version 6.705 Config	Configuration Tool for Fujitsu Servers
FUJITSU SIEMENS	KVM_S3_CLIENT	Fujitsu Siemens KVM S3 Client software (Windows)	Virtual Machine Software
FUJITSU SIEMENS	PR_BLADEFRAME_CONFIG	PR BladeFrame Config	Configuration for Stateless Servers (Blades)
FUJITSU SIEMENS	FJS_MIBS	Vendor Enterprise MIBs	Fujitsu Product
FUJITSU SIEMENS	RHL_TPM_SOAPCLIENT	TPM SOAP Client	Fujitsu Product
FUJITSU SIEMENS	SERVERVIEW_RHL_CONFIG	ServerView RHL Configuration	Fujitsu Product

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
FUJITSU SIEMENS	SERVERVIEW_SOL_CONFIG	ServerView Solaris Configuration	Fujitsu Product
GNU	GPG_4_WIN	Open source GNU PGP	Toolset for encrypting data
GNU	NET_CAT	NetCat TCP/UDP listener	Network Monitoring Toolset
GPG4WIN.ORG	GPG4WIN	File and email encryption software. Used by Test.	Toolset for encrypting data
HELIOS	HELIOS_TEXTPAD_V5_03_CONFIG	Helios Textpad Version 5.03 Config	Text Editor
HELIOS	HELIOS_TEXTPAD_V5_03_CONFIG	Helios Textpad Version 5.03 Config	Script documenting toolset
HEWLETT PACKARD	Quality Centre (QC)	Defect and Test plan manager. Used by Test	Test Management toolset
HEWLETT PACKARD	WinRunner	Automated functional GUI testing tool. Used by Test.	Test Management toolset
HEWLETT PACKARD	RHL_ITM_ATALLA_BASE	Atalla Monitoring Base installation	Cryptography toolset
HEWLETT PACKARD	RHL_ITM_ATALLA_CFG	Atalla Monitoring configuration	Cryptography toolset
HEWLETT PACKARD	WIN_ERP_APSCHEMA	Alarm Point Schema for the ERP	Information Management toolset
HEWLETT_PACKARD	HP_HSM_REMOTE_MNGT_UTILITY_V1_4_CONFIG	HSM Remote Management Utility - SCA Client	Management of Cryptography
HEWLETT_PACKARD	HP_SCA_USB_DRIVERS_V4_CONFIG	SCA USB Drivers	Drivers for a HP SCSI Disk to be able to use USB
HEWLETT_PACKARD	HSM_SYSTEM_SOFTWARE_CONFIG_DELIVERY	HSM System Software Configuration	Management of Cryptography
HEWLETT_PACKARD	OPENVIEW_NNM	Openview Network Node Manager	Network Management Tool
IBM	IBM_JAVA2_SDK_AMD64_1_4_2_13_CONFIG	IBM Java2 SDK AMD64 1.4.2-13 Config	Java Librarires

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
IBM	MAESTRO_NT_GUI	Maestro GUI for NT	Job Scheduler
IBM	MAESTRO_RDT_MASTER_SOLARIS_INSTALL	Maestro Scheduler for Solaris Master Install	Job Scheduler
IBM	RHL_ITM_AGENT	IBM Tivoli Monitoring version 6.2.3 FP0001 Linux Agents	Enterprise Management Tool
IBM	RHL_ITM_AGENT623	IBM Tivoli Monitoring version 6.2.3 Agents RHL	Enterprise Management Tool
IBM	RHL_ITM_AGENTUPGRADE	RHL ITM 6.2.1 FP02 OS and UA agent upgrade product	Enterprise Management Tool
IBM	RHL_ITM_OSAGENTBASE	IBM Tivoli Monitoring OS Agent Base	Enterprise Management Tool
IBM	RHL_ITM_TEMSBASE	IBM Tivoli Monitoring TEMS Base	Enterprise Management Tool
IBM	RHL_ITM_TEMSDM	ITM Database Monitoring TEMS Update	Enterprise Management Tool
IBM	RHL_ITM_TEMSUPGRADE	ITM 6.2.1 FP02 TEMS upgrade product	Enterprise Management Tool
IBM	RHL_ITM_TEMSUPGRADE623	IBM Tivoli Monitoring version 6.2.3 TEMS	Enterprise Management Tool
IBM	RHL_ITM_UNIAGENTBASE	IBM Tivoli Monitoring Universal Agent Base	Enterprise Management Tool
IBM	RHL_NCO_LICSVRBASE	Redhat Enterprise Linux NCO Licence Server Base	Enterprise Management Tool
IBM	RHL_NCO_OMNIBASE	Netcool Omnibus Base	Enterprise Management Tool
IBM	RHL_NCO_OMNIBASE730	IBM Tivoli Netcool OMNIbus 7.3.0 Linux	Enterprise Management Tool
IBM	RHL_NCO_OMNIBUS	IBM Tivoli Netcool OMNIbus 7.3.1 FP0004 Linux	Enterprise Management Tool

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
IBM	RHL_NCO_OMNIPATCH	Linux Netcool Omnibus Fixpack 4	Enterprise Management Tool
IBM	RHL_NCO_OMNIPATCH730	IBM Tivoli Netcool OMNIbus 7.3.0 Linux FP0008	Enterprise Management Tool
IBM	RHL_NCO_ORAGATE730	IBM Tivoli Netcool OMNIbus Oracle Gateway 5.0 Linux	Enterprise Management Tool
IBM	RHL_NCO_PROBEBMC	Netcool Omnibus BMC Probe	Enterprise Management Tool
IBM	RHL_NCO_PROBEEIF730	IBM Tivoli Netcool OMNIbus TEC EIF Probe 11.0 Linux	Enterprise Management Tool
IBM	RHL_NCO_PROBEGLF	IBM Netcool Linux GLF Probe	Enterprise Management Tool
IBM	RHL_NCO_PROBEGLF730	IBM Tivoli Netcool OMNIbus GLF Probe 8.0 Linux	Enterprise Management Tool
IBM	RHL_NCO_PROBESNMP	Netcool Omnibus SNMP Probe	Enterprise Management Tool
IBM	RHL_NCO_PROBESNMP730	IBM Tivoli Netcool OMNIbus SNMP Probe 12.0 Linux	Enterprise Management Tool
IBM	RHL_NCO_PROBESYSLOG	Netcool Omnibus Syslog Probe	Enterprise Management Tool
IBM	RHL_NCO_PROBESYSLOG730	IBM Tivoli Netcool OMNIbus Syslog Probe 7.0 Linux	Enterprise Management Tool
IBM	RHL_NCO_PROBETECAD	Netcool Omnibus TECAD Probe	Enterprise Management Tool
IBM	RHL_NCO_RAD	Red hat Linux Realtime Active Dashboards	Enterprise Management Tool
IBM	RHL_NCO_RADPATCH	IBM Tivoli Business Systems Manager Patch	Enterprise Management Tool
IBM	RHL_NCO_REPGATE	RHL Netcool Omnibus Reporter Oracle Gateway	Enterprise Management Tool

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
IBM	RHL_NCO_SECMANBASE	Netcool Omnibus Security Manager Base	Enterprise Management Tool
IBM	RHL_NCO_TBSM_DATASVR	TBSM Data Server	Enterprise Management Tool
IBM	RHL_NCO_TBSM_EXPORT	TBSM Services Export	Enterprise Management Tool
IBM	RHL_NCO_TBSM_ORAGATE	Netcool Omnibus Oracle Gateway for TBSM	Enterprise Management Tool
IBM	RHL_NCO_WEBTOPBASE	Netcool Omnibus Webtop Base	Enterprise Management Tool
IBM	RHL_NCO_WEBTOPBASE_PATCH	Netcool Webtop Server upgrade to Webtop version 2.1	Enterprise Management Tool
IBM	RHL_TCM_CMBASE	Redhat Enterprise Linux IBM Tivoli Configuration Manager Product Version 1	Enterprise Management Tool
IBM	RHL_TMF_FWKBASE	Tivoli Framework Base	Enterprise Management Tool
IBM	RHL_TMF_FWKPATCH	Tivoli Framework Patches	Enterprise Management Tool
IBM	RHL_TPM_FP2	IBM Tivoli Provisioning Manager Fix Pack 2 v5.1.0.2	Enterprise Management Tool
IBM	RHL_TPM_SVRBASE	RHL Tivoli Provisioning Manager	Enterprise Management Tool
IBM	RHL_TRC_SVRBASE	IBM Tivoli Remote Control Base	Enterprise Management Tool
IBM	SOL_ITM_AGENT623	IBM Tivoli Monitoring version 6.2.3 Agents SOL	Enterprise Management Tool
IBM	SOL_ITM_AGENTUPGRADE	SOL ITM 6.2.1 FP02 OS and UA agent upgrade product	Enterprise Management Tool
IBM	SOL_ITM_OSAGENTBASE	Solaris IBM Tivoli Monitoring OS Agent	Enterprise Management Tool
IBM	SOL_ITM_UNIAGENTBASE	Solaris IBM Tivoli Monitoring Universal Agent Base	Enterprise Management Tool

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
IBM	SOL_NCO_LICSVRBASE	Solaris Enterprise Linux NCO Licence Server Base	Enterprise Management Tool
IBM	SOL_NCO_OMNIBASE	Solaris Netcool Omnibus Base	Enterprise Management Tool
IBM	SOL_NCO_OMNIPATCH	Solaris Netcool Omnibus Fixpack 4	Enterprise Management Tool
IBM	SOL_NCO_PROBESYSLOG	Netcool Omnibus Probe Syslog	Enterprise Management Tool
IBM	TWS_AGENT_LINUX_INSTALL	Tivoli Workload Scheduler for Linux Agent Install	Enterprise Management Tool
IBM	TWS_AGENT_LINUX_UPGRADE_FP5	Tivoli Workload Scheduler for Agent Linux Upgrade FP5	Enterprise Management Tool
IBM	TWS_AGENT_SOLARIS_INSTALL	Tivoli Workload Scheduler for Solaris Agent Install	Enterprise Management Tool
IBM	TWS_AGENT_SOLARIS_UPGRADE_FP5	Tivoli Workload Scheduler for Agent Solaris Upgrade FP5	Enterprise Management Tool
IBM	TWS_AGENT_WINDOWS_INSTALL	Tivoli Workload Scheduler for Windows Agent Install	Enterprise Management Tool
IBM	TWS_AGENT_WINDOWS_UPGRADE_FP5	Tivoli Workload Scheduler for Windows Upgrade FP5	Enterprise Management Tool
IBM	TWS_JSC	Job Scheduling Console (User Interface)	Enterprise Management Tool
IBM	TWS_JSC_UPGRADE_FP6	Job Scheduling Console Fixpack 6	Enterprise Management Tool
IBM	TWS_MASTER_SOLARIS_INSTALL	Tivoli Workload Scheduler for Solaris Master Install	Enterprise Management Tool
IBM	TWS_MASTER_SOLARIS_UPGRADE_FP5	Tivoli Workload Scheduler for Master Solaris Upgrade FP5	Enterprise Management Tool
IBM	TWS_MASTER_SOLARIS_UPGRADE_FP6	Fix Pack 6 for TWS 8.3 (Solaris)	Enterprise Management Tool

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
IBM	TWS_RDT_AGENT_LINUX_INSTALL	Tivoli Workload Scheduler for Linux Agent Install - RDT	Enterprise Management Tool
IBM	TWS_RDT_MASTER_SOLARIS_INSTALL	Tivoli Workload Scheduler for Solaris Master Install - RDT	Enterprise Management Tool
IBM	WIN_DB2_ESE82BASE	IBM DB2 Enterprise Server Edition Base	Enterprise Management Tool
IBM	WIN_IBM_JRE	IBM Java Runtime Environment 1.5.0	Enterprise Management Tool
IBM	WIN_ITM_AGENT623	IBM Tivoli Monitoring version 6.2.3 Agents	Enterprise Management Tool
IBM	WIN_ITM_AGENTUPGRADE	WIN ITM 6.2.1 FP02 OS and UA agent upgrade product	Enterprise Management Tool
IBM	WIN_ITM_DB2AGENTBASE	Windows ITM DB2 Agent Base	Enterprise Management Tool
IBM	WIN_ITM_DWHUPGRADE623	IBM Tivoli Monitoring version 6.2.3 DWH	Enterprise Management Tool
IBM	WIN_ITM_OSAGENTBASE	IBM Tivoli Monitoring OS Agent	Enterprise Management Tool
IBM	WIN_ITM_OSAGENTBASE2	IBM Tivoli Monitoring Windows OS Agent	Enterprise Management Tool
IBM	WIN_ITM_SQLAGENT623	IBM Tivoli Monitoring version 6.2.3 SQL Agent	Enterprise Management Tool
IBM	WIN_ITM_SQLAGENTBASE	ITM SQL Database Monitoring Agent	Enterprise Management Tool
IBM	WIN_ITM_SQLAGENTSUPPORT	ITM SQL Agent support for TEMS	Enterprise Management Tool
IBM	WIN_ITM_TEPSBASE	IBM Tivoli Monitoring TEPS Base	Enterprise Management Tool
IBM	WIN_ITM_TEPSDM	WIN ITM Tivoli Enterprise Portal Server Database Monitoring	Enterprise Management Tool

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
IBM	WIN_ITM_TEPSUPGRADE	ITM 6.2.1 FP02 TEPS upgrade product for Windows	Enterprise Management Tool
IBM	WIN_ITM_TEPSUPGRADE623	IBM Tivoli Monitoring version 6.2.3 TEPS	Enterprise Management Tool
IBM	WIN_ITM_UNIAGENTBASE	IBM Tivoli Monitoring Universal Agent	Enterprise Management Tool
IBM	WIN_NCO_LICSVRBASE	Windows Licence Server Base	Enterprise Management Tool
IBM	WIN_NCO_OMNIBASE	Windows NCO Omni Base	Enterprise Management Tool
IBM	WIN_NCO_OMNIBASE730	IBM Tivoli Netcool Omnibus 7.3.0	Enterprise Management Tool
IBM	WIN_NCO_OMNIBASE731	IBM Tivoli Netcool OMNIbus 7.3.1 Windows	Enterprise Management Tool
IBM	WIN_NCO_OMNIPATCH	Windows Netcool Omnibus Fixpack 4	Enterprise Management Tool
IBM	WIN_NCO_OMNIPATCH731	IBM Tivoli Netcool OMNIbus 7.3.1 FP003 Windows	Enterprise Management Tool
IBM	WIN_NCO_REPORTER	Windows IBM Netcool Reporter	Enterprise Management Tool
IBM	WIN_NCO_TBSM_DASHBOARD	TBSM Dashboard Server	Enterprise Management Tool
IBM	WIN_NCO_WEBGUI730	IBM Tivoli Netcool Omnibus Webgui 7.3.0	Enterprise Management Tool
IBM	WIN_TEM_81608UPGRADE	WIN IBM TEM Infrastructure Upgrade to 8.1.608	Enterprise Management Tool
IBM	WIN_TEM_CONSOLE	IBM TEM Console	Enterprise Management Tool
IBM	WIN_TEM_SERVERBASE	IBM TEM Server Software	Enterprise Management Tool
IBM	WIN_TMF_EPBASE	Windows Tivoli Management Framework Endpoint	Enterprise Management Tool

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
IBM	WIN_TMF_TIVDTSWD	IBM Tivoli Desktop SWD 4.2.3 Config (WIN_TMF_TIVDTSWD)	Enterprise Management Tool
IBM	WIN_TWS_AGENT	Tivoli Workload Scheduler Agent Windows	Enterprise Management Tool
IBM	NT_TEM_AGENT	Tivoli Endpoint Management Agent for NT4	IBM COTS software
IBM	NT_TEM_RELAY	NT TEM Relay	IBM COTS software
IBM	RHL_ITM_NETCOOL_AGENT	RHL ITM Netcool Agent	IBM COTS software
IBM	RHL_NCO_AUDITGATE	Oracle Gateway for Event Audit Point	IBM COTS software
IBM	RHL_NCO_BIGATE	Netcool Bi Directional Gateway	IBM COTS software
IBM	RHL_NCO_ESFBASE	Netcool Omnibus Event Server Framework Base	IBM COTS software
IBM	RHL_NCO_NETINFBASE	Netcool Omnibus Net Interfaces Base	IBM COTS software
IBM	RHL_NCO_OMNIBASE730	IBM Tivoli Netcool OMNIbus 7.3.0 Linux	IBM COTS software
IBM	RHL_NCO_ORAGATE730	IBM Tivoli Netcool OMNIbus Oracle Gateway 5.0 Linux	IBM COTS software
IBM	RHL_NCO_PROBEBMC	Netcool Omnibus BMC Probe	IBM COTS software
IBM	RHL_NCO_PROBETECAD	Netcool Omnibus TECAD Probe	IBM COTS software
IBM	RHL_NCO_PROXYSVRBASE	Netcool Omnibus Proxy Server Base	IBM COTS software
IBM	RHL_NCO_RADPATCH	IBM Tivoli Business Systems Manager Patch	IBM COTS software
IBM	RHL_NCO_REPGATE	RHL Netcool Omnibus Reporter Oracle Gateway	IBM COTS software

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
IBM	RHL_NCO_TBSM_DATASVR	TBSM Data Server	IBM COTS software
IBM	RHL_TEM_AGENT	Tivoli Endpoint Management Agent for Red Hat Linux	IBM COTS software
IBM	RHL_TEM_AGENT_RHEL5	TEM Agent for RHEL5 platforms	IBM COTS software
IBM	RHL_TMF_EPBASE	Tivoli Management Framework Endpoint Base	IBM COTS software
IBM	RHL_TPM_FP2	IBM Tivoli Provisioning Manager Fix Pack 2 v5.1.0.2	IBM COTS software
IBM	RHL_TPM_SVRBASE	RHL Tivoli Provisioning Manager	IBM COTS software
IBM	SOL_ITM_TWS_AGENT	SOL ITM Tivoli Workload Scheduler Agent	IBM COTS software
IBM	SOL_NCO_LICSVRBASE	Solaris Enterprise Linux NCO Licence Server Base	IBM COTS software
IBM	SOL_NCO_PROBEGLF	SOLARIS GLF Probe	IBM COTS software
IBM	SOL_TEM_AGENT	Tivoli Endpoint Management Agent for Solaris	IBM COTS software
IBM	SOL_TMF_EPBASE	Solaris Tivoli Management Framework Endpoint Base	IBM COTS software
IBM	TWS_AGENT_LINUX_INSTALL	Tivoli Workload Scheduler for Linux Agent Install	IBM COTS software
IBM	TWS_AGENT_SOLARIS_INSTALL	Tivoli Workload Scheduler for Solaris Agent Install	IBM COTS software
IBM	TWS_AGENT_WINDOWS_INSTALL	Tivoli Workload Scheduler for Windows Agent Install	IBM COTS software
IBM	TWS_MASTER_SOLARIS_INSTALL	Tivoli Workload Scheduler for Solaris Master Install	IBM COTS software

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
IBM	WIN_ITM_SQLAGENT623	IBM Tivoli Monitoring version 6.2.3 SQL Agent	IBM COTS software
IBM	WIN_ITM_TEPSBASE	IBM Tivoli Monitoring TEPS Base	IBM COTS software
IBM	WIN_NCO_OMNIPATCH_721	Netcool Omnibus Patch 7.2.1	IBM COTS software
IBM	WIN_NCO_OMNIPATCH731	IBM Tivoli Netcool OMNIbus 7.3.1 FP003 Windows	IBM COTS software
IBM	WIN_NCO_PROBEWIN	Windows NCO Event Log Probe	IBM COTS software
IBM	WIN_NCO_RGP_PROBEGLF	Window Generic LogFileProbe for the RGP Platform	IBM COTS software
IBM	WIN_TEM_81639RELAYUPGRADE	TEM Relay for Red Hat Linux Version 8.1.639	IBM COTS software
IBM	WIN_TEM_AGENT	Tivoli Endpoint Management Agent for Windows	IBM COTS software
IBM	WIN_TEM_EFS_RELAY	Tivoli Endpoint Management (TEM) Relay	IBM COTS software
IBM	WIN_TEM_LICENSE	IBM TEM License Keys	IBM COTS software
IBM	WIN_TEM_LINUX_SIE	TEM sha1 for Linux SIE	IBM COTS software
IBM	Doors	Requirements repository	the Doors system enables POA to receive and store requirements from the PO doors system and to make those available to our test service Quality Centre
IBM	WIN_ERP_TNSNAMES	Netcool Reporter tnsnames	IBM COTS software
IET - INTELLIGENT ELECTRONICS	W6	Service scheduler; assigning to engineers and transferring to relevant groups. Used by HSD	Scheduling Tool

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
INTEL	WIN_INTEL_TEAMING_CONFIG	Windows Intel Teaming Configuration	Network Management Tool
JSCAPE	POA_JSCAPE_SERVER_7_2_1_0	JScape server software product	File transfer solution
LAME-INDUSTRIES	Lamegen password generator	Generates random passwords given a mask and length. Used by HSD	Security Tool
LAUNCHPAD	DXI_V6	McAfee Web Gateway v6.x	Security Tool
MCAFEE	DXI_V6	McAfee Web Gateway v6.x	Security Tool
MCAFEE	INTRUSION_PREVENTION	Intrusion Prevention	Security Tool
MERANT INT.	PVCS	Software , document and change repository (CP's etc) for history and counters applications. Used by Integration, Release Management, SSC,Change Management, Audit	Change, Document and Configuration Management Toolset
METRON_TECHNOLOGY	LINUX_32BIT_24_ACQUIRE_V820_CONFIG	Acquire for Linux 2.4 32 Bit Version 8.20 Config	Capacity Planning and Performance Management tool
METRON_TECHNOLOGY	LINUX_64BIT_24_ACQUIRE_V820_CONFIG	Acquire for Linux 2.4 64 Bit Version 8.20 Config	Capacity Planning and Performance Management tool
METRON_TECHNOLOGY	METRON_ATHENE_810_WKSTN	Metron Athene 810 Workstation	Capacity Planning and Performance Management tool
METRON_TECHNOLOGY	METRON_ATHENE_ACQUIRE_8_60_INSTALL	Metron Athene Acquire 8.60	Capacity Planning and Performance Management tool
METRON_TECHNOLOGY	METRON_ATHENE_PERF_DB_SRV_SW_V8_CONFIG	Metron Athene Performance Database Server Software Version 8.00 Config	Capacity Planning and Performance Management tool
METRON_TECHNOLOGY	METRON_ATHENE_V8_4	Metron Athene 8.4 Upgrade	Capacity Planning and Performance Management tool

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
METRON_TECHNOLOGY	SOLARIS_28_ACQUIRE_V801_CONFIG	Acquire for Solaris 2.8 Version 8.0.1 Config	Capacity Planning and Performance Management tool
METRON_TECHNOLOGY	WINDOWS_ACQUIRE_V80001_CONFIG	Acquire for Windows Version 8.00.01 Config	Capacity Planning and Performance Management tool
METRON_TECHNOLOGY	LINUX_32BIT_24_ACQUIRE_V820_CONFIG	Acquire for Linux 2.4 32 Bit Version 8.20 Config	Linux toolset
METRON_TECHNOLOGY	SOLARIS_28_ACQUIRE_V801_CONFIG	Acquire for Solaris 2.8 Version 8.0.1 Config	Solaris toolset
METRON_TECHNOLOGY	WINDOWS_ACQUIRE_V7_5	Athene 7.5 Acquire Package for VPX	Windows toolset
MICROSOFT	EST_MICROSOFT_JDBC	EST Microsoft JDBC	Java Librarires
MICROSOFT	EST_MS_CAPICOM	Microsoft Capicom	Cryptographic Tool
MICROSOFT	MS_BSA_2_2_CONFIG	Microsoft BSA 2.2 Config	Security Tool
MICROSOFT	MS_DOTNET_FRAMEWORK_V2_CONFIG	Microsoft DotNet Framework v2.0 Config	Application Framework Builder
MICROSOFT	MS_IEXPORE_5_5_INSTALL	Internet explorer 5.5 Install	Browser
MICROSOFT	MS_SOAP_CONFIG	MS SOAP Config	Web Library
MICROSOFT	MS_SQL_2005_SVR_DEV_EDN	Microsoft SQL 2005 Server Developer Edition	Database Server Operating System
MICROSOFT	MS_SQL_SRV_2005_CONFIG	Microsoft SQL Server 2005 JDBC Driver 1.1 Config	Database Server Operating System
MICROSOFT	MS_SQL_SVR_2005_32_BIT_MS_ALL_CFG	Microsoft SQL Server 2005 32 Bit MS All Config	Database Server Operating System
MICROSOFT	MS_SQL_SVR_2005_ENT_EDN_32BIT_CONF	Microsoft SQL Server 2005 Enterprise Edition 32 bit Config	Database Server Operating System

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
MICROSOFT	MS_SQL_SVR_2005_STD_EDN_32_BIT_DVD_CFG	Microsoft SQL Server 2005 Standard Edition Config	Database Server Operating System
MICROSOFT	MS_SQL_SVR_2005_STD_EDN_32_BIT_SP2_CFG	Microsoft SQL Server 2005 Standard Edition Service Pack 2 Config	Database Server Operating System
MICROSOFT	MS_SQL_SVR_2005_X86_SP3_CONF	Microsoft SQL Server 2005 x86 SP3	Database Server Operating System
MICROSOFT	MSVS_ADMIN_WEBSITE_CONFIG	MSVS Admin Website Config	Software Development Environment
MICROSOFT	NT_TTCP	Tool to generate network traffic	Network Management Tool
MICROSOFT	PSTOOLS_SUITE_CONFIG	PSTools suite from Microsoft	Probem Management Tolkit
MICROSOFT	SQL2K_SP4_CONFIG	Microsoft SQL 2000 Server Service Pack 4 CONFIG	Database Server Operating System
MICROSOFT	SQL2KENT_SP3_CONFIG	SQL 2000 Enterprise Edition with SP3 Config	Database Server Operating System
MICROSOFT	VDX_SVR_CONFIG	VDX Server Configuration	Configuration files for Virtual Private Network Loopback Workstation
MICROSOFT	VPX_SVR_CONFIG	VPX Server Configuration	Configuration files for Virtual Private Network Server
MICROSOFT	VSD_SVR_CONFIG	VSD Server Config	Configuration files for a virtual discrete server
MICROSOFT	VSH_SVR_CONFIG	VSH Server Config	Configuration files for a virtual Bladeframe server
MICROSOFT	W2K3_RES_KITS_CONFIG	Microsoft Windows 2003 Resource Kits Config	Software Configuration and Documentation
MICROSOFT	W2K3_SUPP_TOOLS_CONFIG	Microsoft Windows 2003 Support Tools Config	Software Configuration and Documentation
MICROSOFT	WIN_AD_ACD_GPMO_TOOLS	WIN_AD_ACD_GPMO_TOOLS	User Management Tools

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
MICROSOFT	WIN_AD_ACD_RES_KIT	WIN_AD_ACD_RES_KIT	User Management Tools
MICROSOFT	WIN_AD_ACD_SP2_ADMIN_PAK	WIN_AD_ACD_SP2_ADMIN_PAK	User Management Tools
MICROSOFT	WIN_ADMIN_PACK_CONFIG	Windows Admin Pack Config	Server Management tools
MICROSOFT	WIN_PWR_SHELL_CONFIG	Windows Power Shell	System Administration Tools
MICROSOFT	WIN_TEM_SQLSERVERBASE	IBM TEM SQL Server 2008 R2 Build	Database Server Operating System
MICROSOFT	WIN2K3_SDK	Windows 2003 SDK	Software Development Environment
MICROSOFT	WINDOWS_MSOFFICE2K3	Microsoft Office Professional 2003	Desktop Applications
MICROSOFT	SQL Server 2000 Enterprise	Enterprise database, used by Peak	Database Server Operating System
MICROSOFT	Virtual Machine Remote Client (VMRC)	When many virtualised platforms exist on a single host, this software is used to access those platforms (e.g. VPX servers on VSD platforms) Used by SSC, ISD, Test	Virtualised Management Tool
MICROSOFT	VSS 2005	Visual Source Safe, source code control. Used by Development, SSC	Source Code Management Tool
MICROSOFT	MS_SOAP_V3_AND_XML_V4_CONFIG	Microsoft SOAP v3 and Microsoft XML v4 Config	Microsoft tools
MICROSOFT	WIN_SMG_OWCOMP11	Microsoft Office 2003 Web Components 11	Microsoft Office tools
MICROSOFT	WIN_SMG_PSHELL10	PowerShell 10	Microsoft tools
MICROSOFT	WIN_SMG_WININST45	Microsoft Windows Installer 4.5	Microsoft tools
MICROSOFT	WIN_SUPPORT_ADMIN_TOOLS	Windows Support Team Admin Tools	Microsoft tools

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
MICROSOFT	WIN_TCM_CMCONF	Windows Tivoli Configuration Manager Product	Microsoft tools
MOZILLA	FIREFOX	Mozilla Firefox	Browser
NORTON	Ghost	Disk image software used to snapshot a complete build. Used by Test.	Backup Tool
OPEN_SOURCE	CACTI	Network monitoring server	Network Management Tool
OPEN_SOURCE	MA_FILE_TRANSFER_CURL	MA File Transfer Curl	File transfer solution
OPEN_SOURCE	MA_FILE_TRANSFER_WINSCP	WinSCP client software	File transfer solution
OPEN_SYSTEMS_COMPUTING_PTY	OSC_RADIATOR_FOR_PBS	OSC Radiator for PBS	Authentication, Authorisation and Accounting Tool
OPEN_SYSTEMS_COMPUTING_PTY	RTRBOOT_RADIATOR	RTRBOOT Radiator	Authentication, Authorisation and Accounting Tool
OPENTEXT		Data Archiving for SAP Solutions 350 users	File System Archiving Tool Enterprise Information Management tool
ORACLE	JAVA6_JRE_INSTALL	Apply Sun Java 6 runtime (JRE)	Database Server Operating System
ORACLE	JDK_V5_ORACLE_JDBC_CONFIG	JDK 5 jars - Oracle JDBC driver (class 4)	Database Server Operating System
ORACLE	ORACLE_APP_SVR_10G_V10_1_10_CONFIG	Oracle Application Server 10g v10.1.0	Database Server Operating System
ORACLE	ORACLE_CLIENT_10GR2_CONFIG	Oracle Client 10gR2 Config	Database Server Operating System
ORACLE	ORACLE_CLIENT_10GR2_LNX_CONFIG	Oracle Client 10gR2 for Linux x86	Database Server Operating System
ORACLE	ORACLE_CLIENT_WITHSQLWRKSHT_10GR2	Oracle Client 10GR2 with SQLWRKSHT	Database Server Operating System

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
ORACLE	ORACLE_CLUSTERWARE_CONFIG	Oracle Clusterware v10.2.0.1 Config	Database Server Operating System
ORACLE	ORACLE_DATABASE_CONFIG	Oracle Databasev10.2.0.1 Config	Database Server Operating System
ORACLE	ORACLE_FORMS_REPORTS_CFG	Oracle Forms and Reports6i v6.0.8.11	Database Server Operating System
ORACLE	ORACLE_JINITIATOR_V1_3122_CONFIG	Oracle Jinitaitor V1.3.1.22	Database Server Operating System
ORACLE	ORACLE_PATCH_CONFIG	Oracle Patch v10.2.0.3 Config	Database Server Operating System
ORACLE	ORACLE_WEBUTIL_V1_06_CFG	Oracle WebUtil 1.0.6 Config	Database Server Operating System
ORACLE	PODG_EXT_JAVA_6_JRE_CONFIG	Oracle Java 6 configuration for the External PODG Server	Database Server Operating System
ORACLE	RHL_OEM_CONFIGURATE_CFG	Oracle Enterprise Manager Agent 10.2.0.3.0 agent product for 64 bit Linux.	Database Server Operating System
ORACLE	RHL_ORA_CLIENT10GFULL_CONFIG	RedHat Linux Oracle 10 Client Full Version 1.0 Config	Database Server Operating System
ORACLE	SOL_OEM_CONFIGURATE	Oracle Enterprise Manager Agent 10.2.0.3.0 agent product for Solaris	Database Server Operating System
ORACLE	SPN_ORACLE_CLIENT_11GR2_BRSSACCESS	Oracle 11GR2 Client tools for accessing BRSS database	Database Server Operating System
ORACLE	WIN_EDS_APEX	Oracle Application Express	Database Server Operating System
ORACLE	WIN_EDS_EMREPSW_CFG	Oracle Enterprise Manager (OEM) 10.2.0.2 v2 Base software installation	Database Server Operating System
ORACLE	WIN_EDS_SERVERBASE	Windows EDS Server Base	Database Server Operating System
ORACLE	WIN_ERP_ORAPATCH10205	Oracle 10.2.0.5 upgrade for ERP	Database Server Operating System
ORACLE	WIN_OES_OEM11G_OWS	Oracle Weblogic Server 10.3.2	Database Server Operating System

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
ORACLE	WIN_OES_OMSSW	Installation of OMS base software 10.2.0.2	Database Server Operating System
ORACLE	WIN_ORA_ICLNT_10205	Oracle Instant Client 10205	Database Server Operating System
ORACLE	WIN_ORA_REP10GBASE	Windows Oracle 10G Database Build	Database Server Operating System
ORACLE	RHL_ORA_TBSM_10GCLIENT	Oracle 10G Client for Netcool Omnibus Oracle	Oracle COTS software
ORACLE	WIN_EDS_SERVERBASE	Windows EDS Server Base	Oracle COTS software
ORACLE	WIN_EDS_EXCPTNMON_APP	APEX Exceptions Application	Oracle COTS software
PGADMIN.ORG	PGAdmin3	PostGreSQL tools Used by SSC.	Database Management Tools
PGP_COHORT_TECHNOLOGY	PGP_DESKTOP_PRO	PGP Desktop Professional	Toolset for encrypting data
PLATFORMS_STORAGE_TEAM	HNGX_WIN_BOOTSTRAP_CONFIG	HNG-X Windows Bootstrap Config	Fujitsu Configuration software
QCARD	ICCSimDev	Test script development environment. Used by Test.	Test Toolset
QUEST_SOFTWARE	QUEST_PUTTY_V0_60_WIN_CONFIG	Quest-PuTTY v0.60_q1.129 Windows Config	Secure Shell toolset
QUEST_SOFTWARE	QUEST_PUTTY_V0_60_WIN_CONFIG	Quest-PuTTY v0.60_q1.129 Windows Config	User Management Toolset
QUEST_SOFTWARE	QVAS_ACD_CONFIG	QVAS Active Directory Config	User Management Toolset
QUEST_SOFTWARE	WIN_SSN_VAS_ADMIN_TOOLS	Win SSN Vas Admin Tools	User Management Toolset
QUEST_SOFTWARE	Toad	Oracle Database management and development tool. Used by Integration.	Database Management Software

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
RED BOX RECORDERS	VO	Virtual Observer - A service desk standard to records calls for coaching. Used by HSD	Call Centre Monitoring Tool
RED_HAT	RHL_JAVA_JDK	Redhat JAVA Development Kit	Linux toolset
RED_HAT	RHL_JRE_X64	Red Hat Linux Java JRE 64 Bit	Linux toolset
RED_HAT	CAC_JAVA	Java for Redhat 5	Linux Operating System Java Libraries
RED_HAT	CACTI	Network monitoring server	Network Toolset
RED_HAT	JBOSS_BASE_PLATFORM	JBOSS Base Platform	Application server for Java
RED_HAT	OS_CLUSTER_RPMS_4_8	OS_CLUSTER_RPMS for REDHAT 4.8	Linux Clustering Server
RED_HAT	RHEL5_4_32_64_OS_CONFIG	Redhat 5.4 32 and 64 Bit Operating System Configuration	Linux Operating System
RED_HAT	RHEL5_8_32_64_OS_CONFIG	Redhat 5.8 32 and 64 Bit Operating System Configuration	Linux Operating System
RED_HAT	RHL_NCO_PABASE	Netcool Omnibus PA Base	Monitoring Toolset
SAFENET	SafeNet Token Utilities	2 factor authentication software. Used by Test, SSC, Security, SMC, ISD	Authentication Toolset
SAMBA	JDK_V5_JARS_JCIF_CONFIG	JDK 5 jars _Jcifs	Interoperability Software
SAP	SAP_GUI_7_10_CONFIG	SAP GUI client 7.10	Business Management Software
SERENA	Dimensions documentation website	Corporate website used to search and download documents Used by all teams	Change Management/Audit/Development Toolset
SERENA	SCM Web Based Tooling	Web Interface into Dimensions Used by Change Management, Audit, Development	Change Management/Audit/Development Toolset

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
SERENA	Dimensions	Software and document repository. Used by all teams	Change, Document and Configuration Management Toolset
SLF4J	WEB_EMULATOR_SUPPORT_LIBS	Generic Web Emulator Supporting Libraries	Logging Toolset
SMARTBEAR	SOAPUI	GUI test script tool. Used by Test	Test Toolset
SMG	WIN_EDS_OHSCONFIG	OHS configuration for OMDB to EDS Migration	Fujitsu Configuration software
SNMP RESEARCH	OPENVIEW_NNM	Openview Network Node Manager	Network Toolset
SOPHOS	SOP_AV_LINUX	Sophos Antivirus for Linux	Anti Virus tool
SOPHOS	SOP_SAVDI	Sophos Antivirus Daemon	Anti Virus tool
SOPHOS	SOP_AV_NT4_APP	Sophos Anti-Virus for NT4	Security Toolset
SOPHOS	SOP_AV_WIN_APP_95	Sophos Endpoint Security 9.5	Security Toolset
SOURCEFORGE	XMING_INSTALL	Install Xming PC X server	Open System Server
SPRINGSOURCE	WEB_GWS_SUPPORT_LIBS	Generic Web Service Framework 3rd Party Support Libraries	Java Libraraies
STERLING_COMMERCE	STERLING_COM_CON_DIR	Sterling Commerce Connect Direct Windows Server v4.1.00 Config	File Transfer tool
STERLING_COMMERCE	CON_DIR_SIM_CONF	Connect Direct Simulator Windows Server Config	File Transfer Toolset
STERLING_COMMERCE	STERLING_COM_CON_DIR	Sterling Commerce Connect Direct Windows Server v4.1.00 Config	File Transfer Toolset
SUN	JAVA_RUNTIME_ENVIRONMENT_LNX_CONFIG	Java Runtime Environment 1.5.0_12 for Linux	Java Library
SUN	JAVA_SDK_6U7	Java SDK 6 update 7	Java Library

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
SUN	RHL_SMG_JRE	Systems Management Group: Support Files - JAVA RUNTIME ENVIRONMENT	Java Library
SUN	SOL_NW_DISK_INIT	Solaris NMN and NCW Disk Configuration	Java Library
SUN	BAL_INTERSTAGE_JVM	JRE required for OSR	Sun Operating System
SUN	CISCOWORKS_LMS	NCW Server	Sun Operating System
SUN	DXC_CLIENT_LINUX	DXC Linux Client	Sun Operating System
SUN	DXC_CLIENT_WIN32_SSN	SSN Windows Corporate Client for DXC	Sun Operating System
SUN	DXC_JRE_SOLARIS_SPARC_64	Java Runtime Environment For 64 bit sparc solaris	Sun Operating System
SUN	EST_JAVA_CLIENT_DNP	Generic Emdb Client	Sun Operating System
SUN	EST_JAVA_CLIENT_DNS	Generic Emdb Client	Sun Operating System
SUN	EST_JAVA_CLIENT_EPM	Generic Emdb Client	Sun Operating System
SUN	JAVA_RUNTIME_ENVIRONMENT_LNX_CONFIG	Java Runtime Environment 1.5.0_12 for Linux	Sun Operating System
SUN	JAVA_RUNTIME_ENVIRONMENT_V1.4.2_14_CONFIG	Sun Java Runtime Environment v1.4.2_14 Config	Sun Operating System
SUN	JAVA_RUNTIME_ENVIRONMENT_V1.5.0_12_CONFIG	Sun Java Runtime Environment v1.5.0_12 Config	Sun Operating System
SUN	JAVA_RUNTIME_ENVIRONMENT_V1.6.0_01_CONFIG	JAVA_RUNTIME_ENVIRONMENT V1.6.0_01 Config	Sun Operating System
SUN	JAVA_RUNTIME_ENVIRONMENT_V1_6_0_05_CONFIG	Sun Java JRE	Sun Operating System

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
SUN	JAVA_RUNTIME_ENVIRONMENT_V1_6_6_CONFIG	Sun Java JRE V1.6_6	Sun Operating System
SUN	JAVA_SDK_6U7	Java SDK 6 update 7	Sun Operating System
SUN	JAVA6_JDK_INSTALL	Apply Sun Java 6 development kit	Sun Operating System
SUN	JRE_V1_5_0_CONFIG	Java Development environment(1.5.0)	Sun Operating System
SUN	MA_FILE_TRANSFER	Merchant Acquirer File Transfer component v1	Sun Operating System
SUN	PODG_JAVA_6_JRE_CONFIG	Java 6 JRE for Post Office Data Gateway Framework	Sun Operating System
SUN	WEB_GWS_JAVA_6_JRE_CONFIG	Java 6 JRE for Generic Web Service Framework	Sun Operating System
SUN	RHL_NCO_APJAVACLIENT	RHL NCO AP Java Client	SUN JRE
SUNFREEWARE_DOT_COM	SYSLOG_NG_SOLARIS	Syslog-NG for Solaris	Logging Toolset
SYMANTEC	RHL_NBU_CLIENT	Unix NetBackup Client	Backup tool
SYMANTEC	NETBACKUP_JAVA_ADMIN_CONSOLE	Install Veritas Netbackup Java Console	Backup Toolset
SYMANTEC	RHL_NBU_MASTER	Linux NetBackup Master Server	Backup Toolset
SYMANTEC	RHL_NBU_MEDIA_SVR	Linux NetBackup Media Server	Backup Toolset
SYMANTEC	SOL_NBU_SAN_MEDIA_SVR	Solaris NetBackup SAN Media Server	Backup Toolset
SYMANTEC	WIN_NBU_CLIENT_64	Veritas Netbackup 6.5 64 bit	Backup Toolset
SYMANTEC	WIN_NBU_SAN_MEDIA_SVR	W2003 NetBackup SAN Media Server	Backup Toolset
SYNTELLECT	Commander/ Decision Manager	Used by HSD	Computer Telephony Integration Toolset

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
TALK TALK BUSINESS	TTB FADS	TTB Faults and Diagnostics System to check ADSL lines. Used by HSD.	Probem Management Tolkit
TERRACOTTA	WEB_GWS_SUPPORT_LIBS	Generic Web Service Framework 3rd Party Support Libraries	Job Scheduling Tool
TIGHTVNC SOFTWARE	TightVNC	Virtual Network Connection to UNIX and Windows. Used by Integration	Network Toolset
TOBI OETIKER	SmokePing	Monitor network latency, includes email alerts. Used by Networks.	Network Toolset
TORTOISESVN	Tortoise Subversion 1.6.16	Source control client GUI for windows. Used by SSC	Source Code Management
TRIPWIRE_INC	NT_TFS_AGENT	Tripwire for Servers Agent NT4	Tripwire COTS software
TRIPWIRE_INC	TFS_WIN_APP	Tripwire for Servers Windows and XP application	Tripwire COTS software
TRIPWIRE_INC	TRIPWIRE_RHL_CONFIG	Tripwire for Linux	Tripwire COTS software
TRIPWIRE_INC	TRIPWIRE_SOL_CONFIG	Tripwire for Solaris	Tripwire COTS software
TRIPWIRE_INC	WIN_TE_SERVERBASE	Tripwire Enterprise Server Windows	Tripwire COTS software
TRIPWIRE_INC	RHL_TE_AGENT	Tripwire Enterprise Agent Linux	Security Toolset
TRIPWIRE_INC	SOL_TE_AGENT	Tripwire Enterprise Agent Solaris	Security Toolset
TRIPWIRE_INC	TFS_WIN_APP	Tripwire for Servers Windows and XP application	Security Toolset
TRIPWIRE_INC	WIN_TE_AGENT	Tripwire Enterprise Agent Windows	Security Toolset
TRIPWIRE_INC	WIN_TE_SERVERBASE	Tripwire Enterprise Server Windows	Security Toolset

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SUPPLIER	SOFTWARE_PRODUCT	SOFTWARE_DESCRIPTION	Function in laymans terms
UNKNOWN	PAN Manager	Control Blade manager Used by SMC, ISD	Configuration for Stateless Servers (Blades)
WINDOWS_2003_SERVER_FAMILY	CERT_AUTH_CFG_TEST	Certificate Authority Configuration - Test Only	Authentication Toolset
WINDOWS_2003_SERVER_FAMILY	FTMS_D1_IIS_CONF	SRG IIS Configuration	Internet Information Services Toolset
WINDOWS_2003_SERVER_FAMILY	FTMS_IIS_CONFIG	FTMS IIS Configuration	File Transfer Toolset
WINDOWS_2003_SERVER_FAMILY	WIN_AD_SUB_CA_CONFIG	Windows AD SUB CA Config	Authentication Toolset
WINDOWS_2003_SERVER_FAMILY	WIN_AD_SUB_CA_CONFIG_LIVE_ONLY	Live Sub-Certification Authority Software Configuration	Authentication Toolset
WINDOWS_2003_SERVER_FAMILY	WIN_IIS_32BIT_CONFIG	Windows IIS 32 Bit Config	Internet Information Services Toolset
WINMERGE	WINMERGE_CONFIG	WinMerge	File Comparison Tool
WINZIP_COMPUTING	WINZIP_V11_1_CONFIG	Winzip v11.1 Config	Data Compression tool
WINZIP_COMPUTING	WINZIP_V11_1_CONFIG	Winzip v11.1 Config	File Compression tool
WIRESHARK	WIRESHARK_CONFIG	Wireshark	Network Toolset
WISDOM_SOFT	WDOM_SCRN_HUNTER5_CONFIG	WisdomSoft screen hunter 5 Free	Screen Capture Tool

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Version History

Version No.	Date	Comments
13.0		Updating as per CCN1630 and moving all Schedules to v13.0
14.0	20/12/2021	Moving all Schedules to V14.0

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SCHEDULE H

Digital Intellectual Property Provisions

1. Post Office will own all IP Rights in the Deliverables created and/or developed by or on behalf of Fujitsu Services solely or jointly with Post Office on or after the Digital Start Date, save for the Listed Rights and the rights referred to in paragraph 4 below (the "**Digital IPR**").

2. Fujitsu Services now assigns to Post Office absolutely with full title guarantee free from any charge, lien, encumbrance or other right in favour of any third party all present and future right, title and interest in and to any and all Digital IPR. This assignment includes the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Digital IPR whether occurring before, on, or after the date of this Agreement.

3. Without prejudice to paragraph 2, Fujitsu Services shall procure assignments from all Project Consultants to Fujitsu Services (on similar terms to those set out in paragraph 2) of any Digital IPR to be created by any Project Consultants prior to any engagement of any Project Consultant. Such assignments shall also include waivers of moral rights.

4. Nothing in this Schedule shall prevent Fujitsu Services or Post Office from using data-processing techniques, ideas and know-how gained during the performance of the Services in the furtherance of its normal business including by its customers in connection with the delivery and use of its services, (which shall for the avoidance of doubt entitle Post Office to use such data-processing techniques, ideas and know-how for the same scope of activities as referred to in paragraph 8) to the extent that this does not amount to a disclosure of Confidential Information or an infringement by Post Office or Fujitsu Services of any IP Rights.

5. The Digital IPR shall not include:

   a. any IP Rights created by or on behalf of Fujitsu Services (or any of its Group Companies from time to time) prior to the Digital Start Date ;

   b. any IP Rights created by or on behalf of Fujitsu Services (or any of its Group Companies from time to time) at any time which have arisen other than from Fujitsu Services' provision of the Services;

   c. the Horizon IPR (to which the ownership and licensing provisions under the Agreement shall continue to apply);

   d. the K5 IPR (which is proprietary to and shall remain owned by Fujitsu Services) including any intellectual property rights in any developments to the Fujitsu K5 Platform whether or not created or developed on or after the Digital Start Date; and/or

   e. any third party IP Rights (other than those assigned to Post Office pursuant to paragraph 2 of this Schedule),

   (collectively the "**Listed Rights**").

6. Post Office now grants to Fujitsu Services a non-exclusive, fully paid-up, worldwide licence to use the Digital IPR solely in connection with the Services and to deliver any related services to Post Office.

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For the avoidance of doubt, the licences granted to Fujitsu Services by Post Office under Clause 31 of the Agreement shall continue to apply.

7. Fujitsu Services shall comply with the Agile Process put in place between the parties and the agreed design principles. The Agile Process shall include as a minimum, backlog, stories, tasks and test plans. Fujitsu Services shall ensure that all personnel working on the Services are aware of the design principles and brief all personnel working on the Services to designate for each Deliverable if it is to be designed, coded or supplied as a pre-existing component or algorithm using any Listed Rights. Post Office's Chief Technical Officer (or nominated representative) may agree (at Post Office's sole discretion) the use of any Listed Rights through the assurance and acceptance work flow in the Agile Process. Both of the parties shall comply with the Agile Process and shall operate the Agile Process to ensure that any Listed Rights in any Deliverable (or part) and any modifications and/or updates thereto are identified and that such information is and remains recorded and readily accessible to both parties in a format to be agreed by the parties acting reasonably.

8. To the extent that Fujitsu Services incorporates any FJ Digital Background IPR in any Deliverables, Fujitsu Services now grants to Post Office a non-exclusive, perpetual, irrevocable, fully paid-up, worldwide licence under such FJ Digital Background IPR as is incorporated in the Deliverables (but excluding any Horizon IPR and any K5 IPR which shall be dealt with in accordance with paragraph 11 below) to use, support, maintain, enhance, modify and develop the Deliverables for Post Office's and Post Office's Affiliates' business purposes only (which shall include, for the avoidance of doubt but without limitation, the use of the Deliverables by or on behalf of British Forces Post Office and use of the Deliverables by or behalf of Post Office's franchisees and agents) with the right to grant sub-licences (strictly within the scope of Post Office's own licence) through multiple tiers, for the purpose of using, copying, modifying, adapting, advancing and developing the Deliverables, in both object code and source code formats solely for and on behalf of Post Office provided always that, for the avoidance of doubt, Post Office and the Post Office Affiliates shall not under any circumstances sell or transfer the Deliverables to third parties (other than to Post Office Affiliates) or otherwise market or commercially exploit the Deliverables by permitting third parties (other than Post Office Affiliates) to use the Deliverables for their own business and other purposes.

9. Nothing in paragraphs 7 and/or 8 above, including any failure by Fujitsu Services to comply with paragraphs 7 and/or 8, shall impact on Fujitsu Services (or Post Office's and/or any third party's) ownership of any of the Listed Rights.

10. To the extent that Fujitsu Services incorporates any Horizon IPR in the Deliverables in accordance with paragraph 7, the Horizon IPR owned by Fujitsu Services shall continue to be licensed to Post Office in accordance with the Agreement and shall not be included in the licence granted in accordance with paragraph 8 above. The parties agree that no K5 IPR shall be incorporated into the Deliverables. To the extent that any K5 IPR is created and/or developed, whether before, on or after the Digital Start Date, it shall be vested in and solely owned by Fujitsu Services and Post Office shall not be charged for such creation and/or development work.

11. The parties agree that if at any time Fujitsu Services has incorporated any Horizon IPR owned by Fujitsu Services into any Deliverables without the agreement of Post Office in accordance with paragraph 7 above (the "**Unapproved Horizon IPR**"), in relation to that Unapproved Horizon IPR, the licence granted to Post Office in respect of the Horizon Software IPR in accordance with the Agreement shall be extended to a licence to use the Unapproved Horizon IPR from the point of its incorporation into any Deliverables on terms essentially equivalent to those specified in Clauses 30.19.5.1 and 30.19.5.2 of the Agreement (subject to the limitations specified in this paragraph 11) and it is agreed that the early grant of such licence in respect of the Unapproved Horizon IPR shall not avoid any of the fees payable on expiry of the Agreement on 31 March 2023 in accordance with Clause 30.19.1 of the Agreement or on termination of the Agreement in accordance with Clauses 30.19.2, 30.19.3 and/or

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30.19.4.of the Agreement which shall remain fully due and payable but shall not be increased by the grant of the licence provided under this paragraph 11. Nothing in this paragraph 11 or elsewhere in this Schedule shall alter Post Office's obligations under the Agreement including without limitation its obligation to pay the Expiry Licence Fee or Termination Licence Fee as applicable.

12. To the extent that following agreement by Post Office in accordance with paragraph 7 above Fujitsu Services incorporates any third party IP Rights in the Deliverables, Fujitsu Services shall use reasonable endeavours to procure a licence to Post Office of such third party IP Rights substantially on the terms set out in paragraph 8 of this Schedule or on such other reasonable terms as may be agreed between Post Office and such third party. Provided Post Office's Chief Technical Officer (or nominated representative) has agreed to the incorporation of any such third party IP Rights in the Deliverables, any licence or other fees required to be paid to such third parties shall be paid by Post Office.

13. Fujitsu Services confirms that the Deliverables shall not include any third party IP Rights save as agreed in accordance with paragraph 7 above.

14. Subject to paragraphs 16 and 17 below, Fujitsu Services shall indemnify and keep indemnified Post Office from and against all claims, damages, losses, liabilities, costs and/or expenses (including, without limitation, properly incurred legal expenses) incurred by or awarded against the Post Office arising out of and/or in connection with a claim made by a third party alleging that the use of the Deliverables or the Services as provided by Fujitsu Services, infringes or otherwise misappropriates the IP Rights of a third party (an "**IPR Claim**") PROVIDED THAT Post Office will:

    a. promptly on becoming aware of an IPR Claim give written notice of the IPR Claim to Fujitsu Services specifying the nature of the IPR Claim in reasonable detail;

    b. not make any admission of liability, agreement or compromise in relation to the IPR Claim without Fujitsu Services' prior written consent;

    c. allow Fujitsu Services to assume the control and conduct of the defence and settlement of the IPR Claim (save that Fujitsu Services shall not make any admission of liability or fault on the part of Post Office without Post Office's prior written consent);

    d. at the expense of Fujitsu Services, give such reasonable assistance and take such action as may reasonably be required by Fujitsu Services in the defence, settlement or compromise of the IPR Claim.

    Any claims, damages, losses, liabilities, costs and/or expenses (including, without limitation, properly incurred legal expenses) incurred by or awarded against Post Office's Affiliates or sub-licensees shall be deemed those of Post Office and accordingly shall be recoverable pursuant to this clause 14, but only to the extent that such Affiliates and sub-licensees have made use of the Deliverables and Services in relation to Post Office products and services.

15. Without prejudice to paragraph 14, in the event of an IPR Claim, Fujitsu Services may at its sole election and at its cost:

    a. modify the element of the Deliverables and/or Services provided by Fujitsu Services as necessary to avoid such a claim, provided the element of the Deliverables and/or Services (as amended) function in substantially the same way as those Deliverables and/or Services before modification; or

    b. procure for the Post Office, its Affiliates and any sub-licensees a licence from the relevant third party to continue using the Deliverables and/or Services provided by Fujitsu Services 'as is'; or

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c. replace the element of the Deliverables and/or Services with non-infringing elements.

Where Fujitsu Services reasonably believes that an IPR Claim has a reasonable chance of success, Fujitsu Services shall promptly undertake one of the options set out at 15(a), (b) or (c), with the decision as to which option is undertaken being at Fujitsu's sole election and cost.

16. The parties acknowledge and agree that:

a. Fujitsu Services shall not be liable under paragraph 14 to the extent an IPR Claim results from any enhancements, modifications and/or developments made by or on behalf of Post Office or by or on behalf of its Affiliates and /or sub-licensees and/or other users of the Deliverables and/or Services to the Deliverables without Fujitsu's prior written approval or to the extent any such IPR Claim results from any failure by Post Office, Post Office Affiliates, Post Office sub-licensees and/or other users of the Deliverables and/or Services to comply with any reasonable instructions or system requirements relating to use of the relevant Deliverables that are communicated to Post Office in writing prior to the date of delivery of the relevant Deliverables to Post Office, in each case provided that such infringement would have been avoided by the use of the Deliverables not so enhanced, modified or developed or otherwise by using the Deliverables in accordance with such reasonable instructions or system requirements;

b. to the extent that an IPR Claim is made by a third party alleging that the use of any element of the Deliverables in which Horizon IPR subsists, infringes or otherwise misappropriates the IP Rights of a third party and such Horizon IPR is capable of separate identification, the indemnities set out in the Agreement including at Clauses 30.19.9 and 34.1 shall apply to such extent;

c. Fujitsu Services shall not be liable under Clause 14 to the extent an IPR Claim is attributable to possession or use of the Deliverables (or any part thereof) by Post Office other than in accordance with the terms of CT225a, use of the Deliverables in combination with any hardware or software not supplied or specified by Fujitsu Services, or otherwise agreed in writing between the parties, if the infringement would have been avoided by the use of the Deliverables not so combined;

d. the intention of the parties is, and has been, that any Digital IPR is not considered to be Post Office Foreground IPR for the purposes of paragraphs 14 to 16;

e. Post Office shall use reasonable endeavours to mitigate its internal costs and expenses relating to any IPR Claim;

f. no person or entity other than Post Office shall be entitled to claim under the indemnity set out above; and

g. paragraphs 14 – 16 constitute Post Office's exclusive remedy and Fujitsu Services' only liability in respect of IPR Claims.

17. Except as expressly stated in clause 18:

a. Fujitsu Services shall not in any circumstances have any liability for any losses or damages which may be suffered by Post Office for an IPR Claim, whether the same are suffered indirectly or are consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

(i) loss of profits;
(ii) loss of anticipated savings;
(iii) loss of business opportunity; and
(iv) loss of goodwill.

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provided that this Clause 17(a) shall not prevent claims for loss of or damage to the Post Office's tangible property that fall within the terms of Clause 17(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (iv) inclusive of this Clause 17(a); and

b. the total aggregate liability of Fujitsu Services, whether in contract, tort (including negligence) or otherwise for all IPR Claims, shall in no circumstances exceed £15,000,000 in any financial year.

18. The exclusions in paragraph 17 shall apply to the fullest extent permissible at law, but Fujitsu Services does not exclude liability for:

a. death or personal injury caused by its negligence, its officers, employees, contractors or agents negligence;

b. fraud or fraudulent misrepresentation;

c. breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

d. any other liability which may not be excluded by law.

19. All references to Fujitsu Services in paragraphs 17 and 18 shall be treated as including all employees, subcontractors and suppliers of Fujitsu Services and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

20. Post Office and Fujitsu Services accept and agree that this Schedule is intended solely to address the ownership and use of the IP Rights and does not and is not intended to amend the provisions of the Agreement other than as expressly stated in this Schedule.

21. The K5 IPR shall be owned by and remain owned by Fujitsu Services. Nothing contained in the K5 Terms or the Fujitsu Global Cloud Service Terms shall supersede or vary the ownership of IP Rights as contained in this Schedule.

22. In this Schedule, terms defined in the Agreement shall have the meaning set out in the Agreement, and additional terms shall have the meaning set out in the body of this Agreement or as set out below:

"**Agile Process**" means for the purposes of this Schedule, Post Office's implementation of the agile dynamic systems development method further details of which are at: https://www.agilebusiness.org/resources/dsdm-handbooks/the-dsdm-agile-project-framework-2014-onwards;

"**Deliverables**" means any materials created and/or developed solely by or on behalf of Fujitsu Services or jointly with Post Office for the purposes of the Services including without limitation computer software, technical documentation, user manuals, and other related documentation;

"**Digital Start Date**" means:

(i) in respect of any Digital IPR that relates to Project Mercury (formerly known as Project Chameleon), 1 August 2017; and

(ii) in respect of all other Digital IPR, 1 October 2017;

"**Project Consultants**" means any third parties which are engaged by or on behalf of Fujitsu Services to undertake any work in relation to the Services;

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"**Fujitsu K5 Platform**" means Fujitsu Services cloud platform known as K5;

"**FJ Digital Background IPR**" means the categories of IP Rights set out in paragraphs 5(i) and (ii) of this Schedule only not including those in paragraphs 5(iii) to (v);

"**Horizon IPR**" means all the Intellectual Property Rights referred to in Clause 27 of the Agreement, together with the database rights in the same;

"**IP Rights**" means patents, copyright, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, know-how, trade secrets and all other intellectual property and/or similar rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**K5 IPR**" means all intellectual property rights in the Fujitsu K5 Platform on which the ongoing Services will be developed but, for the avoidance of doubt, excluding any IP Rights in any interfaces to the Fujitsu K5 Platform developed or created in connection with the Services;

"**K5 Terms**" means the Fujitsu Cloud Service K5: Terms Of Use and/or other ancillary documentation relating to the Fujitsu Services' K5 cloud services; and

"**Listed Rights**" has the meaning set out in paragraph 5 of this Schedule.

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SCHEDULE I

UPDATED SERVICE DELIVERY FRAMEWORK

Version History

Version No.	Date	Comments
13.0		Added as per CCN1638, Amended as per CCN1639, CCN1643, CCN1645, CCN1653a
14.0	20/12/2021	Updated as per CCN1667a, CCN1675, CCN1700 and moving all Schedules to v14.0

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SCHEDULE I

UPDATED SERVICE DELIVERY FRAMWORK

Schedule I

Updated Service Delivery Framework

The Parties have agreed an updated service delivery framework, as is set forth within the parts of this Schedule I (with each referenced in the format Schedule I[●]). The terms of all such parts of this Schedule I shall apply in accordance with the terms set forth therein.

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Schedule I1

Revenue Switch Mechanism

1. OVERVIEW

1.1 Paragraph 4.7 of CCN 1600 set out a joint intention of Post Office and Fujitsu Services to evolve the Services under this Agreement to reflect Post Office's changing business requirements and also in line with new technology.

1.2 Through a joint initiative, Post Office and Fujitsu Services identified and agreed a number of areas of this Agreement to be updated and Services to be evolved in line with this joint intention, such initiative being referred to as "**Project Everest**". It is intended that such updates and evolution will result in a reduction over the Term in the Operational Charges. In order to implement Project Everest, Fujitsu Services requires Post Office to make certain financial commitments with respect to the committed spend under the Agreement and Post Office has agreed to provide such commitments, as specifically described within this Schedule I1 (Revenue Switch Mechanism).

2. DEFINITIONS

2.1 "**Actual Spend**" means the total amount of spend actually agreed and contracted for between Post Office and Fujitsu Services under this Agreement in respect of:

2.1.1 the Operational Services (including HNG-X Test Infrastructure);

2.1.2 the Horizon Software IPR pursuant to Clause 30.19 of the Agreement;

2.1.3 the Core Team;

2.1.4 Trinity 3;

2.1.5 Invest to Save provisions as described in paragraph 17 of Schedule D1; and

2.1.6 any Additional Services (whether under this Agreement or otherwise),

during the Commitment Period. This shall include: (i) all amounts invoiced and paid under the Agreement; (ii) all amounts invoiced and payable but not yet paid under the Agreement; and (iii) all amounts in respect of which Fujitsu Services is entitled to invoice pursuant to the terms of this Agreement but has not yet done so.

2.2 "**Additional Services**" means any combination of any of the following:

2.2.1 Committed Development Services;

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2.2.2 extensions or changes to current Services within the Term of this Agreement but excluding any extensions or changes or new Services directly related to the current POLSAP Services, and/or Branch Network Services

2.2.3 evolved and updated services introduced as a result of Project Everest;

2.2.4 Programme Spend; and

2.2.5 new Services (whether under this Agreement or otherwise) which Fujitsu Services has chosen to bid for, to the extent awarded to Fujitsu Services and which are performed during the Commitment Period, excluding any extensions or changes or new Services directly related to the current POLSAP Services, and/or Branch Network Services,

2.3 "**Committed Development Services**" means any Development Services ordered by Post Office on the basis of a minimum pre-committed spend or capacity in accordance with the processes and principles contained within Schedule I3 (Digital Development Services).

2.4 "**Committed Spend**" means committed total spend under this Agreement for:

2.4.1 the Operational Services (including HNG-X Test Infrastructure);

2.4.2 the Horizon Software IPR pursuant to Clause 30.19 of the Agreement;

2.4.3 the Core Team

2.4.4 Trinity 3; and

2.4.5 Invest to Save provisions as described in paragraph 17 of Schedule D1,

in each case during the Commitment Period that would have been payable by Post Office to Fujitsu Services pursuant to this Agreement but for the implementation of Variabilisation.

2.5 "**Commitment Period**" means the period starting on 1 April 2017 and ending 31st March 2023.

2.6 **"Pivot to Cloud"** means the evolution of the Horizon system services and the underlying infrastructure to the Fujitsu Services K5 cloud based hosting environment. For clarity, Pivot to Cloud is being implemented under two programmes of work, referred to as "Cloud Enablement" (also known as "K5 foundation") and "Belfast Migration".

2.7 "**Programme Spend**" means all spend relating to Services relating to the following Post Office programmes of work: (i) Solar (including Project Mercury); and (ii) Pivot to Cloud (including costs associated with decommissioning, and remaining payments with respect to the lease charges for Belfast data centres agreed by Post Office within the Belfast Migration project) including all Charges for all CTs relating to the same (whether ordered on a committed basis or time and materials).

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2.8 **"Project Mercury"** means the initial iteration of HNGT delivered as part of Solar.

2.9 **"Solar"** means the development of a new version of the Horizon application with a Thin Client HTML5 browser driven solution delivered from the Fujitsu Services K5 cloud that is capable of offering Post Office products and services from the Post Office Counters and retail partners.

2.10 "**Trinity 3**" refers to the risk and resilience project relating to the data centre asset refresh for the Belfast data centre, as is set forth within paragraph 1.2.2 (b) of Schedule E (Termination and The Exit Plan). For the purposes of assessing Committed Spend, the committed value of Trinity 3 shall be considered to be £7.5m in 2019/20 and £7.5m in 2020/21.

2.11 **"Variabilisation"** means the process by which the parties are agreeing changes to the pricing model for the Services to a consumption-based, demand-driven, charging mechanism, including through evolution of the application support, service management and reporting Services to underpin the move to demand driven charges and which will affect the revised technology and to support Post Office's future business strategy, the framework for which is set out in Schedule I2 (Variabilisation Framework).

3. COMMITMENT

3.1 Post Office shall procure from Fujitsu Services Additional Services that can be compliantly awarded to Fujitsu Services such that the Actual Spend during the Commitment Period is no less than the Committed Spend.

3.2 The Parties agree that, as at 1 April 2017, the Committed Spend, were the Commitment Period to run from 1 April 2017 until 31 March 2023, is £195.74m and is made up of the figures set out in Annex 3 to this Schedule I1 (Revenue Switch Mechanism), it being understood that: (a) the provisions of the Agreement that operate to vary the Charges comprising the Committed Spend will continue to do so (including, but not limited to, indexation and termination); and (b) in the event that the Commitment Period ends prior to the 31 March 2023, the Committed Spend will be calculated for the shorter period and will also include the Termination Charges calculated in accordance with the Agreement. The parties will monitor and regularly update the Committed Spend in accordance with Annex 1 to this Schedule I1 (Revenue Switch Mechanism) and the final Committed Spend figure shall only be established by the parties at the expiry of the Commitment Period.

3.3 Where a CT relates to Committed Development Services, all spend under such CT (whether above or below any commitment therein) shall be included within Actual Spend. In addition, where any such CT is terminated in advance of its anticipated end date (whether any relevant commitment has been met or not), all amounts invoiced and paid under such CT shall be included within Actual Spend.

3.4 All Programme Spend from 1 August 2017 onwards shall be included within Actual Spend.

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3.5 For the avoidance of doubt, Actual Spend shall not include any amounts relating to any spend agreed and contracted for between Post Office and Fujitsu Services on an ad hoc, time and materials basis, save for where such spend forms part of Programme Spend.

3.6 On a six-monthly basis, within the appropriate commercial governance forum, the parties shall review Actual Spend to date and the Committed Spend in accordance with Annex 1 to this Schedule I1 (Revenue Switch Mechanism). Notwithstanding any such review of Actual Spend, Post Office's success in procuring Additional Services to meet the requirements of paragraph 3.1 shall only be finally assessed at the end of the Commitment Period.

3.7 No later than 3 months prior to the start of the final 12-month period of the Commitment Period, Post Office and Fujitsu Services shall meet at an executive level to assess whether Actual Spend is likely to meet Committed Spend by the end of the Committed Period and agree any relevant actions that may be required.

3.8 In the event that at the end of the Commitment Period the Actual Spend does not exceed the Committed Spend, the matter shall be escalated between the parties to the appropriate governance forum involving attendees at the most senior level for both Post Office and Fujitsu Services for consideration and agreement as to any relevant actions that may be required to bridge the gap between the Actual Spend and Committed Spend. If following such escalation, no resolution is agreed between the parties within 30 days from the date of such escalation, Fujitsu Services shall have the right to invoice the Post Office for the difference between the Committed Spend and the Actual Spend and the Post Office shall pay that invoiced amount in accordance with the payment timescales set out within Schedule D2 (Ordering, Invoicing and Payment).

3.9 There may be circumstances where Fujitsu Services chooses not to bid for a new service (including, but not limited to, where the required service is predominantly for pass-through third party goods or services). To the extent that the parties agree that it would make strategic sense for Fujitsu Services to provide these new services the parties shall, acting reasonably, agree the extent to which the spend on such new services shall be included within Actual Spend. By way of example, this may involve splitting the new services into multiple CTs or service lines to isolate the pass-through costs from spend on Fujitsu Services' resources.

4. WORKED EXAMPLES

4.1 Annex 2 contains various worked examples of the operation of this Schedule I1 (Revenue Switch Mechanism).

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ANNEX 1

Key Principles for Review Process

Part A – Committed Spend Review

1. The Parties agree that the Committed Spend will be reviewed and revised, using the mechanisms in the Agreement, for the purposes of tracking Actual Spend at the end of the Commitment Period against the Committed Spend.

Part B – Tracking Actual Spend and Forecast

1. For the purposes of Paragraph 3.6 of this Schedule I1 (Revenue Switch Mechanism) the first review shall take place before 31 May, 2018.

2. Each review shall:

    a. agree the values to be included in the Actual Spend in terms of each of the categories detailed in paragraph 2.2 of this Schedule I1 (Revenue Switch Mechanism); and

    b. escalate any unresolved items to the executive governance forum.

3. The parties shall record in the minutes of the executive governance forum the agreed Actual Spend total for each review period.

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ANNEX 2

Worked Examples

Example 1

In Year X the Committed Spend for the period is £31m including indexation adjustment for BAU and Test Rigs, and £7.5m for Trinity projects. Through Everest the projected spend is as follows:

1. Horizon Agreement for year x has Operational Services (BAU)
    a. fixed price component of £15m
    b. variable price estimate of £12m
2. DDS and Core teams has
    a. Fixed price of £4m
    b. DDS capacity order for the year is £5m for 100 sprint resource units
3. Belfast Migration spend is forecast to be £5m
4. During the year the DDS through governance the following changes are made
    a. Capacity reduced and used to 90 sprint resource units
    b. POL orders 50 days call off consultancy to support as hoc requirements of which 30 days are used
    c. Changes to Belfast solution which simplifies the migration and reduces spend by £1m
    d. Additional resources are required from Japan for Belfast Migration and ordered on a time and material (T&M) basis at an estimated cost of £500k.
5. Consumed resource units for the year are
    a. BAU variable £12.5m
    b. DDS Resource Units £ 4.5m
    c. Belfast main contract £ 4.0m
    d. Belfast Japan £ 0.3m

The annual review would therefore confirm the following:

6. Committed Spend for the year is

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a. BAU & Test Rigs £31.0

b. Trinity projects £ 7.5

£38.5m

7. Actual Spend for the purposes of calculation are

a. BAU fixed £15.0

b. BAU Variable £12.5

c. DDS & Core Fixed £ 4.0

d. DDS Resource Units £ 4.5

e. Programme Spend £ 4.3

£39.5m

Notes to accompany worked example 1:

- The Belfast Japan time and material charges are included in the Actual Spend because all of Belfast Migration is included in the definition of Programme Spend. Accommodation and agree travel expenses would not be included in the Actual Spend.

- Notwithstanding paragraph 3.6 of Schedule I1 (Revenue Switch Mechanism), although reviewed on a sixth monthly basis for convenience, the ultimate assessment of whether Actual Spend exceeds the Committed Spend shall be undertaken at the end of the Commitment Period and accordingly there is no consequence should Actual Spend fail to exceed Committed Spend in respect of any given year.

Example 2

The scenario is as per Example 1 with the following additions.

1. Post Office awards a new Service to Fujitsu Services under the Agreement of an estimated £1m per annum starting at the beginning of year x, priced 100% on a variable Resource Unit cost of £500.

2. Post Office places multiple CTs during the year of £3m on a T&M basis.

3. Post Office places new project (Project Calculus) with Fujitsu Services at the start of the year for £2m for a specified mix of skills. Project Calculus is outside of the definition of Programme Spend. This is placed as follows

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a. £1.5m for fixed capacity order billed on T&M basis

b. £0.5m as a capped T&M.

4. At the year end the utilisation was

   a. New Service Resource Units is 1800 = £0.9m

   b. Project Calculus capacity (increased through governance) £1.6m

   c. Project Calculus T&M £0.3m

5. The impact on the Actual Spend for calculation purposes is

a. Existing Actual Spend as per example 1	£39.5m
b. Service Resource Units	£ 0.9m
c. Project Calculus (capacity CT only)	£ 1.6m
	£42.0m

Notes to accompany worked example 2:

- Project Calculus charges can only be included in the Actual Spend when it is ordered within the definition of Committed Development Services (i.e. only those ordered under the CT for capacity). The time and material charges are excluded in the Actual Spend because the Development Services ordered by Post Office do not qualify as Additional Services as defined above. In summary:
  - All time and material resource under Programme Spend as defined in 2.6 above are included in Actual Spend (example 1 – Belfast Japan).
  - Other time and material charges not invoiced under a capacity CT are excluded from Actual Spend.

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ANNEX 3

Initial Calculation of Committed Spend

	2017/18 £m	2018/19 £m	2019/20 £m	2020/21 £m	2021/22 £m	2022/23 £m	Total £m
FO Run	25.0	26.0	26.7	27.3	27.6	27.6	**160.3**
Invest to Save Credit	-1.5	-0.8	-1.1	-1.4	-1.6	-2.0	**-8.4**
Total FO Run Incl. I2S Credit	**23.4**	**25.2**	**25.6**	**26.0**	**26.1**	**25.6**	**151.9**
Core Team	2.8	2.9	3.0	3.1	3.1	3.1	**18.0**
Horizon Tech Refresh	-	-	8.0	8.2	-	-	**16.2**
IP Licensing	-	-	-	-	-	10.0	**10.0**
Invest to Save	3.9	-0.0	-0.0	-	-	-	**3.9**
Total (excl. Test Rigs)	**30.1**	**28.1**	**36.6**	**37.2**	**29.2**	**38.7**	**200.0**
HNG-X Test Infrastructure	2.3	2.3	1.0	1.0	1.0	1.0	**8.7**
Total (Incl. Test Rigs)	**32.5**	**30.4**	**37.6**	**38.2**	**30.2**	**39.8**	**208.6**

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Committed Spend = **£208.6m for full term of the Horizon Agreement, calculated as at 1 April 2021**

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Schedule I2

Variabilisation Framework

1. VARIABILISATION APPROACH

1.1 Variabilisation Principles

1.1.1 "**Variabilisation**" refers to the process of changing the pricing model for the Services to a consumption-based, demand-driven charging mechanism, including through evolution of the application support, service management and reporting Services to underpin the move to demand-driven charges through a revision of technology and to support Post Office's future business strategy.

1.1.2 The baseline for the purposes of assessing the success of Variabilisation is the total 2017/18 Service Charges for the Operational Services plus HNG-X Test Infrastructure, being £27.24m (the "**Baseline**") (established in accordance with Annex 1).

1.1.3 Through following the process of Variabilisation as described within this Schedule, the parties aim to move Operational Services plus HNG-X Test Infrastructure, the Charges for which represent, during 2017/18, at least 50% of the Baseline, to a consumption-based or demand-driven charging mechanism (the "**Variabilisation Goal**").

1.1.4 The parties will aim to achieve the Variabilisation Goal through an open and transparent joint process. Variabilisation shall be completed by 31 March 2020 ("**Variabilisation Completion**").

1.1.5 The parties will, through the relevant joint governance forums, agree a rolling six-monthly plan, detailing the intended Variabilisation activities to be undertaken by the parties during such period.

1.1.6 The achieved percentage of Variabilised Services (defined below) as against the Variabilisation Goal shall be regularly assessed by the parties within the relevant governance forum and ultimately upon Variabilisation Completion. A worked example of how this achieved percentage is calculated is included at Annex 2 of this Schedule I2 (Variabilisation Framework).

1.1.7 Where any Variabilised Service is charged on the basis of consumption but for reasons of service continuity, protection, financial reasons or

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otherwise, Post Office agrees to a minimum quantity of consumed units, the entire spend on such Variabilised Service shall be considered "variable" for the purposes of assessing the achieved percentage of Variabilised Services against the Variabilisation Goal.

1.2 **Variabilisation Framework and Candidates**

1.2.1 Within this Schedule, a "**Resource Unit**" shall refer to any unit of consumption for an element of a Variabilised Service as may be agreed between the parties.

1.2.2 Certain elements of the Services may be provided on the basis of specific activities and responsibilities which are Variabilised such that the consumption of such elements by Post Office is measured on a Resource Unit basis. The provision of such Variabilised Services shall be undertaken on the basis of this Schedule I2 (the "**Variabilisation Framework**"). Together, those elements of the Services delivered on a Variabilised basis under this Variabilisation Framework shall be the "Variabilised Services".

1.2.3 As part of Variabilisation, the parties shall jointly identify candidate elements of the Services to be delivered as a Variabilised Service (each being a "**Variabilisation Candidate**"). Each Variabilisation Candidate shall be described in writing, with such written proposal to include:

1.2.3.1 a summary of the Variabilisation Candidate;

1.2.3.2 details of the specific Services that are within the scope of such Variabilisation Candidate (including describing in appropriate detail the changes proposed to the existing Services);

1.2.3.3 any transition or implementation activities that may be required to deliver the Variabilised Service (including any proposed charges relating to the same);

1.2.3.4 details of the underlying Resource Unit by which the Variabilisation Candidate shall be charged to Post Office (with such Resource Unit meeting the characteristics set out within paragraph 1.3 below); and

1.2.3.5 a pricing proposal for the underlying Resource Unit for the Variabilisation Candidate.

1.2.4 Each party shall provide the other with reasonable support and assistance as may be required to establish and document each Variabilisation

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Candidate. This may include appropriate workshops and other assistance with discovery and establishment of appropriate Resource Units.

1.2.5 Where the parties agree a Variabilisation Candidate, the Parties shall document in writing such Variabilisation Candidate through the execution of a CCN (each a "**Variabilisation CCN**"). For the avoidance of doubt:

1.2.5.1 each Variabilisation CCN shall include: (i) all relevant changes to the Services; (ii) all relevant changes to the provisions of this Agreement relating to the Charges for the Services to include the agreed charge per Resource Unit and other associated Resource Unit details relating to the Variabilisation Candidate; and (iii) any other required changes to the Agreement; and

1.2.5.2 where a Variabilisation Candidate requires transition or implementation activities in order to deliver the Variabilised Services, the parties will execute an appropriate CT where necessary.

1.2.6 The parties acknowledge that:

1.2.6.1 standard commodity-based services provided by Fujitsu Services may meet the requirements of Variabilisation using the standard pricing mechanisms for such services;

1.2.6.2 not all elements of the Services or components of the pricing mechanism may be suitable to move to a demand-driven model; and

1.2.6.3 protection and surety of the Horizon system may require a form of minimum consumption commitment from Post Office to enable Fujitsu Services to meet the service levels and obligations in this Agreement, both current and as may be varied. Notwithstanding this, such minimum commitment should be with reference to a minimum number of Resource Units, rather than minimum spend.

1.3 Resource Unit Characteristics

All Resource Units will have the following characteristics:

1.3.1 consumable on a variable basis by Post Office based on actual demand;

1.3.2 sufficiently granular so as to be truly flexible such that the number of resource units consumed changes meaningfully with an increase or decrease in consumption (for example, if Post Office requires an activity

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to be performed by Fujitsu Services 100 times, a Resource Unit for the single activity, with the task charged as 100 Resource Units, would meet this requirement, whereas a Resource Unit for the activity to be performed 100 times, with the task charged as 1 Resource Unit, would not);

1.3.3 capable of tangible, individual and objective measurement;

1.3.4 wherever possible, aligned with an industry-standard definition of the applicable Resource Unit;

1.3.5 individually priced with a clear and objective adjustment mechanism for changes in consumption; and

1.3.6 accompanied by clear, agreed factors which qualify an activity as meeting any size qualification which may apply to the Resource Unit (for example, the factors that establish the Resource Unit as being "small" or "large" or "simple" or "complex").

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Annex 1

Baseline Figure

	2017/18 *£m*
FO Run	24.90
Test Rigs	2.34
Total	**27.24**

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Annex 2

Worked Examples

Calculation of like-for-like service charges

The following hypothetical example assumes that all transitional programmes have completed across each Service line. The revised split of operational costs are as follows:

1. Data Centre Operations and Central Networks - calculated on a like for like basis within the Pivot to Cloud project
    a. Fixed price element £4.0m
    b. Minimum Resource Unit value £2.0m
    c. Like for like other variable Resource Units £1.5m
    d. Total £7.5m
2. Third and Fourth line support (excluding any impact of creating of OpEx to Capex)
    a. Fixed price element £3.5m
    b. Minimum Resource Unit value £2.0m
    c. Like for Like variable Resource Units £2.8m
    d. Total £8.3m
3. Service & Security Management (£6.5m)
    a. Fixed price element £3.0m
    b. Like for like variable Resource Units £2.8m
    c. Total £5.8m
4. Test Rigs
    a. Fixed Price Element £0.5m
    b. Minimum Resource Units £1.8m
    c. Total £2.3m

5. Summing the above totals, the total cost of like for like Operational Services and HNG-X Test Infrastructure post-Variabilisation is therefore **£23.9m**

Calculation of achieved Variabilisation percentage is as follows:

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6. Minimum Resource Units and variable Resource Units

a.	Data Centre Ops and Central Networks	£3.5m
b.	Third and Fourth Line Support	£4.8m
c.	Service & Security Management	£2.8m
d.	Test Rigs	£1.8m
e.	**Total charges from variable Resource Units**	**£12.9m**

7. Variabilisation Achieved

   a. £12.9m of the total £23.9m is charged on a variable basis

   b. The Variabilisation achieved is therefore 12.9 / 23.9 = **54%**.

Note to accompany the Worked Examples:

The approach adopted above is to base the calculation on a like for like service obligations. Thus in the example the numbers reflect a hypothetical saving as a result of the revised operating model and new technology. This equates to baseline number pre-variabilisation of £3.34m.

For the purposes of this illustrative example a hypothetical split of Operational Charges has been used.

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SCHEDULE I2

Application Support and Maintenance

Version History

Version No.	Date	Comments
13.0		Added as per CCN1642
14.0	20/12/2021	Updated as per CCN1649, CCN1700 and moving all Schedules to v14.0

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SCHEDULE I2

APPLICATION SUPPORT AND MAINTENANCE

Schedule I2.1

Service Description

The parties shall review the contents of CCDs SVM/SDM/SD/0004 and SVM/SDM/SD/0005 (and the relevant provisions relating to the Reference Data Management Service described within SVM/SDM/SD/0013) and agree a revised Service Description for Application Support and Maintenance services. The parties shall seek to agree such revised service description and document the same via a CCN no later than 14 August 2018 ("**Revised ASM Service**").

The following provisions shall apply from 1 July 2018 up to 31st March 2023.

1. **Interim ASM Service Model**
   In the interim period and until such subsequent CCN is agreed, the parties agree that Fujitsu Services shall deliver the Applications Support and Maintenance (ASM) Service in accordance with the Service Descriptions SVM/SDM/SD/0004 and SVM/SDM/SD/0005 (and the relevant provisions relating to the Reference Data Management Service described within SVM/SDM/SD/0013) in respect of which the resources provided as part of ASM undertake this work (the charges for which are set out in Annex B (Operational Charges Table, under the Reference Data Management Service row) to Schedule D1 (Charges)) ("Existing CCDs"), but with the following changes applied as set out within the remaining provisions of this Schedule I2.

1.1 Post Office and Fujitsu Services will create a mandatory Business Impact Forum ("BIF") as a weekly meeting which will have as its agenda and the Terms of Reference the items set out in Appendix A to this Schedule.

1.2 The parties shall review the contents of Appendix A and shall agree any required updates together with amended meeting attendees and terms of reference for the BIF. Until such time as the formal BIF meeting is superseded by a CCN, these provisions shall continue to apply.

1.3 Fujitsu Services will receive all Incidents with respect to Business Capabilities and Support Facilities and associated POL Service Types (regardless of Severity Level) from the Post Office third party service integrator.

1.4 Where a Problem exists as a result of an Incident, all Severity 1 and 2 Problems will be managed in accordance with the Existing CCDs but with respect to Problems relating to Severity 3 or 4 Fujitsu Services shall notify the Post Office and gain its consent to fix the Problem. Post Office shall provide its consent or rejection to such fix within [2] business days following a BIF meeting. The Demand Planning Forum will then prioritise the fix and schedule a suitable timeframe for the fix.

1.5 Notwithstanding paragraph 1.4, where Fujitsu Services reasonably determines that a Severity level has been wrongly allocated (for example a Severity 3 should have been

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a Severity 1 or Severity 2), Fujitsu Services shall be entitled to fix that Problem and Fujitsu Services shall inform Post Office of this fact at the next BIF.

1.6 Fujitsu Services will seek to identify trends in Incidents calls which have been caused as a result of a known Problem. In the event that, despite the Post Office having previously requested that the Problem is not to be fixed, Fujitsu Services has identified that the Problem has caused one or more further Incidents to be raised, which causes Fujitsu Services to incur costs or otherwise negates the business case for the previous decision not to fix the same, Fujitsu Services shall be entitled to escalate the matter to the Service Director or the Group CIO to gain approval to complete the fix.

1.7 All Incidents shall be managed in accordance with the ASM Service. Where the ASM Service identifies that the Problem associated with an Incident relates to a Product as defined in Schedule I3 (Digital Development Services) then the resolution of the Problem shall be passed to the DDS Standing Platform Team as a resolver group. For the avoidance of doubt whilst the ASM Service shall be responsible for management of the Incident and associated Problem the responsibilities for resolution remains within the DDS Standing Platform Team.

2. Cost Driving Initiatives

Fujitsu Services and Post Office will work collaboratively together to minimise any impacts to the delivery of the service. These include assessing the Post Office Responsibilities set out in Appendix B. Where there is a material impact to the service a service improvement / initiative will be incepted, and the matter shall be escalated to the Service Director or the Group CIO. The contents of Appendix B shall be reviewed annually and updated accordingly.

Definitions

ASM	Means Application Support and Maintenance
Capital Projects	means any work agreed by the parties which can be undertaken by spare Development Capacity Resources, in respect to which Post Office can be capitalised
Development Capacity Resources	means the Fujitsu Services resources undertaking ASM which the parties have agreed should be assigned to undertake Capital Projects.
Known Error Log (KEL)	means a single electronic record maintained by Fujitsu Services which records details of known errors and specifying workarounds and "Known" errors shall be construed accordingly
Minimum Evidence Set	documentation required in order for Fujitsu Services to support the Incident, as agreed from time to time between the parties
Problem	a Problem is an application related issue being the root cause of one or many Incidents
Incident	an unplanned interruption to Business Capabilities and Support Facilities and associated POL Service Types or failure of a component of any of the above.

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Appendix A
Business Impact Forum

Objectives
The purpose of the forum is to:

- Decide upon the severity/business impact and priority of Problems (and decide whether a fix is to be made).
- Assess the cost to fix Problems being development costs, test costs release and implementation costs.
- Assess the impact of deployment considering how soon does it need to be deployed and whether it needs to be prioritised.
- Assess the overall impact to the release (i.e., timeframes, cost, quality) that will be assigned to deliver the fix of the Problem as part of the scope of its deliverables.
- Assess the risk to the success and business objectives of the release that will deliver the fix to the live environment.
- Assess whether a workaround, if acceptable i.e. not compromising the integrity, availability and security of Horizon, is a more cost effective solution than the actual fix.
- Liaise with the Demand Planning Forum to schedule any approved fixes.

Terms of Reference

- The Business Impact Forum (BIF) convenes primarily to agree whether a Problem must be fixed or a workaround can be a feasible solution.
- Problems routed to BIF or Demand Planning Forum needs an action placed on it.
- The BIF is a joint Governance forum comprising representatives from Post Office and Fujitsu Services. The frequency of BIF is weekly.
- An agenda including the list of Problems to be discussed will be sent with a calendar invite before the set meeting date.
- Minutes capturing BIF decision and actions will be distributed after the meeting.

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Appendix B
Post Office Responsibilities

The following list are examples of the Post Office Responsibilities which will support Fujitsu Services in freeing up Development Capacity Resource and help realise the optimisation and cost savings initiatives. This list shall be reviewed annually to add or remove as appropriate. Any issues relating to these or any other issues which are affecting ASM will be raised within the Service Review meeting.

Post Office shall:

1. ensure the Post Office third party service integrator understands the ASM Service boundary described in Annex 1, to help ensure that only ASM Service Incidents that Post Office requires Fujitsu Services to resolve are passed to ASM Service;

2. ensure that its Branch Post Masters conform to their process obligations with respect to the Track and Trace Despatch Report;

3. provide Fujitsu Services with the specifications of the Branch infrastructure;

4. manage the Post Office third party service integrator such that processes agreed within this ASM Service Service Description are maintained;

5. ensure the Post Office third party service integrator provides information relating to each Incident as defined in the Minimum Evidence Set to Fujitsu Services in a timely manner (relevant to the associated severity of the Incident) when requested and determined by Fujitsu Services as reasonably necessary, to facilitate the Incident resolution;

6. provide sufficiently skilled resources who can attend the BIF and who are empowered to make decisions as to whether such Incidents or Problems should be resolved;

7. respond to Fujitsu Services' requests for additional information on unresolved Incidents within 2 business days of request, otherwise the Incident will be returned to the Post Office third party service integrator and any Incident Management SLTs shall not apply until such time as the information has been provided;

8. agree to formally document in a Known Error Log (KEL), where Post Office has decided not to proceed with a fix for any Incident or Problem and to share such document with the Post Office third party service integrator to ensure that it does not raise any further Incidents relating to the same issue to Fujitsu Services;

9. to ensure any third party products in respect of which Post Office owns the licence (and any related support agreements) and which are used by Fujitsu Services to deliver the ASM Service, remain in place;

10. ensure that commentary and evidential data relating to Incidents can be automatically transferred between the Post Office third party service integrator and Fujitsu Services' ASM Incident management systems via the current Incident Management tool used by the parties;

11. ensure that any new or updated KEL, communicated by Fujitsu Services via an email to the Post Office third party service integrator is updated on the Post Office third party

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service integrator systems within a reasonable timescale depending upon the Severity of the Problem following receipt by the Post Office third party service integrator;

12. ensure that the ownership and management of all Incidents remains with the Post Office third party service integrator. The Post Office third party service integrator will own the interface with Users and be responsible for all communication with that User;

13. manage all Post Office third party application providers to which the ASM Service interfaces, obliging such third parties to respond to Fujitsu Services in a timely manner (relevant to the associated severity of the Incident) where Fujitsu Services reasonably considers that an Incident is related to that third party application interface, otherwise the Incident will be returned to the Post Office third party service integrator and any Incident Management SLTs shall not apply until such time as the information has been provided;

14. permit all ASM resources to access both application code, configuration details and application data sets as strictly necessary to provide the ASM Services by agreeing which ASM resources will be permitted under the PCI security controls;

15. maintain the Service Management Service, Management Information Service, Security Management Service and the ongoing provision of the HNG-X Test Infrastructure (until a new cloud platform is available), as this ASM Service depends on such Services and Infrastructure being in place; and

16. provision of a representative test system which simulates the live Operational Service available to the Incident Service (described above) to allow the reproduction of Incidents (that can be replicated) and the testing of workarounds.

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Schedule I2.2

ASM Charges and Commercial Provisions

1. CHARGES

1.1 The Charges for the Application Support and Maintenance Services (subject to the Committed Savings set forth within paragraph 2 below) are as set out within Schedule D1.

1.2 The following provisions apply to the current ASM Charges:

1.2.1 the impact of the Invest to Save Credit and the Trinity Credit will be managed as part of the overall monthly invoicing for the Operational Charges and is excluded from the above values;

1.2.2 the Restructuring Charges and Committed Savings (each as defined below) shall be applied in addition to the Charges;

1.2.3 the Charges are subject to the indexation provisions set out in Schedule D1; and

1.2.4 will be invoiced in accordance with Schedule D2 paragraph 6.

2. COMMITTED SAVINGS

2.1 In consideration for Post Office agreeing to pay the Restructuring Charges (as defined below) in addition to the Charges referred to in paragraph 1.1, above, Fujitsu Services shall restructure the Application Support and Maintenance Service, including through:

2.1.1 design and implementation of organisational structural changes;

2.1.2 ways of working process changes,

in order to transition to and deliver a set of revised Application Support and Maintenance service over a 2 year period.

2.2 The Committed Savings shall apply to the Charges with effect from 1 April 2018 until 31st March 2023.

2.3 The "**Restructuring Charges**" shall be as follows:

Date of Payment	**30 September 2018**	**30 June 2019**
Charge	£2,000,000	£1,000,000

2.4 The "**Committed Savings**" shall be as follows:

Year	**2018/19**	**2019/20**	**2020/21**	**2021/22**	**2022/23**

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Saving	-£1,500,000	-£1,500,000	-£1,000,000	-£1,000,000	-£1,000,000

3. OPTIMISING DEVELOPMENT CAPACITY RESOURCE

3.1 Fujitsu Services will make available up to £3,000,000 per annum up until 31st March 2023 (as amended through the allocation of the Invest to Save Credit) of Application Support (Fourth Line) resource capacity ("**Development Capacity Resource**") which can be utilised to deliver capital value projects (each a "**Capital Project**") as well as the additional resources outlined in the table below (together the "**ASM Support Package**"):

Activity	Capped Amount per month
Development Capacity Resource	£160,000
Architecture	£50,000
Project Management	£20,000
SV&I Testers	£20,000

The figures outlined above shall be the maximum monthly amount Post Office can benefit from under the ASM Support Package by resource type; any overspend in any month for any resource type shall be charged on a time and materials basis for that billing period using the Rate Card. Fujitsu Services will advise Post Office promptly in writing when they have reached 80% of this total capped monthly allowance by resource type. The additional resources in the ASM Support Package (Architecture, Project Management and SV&I Testers) cannot be utilised to deliver Capital Projects outside of changes to the Horizon application. The ASM Support Package shall not be used to deliver anything under the Digital Development Services.

3.2 The parties shall cooperate to optimise the use of the Development Capacity Resource capacity and such use shall be through

3.2.1 The Parties identifying, and Fujitsu Services managing and delivering a Capital Project which requires no additional resources other than the Development Capacity Resource and the additional resources identified under the ASM Support Package and the available resource capacity has the requisite skills and experience available for the specific requirements of the Capital Project at the time of request; or

3.2.2 The process described in paragraph 3.8 below

3.3 Spare capacity and any of the ASM Support Package not used in a particular month will not be carried over from a previous month.

3.4 Not Used

3.5 Not Used

3.6 Not Used

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3.7 Not Used

3.8 Upon receipt of a request for a Capital Project, Fujitsu Services shall, triage the requirement in accordance with the CWO process currently in place in order to determine the required resource profile and availability of appropriately skilled resources to be allocated to the project, taking into account current Service Incidents and Problems and resource requirements for existing Capital Projects.

3.9 The Change Work Order for the requested Capital Project will include the estimated number of days which are intended to be delivered by the ASM Support Package, and which additional resources will need to be funded (if any). For CWOs where no additional resources outside of the Development Capacity Resource are required, the value of the CWO will be shown as Zero. For CWOs where some additional resource is needed, the CWO will provide an approximate, estimated split (expressed as a resource break down) between the resources to be provided from the Development Capacity Resource and other resources for the purposes of calculating an estimate. Fujitsu Services will not however subsequently invoice for the resources that makes up the ASM Support Package unless the maximum caps detailed in Paragraph 3.1 are achieved.

3.10 A monthly report will be provided detailing the number of days of resource used under the ASM Support Package per grade that has been consumed by agreed fixes, CWOs or otherwise by Capital Projects to date. This monthly breakdown of effort used on each CWO within each pot under the ASM Support Package will be provided in order for Post Office to cross charge to the relevant projects.

3.11 Post Office will raise a purchase order for the full CWO value irrespective of any split between the ASM pot and T&M except in relation to any Development Capacity resource estimates.

3.12 The parties will attend weekly meetings to review the forward forecast, with the aim of maintaining a view of the next quarter's demand. Any impediments to mutual progress and the priority level of activities will be raised in this meeting. The Parties may agree, where the forecast does not provide sufficient Capital Projects to meet the ASM Support Package capped amounts provided in Paragraph 3.1 above, to use the Development Capacity Resource to undertake additional agreed activities where no other resources are required, either in the absence of, or prior to, signature of a CWO. This resource shall be tracked by a spreadsheet managed by Fujitsu Services.

3.13 Fujitsu Services will provide a rolling forecast of the following 12 months for all Capital Projects that are in progress, reflecting the expected resource profile for all agreed and signed CWOs. The forecast of unsigned CWOs will be evenly spread over the estimated period of delivery.

3.14 Fujitsu Services shall track and report on utilisation of the ASM Support Package. The cost of undertaking this activity shall be deducted from the Project Management capped amount per month detailed in paragraph 3.1. The Project Management capped amount shall therefore be reduced by £3,360 per month.

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SCHEDULE I3

Digital Development Services

Version History

Version No.	Date	Comments
13.0		Added as per CCN1643
14.0	20/12/2021	Updated as per CCN1667a, CCN1669a, CCN1670a, CCN1675, CCN1700 and moving all Schedules to v14.0

SCHEDULE I3

DIGITAL DEVELOPMENT SERVICES

1. BACKGROUND

1.1 Paragraph 10 of the MOU outlined the parties' intention to agree a structure and process required for Fujitsu Services to establish a Fujitsu Services-led agile software delivery capability (the "**Digital Development Services**" or "**DDS**"), including:

1.1.1 the contractual mechanism for incorporating the new delivery capability into the Agreement;

1.1.2 the financial charging mechanism;

1.1.3 the roles, responsibilities and dependencies required for Fujitsu Services to lead the agile teams;

1.1.4 the size and scope of the teams; and

1.1.5 the mechanisms and processes required to manage the developments.

1.2 Accordingly this Schedule I3 (*Digital Development Services*) sets out the structure and process by which Fujitsu Services shall provide, and the Post Office shall consume, Digital Development Services.

1.3 For clarity where the parties agree to use the DDS in order to develop Software the provisions relating to Development Services within Schedule B1.1 (Development Services) shall not apply.

1.4 The provision of this Schedule I3 shall apply until 31st March 2023, after which the Digital Development Services shall expire.

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2. DEFINITIONS

The following terms shall have the corresponding meanings for the purposes of this Schedule I3 (*Digital Development Services*):

Acceptance means, in respect of any Sprint Requirement, that the Sprint Functionality meets: (i) its Acceptance Criteria; and (ii) the relevant Definition of Done in accordance with the provisions of paragraph 1.25 of Appendix 1 (*Agile Methodology*), and "**Accepted**" shall be construed accordingly;

Acceptance Criteria means, in respect of any Sprint Requirement, the acceptance criteria that shall be applied to the relevant Sprint Functionality;

Acceptance Tests means, in respect of any Sprint Requirement, the tests to be run to determine whether the relevant Sprint Functionality complies with the relevant Acceptance Criteria and the expected results of those tests;

Agile Methodology means the processes and standards set out in or referred to by paragraph 9;

Agreed Metrics means the metrics referred to in Part 2 of Appendix 4 (*Governance*);

Business Case means, in respect of each Product, a document created by Post Office in accordance with its internal processes and requirements that builds upon the Product Vision and, amongst other things, sets out the expected: (i) investment required for creating the Product; (ii) tangible and intangible benefits; and (iii) financial return on investment;

Collaboration Technology means compatible audio and video conferencing facilities between the Post Office and Fujitsu Services with the ability to share screens;

Daily Stand Up means a meeting of the Sprint Team on each Business Day during the DDS Term (except during any period of leave agreed by the parties) to discuss: (i) tasks completed on the previous Business Day; (ii) tasks to be completed on the current Business Day; and (iii) any impediments potentially affecting attainment of the Sprint Requirements;

DDS Commencement Date means 1 August 2018;

DDS Rate Card means the rate card set out in Appendix 5 (*DDS Charges*);

DDS Service Review means the meeting described under the heading DDS Service Review in Part 1 of Appendix 4 (*Governance*);

DDS Term means the period of time from the DDS Commencement Date until 31 March 2023;

DDS Tools means the tools listed in Appendix 6 (*Tools*), together with any other tools required for delivery of the DDS as agreed between the parties and specified in the Product Overview Document;

Definition of Done means, in respect of any Sprint Requirement, the criteria set out in Appendix 2 (*Definition of Done*) as well as any additional specific criteria agreed

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by the parties that must be successfully met for the specific Sprint Functionality to be considered complete;

Definition of Ready has the meaning given in paragraph 1.11 of Appendix 1 (*Agile Methodology*);

Delivered Sprint Requirement means a Sprint Requirement that is Accepted;

Demand Forecast means the overall forecast of demand for the Digital Development Services, including details of all Products within scope of DDS;

Digital Demand Forecasting Board means the meeting described under the heading Digital Demand Forecasting Board in Part 1 of Appendix 4 (*Governance*);

Disrupted Sprint has the meaning given in paragraph 11.4;

Estimating Methodology means the agile methodology used for the purposes of sizing User Stories and allocating an appropriate number of Story Points, as agreed between the parties;

MOU means the memorandum of understanding between Post Office and Fujitsu Services dated 16 November 2017;

Participants means those persons referred to in Appendix 3;

Per Sprint Story Point Allocation means one hundred (100) Story Points;

Platform Standing Team has the meaning given in paragraph 3.5;

Post Office DDS Locations means the UK offices where any element of the DDS is performed by Fujitsu Services, being: (i) 101 Finsbury Pavement, London, EC2A 1RS; (ii) Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ; and (iii) 4 Middle Pavement, The Pavements, Chesterfield, S40 1PA;

Product means a software solution, or collection of software solutions with its own Product Backlog, managed independently of any other Product;

Product Backlog has the meaning given in paragraph 1.7 of Appendix 1 (*Agile Methodology*);

Product Initiation means the process by which the Product Delivery Manager and the Product Owner agree the Product Overview Document;

Product Roadmap means the document created per Product which sets out the roadmap for the Product including the Product Vision and the Release Plan and is updated by the Product Delivery Manager regularly;

Product Delivery Manager has the meaning given in paragraph 5.4;

Product Overview Document means the summary of the Product Vision, the architecture approach, the Release and Test Strategy, the intended service model and the initial release roadmap for each Product;

Product Owner has the meaning given in paragraph 5.2;

Product Sponsor has the meaning given in paragraph 5.3;

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Product Vision means a document created by Post Office as an outline of the Product, describing its goals, targeted benefits and overall focus;

Reference User Stories means the library of reference User Stories maintained by Fujitsu Services and reviewed, and where necessary updated, quarterly, containing example User Stories that have been sized and allocated a number of Story Points in accordance with the Estimating Methodology, with each such User Story also including narrative and description so as to set out the justification for the applicable number of Story Points that were allocated and, following the applicable Sprint, the number of Story Points actually required to complete such User Story;

Release means a collection of Delivered Sprint Requirements that have been approved by the Product Owner for release into the live environment in accordance with the Release and Test Strategy;

Release and Test Strategy means a document created by Post Office that sets out the approach to testing and release for the particular Product in accordance with Paragraph 8;

Release Plan means the planned schedule of releases for the Product to the live environment;

Relief Event means a failure by Post Office to satisfy the relevant Sprint Dependencies or Transition Dependencies;

Service Requirement means the document describing the nature and level of in-life support that the Product will require once accepted into production within the Post Office environment;

Software means the software to be developed under this Schedule I3 (*Digital Development Services*);

Source Code means the source code of the Software to which it relates, in the language in which the software was written, together with all related flowcharts and technical documents, all of a level sufficient to enable the Post Office's development personnel to understand, develop and maintain that Software;

Sprint means a development cycle performed as part of the DDS;

Sprint Backlog has the meaning given in paragraph 1.13.1 of Appendix 1 (*Agile Methodology*);

Sprint Closure Report means, in respect of each Sprint, the report to be created as an output of the Sprint Retrospective Meeting which sets out the number of User Stories completed in each Sprint as against the number of User Stories which were proposed to be completed within the same Sprint, details of any Relief Events, and any known reasons where the number of achieved User Stories is less than the number of proposed User Stories in the same Sprint;

Sprint Dependencies means the dependencies listed in paragraph 12 and, in respect of any specific Sprint, the dependencies agreed between the Product Owner and the Product Delivery Manager prior to the commencement of such Sprint in accordance with paragraph 1.14 of Appendix 1 (*Agile Methodology*);

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Sprint Functionality has the meaning given in paragraph 1.19 of Appendix 1 (*Agile Methodology*);

Sprint Planning Meeting has the meaning given in paragraph 1.13 of Appendix 1 (*Agile Methodology*);

Sprint Requirement has the meaning given in paragraph 1.13.7 of Appendix 1 (*Agile Methodology*);

Sprint Retrospective Meeting has the meaning given in paragraph 1.27 of Appendix 1 (*Agile Methodology*);

Sprint Review Meeting has the meaning given in paragraph 1.23 of Appendix 1 (*Agile Methodology*);

Sprint Team means the Participants in the Sprint (as described in paragraph 6.1) and any replacements from time to time;

Standard Sprint Team Structure has the meaning given in paragraph 6.1;

Story Points means a unit of measurement of the effort required for completion of each User Story to be estimated by the Sprint Team in accordance with the principles in paragraphs 1.7 and 1.17 of Appendix 1 (*Agile Methodology*);

Transition Dependencies means any Post Office dependencies upon which the successful completion of the transition activities set out within CT 2609 are dependent, as explicitly identified within the CT 2609 as Post Office Dependencies;

Transition Period means the period of transition as set out in the CT 2609; and

User Story means a non-technical description of a development requirement of Post Office, expressed as a high level outcome, including the intended operations, functions, performance, non-functional requirements, service requirements and other characteristics of the Software or part of the Software.

3. STRUCTURE OF THE SERVICE

The Oversight Roles

3.1 Each party will provide the oversight roles detailed in paragraph 4 to enable delivery and operation of the DDS in accordance with this Schedule I3.

3.2 Where any of Fujitsu Services appointed oversight roles are agreed by the parties to be provided from the Core Team, Fujitsu Services agrees that, notwithstanding paragraph 14.2 of Annex 3 of Schedule A2 to the Agreement, Post Office shall not be required to give three (3) months' notice to Fujitsu Services in order to effect this variation of the posts in the Core Team.

3.3 The Charges for the Fujitsu Services appointed oversight roles are detailed in Appendix 5 (*DDS Charges*).

Product Roles

3.4 The Product Roles provide services to support individual Products which sit outside of the Sprint Team structure, as more fully described in Appendix 3. The "**Product Roles**" will be made up of the following Participants and will, unless otherwise agreed

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during Product Initiation or subsequently during an annual review of the same for each Product by the parties, require one of each of the following Participants per Product:

3.4.1 Product Sponsor (Post Office role);

3.4.2 Product Owner (Post Office role);

3.4.3 UX designer (Post Office role);

3.4.4 Product Delivery Manager (Fujitsu Services role); and

3.4.5 Solution Owner (Fujitsu Services role);

who shall have the responsibilities set out in Appendix 3 (*Participants*).

The Platform Standing Team

3.5 Fujitsu Services shall provide a "**Platform Standing Team**", which shall provide an overarching capability to manage the delivery of the DDS and shall provide the following functions:

3.5.1 platform engineering;

3.5.2 environment and configuration engineering;

3.5.3 CI/CD automation engineering;

3.5.4 security engineering;

3.5.5 test automation engineering;

3.5.6 performance and availability engineering.

3.6 The Charges for the Platform Standing Team are detailed in Appendix 5 (*DDS Charges*).

Sprint Teams

3.7 Sprint Teams shall be responsible for delivering Software that provides functionality to fulfil User Stories under the DDS.

3.8 The make-up of a standard Sprint Team is detailed in paragraph 4 below.

3.9 Sprint Teams shall be ordered by Post Office in accordance with the process set forth within Appendix 5 (*DDS Charges*).

3.10 The Charges for a standard Sprint Team are detailed in Appendix 5 (*DDS Charges*).

4. PARTICIPANTS AND THEIR RESPECTIVE ROLES

Post Office oversight roles

4.1 Post Office shall appoint a "**Delivery Lead**". The Delivery Lead shall have the responsibilities set out in Appendix 3 (*Participants*).

4.2 Post Office shall appoint a "**Test Manager**". The Test Manager shall have the responsibilities set out in Appendix 3 (*Participants*).

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4.3 Post Office shall utilise its existing release management process to carry out the activities assigned to the Post Office obligation to provide a release manager, the responsibilities for which are set out in Appendix 3 (*Participants*).

Fujitsu Services oversight roles

4.4 Fujitsu Services shall appoint a "**DDS Lead**". The DDS Lead shall have the responsibilities set out in Appendix 3 (*Participants*).

4.5 Fujitsu Services shall appoint an "**Architect Owner**". The Architect Owner shall have the responsibilities set out in Appendix 3 (*Participants*).

4.6 Fujitsu Services shall appoint a "**Release Coordinator**". The Release Coordinator shall have the responsibilities set out in Appendix 3 (*Participants*).

4.7 The parties may agree jointly to appoint an agile coach and where this is the case the parties shall fund this resource between them with the precise allocation to be agreed but based on the principle that both parties must derive benefit from this role for both parties to share the resource costs.

Location

4.8 Post Office agrees that the individuals fulfilling the Standard Sprint Team roles may be based in different locations, which may be geographically dispersed including outside the UK, provided that Fujitsu Services:

4.8.1 where individuals are working within Fujitsu Services controlled premises, provides the Sprint Team with Collaboration Technology that ensures that individuals are able to work efficiently and effectively across such locations; and

4.8.2 ensures that there is no compromise in quality of the Digital Development Services where roles in the Sprint Team fulfilled by members of Fujitsu Services personnel are delivering Digital Development Services from outside the United Kingdom, and ensures that Post Office has access to such members of Fujitsu Services personnel, including the ability to visit them at the relevant Fujitsu Services premises, provided that reasonable notice is provided by to Fujitsu Services by Post Office.

4.9 Where individuals are working within Post Office controlled premises, Post Office shall provide the Sprint Team with Collaboration Technology that ensures that individuals are able to work efficiently and effectively across such locations.

5. KEY PERSONNEL

5.1 The parties agree that the following roles shall be Key Personnel for the purposes of Clause 41 of the Agreement:

5.1.1 Product Delivery Manager;

5.1.2 DDS Lead; and

5.1.3 Architect Owner.

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6. SPRINT TEAM STRUCTURE

6.1 The following shall be the standard structure for a Sprint Team ("**Standard Sprint Team Structure**"):

6.1.1 1 ScrumMaster;

6.1.2 4 Developers;

6.1.3 1 Tech Lead;

6.1.4 2 Test Analysts; and

6.1.5 1 Business Analyst,

each of which shall have the responsibilities set out within Appendix 3 (*Participants*).

6.2 The parties acknowledge and agree the benefit of standardisation and consistency in the structure and delivery of the Digital Development Services. However, during the Product Initiation phase or at any other time agreed by the Digital Demand Forecasting Board (on at least 90 days' prior notice), if, despite having acted reasonably to seek to use the Standard Sprint Team Structure and standard size of Sprint Team, Post Office and Fujitsu Services are unable to make use of such Standard Sprint Team Structure, Post Office and Fujitsu Services may agree (or, in exceptional circumstances only, where the Standard Sprint Team Structure and standard size of Sprint Team cannot accommodate the Sprints intended for a Sprint Team, Post Office may require):

6.2.1 an alternative structure for a Sprint Team for a given Product that differs from the Standard Sprint Team Structure in which case the parties will agree upon the allocated roles to be contained within that alternative or smaller Sprint Team and consider any applicable necessary changes to the Per Sprint Story Point Allocation accordingly, taking into consideration the composition of the Sprint Team and increased (for example, due to improved communication as a result of a smaller team) or decreased (for example, a larger percentage of a smaller team providing management, rather than development, functions) efficiencies introduced through the size of Sprint Team;

6.2.2 an alternative, smaller size for a Sprint Team, in which case the parties will agree upon the allocated roles to be contained within that alternative or smaller Sprint Team and consider any applicable necessary changes to the Per Sprint Story Point Allocation accordingly; or

6.2.3 to fill a Fujitsu Services appointed role in the given Sprint Team with a Post Office individual (provided that the ScrumMaster and Tech Lead shall always be filled by Fujitsu Services).

6.3 For clarity, the day to day management of the Sprint Team resides with Fujitsu Services and Post Office shall ensure that any of the Sprint Participants who are Post Office roles agree to accept management and direction by Fujitsu Services.

6.4 For each Sprint, Fujitsu Services shall ensure that the Fujitsu Services appointed roles in the Standard Sprint Team Structure are filled by effectively trained individuals

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with the abilities, qualifications and experience necessary to meet the Sprint Requirements. The parties acknowledge the continuity benefit of retaining the same individuals in the appointed roles and therefore any changes will need to be managed to minimise Sprint disruption. In particular, Fujitsu Services shall not change any individual in the Fujitsu Services appointed roles without a valid, justifiable reason for doing so, which it shall provide to Post Office in advance of the individual being changed. Where the Sprint Requirements for a Sprint require particular skillsets, Fujitsu Services may, in consultation with the Product Owner, vary the individuals in the Fujitsu Services appointed roles for that Sprint in order to match such skillsets.

7. DEMAND FORECASTING

The Digital Demand Forecasting Board

7.1 Post Office shall be responsible for arranging and managing the Digital Demand Forecasting Board which shall meet every 12 weeks during the DDS Term, and as otherwise required. The Digital Demand Forecasting Board shall work with the Post Office's portfolio management processes to understand, assess and manage the overall Demand Forecast. Should the Digital Demand Forecasting Board fail to meet as scheduled, Fujitsu Services shall escalate the same to Post Office's Group CIO as a priority and the Digital Demand Forecasting Board shall urgently meet within 5 business days of such escalation.

7.2 The Digital Demand Forecasting Board shall be responsible for:

7.2.1 reviewing and registering new Products on the Demand Forecast by assessing whether there is available capacity for these within the current resources involved in the provision of DDS (as set out in Appendix 3);

7.2.2 agreeing the Sprint Team requirements and associated increase or decrease in other resources as appropriate on a 90 day ordering block as more fully described in Appendix 5;

7.2.3 shifting available capacity from one Product to another Product as forecast demand flexes (including where Post Office requires urgent works on a Product or otherwise wishes to prioritise or expedite a Product); and

7.2.4 allocating Sprint Teams to Product Owners and Product Delivery Managers/

The commercial mechanisms for ordering additional capacity or reducing a previous commitment are set out in Appendix 5 to this Schedule I3.

7.3 The provisional attendees to the Digital Demand Forecasting Board are set out in Appendix 4 (*Governance*).

8. PRODUCT INITIATION

8.1 Once the Product Vision and Business Case have been produced by the relevant Product Sponsor and approved internally by Post Office, then where Post Office requires Fujitsu Services to commence the delivery of the relevant Product it shall commence Product Initiation. Product Initiation utilises the Product Vision and

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Business Case to deliver the pre-requisites and dependencies that are necessary before development work can commence.

8.2 As part of Product Initiation, Fujitsu Services, with Post Office input, shall produce the following key deliverables:

8.2.1 a Product Overview Document, which will contain the following components, some of which will have been prepared by Post Office:

(a) a detailed Product Vision which has been prepared by the Product Owner;

(b) an overview of the architectural approach, including an agreement as to any elements of the Product which are Listed Rights (if known at this stage);

(c) a Release and Test Strategy for the Product which itself has been prepared by the Post Office; and

(d) the Service Requirements for supporting the Product once live; and

8.2.2 an initial Product Backlog.

8.3 In order to support Post Office to complete the Product Roadmap for the Product, Fujitsu Services will perform the following activities:

8.3.1 provide support and expertise to the Product Owner to enable effective planning;

8.3.2 analyse User Stories to provide advice on dependencies and pre-requisites so that User Stories in the Product Backlog can be correctly prioritised and sequenced;

8.3.3 provide advice on the size and complexity of each User Story to enable items in the Product Backlog to be scheduled into available Sprints;

8.3.4 provide input to enable Product Backlog items to be identified as Planned User Stories and/or Stretch User Stories; and

8.3.5 feed into the Digital Demand Forecasting board as necessary.

9. AGILE METHODOLOGY

Each party shall act in accordance with the provisions of Appendix 1 (*Agile Methodology*).

10. PERFORMANCE METRICS

The parties shall comply with the terms of Appendix 4 (*Governance*) and Appendix 8 (*Service Credit Mechanism*).

11. RELIEF EVENTS AND DISRUPTED SPRINTS

11.1 To the extent that Fujitsu Services becomes aware that it may be unable to complete a Sprint Requirement as the result of the occurrence of a Relief Event, Fujitsu shall:

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11.1.1 notify Post Office as soon as reasonably possible and at the next Daily Stand-up; and

11.1.2 use its reasonable endeavours to mitigate the Relief Event (which may include working on alternative User Stories within the Sprint Backlog).

11.2 Where Fujitsu Services is not able to sufficiently mitigate the Relief Event, the affected Sprint Requirement(s) shall be removed from the relevant Sprint and the matter shall be escalated to the ScrumMaster and Product Owner, who shall refer the matter (with their recommendations) to the Delivery Lead and Product Delivery Manager for resolution. The parties will agree the impact of the Relief Event on the affected Sprint Requirement(s) upon the Sprint (including with regard to Appendix 8 (*Service Credit Mechanism*)).

11.3 Fujitsu Services shall not be liable for failing to complete a Sprint Requirement that has been removed from a Sprint pursuant to paragraph 11.2, but shall still be required to seek to complete the remainder of the Sprint Requirements in the relevant Sprint.

11.4 Where the Product Owner elects in respect of any given Sprint to cease such Sprint or to make a material change to a Sprint prior to scheduled completion, and such Sprint is thus ceased prior to scheduled completion, such Sprint shall be considered a "**Disrupted Sprint**".

11.5 Where a Priority 1 or Priority 2 incident occurs in respect of a given Product (as determined by Post Office) and such incident is identified through the existing incident management procedures as being within the remit of the Digital Development Service as a resolver group, then (unless otherwise specified by Post Office), one or more of the Sprint Teams for such Product (as directed by the DDS Lead) shall immediately prioritise resolving such incident, irrespective of the current Sprint Backlog. The occurrence of such Priority 1 or Priority 2 incident shall be considered a Relief Event for the impacted Sprints.

12. CHARGES

12.1 In consideration for the provision of the Digital Development Services, Post Office shall pay to Fujitsu Services the Charges set out in Appendix 5 (*DDS Charges*) (the "**DDS Charges**").

13. DEPENDENCIES

13.1 The following Post Office Dependencies shall apply to all Sprints:

13.1.1 Post Office shall provide Collaboration Technology in accordance with paragraph 4.9 together with appropriate workspace for agile development at the Post Office Locations;

13.1.2 Post Office shall obtain and shall maintain and adhere to the terms of all necessary licences, consents, and permissions necessary for Fujitsu Services, the Sprint Teams and the ScrumMaster to perform their respective roles, responsibilities, obligations and duties under this agreement, provided that Fujitsu Services have previously notified Post Office of these licences, consents and permissions together with the relevant requirements;

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13.1.3 Post Office shall ensure that all network connections and telecommunications links reasonably required by Fujitsu Services in order to provide the Digital Development Services comply with the relevant specifications provided by Fujitsu Services from time to time;

13.1.4 For each Sprint, Post Office shall ensure that the Post Office appointed roles in the Standard Sprint Team Structure are filled by effectively trained individuals with the abilities, qualifications and experience reasonably necessary to perform their respective obligations; and

13.1.5 Post Office shall provide the necessary development and test environments needed for the parties to develop, test and implement the Software created pursuant to the Digital Development Services.

14. LIABILITY

14.1 Notwithstanding Clause 44, the total aggregate liability of Fujitsu Services, whether in contract, tort (including negligence) or otherwise for all Defaults arising under or in connection with the Digital Development Services (including this Schedule I3), in any given Financial Year, shall in no circumstances exceed the greater of (i) the Charges for Digital Development Services paid or payable in or in respect of such Financial Year; and (ii) £7,200,000 from 1st April 2018 until 31st March 2020 and £4,358,400 from 1st April 2020 to 31st March 2023.

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APPENDIX 1
AGILE METHODOLOGY

1. GENERAL

1.1 The Participants shall adopt an agile development methodology based upon the "Scrum Framework" for the Products in the Product Roadmap and development work shall be carried out during a series of Sprints and in accordance with the processes set out within this Appendix 1 (*Agile Methodology*).

1.2 Each Sprint shall have a fixed period of two (2) weeks, during which a Sprint Team shall complete and test Sprint Functionality in respect of all Sprint Requirements in the Sprint Backlog. On the completion of a Sprint, the Sprint Team shall promptly commence the next Sprint for which a Sprint Backlog has been prepared in accordance with paragraphs 1.17 of this Appendix 1 (*Agile Methodology*).

1.3 The Participants shall use the DDS Tools in the provision of the DDS.

1.4 The total number of Story Points for the User Stories allocated to each Sprint shall equal the Per Sprint Story Point Allocation for all Standard Sprint Teams. For the avoidance of doubt, the Sprint Backlog for each Sprint will include additional User Stories in excess of the Per Sprint Story Point Allocation, which may be used by the Sprint Team in place of those User Stories due to be completed during such Sprint where required to enable Fujitsu Services to manage the throughput and achieve the Per Sprint Story Point Allocation. An example of when this might occur is an unexpected inability to complete a given User Story during such Sprint.

1.5 Notwithstanding any other provision of this Agreement the parties acknowledge that the goal of each Sprint is to complete Sprint Functionality to fulfil all Sprint Requirements within the applicable Sprint Backlog; however, by nature of the agile approach used in the delivery of the Digital Development Services, it may be the case that, despite the Sprint Team having completed sufficient Story Points so as to meet the Per Sprint Story Point Allocation for the applicable Sprint, not all such Sprint Functionality is completed within such Sprint. Accordingly, for the purposes of the Service Levels, Fujitsu Services' performance under this DDS Schedule shall be assessed against the number of Story Points actually completed and delivered within each Sprint, rather than the number of Sprint Requirements fulfilled. For the avoidance of doubt, where the estimated Story Points for a Sprint Requirement changes during the course of a Sprint then, where agreed between the parties, the actual Story Point allocation for that Sprint Requirement will be considered for the purposes of assessing Fujitsu Services pursuant to Appendix 8 (*Service Credit Mechanism*).

1.6 Sprints may be run in parallel, where conducted by separate Sprint Teams.

Product Backlog

1.7 A product backlog shall be prepared for each Product by the relevant Product Owner, using the Product Backlog tool and in consultation with the Product Delivery Manager, and shall include the following items:

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1.7.1 a prioritised set of development requirements (which may include bug fixes, minor enhancements, new feature requests, non-functional requirements, service requirements and major functionality changes) to be completed, expressed as User Stories;

1.7.2 the estimated business value of each User Story;

1.7.3 an estimate of the number of Story Points for each User Story, allocated with reference to the Reference User Stories;

1.7.4 a set of Acceptance Criteria for each User Story and any further details of these User Stories provided by the Product Owner; and

1.7.5 a Definition of Done for all User Stories,

(the "**Product Backlog**").

1.8 The Product Owner may add User Stories to the relevant Product Backlog at any time and, when any such User Story is added, the Product Delivery Manager shall, in consultation with the Product Owner, set the number of Story Points using the Estimating Methodology and with reference to the Reference User Stories and the Acceptance Criteria.

1.9 A Product shall be complete once all User Stories in the Product Backlog have been delivered and the Product Owner has notified Fujitsu Services accordingly. Notwithstanding the foregoing, the Product Owner may opt to end the delivery of the Product at any point prior to the completion of all User Stories.

1.10 For the avoidance of doubt, the Product Backlog may include third line support activities arising as a result of incidents and problems raised by Post Office and triaged for resolution to the Digital Development Service through the existing incident management procedures.

User Stories and the Definition of Ready

1.11 Before User Stories from the relevant Product Backlog can be included in a Sprint, they shall meet the following requirements:

1.11.1 User Stories should be written in this format *"As a <kind of user> I want <feature> so that <benefit>"* and satisfy the criteria of the INVEST matrix;

1.11.2 User Stories shall each include all appropriate investment criteria and Acceptance Criteria both of which are written in a way that can be understood by the Sprint Team;

1.11.3 User Stories shall be written in a way that can be understood by the Sprint Team, especially the developers and testers;

1.11.4 User Stories shall include both functional and non-functional requirements;

1.11.5 User Stories shall have an associated level of priority;

1.11.6 User Stories shall have unique identifiers to maintain traceability and to ease the mapping of User Stories where User Stories are related;

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1.11.7 User Stories have been sized and allocated a number of Story Points using the Estimating Methodology by the Sprint Team (and confirmed by the Product Delivery Manager) and utilising the Reference User Stories; and

1.11.8 the Sprint Team understands how the User Story will be tested and demonstrated,

(together the "**Definition of Ready**").

1.12 The Sprint Team, working with the Product Delivery Manager and the Product Owner, shall be entitled to reject any User Stories that do not meet the Definition of Ready at least 10 business days prior to the proposed Sprint. Where a User Story is rejected pursuant to this paragraph 1.12 of Appendix 1 (*Agile Methodology*), the Product Delivery Manager and the Product Owner may agree to return the User Story to the Product Backlog to be rewritten and included in a later Sprint.

Sprint Planning Meeting

1.13 The Participants shall hold a sprint planning meeting at least 5 business days before each Sprint commences (the "**Sprint Planning Meeting**"). At the Sprint Planning Meeting:

1.13.1 the Product Owner shall identify which User Stories from the relevant Product Backlog he/she wishes to be included in the backlog for such Sprint (the "**Sprint Backlog**");

1.13.2 the Sprint Team, working with the Product Delivery Manager and the Product Owner, shall agree the nature of any accompanying documentation required for each User Story within the Sprint Backlog;

1.13.3 the Sprint Team, working with the Product Delivery Manager and the Product Owner, shall review and confirm and/or refine the estimated number of Story Points for each User Story within the Sprint Backlog;

1.13.4 the Sprint Team, working with the Product Delivery Manager and the Product Owner, shall review and confirm and/or refine the Acceptance Criteria for each User Story within the Sprint Backlog, specify the Acceptance Tests and review and confirm and/or refine the Definition of Done that will apply to every User Story within the Sprint Backlog. As a minimum, the Definition of Done shall include the criteria set out in Appendix 2 (*Definition of Done*);

1.13.5 based on the output of the processes in paragraphs 1.13.3 and 1.13.4 of this Appendix 1 (*Agile Methodology*), the Sprint Team, working with the Product Delivery Manager and the Product Owner, shall determine how many of such User Stories can be completed during such Sprint, provided that the sum of the Story Points for the User Stories shall equal the Per Sprint Story Point Allocation;

1.13.6 the Sprint Team, working with the Product Delivery Manager and the Product Owner, may decide to replace a higher priority User Story with a lower priority User Story bearing equal or fewer Story Points if it is technically expedient to do so; and

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1.13.7 the Product Delivery Manager and the Product Owner shall agree the final selection of User Stories to be included in the Sprint Backlog (each, a "**Sprint Requirement**").

1.14 At the Sprint planning meeting, the Product Delivery Manager and the Product Owner will also identify and agree the specific Sprint Dependencies on Post Office that are required for the Sprint Team to be able to complete the Sprint Requirements.

1.15 At the Sprint Planning Meeting, the Product Delivery Manager and the Product Owner will also review and confirm and/or refine which (if any) elements of the Sprint Functionality will be Listed Rights in accordance with Paragraph 7 of Schedule H (Digital Intellectual Property Provisions).

1.16 Once the Sprint Requirements for a Sprint have been agreed, no alterations or additions to the Sprint Requirements (including the estimated number of Story Points, Definition of Done and Acceptance Criteria) shall be made.

Sprint Backlog

1.17 The Product Delivery Manager shall then prepare the Sprint Backlog in consultation with the Product Owner, which shall include:

1.17.1 the agreed Sprint Requirements;

1.17.2 the agreed number of Story Points allocated to each Sprint Requirement;

1.17.3 a breakdown of each Sprint Requirement into specific tasks and allocation to individuals within the Sprint Team;

1.17.4 the Acceptance Criteria for each Sprint Requirement and the Definition of Done for every Sprint Requirement; and

1.17.5 the agreed Sprint Dependencies.

1.18 The Sprint Backlog shall be completed no later than 10 business days prior to the start of the applicable Sprint and, unless otherwise agreed by the parties, will contain at least 120 Story Points worth of User Stories.

Sprints

1.19 During each Sprint, the Sprint Team shall develop the functionality to meet each Sprint Requirement in accordance with the Sprint Backlog, any agreed coding standards and this Schedule I3 (*Digital Development Services*) (the "**Sprint Functionality**").

1.20 By the end of each business day during the course of each Sprint, the Sprint Team shall ensure that all functionality and other materials developed during the course of such business day are made available (in their current state of development) in Source Code form on an agreed code repository, for review by Post Office. The Sprint Team shall consider, and where appropriate implement, any feedback from such review during the course of the Sprint provided that any change to a User Story during the Sprint may only proceed with the express consent of both the Product Delivery Manager and Product Owner.

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1.21 During each Sprint, the Sprint Team shall maintain the Sprint Backlog and update it daily to reflect progress towards completion of the Sprint Requirements.

1.22 If, during the course of any Sprint, a dispute between the Parties arises in connection with any Sprint Requirement which cannot be resolved within the Sprint Team, then such Sprint Requirement shall be immediately removed from the scope of such Sprint and the Sprint Team will seek to deliver an alternative User Story from the Sprint Backlog to make up the Per Sprint Story Point Allocation. Where there is no alternative User Story that is reasonably suitable to be delivered during the Sprint in place of such Sprint Requirement, then for the purposes of assessing performance under Appendix 8 (*Service Credit Mechanism*), the Per Sprint Story Point Allocation for that Sprint shall be reduced by the number of Story Points allocated to the removed Sprint Requirement and all Story Points expended on such Sprint Requirement during the Sprint shall be excluded from any Service Level calculation.

Sprint Review Meetings

1.23 Within 5 business days of the last day of each Sprint, the Product Delivery Manager, the Product Owner and the Sprint Team shall hold a review meeting in respect of such Sprint (a "**Sprint Review Meeting**"). At the Sprint Review Meeting, the Participants shall:

1.23.1 determine whether the Sprint Functionality meets the Acceptance Criteria for each Sprint Requirement, and the Definition of Done for all Sprint Requirements, in the Sprint;

1.23.2 agree the manner in which any ongoing support for the Sprint Functionality will be handled; and

1.23.3 review the Agreed Metrics for the Sprint and, where appropriate, propose additional measures to be added to the Agreed Metrics for consideration by the DDS Service Review.

1.24 Any Sprint Requirement the Sprint Functionality for which has: (i) not met its Acceptance Criteria; (ii) not met the relevant Definition of Done; or (iii) not been developed during the relevant Sprint, shall not be submitted to Post Office for Acceptance.

1.25 Any Sprint Requirement the Sprint Functionality for which has: (i) met its Acceptance Criteria; and (ii) met the relevant Definition of Done, shall be submitted to Post Office, in both source and object code form for Acceptance. Within 2 business days of such submission, the Product Owner shall sign such report to indicate agreement as to that Sprint Functionality that has been Accepted. Where the Product Owner has not signed the acceptance report or demonstrated why any Sprint Functionality has not met the Definition of Done and the Acceptance Criteria in accordance with the above timescales, Fujitsu Services shall escalate the matter to the Post Office Delivery Lead who shall use all reasonable endeavours to provide a signed form of acceptance, or provide reasonable evidence of why any Sprint Functionality has not been Accepted, within 24 hours of the escalation.

1.26 Where Sprint Functionality is:

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1.26.1 Accepted, it shall be marked as complete in the Sprint Backlog and the relevant Product Backlog; or

1.26.2 not Accepted, it shall not be marked as complete in the Sprint Backlog and the relevant Product Backlog, and the Product Owner shall reset the priority for each outstanding User Story in the relevant Product Backlog.

Sprint Retrospective Meetings

1.27 Within 5 business days of the end of each Sprint, the ScrumMaster, the Delivery Lead, the Product Delivery Manager and the Product Owner shall also hold a retrospective meeting in respect of such Sprint (a "**Sprint Retrospective Meeting**"). At the Sprint Retrospective Meeting, the Participants shall:

1.27.1 assess the impact of any Disrupted Sprints and/or Relief Event(s) on that Sprint; and

1.27.2 discuss and agree potential improvements to their practices, teamwork and environment for implementation in subsequent Sprints.

1.28 Prior to the Sprint Retrospective Meeting, the ScrumMaster shall provide all reports specified in Part 2 of Appendix 4 (*Governance*) to Post Office.

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APPENDIX 2
DEFINITION OF DONE

1. THE DEFINITION OF DONE:

1.1 The Definition of Done shall comprise the following criteria:

1.1.1 the Acceptance Criteria applicable to the Sprint Requirement are met;

1.1.2 all code is peer reviewed, compiled and checked into the agreed code repository;

1.1.3 all: (i) code is tested – code comes with automated tests – unit and functional, which have passed successfully (as evidenced by relevant automated test reports); (ii) unit tests are in Post Office's designated development code repository; (iii) manual test scripts are in an appropriate test script management tool; and (iv) automated test scripts checked into a suitable test repository;

1.1.4 all code builds without error and is integrated onto the agreed continuous integration tooling;

1.1.5 the build is deployed to a demo server;

1.1.6 the relevant User Story is updated; and

1.1.7 all agreed documentation has been produced and meets its Acceptance Criteria.

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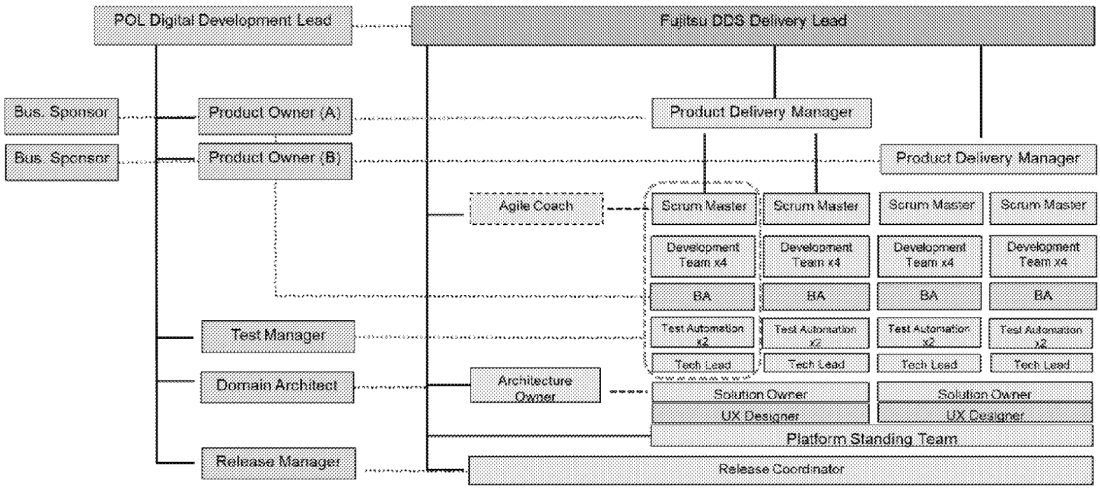
APPENDIX 3
DDS PARTICIPANTS

1. GENERAL

1.1 During the Transition Period, the parties shall review the contents of this Appendix 3 (*DDS Participants*) and shall agree any required updates together with specific responsibilities for each role set out herein.

2. ORGANISATION



3. PLATFORM STANDING TEAM

3.1 Scope and Purpose

3.1.1 The Platform Standing Team provide services to support the DDS using a DevOps model. This includes the provisioning, support and maintenance of environments for development, test and validation purposes, the support, operation and maintenance of tooling to support development, test and validation, and the provision of continuous build and integration automation to ensure that developed code can be promoted through each environment and into the live estate.

3.2 Platform Engineering

A function that:

3.2.1 Works to identify, plan and monitor demand for DDS

3.2.2 Prioritises activities to support the smooth running of DDS

3.2.3 Maintains, tracks and owns activities and tasks using agile methods to ensure work in progress is minimised and cycle time for activities is optimised

3.2.4 Contributes to, and reviews architectural designs and decisions with expert advice on platform design

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3.2.5 Identifies and develops platform solutions to ensure high availability

3.2.6 Identifies, designs and develops mechanisms and solutions that support and enable zero-downtime deployment

3.2.7 Identifies, designs and develops resource monitoring utilities to identify and prevent performance and availability incidents

3.2.8 Identifies, designs and develops performance and capacity testing solutions

3.2.9 Monitors and evaluates resource consumption;

3.2.10 Supports, guides and coaches team members;

3.2.11 Acts as a point of contact for platform related matters

3.3 Environment and Configuration Engineering

A function that:

3.3.1 Works to understand planned development activities and identify requirements for new and amended environments and resources

3.3.2 Provisions required environments and resources through automated means

3.3.3 Monitors and maintains environment & resources health and stability;

3.3.4 Improves platform performance & observability;

3.3.5 Optimises environment usage to reduce cloud consumption charges

3.3.6 Retires and decommissions environments that are no longer required

3.3.7 Maintains and monitors access control systems for all platforms, environments and components

3.3.8 Advises sprint teams and other DDS Participants on security requirements and vulnerabilities to ensure security is designed and built in at the earliest opportunity

3.3.9 Ensures all platforms, environments and components have any necessary security patches and updates deployed

3.3.10 Identifies and recommends tooling to automate security monitoring and detection

3.3.11 Implements and manages any agreed security tooling

3.3.12 Reviews and monitors access logs to identify attempted unauthorised access

3.3.13 Participates in Root Cause Analysis for security issues where required

3.4 Automation Engineering

A function that:

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3.4.1 Works to understand planned code components and identify requirements for the code release automation platform

3.4.2 Develop and maintain the code release automation platform;

3.4.3 Install, configure and update code release platform components as needed

3.4.4 Develop and maintain the central configuration store;

3.4.5 Maintain and promote release cycles to each environment

3.4.6 Creates and maintains Source Code repositories, branching strategies and processes for deployment of code to repositories

3.4.7 Develop and maintain Test Automation solutions

3.4.8 Manages and schedules automated test scripts as part of an automated deployment solution

3.4.9 Installs, configures and updates test automation components as needed

3.4.10 Manages code repositories for automated test scripts, data and other artefacts

3.4.11 Creates and maintains test automation reporting

3.4.12 Defines and creates testing scenarios in collaboration with other functions of the Platform Standing Team

3.4.13 Supports release and deployment activities as required

3.4.14 Resolves issues and defects in a timely manner utilising automation to identify root cause

3.4.15 Creates and maintains CI/CD automation reporting

4. OVERSIGHT ROLES

4.1 Delivery Lead

A Post Office participant who shall:

4.1.1 Schedule and arrange the Digital Demand Forecasting Board; and

4.1.2 Attend the monthly DDS Service Review meeting

4.1.3 Participate in product reviews and planning activities

4.1.4 Ensure that Post Office obligations and dependencies are delivered

4.1.5 Acts as a point of escalation for Fujitsu Services.

4.2 Release Manager

A Post Office participant who shall:

4.2.1 accept delivery from Sprint Teams;

4.2.2 manage test and release to live;

4.2.3 maintain visibility of Sprint planning activity;

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4.2.4 agree with the Product Owner when Sprint output is suitable for Release to production;

4.2.5 manage dependencies and risks related to software release;

4.2.6 co-ordinate integration activities, stakeholders and third parties;

4.2.7 agree regression points and approve regression when required

4.2.8 schedule deployment activities; and

4.2.9 ensure all stakeholder communication takes place.

4.3 **Test Manager**

A Post Office participant who shall:

4.3.1 Create and maintain an overarching Test Strategy for all DDS Products

4.3.2 Create and maintain a risk-based Test Plan for each DDS Product

4.3.3 Define and own the test activities as part of an integrated Test and Release process

4.3.4 Review and validate the test results delivered by each sprint

4.3.5 Confirm to the Release Manager that delivered code is ready for release

4.3.6 Own a continual service improvement plan for quality assurance activities

4.3.7 Ensure that the Test Strategy, Test Plans and processes are communicated to all team members and stakeholders

4.3.8 Work with the Product Delivery Manager, Product Owner, Business Analysts and Architects to understand the Product Roadmap for each product, and identify the requirements for automated testing.

4.3.9 Identify, select and continuously review appropriate testing tools and frameworks to meet the testing requirements.

4.3.10 Create and maintain a technical design for the fully automated test solution to support all DDS Products

4.3.11 Support the Sprint Teams in the use and adoption of test automation tooling

4.3.12 Ensure consistency and standards in the creation of automated test scripts across all products and teams through continuous review and feedback

4.3.13 Ensure that test coverage and quality statistics are produced automatically and included in the agreed service reporting pack

4.3.14 Provide advice and guidance to the Sprint Teams as required

4.4 **DDS Lead**

A Fujitsu Services participant who shall:

4.4.1 Acts as Fujitsu Services single point of contact for Post Office Delivery Lead

4.4.2 Is accountable for the delivery of the entire DDS capability

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4.4.3 Manages demand, through the Digital Demand Forecasting Board, for all existing products and new products

4.4.4 Manages overall resource provision to meet demand

4.4.5 Owns the metrics and reporting related to the services

4.4.6 Contributes to new Business Cases through sizing and estimation for portfolios of work

4.4.7 Chairs and facilitates DDS Service Review meetings

4.4.8 Ensures timely billing and invoicing for all services, including calculation of credits

4.4.9 Manages continual service improvement activities across the whole DDS service

4.4.10 Deals with issues and escalations

4.5 The DDS Lead shall be a Key role for the DDS Term

4.6 **Architecture Owner**

A Fujitsu Services participant who shall:

4.6.1 Define and agree architectural documentation requirements for DDS Products

4.6.2 Review and approve all design documentation produced during the Product Initiation phase

4.6.3 Contribute to the architectural roadmap for DDS Products and services

4.6.4 Act as technical design authority for all DDS design decisions which do not impact the Post Office enterprise architecture

4.6.5 Seek approval, via an agreed technical authorisation process for all DDS design decisions which impact the Post Office enterprise architecture

4.6.6 Ensure that all solution designs are compliant with industry best practice and published Post Office technical standards

4.6.7 Ensure that IPR ownership for all delivered components is registered as per agreed processes.

4.7 The Architecture Owner shall be a Key role for the DDS Term

4.8 **Solution Architect**

A Post Office participant who shall;

4.8.1 Define and document the enterprise architecture within which DDS Products must operate

4.8.2 Define and document any architectural principles and policies that DDS Products must comply with

4.8.3 Provide timely review and approval of key architectural decisions required for DDS Products

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4.8.4 Facilitate the approval of any change requests to the Post Office enterprise architecture that are needed to facilitate development of a DDS Product

4.9 **Release Co-ordinator**

A Fujitsu Services participant who shall:

4.9.1 support the Release Manager in release planning activities

4.9.2 co-ordinate and schedule all Fujitsu Services activities related to a release deployment

4.9.3 identify dependencies on other Fujitsu Services provided services in relation to DDS releases

4.9.4 ensure release decisions and plans are communicated to all Fujitsu Services stakeholders

4.9.5 act as a single point of contact for the Release Manager

5. PRODUCT ROLES

5.1 The roles in this section relate to individual Products.

5.2 **Product Owner**

A Post Office participant who, in respect of their Product, shall:

5.2.1 support Sprint Teams during development;

5.2.2 request User Stories to be added to the Product Backlog;

5.2.3 acts as Post Office's point of contact for the Product Delivery Manager and Sprint Teams;

5.2.4 maintains and articulates the Product Vision;

5.2.5 owns the Product Backlog content, definitively sets priorities and agrees Acceptance Criteria with the Product Delivery Manager and is empowered to make full and binding decisions on functionality and features that should be included in the Product on behalf of the Post Office;

5.2.6 works with the Sprint Teams(s) to explain User Stories, clarify User Stories and make decisions when requested on a daily basis;

5.2.7 participates in Sprint Review Meetings and confirms Sprint Requirements as "done" in accordance with the Definition of Done;

5.2.8 participates in product review meetings and contributes to Product Roadmap;

5.2.9 reviews and updates the relevant Product Backlog no less frequently than fortnightly; and

5.2.10 communicates to Post Office stakeholders and users.

5.3 **Product Sponsor**

A Post Office participant who, in respect of their Product, shall:

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5.3.1 be responsible for managing the stakeholders within the Post Office organisation with a view to keeping each stakeholder engaged, informed and supportive of the Product Vision and goals;

5.3.2 promote and champion the Product internally within Post Office;

5.3.3 review progress at product review meetings; and

5.3.4 act as the escalation point for issues within the Post Office.

5.3.5 ensure Budget is agreed for Product development and Release;

5.3.6 ensure that the Product receives the correct priority against other business needs; and

5.3.7 ensure business value is delivered.

5.4 **Product Delivery Manager**

A Fujitsu Services participant who, in respect of their Product, shall:

5.4.1 act as Fujitsu Services' single point of contact for the Product Owner and Product Sponsor;

5.4.2 advise the Product Owner;

5.4.3 seek to ensure User Stories meet the Definition of Ready;

5.4.4 ensure Sprint Teams are resourced;

5.4.5 be accountable for the delivery of DDS for a Product;

5.4.6 ensure compliance with technical standards and ensure quality of deliverables;

5.4.7 manage all Fujitsu Services resources responsible for delivery;

5.4.8 be accountable for the delivery of DDS for a Product;

5.4.9 Own and maintain the Product Roadmap and Release Plan for the Product;

5.4.10 Own the Metrics and reporting related to a Product;

5.4.11 Chair and facilitate product review meetings;

5.4.12 Mentor, coach and advise the Product Owner;

5.4.13 Deal with issues and escalations; and

5.4.14 Ensure compliance for identification and reporting of IPR ownership. The Product Delivery Manager shall be a Key role for as long as the Product is still progressed through DDS.

5.5 **Solution Owner**

A Fujitsu Services Participant who shall:

5.5.1 Define the architectural roadmap for a DDS product

5.5.2 Produce architectural documentation for the DDS product as agreed with the Architecture Owner

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5.5.3 Seek and obtain all necessary approvals for architectural decisions related to the product

5.5.4 Provide any necessary support to the sprint and standing teams to ensure the architectural designs are realised

5.5.5 Ensure that IPR ownership for all delivered components is registered as per agreed processes

5.6 **UX Designer**

A Post Office participant who shall:

5.6.1 Create and maintain a style guide describing the framework for the user interface, and rules and guidelines for how to apply the style guide to different requirements, scenarios and devices

5.6.2 Create a library of reusable assets for use by the development team when building UI components

5.6.3 contribute to team estimates of User Stories and tasks;

5.6.4 engage with the Business Analyst, Product Owner and business stakeholders in advance of Sprints to create and amend User Stories that meet the INVEST criteria and document Acceptance Criteria for each;

5.6.5 engage with other team members to clarify and elaborate User Stories as required during Sprint execution;

5.6.6 work with the Business Analyst and Product Owner to visually capture user requirements, using wireframes, mockups and other techniques to represent what the delivered Product will look like;

5.6.7 work with the Business Analyst to map User Stories to business functions and create a story map for approval by the Product Owner;

5.6.8 work with developers to ensure delivered code meets the requirements for user interface and contributes to the creation of graphical assets for use by developers;

5.6.9 create and update relevant documentation to agreed standards;

5.6.10 participate in agile ceremonies and follows the agreed agile processes;

5.6.11 actively participate in any other activities that are necessary to achieve the agreed Sprint Requirements; and

5.6.12 maintain all necessary technical skills and qualifications as agreed and defined in the Product Overview Document.

6. STANDARD SPRINT TEAM

6.1 **ScrumMaster**

A Fujitsu Services participant, who shall:

6.1.1 lead the Sprint Team and manage the agile process;

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6.1.2 agree the Sprint Requirements with the Product Owner and Product Delivery Manager and ensure delivery of the Sprint Requirements within the Sprint;

6.1.3 accept User Stories from the Product Backlog into the Sprint Backlog when the Definition of Ready is met;

6.1.4 ensure that the Sprint Team reviews and confirms and/or refines estimates of Story Points using the Estimation Model;

6.1.5 protect the Scrum Sprint Team from interference and distraction; and

6.1.6 conduct Sprint Retrospective Meetings and capture actions arising

6.2 **Developer**

A Fujitsu Services participant who shall:

6.2.1 contribute to team estimates of User Stories and tasks;

6.2.2 work with the Test Analyst, create, update and execute automated testing scripts for functional unit testing;

6.2.3 create and update software code that meets the agreed technical standards and satisfies the Acceptance Criteria and Definition of Done for assigned User Stories;

6.2.4 create and update relevant documentation to agreed standards;

6.2.5 participate in agile ceremonies and follow the agreed agile processes;

6.2.6 actively participate in any other activities that are necessary to achieve the agreed Sprint Requirements;

6.2.7 maintain all necessary technical skills and qualifications as agreed and defined in the Product Overview Document.

6.3 **Tech Lead**

A Fujitsu Services participant who shall:

6.3.1 contribute to team estimates of User Stories and tasks;

6.3.2 work with the Sprint Team to ensure that software is created to an architectural design that is consistent and maximises reuse of existing assets;

6.3.3 ensure that code delivered is to a consistent quality standard

6.3.4 create and update relevant documentation to agreed standards;

6.3.5 participate in agile ceremonies and follow the agreed agile processes;

6.3.6 actively participate in any other activities that are necessary to achieve the agreed Sprint Requirements; and

6.3.7 maintain all necessary technical skills and qualifications as agreed and defined in the Product Overview Document.

6.4 **Test Analyst**

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A Fujitsu Services participant who shall:

6.4.1 contribute to team estimates of User Stories and tasks;

6.4.2 work with the Developers, Business Analyst and other team members, create, update and execute automated testing scripts for functional unit testing;

6.4.3 create and update relevant documentation to agreed standards;

6.4.4 participate in agile ceremonies and follow the agreed agile processes;

6.4.5 actively participate in any other activities that are necessary to achieve the agreed Sprint Requirements; and

6.4.6 maintain all necessary technical skills and qualifications as agreed and defined in the Product Overview Document.

6.5 **Business Analyst**

A Post Office participant who shall:

6.5.1 contribute to team estimates of User Stories and tasks;

6.5.2 engage with the Product Owner and business stakeholders in advance of Sprints to create and amend User Stories that meet the INVEST criteria and document Acceptance Criteria for each;

6.5.3 engage with other team members to clarify and elaborate User Stories as required during Sprint execution;

6.5.4 work with the UX Designer to map User Stories to business functions and create a story map for approval by the Product Owner;

6.5.5 work with the Test Analyst to ensure automated testing scripts satisfy the Acceptance Criteria;

6.5.6 create and update relevant documentation to agreed standards;

6.5.7 participate in agile ceremonies and follow the agreed agile processes;

6.5.8 actively participate in any other activities that are necessary to achieve the agreed Sprint Requirements; and

6.5.9 maintain all necessary technical skills and qualifications as agreed and defined in the Product Overview Document.

7. GENERAL

7.1 In addition to the responsibilities described for each role above, Participants shall respond to reasonable queries and/or reasonable requests for information from other Participants as soon as reasonably possible.

7.2 In particular, any Participants which are provided by Post Office shall comply with reasonable security-related requests arising from the Environment and Configuration Engineering function of the Platform Standing Team.

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APPENDIX 4
GOVERNANCE

Part 1

1. GENERAL

1.1 During the Transition Period, the parties shall review the contents of this Appendix 4 (*Governance*) and shall agree any required updates together with amended meeting attendees, terms of reference for each meeting and meeting schedules. Wherever possible, the parties will make use of existing meetings within the overall governance structure under the Agreement (Schedule A2 Governance) to meet the governance requirements under this Appendix 4 (*Governance*). Until such time as the content of this Appendix 4 is superseded by a CCN, the remainder of this Appendix 4 shall continue to apply.

1.2 All meetings shall be minuted.

2. MEETINGS

Digital Demand Forecasting Board

2.1 The Digital Demand Forecasting Board shall be conducted in accordance with paragraph 7.1 of Schedule I3 (*Digital Development Services*)

2.2 The provisional attendees at the Digital Demand Forecasting Board are:

2.2.1 For Post Office:

(a) Post Office CIO Retail;

(b) Product Owner(s);

(c) Digital Development Lead; and

(d) Product Sponsor; and

2.2.2 For Fujitsu Services:

(a) Product Manager(s);

(b) DDS Lead; and

(c) Ops Director.

This list of provisional attendees shall be revised during the Transition Period through the mutual agreement of the parties.

DDS Service Review

2.3 The DDS Service Review shall occur monthly.

2.4 The purpose of the DDS Service Review is to undertake a review across all Products and the DDS as a whole to:

2.4.1 review the Agreed Metrics for the preceding month, assess the performance of Fujitsu Services against the DDS Service Levels and determine any

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Corrective Action and/or Service Credits (in accordance with Appendix 8 (*Service Credit Mechanism*));

2.4.2 jointly review a holistic service improvement plan with agreed actions on either Fujitsu Services and/or Post Office as applicable to drive for ongoing improvements to DDS;

2.4.3 approve any open adjustments to the Per Sprint Story Point Allocation for a particular Sprint to reflect agreed impact of any Relief Event(s) on that Sprint; and

2.4.4 resolve any disputes or escalations referred to it.

2.5 The provisional attendees for the DDS Service Review shall be:

2.5.1 Delivery Lead;

2.5.2 DDS Lead;

2.5.3 Post Office CIO Retail;

2.5.4 Post Office Vendor Manager;

2.5.5 Fujitsu Services Commercial Manager; and

2.5.6 representatives as required from the Product Owners and Product Managers.

This list of provisional attendees shall be revised during the Transition Period through the mutual agreement of the parties.

Part 2

1. AGREED METRICS AND REPORTING

1.1 The parties agree that reporting shall cover the following objectives:

1.1.1 measures for the monitoring and management of Sprints;

1.1.2 measures for the monitoring and management of the Platform Standing Team; and

1.1.3 measures used for Service Credits.

1.2 Reports will be undertaken using data at source and compiled using automated tooling such as Jira.

1.3 During the Transition Period, the parties will agree the specific metrics to be measured and reported in respect of the Digital Development Services (the "**Agreed Metrics**"). Fujitsu Services shall make available to Post Office a dashboard comprising the Agreed Metrics. Some examples of metrics that may be agreed are as follows:

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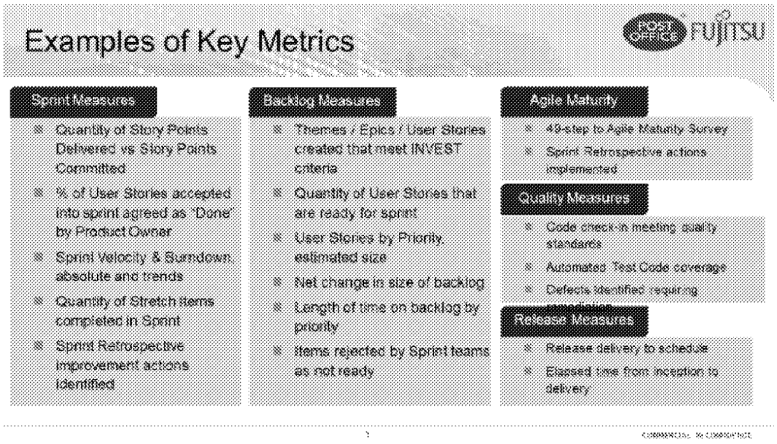

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APPENDIX 5
DDS CHARGES

1. CHARGES

1.1 In consideration for the provision of the Digital Development Services by Fujitsu Services, Post Office shall pay to Fujitsu Services:

1.1.1 the Platform Standing Team Charges;

1.1.2 the Oversight Roles Charges;

1.1.3 the Product Team Charges;

1.1.4 the Sprint Team Charges;

1.1.5 the Product Initiation Charges;

1.1.6 any Burst Capacity Charges; and

1.1.7 the Tooling Charges,

as each such Charge is set out below.

1.2 The Charges shall be payable monthly in arrears and shall become due for payment in accordance with the provisions relating to Charges as described within Schedule D2 (Ordering, Invoicing and Payment).

1.3 Platform Standing Team Charges

1.3.1 The Platform Standing Team Charges shall be formed of two components:

(a) the applicable Fixed Platform Standing Team Charge as set out within the Charges Table (Annex A); and

(b) the Variable Platform Standing Team Charge, calculated on a time and materials basis on the basis of the DDS Rate Card, for any additional capacity required for the provision of the Platform Standing Team.

1.3.2 Prior to the DDS Commencement Date, Post Office shall sign a CT to cover the Variable Platform Standing Team Charge to cover the period until the end of the first three month period following the end of the Transition Period. The signature of such a CT shall be considered a Transition Dependency. At the end of this first three month period following completion the end of the Transition Period, the parties shall consider whether any upward adjustment is required to the Fixed Platform Standing Team Charge or amendment to the variable commercial model to reflect the usage of resources which are the subject of the Variable Platform Standing Team Charge during the aforementioned period. Such considerations shall include: (i) the number of roles that are the subject of the Fixed Platform Standing Team Charge (with the current Fixed Platform Standing Team Charge representing 3 FTEs); (ii) the number of concurrent Sprint Teams that the Platform Standing Team are required to support; and (iii) the variable commercial model for supporting incremental Sprints. The parties shall aim to reach agreement on any such adjustment on or before 31 December 2018. Where any such adjustment is agreed, this shall be documented

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via a CCN. Where no such adjustment is agreed, the Variable Platform Standing Team Charge shall continue to apply and be calculated on a time and materials basis in accordance with the DDS Rate Card and Post Office must raise a further CT to cover the Variable Platform Standing Team Charge as required.

1.3.3 Where in any given month the number of concurrent Sprint Teams exceeds 6 the parties shall agree any adjustment that may be required to the Platform Standing Team and associated Platform Standing Team Charges.

1.3.4 The Fixed Platform Standing Team Charges (and the Variable Platform Team Charges associated to Solar) shall be considered spend on Committed Development Services (as defined in Schedule I1 to the Agreement).

1.4 Oversight Roles Charges

1.4.1 The Oversight Roles Charges shall be as set out within the Charges Table (Annex A).

1.4.2 The Oversight Roles Charges shall be considered spend on Committed Development Services (as defined in Schedule I1 to the Agreement).

1.5 Product Team Charges

1.5.1 The Product Team Charges shall be calculated as follows:

# of Products x Per Product Charge,

Where:

- the # of Products refers to the number of distinct active Products in relation to which Fujitsu Services are providing Digital Development Services, as agreed between the parties; and
- The Per Product Charge is the applicable Charge for the Product Team for the applicable Product (that shall be the amount listed within the Charges Table (Annex A) unless otherwise agreed by the parties).

1.5.2 The Product Team Charges shall be considered spend on Committed Development Services (as defined in Schedule I1 to the Agreement).

1.6 Sprint Team Charges

1.6.1 The Sprint Team Charges shall be calculated as follows (calculated for each Sprint Team and then aggregated across all Sprint Teams):

# of Sprints x Per Sprint Charge,

Where:

- # of Sprints = the number of Sprints scheduled for completion by the Sprint Team within the preceding calendar month; and
- Per Sprint Charge = the agreed charge per Sprint for the applicable Sprint Team.

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1.6.2 The Per Sprint Charge for any given Sprint Team shall be as set out within the Charges Table (Annex A), save where:

(a) Post Office requests Fujitsu Services to provide resources in place of any Sprint Team resources which are Post Office roles or any Post Office Participants (to the extent that Fujitsu Services is able to provide such resources); or

(b) a particular Product requires additional resources over and above the Standard Sprint Team Structure, within a given Sprint,

in which case, the parties shall agree an appropriate adjustment to the Per Sprint Charge for such Sprint Team.

1.6.3 Where in accordance with the provisions of paragraph 6.2.3, Post Office requires a Fujitsu Services Sprint Team participant to be replaced with a Post Office Sprint Team participant then Fujitsu Services shall provide the Post Office with a credit equal to 10% of the Per Sprint Charge per resource so replaced which may be used to offset any further Sprint Charges for the same Sprint Team.

1.6.4 The Sprint Team Charges shall be considered spend on Committed Development Services (as defined in Schedule I1 to the Agreement).

1.7 **Product Initiation Charges**

1.7.1 Where Post Office requires Fujitsu Services to provide resources to support Product Initiation in accordance with paragraph 8, then such resources shall be chargeable on a time and materials basis in accordance with the DDS Rate Card.

1.7.2 The Product Initiation Charges shall not be considered spend on Committed Development Services (as defined in Schedule I1 to the Agreement).

1.8 **Burst Capacity Charges**

1.8.1 Where the parties agrees that additional resources are required from Fujitsu Services above and beyond those resources which are the subject of the Platform Standing Team Charges, the Oversight Roles Charges, the Product Team Charges, the Sprint Team Charges and the Product Initiation Charges, then such additional resource shall be chargeable on a time and materials basis in accordance with the DDS Rate Card.

1.8.2 The Burst Capacity Charges shall not be considered spend on Committed Development Services (as defined in Schedule I1 to the Agreement).

1.9 **Tooling Charges**

1.9.1 The Tooling Charges shall be as set out within the Charges Table (Annex A).

1.9.2 The Tooling Charges shall not be considered spend on Committed Development Services (as defined in Schedule I1 to the Agreement).

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1.9.3 Once the list of tooling is finalised during the Transition Period in accordance with Appendix 6 (*Tooling*), the parties shall review the Tooling Charges and make any reasonably necessary adjustments to reflect the final list of tooling.

2. COMMITMENT

2.1 Subject to Fujitsu Services complying with the terms of this Schedule, the Post Office hereby commits that the DDS Charges paid or payable in respect of each of the first two fiscal years commencing 1 April 2018 (each such fiscal year being a "**DDS Commitment Year**") will equal or exceed £7,358,400 per annum, in the third fiscal year, commencing 1st April 2020 it will equal or exceed £2,456,384, and in the subsequent two fiscal years commencing 1st April 2021 and 1st April 2022 (which shall also be deemed to be DDS Commitment Years) will equal or exceed £962,420 per annum (the "**DDS Commitment**"). Fujitsu Services agrees that any amount which has been spent to date on Development Services between the 1 April 2018 and the DDS Commencement Date will contribute towards the commitment for the first DDS Commitment Year. The DDS Oversight Roles Service Charge and the DDS Platform Standing Team Service Charge are excluded from the DDS Commitment for the two latter DDS Commitment Years (those commencing on 1st April 2021 and 1st April 2022). The parties agree that the DDS Oversight Roles Service Charge and the DDS Platform Standing Team Service Charge (regardless of the activities assigned to the personnel to whom the DDS Oversight Roles Service Charge and the DDS Platform Standing Team Service Charge relate) shall constitute Actual Spend for the purposes of the calculation in Schedule I1 (Revenue Switch Mechanism).

2.2 Where Post Office in either the first or second DDS Commitment Years only fails to meet the commitment set forth within paragraph 2.1 of this Appendix 5 (*DDS Charges*):

2.2.1 by an amount equal to or less than £500,000, Post Office shall, notwithstanding such shortfall, be deemed to have met such commitment in respect of the given DDS Commitment Year provided that the Charges within the four (4) month period immediately following the end of the applicable DDS Commitment Year (the "**Remedy Period**") exceed the amount of the shortfall. For the avoidance of doubt, until such time as the relevant shortfall is met, the Charges during the Remedy Period shall count towards the shortfall only and not towards meeting any commitment in the subsequent DDS Commitment Year (if applicable);

2.2.2 by an amount exceeding £500,000, Fujitsu Services may invoice Post Office for the shortfall in excess of £500,000 and subsequently paragraph 2.2.1 shall apply in respect of the remaining £500,000 (by way of example, should Post Office fail to meet the commitment by £600,000, Fujitsu Services may invoice Post Office for £100,000, with the remaining £500,000 being then subject to the Remedy Period specified within paragraph 2.2.1 of this Appendix 5 (*DDS Charges*)); or

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2.2.3 by any amount following the end of the applicable Remedy Period, Fujitsu Services may invoice Post Office for the shortfall at any time following the end of the relevant Remedy Period (as applicable).

2.3 With respect to the final three DDS Commitment Years (ending 31st March 2021, 31st March 2022 and 31st March 2023) paragraphs 2.2.1 to 2.2.3 shall not apply. Instead, if, in one of the final three DDS Commitment Years, Post Office exceeds the DDS Commitment for that DDS Commitment Year then the excess shall be credited against any shortfall in the DDS Commitment for the following DDS Commitment Year. If, after applying such credit, there remains a shortfall within one of the final three DDS Commitment Years then Fujitsu Services shall be entitled to invoice Post Office for such shortfall at the end of the relevant DDS Commitment Year.

2.4 Paragraph removed by CCN1670a

3. ORDERING OF SPRINT TEAM CAPACITY

3.1 Subject to paragraph 3.8 below, the parties shall agree the number of Sprint Teams at the Digital Demand Forecasting Board.

3.2 Sprint Teams shall be agreed and ordered in blocks of 6 Sprints to cover a 12-week period.

3.3 Each block of Sprints shall be ordered at least 90 days in advance of their commencement. For example, the Digital Demand Forecasting Board meeting in March would order Sprints commencing no earlier than July

3.4 Post Office shall confirm the Sprint Team capacity in writing through the minutes of the meeting and Fujitsu Services shall ensure that the ordered capacity is ready to commence work in accordance with such order for each ordered Sprint.

3.5 Once ordered Sprints can only be adjusted on less than 90 days' prior notice pursuant to paragraph 3.6 (for the avoidance of doubt, this shall not affect the ability for the Digital Demand Forecasting Board to adjust such Sprints with more than 90 days' prior notice).

3.6 Where Post Office requests a change in accordance with paragraph 3.5 the following shall apply;

3.6.1 Where there is a request to increase the number of Sprint Teams and using reasonable endeavours Fujitsu Services is able to meet the request, Post Office shall pay the Charges for such additional Sprint teams in accordance with paragraph 1.6 above.

3.6.2 Where there is a request to decrease the number of Sprint Teams allocated to a specific Product or the number of Sprints then, in addition to the general ability for the Digital Demand Forecasting Board to reallocate Sprint Teams between Products, then with Fujitsu Services' agreement, Post Office may require the Sprint Teams that are the subject to the reduction request to undertake other activities not contained within a Product Backlog ("**Additional Activities**"), provided that such Additional Activities are reasonably within scope of the capabilities and expertise of the applicable

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Sprint Team. In such circumstances: (i) the Charges for such Sprint Team shall remain as scheduled for the applicable period; and (ii) any work undertaken by such Sprint Team in respect of any Additional Activities shall be excluded from any assessment of performance by such Sprint Team pursuant to Appendix 8.

3.7 The parties have agreed the initial Sprint Team capacity (being two Sprint Teams) and following the DDS Commencement Date, Fujitsu Services shall stand up this number of Sprint Teams and this shall be the minimum number of Sprint Teams during the first 90 day period following the DDS Commencement Date (the "**Ramp-Up Period**"). During the Ramp-Up Period, Fujitsu Services agrees that Post Office may increase the number of Sprint Teams up to a maximum of 4, provided that:

3.7.1 Post Office provides Fujitsu Services with at least 30 days' prior notice of the requirement for an additional Sprint Team;

3.7.2 where more than 3 concurrent Sprint Teams will be required before 60 days after the DDS Commencement Date, any additional requested concurrent Sprint Teams will be subject to paragraph 3.6.1;

3.7.3 where more than 4 concurrent Sprint Teams will be required before 90 days after the DDS Commencement Date, any additional requested concurrent Sprint Teams will be subject to paragraph 3.6.1; and

3.7.4 each Sprint Team uses the Standard Sprint Team Structure.

The provisions of this paragraph 3.7 are without prejudice to paragraph 3.6.1.

3.8 Within 10 business days of the DDS Commencement Date the parties shall hold a Digital Demand Forecasting Board and agree and or confirm the number of Sprint Teams for the next block of 6 Sprints following the Ramp-Up Period.

Annex B contains worked examples of the planning approach for the initial Digital Demand Forecasting Board.

4. GENERAL

4.1 All amounts set out in this Appendix 5 (DDS Charges) are before adjustment for RPI as set out in paragraph 16 of Schedule D1 (Charges) and exclusive of VAT.

4.2 All monthly Charges relate to calendar months.

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ANNEX A – CHARGES TABLE AND DDS RATE CARD

All Charges are set out in GBP Sterling and are exclusive of VAT.

Fixed Charges

DDS Summary	Resource Unit Charge (£ ex VAT)	Charging Basis
DDS Oversight Roles		
Service Charge	73,258	Monthly Charge
DDS Platform Standing Team		
(Initial Fixed Platform Standing Team Service Charge0	53,985	Monthly Charge
DDS Product Roles		
Service Charge	36,415	Charge per Product Team per month
DDS Tooling Charges		
Variable Service Charge	1,912	Charge per Sprint Team per month
DDS Sprint Consumption Charge		
Blended Teams	50,946	Charge per Sprint Team per month

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DDS Rate Card

Role	Charge per Day (ex VAT)	Minimum Experience Level
Junior Software Engineer	590	A
Senior Software Engineer	838	B
Test Automation Analyst	838	A
Junior Business Analyst	838	A
Platform Engineer	838	A
Tech Lead	838	B
UX Designer	838	A
Senior Business Analyst	943	B
Release Controller	943	B
Scrum Master	943	B
Product Manager	1,084	C
Solution Owner	1,084	C
Text Architect	1,084	B
Platform Lead Engineer	1,084	B
Architecture Owner	1,634	C/D
Agile Coach	1,634	D
DDS Lead	1,634	D

Experience definitions

A	3-5 years relevant IT experience with some industry knowledge
B	5-10 years relevant IT experience with good industry knowledge
C	10+ years relevant IT experience with good industry knowledge, management experience
D	15+ years relevant IT experience, through leader

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ANNEX B – DIGITAL DEMAND FORECASTING NOTICE TIMESCALES

Fujitsu - Post Office Digital Demand Forecasting Board **Meeting Date:** 1st July 2018

Post Office Attendees:	POL Digital Lead, POL Retail CIO, Product A Product Owner, Product B Product Owner, Release Manager
Fujitsu Attendees:	FJ DDS Lead, FJ Product Delivery Manager,
Apologies:	

Sprint Commitment (2 sprints per team per month)

Product	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19
Product A														
Previous Commitment	2	4	4	6	6	6	6	6	6	6	6	6		
New Commitment	**2**	**4**	**4**	**6**	**6**	**4**	**4**	**4**	**4**	**4**	**4**	**4**	**4**	**4**
Product B														
Previous Commitment														
New Commitment					**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**		
Product C														
Previous Commitment														
New Commitment														
Total Sprint Commitment														
Previous Commitment	2	4	4	6	6	6	6	6	6	6	6	6	0	0
New Commitment	**2**	**4**	**4**	**6**	**8**	**6**	**6**	**6**	**6**	**6**	**6**	**6**	**4**	**4**

Key	Previously committed, cannot be changed, as within 90 day period
	New Commitment, changeable up to 90 days prior to sprint start
	Forecast for information only, can be changed up to 90 days prior to sprint start

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APPENDIX 6
TOOLS

Fujitsu Services will provide appropriate tooling for all Products for use by both Fujitsu Services and Post Office resources in order to provide DDS:

1) A task tracking scheduling tool;
2) A collaborative document and knowledge management repository;
3) A collaborative communication and messaging tool; and
4) A code quality analysis tool.

Fujitsu Services will procure licences for each DDS Participant as defined in this Schedule I3 and in addition for up to 24 additional Post Office users.

If Post Office require additional licences with respect to any of the above tooling, Fujitsu Services shall provide a price on request.

Any Product specific tooling requirements will be agreed during Product Initiation.

The final list of tooling will be agreed during the Transition Period and this Appendix 6 shall be updated accordingly via a CCN.

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APPENDIX 7
INTELLECTUAL PROPERTY RIGHTS TRACKER

In determining whether the IPR in any of the Software to be created pursuant to a Product (or a Release) is a Listed Right, the Fujitsu Services Architect Owner shall, as part of Product Initiation consider the requirements and the manner in which the Sprint Requirements could be delivered by Fujitsu Services. The Architect Owner will liaise with the Product Delivery Manager and the Product Owner to discuss and agree the IPR strategy for the Product. An agreed IPR strategy will be contained within the Product Initiation deliverables.

Any changes to the Product Initiation deliverables that relate to FJ Digital Background IPR, K5 IPR or Horizon IPR will be updated as part of any relevant Sprint Review. With respect to the use of open source or third party IP Rights, recognising the requirement for the Sprint Team to be able to deliver the User Stories in the most efficient manner possible, the use of any such open source or third party IP Rights shall be tracked as part of the Sprint Review Report.

To the extent that there is a change to the Product requirements following Product Initiation that relate to the usage of FJ Digital Background IPR, K5 IPR or Horizon IPR, the Fujitsu Services Architect Owner shall escalate to the Product Owner and the Delivery Lead such that the parties may agree upon any revision to the IPR strategy and the same will be tracked within the updated Product Initiation deliverables accordingly. The parties acknowledge that such a change in the Product may require the Sprint Team to be re-set prior to re-commencing the Product delivery.

The Product Owner shall be responsible for ensuring that Post Office's Chief Technical Office (or nominated representative) agrees to the IPR strategy (including any changes to the IPR strategy) with respect to any Sprint Requirement which is to be designed, coded or supplied as a pre-existing component or an algorithm using any Listed Rights prior to formally approving the Product to be delivered under DDS.

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APPENDIX 10
TRANSITION

During the course of the Transition Period the parties shall review and agree the contents of the following Appendices:

- Appendix 3 (*DDS Participants*);
- Appendix 4 (*Governance*); and
- Appendix 6 (*Tooling*),

as set out within such Appendices.

Where Post Office fails to meet a Transition Dependency then, to the extent that such failure directly impacts a Sprint, the failure shall be a Relief Event for the purpose of the relevant Sprint and Fujitsu Services shall comply with paragraph 11.

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APPENDIX 8
SERVICE CREDIT MECHANISM

1. DEFINITIONS AND INTERPRETATION

1.1 In this Appendix, the following terms and expressions shall have the meaning set out below:

"**Average Sprint Performance**" means in respect of a given Sprint Team, subject to paragraph 3.1.3 of this Appendix 8 (*Service Credit Mechanism*), the average Completion Rate over the previous six Sprints completed by such Sprint Team;

"**Completion Rate**" means in respect of a given Sprint, the percentage of Story Points that were scheduled for completion during such Sprint that were actually completed during such Sprint;

"**Expected Service Level**" means, in respect of a given Sprint, the expected target percentage (as set out as the 'expected' percentage within Attachment 1 to this Appendix 8 (*Service Credit Mechanism*)) of the Story Points due for completion during such Sprint;

"**Improvement Plan**" has the meaning given to it in paragraph 4.1 of this Appendix 8 (*Service Credit Mechanism*);

"**Minimum Service Level**" means, in respect of a given Sprint, that at least 75% of the Story Points due for completion during such Sprint were actually completed and Accepted;

"**Sprint Charges**" means, in respect of any given Sprint, the total charges payable by Post Office in respect of such Sprint;

"**Sprint Service Credit**" means, in respect of any given Sprint, ten per cent (10%) of the Sprint Charges; and

"**Threshold Service Level**" means, in respect of a given Sprint, the threshold target percentage (as set out as the 'threshold' percentage within Attachment 1 to this Appendix 8 (*Service Credit Mechanism*)) of the Story Points.

2. SERVICE LEVEL PRINCIPLES

2.1 During each Sprint, Fujitsu Services shall provide the Services to a level that meets or exceeds the Expected Service Level for such Sprint and Fujitsu Service' performance against this target shall be measured and reported in accordance with this Appendix.

3. SERVICE LEVEL MEASUREMENT

3.1 Reporting

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3.1.1 During each Sprint, Fujitsu Services shall measure its performance against the Expected Service Level, Threshold Service Level and Minimum Service Level for such Sprint.

3.1.2 Within the DDS Service Review, Fujitsu Services and Post Office shall review Fujitsu Services' performance during the previous two Sprints. Fujitsu Services shall provide sufficient evidence of its performance during such Sprints to allow assessment of its performance.

3.1.3 Where the period for assessing the Average Sprint Performance of any given Sprint Team includes any Disrupted Sprints, such Disrupted Sprints shall be discounted from the calculated average. By way of example only, where the relevant 6 month period contained 1 Disrupted Sprint, the Average Sprint Performance shall be calculated as an average of the remaining 5 Sprints within such period. Where the number of Disrupted Sprints within any such period exceeds 2, the period shall be extended until an average can be taken across at least 4 Sprints that are not Disrupted Sprints.

4. CORRECTIVE ACTION

4.1 Creation of an Improvement Plan

Where, in respect of any Sprint, the Completion Rate fails to meet the Expected Service Level in respect of such Sprint, Fujitsu Services shall, within 5 business days of the end of such Sprint, provide Post Office with a written plan for improving Fujitsu Services' performance, so as to improve Fujitsu Services' performance and satisfy such Service Levels in the future (an "**Improvement Plan**") for Post Office's approval. In the event that Post Office (acting reasonably) does not approve the Improvement Plan, Fujitsu Services shall submit a revised plan to address Post Office's concerns. For the avoidance of doubt, an Improvement Plan may result in an individual resource being removed from a Sprint Team where the parties agree that this is an appropriate action to help to address Fujitsu Services' performance issues).

4.2 Implementation of Improvement Plan

Upon Post Office's approval, the Improvement Plan shall be implemented by Fujitsu Services in accordance with the timescales set out in the Improvement Plan and Fujitsu Services shall bear the cost of performing its obligations and responsibilities under such Improvement Plan. During the implementation of such Improvement Plan, Fujitsu Services shall provide to Post Office weekly status reports containing progress updates until such time as Fujitsu Services' performance is fully evidenced to be in compliance with the applicable Service Level. For the avoidance of doubt, the implementation of the Improvement Plan shall not relieve Fujitsu Services of any obligations hereunder or from incurring additional Sprint Service Credits.

5. SPRINT SERVICE CREDITS

5.1 This paragraph 5 of Appendix 8 (*Service Credit Mechanism*) shall not apply until 1 November 2018.

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5.2 **Calculation**

Where, in respect of any Sprint, the Completion Rate fails to meet:

(i) the Minimum Service Level (a "**Minimum Service Level Default**"); or

(ii) the Threshold Service Level (but does not fail to meet the applicable Minimum Service Level) in respect of such Sprint and the Average Sprint Performance by Fujitsu Services does not exceed the Threshold Service Level,

then, subject to paragraphs 5.3, 5.4 and 5.5 of this Appendix 8 (*Service Credit Mechanism*), Fujitsu Services shall pay to Post Office an amount equal to the Sprint Service Credit for the applicable Sprint, which shall be applied as a credit for the next invoice as a separate line item.

5.3 In no circumstances will the total amounts payable by Fujitsu Services in Sprint Service Credits for any given Sprint exceed 10% of the Sprint Charges for such Sprint.

5.4 Subject to paragraph 6.1 of this Appendix 8 (*Service Credit Mechanism*), but without prejudice to paragraph 4 (*Corrective Action*), the payment of Sprint Service Credits shall be the Post Office's sole remedy with respect to any failure to meet the Service Levels.

5.5 Where a new Product is introduced to the DDS Service or a new Sprint Team commences (as described in the table set out in Attachment 1 to this Appendix 8 (*Service Credit Mechanism*)), then the Threshold Service Level shall apply for the first 3 or 5 Sprints (as applicable) prior to it becoming set at the "Existing Team" levels. For the purposes of calculating the Average Sprint Performance across 6 Sprints which include new Products or new Sprint Teams, the Threshold Service Level will be calculated as the average of the Threshold Service Level targets across all of the 6 Sprints for the purposes of determining whether a Sprint Team has meet the Average Sprint Performance. An example of this process is set out beneath the table in Attachment 1 to this Appendix 8 (*Service Credit Mechanism*).

6. TERMINATION

6.1 Where the average Completion Rate across any twelve (12) consecutive Sprints across all Sprint Teams commencing at any time after 1 November 2018, fails to meet the Threshold Service Level ("**Critical Service Failure**"), then, notwithstanding paragraph 5.4 of this Appendix 8 (*Service Credit Mechanism*), provided that during such period there were an average of at least four (4) Sprint Teams running consecutively, Post Office may terminate the Digital Development Service a result of Default by Fujitsu Services by giving Fujitsu Services no less than sixty (60) days' prior written notice. In the event of any Critical Service Failure, paragraph 5.4 of this Appendix 8 (*Service Credit Mechanism*) shall cease to apply.

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6.2 If, in the event of a Critical Service Failure, Post Office commences proceedings against Fujitsu Services in respect of the provision of the Digital Development Services by Fujitsu Services in relation to one or more Products, Fujitsu Services shall not be required to (but may if it so chooses to) provide further Digital Development Services in respect of such Product(s) and Fujitsu Services or Post Office may elect for Fujitsu Services to cease to provide Digital Development Services in respect of such Product(s) on providing at least 10 business days' prior written notice to Post Office, and in that case:

6.2.1 Fujitsu Services will use all reasonable endeavours to procure an orderly and efficient transition from the provision of the DDS for the Product so terminated to the Post Office or a Replacement Service Provider;

6.2.2 for the avoidance of doubt, Fujitsu Services shall continue to provide Digital Development Services in accordance with this Schedule I3 in respect of all other Products;

6.2.3 the Charges relating to the Product Roles and the Sprint Teams associated with the terminated Product shall cease to apply from the date of termination (the "**Product Reduction Amount**") and the Charges related to the Platform Standing Team Charges and the Oversight Roles Charges shall be reviewed by the parties with a view to reducing them by a percentage equal to the average Sprint Team Charges for the affected Product(s) over the previous 6 month period as a proportion of the DDS Charges (excluding the Platform Standing Team Charges, Oversight Roles Charges and Tooling Charges) until such time as new Products are introduced or additional concurrent Sprint Teams are engaged to support existing Products that require additional resources within the Platform Standing Team or Oversight Roles, or such other proportion taking reasonable account of the continued provision of DDS (the "**Product Reduction Percentage**"). The DDS Commitment for the remainder of the current DDS Commitment Year and for each subsequent DDS Commitment Year shall also be reduced by the Product Reduction Amount and, for so long as it applies, by a percentage equivalent to the Product Reduction Percentage; and

6.2.4 the annual liability cap referenced in Clause 14.1(ii) shall be reduced by the Product Reduction Amount for each subsequent year of the DDS Term and, for so long as it applies, (for each subsequent year of the DDS Term) by a percentage equivalent to the Product Reduction Percentage.

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ATTACHMENT 1 TO APPENDIX 8

Target Story Point Percentages

		Number of Sprints Completed by Standard Sprint Teams					
Type of Sprint Team		**1*** **	**2**	**3**	**4**	**5**	**6+**
Existing Team	***Expected***	90%	90%	90%	90%	90%	90%
	Threshold	85%	85%	85%	85%	85%	85%
New Product*	***Expected***	75%	75%	75%	85%	85%	90%
	Threshold	75%	75%	75%	75%	75%	85%
New Team**	***Expected***	85%	85%	85%	90%	90%	90%
	Threshold	75%	75%	75%	85%	85%	85%

* A 'New Product' Sprint Team refers to a Sprint Team supporting a new Product that has not previously formed part of the scope of activity undertaken by Fujitsu Services as part of the Digital Development Services. For clarity, an Existing Team moving to a New Product will have the New Product measures applied.

** A 'New Team' Sprint Team refers to any new Sprint Team created to provide support for an existing Product that already forms part of the scope of activity undertaken by Fujitsu Services as part of the Digital Development Services.

*** The number of Sprints completed by a Sprint Team refers to the number of concurrent complete Sprints undertaken by the specific Sprint Team in question, starting from the first Sprint undertaken by that Sprint Team since the last Product Initiation.

WORKING EXAMPLE

Working Example of calculating Average Sprint Performance where the Threshold Service Level is at different figures during the 6 Sprint measurement Period.

NEW PRODUCT

Threshold is 75 Story Points for first 5 sprints, then 85 for subsequent sprints

A new Product is introduced and the Sprint Team performs as follows:

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Sprint Number	1	2	3	4	5	6	7	8	9	10	11	12
Minimum	75	75	75	75	75	75	75	75	75	75	75	75
Threshold	75	75	75	75	75	85	85	85	85	85	85	85
6 sprint avg Threshold						76.7	78.3	80.0	81.7	83.3	85.0	85.0
Delivered	**76**	**84**	**88**	**92**	**96**	**100**	**100**	**100**	**100**	**100**	**100**	**100**
6 sprint avg delivered						89.3	93.3	96.0	98.0	99.3	100.0	100.0
Credits	0	0	0	0	0	0	0	0	0	0	0	0

The 6 Sprint Average Threshold for Sprint 6 onwards will be calculated as shown in the table above for the purposes of measuring whether the Threshold Service Level and the Average Sprint Performance has been met.

NEW TEAM FOR EXISTING PRODUCT

Threshold is 75 Story Points for first 3 sprints, then 85 for subsequent sprints

A new Sprint Team is introduced and performs as follows:

Sprint Number	1	2	3	4	5	6	7	8	9	10	11	12
Minimum	75	75	75	75	75	75	75	75	75	75	75	75
Threshold	75	75	75	85	85	85	85	85	85	85	85	85
6 sprint avg Threshold						80.0	81.7	83.3	85.0	85.0	85.0	85.0
Delivered	**76**	**84**	**88**	**92**	**96**	**100**	**100**	**100**	**100**	**100**	**100**	**100**
6 sprint avg delivered						89.3	93.3	96.0	98.0	99.3	100.0	100.0
Credits	0	0	0	0	0	0	0	0	0	0	0	0

The 6 Sprint Average Threshold for Sprint 6 onwards will be calculated as shown in the table above for the purposes of measuring whether the Threshold Service Level and the Average Sprint Performance has been met.

SPRINT TEAMS COMMENCING PRIOR TO 1ST NOVEMBER

A new Sprint Team commences DDS on 1st October. For Sprints 1 and 2, Service Levels shall be measured but no Service Credits will apply. For Sprints 3 onwards, the Threshold Service Levels and Expected Service Levels will be as per the table but Service Credits will apply.

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SCHEDULE I4

K5 Cloud Services

Version History

Version No.	Date	Comments
13.0		Added as per CCN1645
14.0	20/12/2021	Moving Schedules to V14.0

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SCHEDULE I4

K5 CLOUD SERVICES

1. INTRODUCTION

1.1 This Schedule shall not apply in the circumstances where Post Office (or a third party acting on behalf of Post Office) has direct access to the K5 cloud platform for the purposes of test and development in a separate environment to the Horizon production environments. In such circumstances, such access and use of the K5 cloud platform shall be undertaken pursuant to clause 76.

1.2 Paragraph 2 of this Schedule sets out the provisions that shall apply in respect of the Cloud Services, amending or supplementing the terms and conditions of the Agreement as they apply to the Cloud Services.

2. SUPPLEMENTARY TERMS

2.1 Termination

2.1.1 Subject to paragraph 2.1.2, Fujitsu Services may, upon not less than 12 months' prior written notice elect to discontinue all or part of the K5 Cloud Services (such as, but not limited to, where Fujitsu Limited or Fujitsu Services closes the K5 cloud platform or no longer supports a particular element which is needed by the Post Office), in which case, Fujitsu Services shall, at its cost, migrate the Cloud Services to an alternative platform as may be selected by Fujitsu Services provided that: (i) Fujitsu Services has acted reasonably and sought to take into consideration any concerns raised by Post Office as to such alternative platform; and (ii) the alternative platform provides a service that is equivalent to or better than the K5 Cloud Services with respect to performance, functionality and security. Fujitsu Services agrees that the total Charges payable by the Post Office for the Cloud Services shall be unaffected notwithstanding the migration to the alternative platform. Subject to paragraph 2.1.2, in the event that the Post Office incurs any costs as a result of any such move to an alternative platform, Fujitsu shall be liable to the Post Office for such reasonably demonstrable costs provided that these shall not exceed £1,000,000.

2.1.2 Paragraph 2.1.1 shall not apply with respect to the implementation of those projects that are agreed between the parties as using the K5 cloud platform only on a temporary basis prior to migration to an alternative cloud platform (currently being HNGT, HIH and Agent's Portal). Instead, the movement of such projects to alternative cloud platforms is hereby agreed by Post Office, subject to the costs of such movement being agreed by the parties.

2.2 No Direct Access

2.2.1 The parties agree that the Post Office shall not have the right to directly access the K5 cloud platform and will not be provided with any administration rights to do so. Any access by the Post Office (or any of its personnel, agents or subcontractors) shall be a breach of this Agreement. Should Post Office

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request any such direct access, Fujitsu Services shall deny such request and escalate the same to the Post Office's Group CIO. In the event that Post Office repeatedly breaches the provisions of this paragraph 2.2.1, Fujitsu Services shall be entitled (provided it has first escalated the same to the Post Office's Group CIO), on no less than six months' prior written notice to the Post Office, to migrate Post Office to an alternative platform and Post Office shall pay the reasonable costs associated with such move. Fujitsu Services shall nevertheless maintain the provision of the Services throughout any such migration.

2.2.2 In the event that Post Office subsequently wishes to have (or wishes one of its subcontractors or agents to have) direct access to the K5 cloud platform, the parties will agree any necessary operational changes to the Cloud Services.

2.3 **Changes**

2.3.1 Fujitsu Services may: (i) change and discontinue at its discretion any of the Cloud Services; (ii) change or remove features or functionality of any of the Cloud Services from time to time; and (iii) change the Service Descriptions relating to the Cloud Services. Unless paragraph 2.3.2 below applies, such a change will not require approval from the Post Office.

2.3.2 Where any proposed change is material and may degrade the functionality, performance or security of the Cloud Services, in the reasonable opinion of the parties (as discussed in the appropriate governance forum), Fujitsu Services will provide the Post Office with at least 3 months' prior written notice before such change is implemented and the parties will agree the manner in which the effects of the change can be mitigated. Where appropriate mitigations are not possible, Fujitsu Services shall migrate the Cloud Services to an alternative platform in accordance with the provisions of paragraph 2.1.

2.3.3 For the avoidance of doubt, where any change to the Cloud Services may impact any software licensed to Post Office by a third party independently of Fujitsu Services, such change shall be assessed in accordance with paragraphs 2.3.1 and 2.3.2.

2.3.4 Without prejudice to clause 4, the parties will include, as an item within the appropriate governance forum, a forward-looking schedule of changes to the Cloud Services. Fujitsu Services will use its reasonable endeavours to keep the list up dated such that, where possible, changes proposed are included at least 6 months in advance.

2.3.5 The parties agree that prior to the commencement of any Services that make use of the K5 cloud platform in a live environment, the parties will agree through the Change Control Procedure any necessary changes to the

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service descriptions within the Agreement that relate to the use of the Cloud Services.

2.4 **Customer Content**

2.4.1 Post Office is responsible for the Customer Content and: (a) shall ensure that it does not, and that its End Users do not, use the Cloud Services to transmit any Customer Content which is unlawful, fraudulent, defamatory, offensive, obscene or that may bring Fujitsu Services or any other member of its group's reputation into disrepute or cause harm or damage in respect of any person, entity, network or system; (b) shall obtain all necessary permissions to use, provide, store and process Customer Content; and (c) shall grant Fujitsu Services permission to use Customer Content to provide the Cloud Services to the Post Office and any End Users.

2.4.2 "**Customer Content**" means the data, information and material, including the Application Software and any data, text, audio, video, images or other content, that the Post Office or the End User provider, transmits or stores using any of the Cloud Services, excluding any such data, information or material created or provided by Fujitsu Services.

2.5 **Information Security**

2.5.1 Fujitsu Services may install an intrusion detection system ("**IDS**") in Fujitsu Services' equipment in order to help detect communications attempting to disrupt or disable any of the Cloud Services, hack into Fujitsu Services' equipment, or perform hacking using Fujitsu Services equipment, including equipment installed for providing the Cloud Services (collectively, "**Offensive Communication**"). The contents of any communications with Fujitsu Services' equipment or using Fujitsu Services' equipment may be verified by Fujitsu Services through the IDS to determine whether such communications are Offensive Communications. Fujitsu Services may tabulate and analyse the records of Offensive Communication obtained with the IDS, create statistical data, and use and process the same only for purposes of improving the security of any of the Cloud Services, the Fujitsu Environment and Fujitsu Services' other products and services.

2.6 **Acts of Emergency**

2.6.1 In the event of an emergency and where necessary to protect the integrity of the Cloud Services or to manage or prevent a security risk, Fujitsu Services may temporarily interrupt the Cloud Services and Fujitsu Services shall use reasonable efforts to notify the Post Office promptly upon any such requirement. For the avoidance of doubt, no such interruption shall act to relieve Fujitsu Services from its obligations to provide the Services in accordance with the Service Levels, nor shall it in any way act as a relief event in respect of any such Service Levels.

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SCHEDULE I5

Microsoft Azure Terms Schedule

Version History

Version No.	Date	Comments
13.0		Added as per CCN1647
14.0	20/12/2021	Updated as per CCN1654b and moving all Schedules to v14.0

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SCHEDULE I5

MICROSOFT AZURE TERMS SCHEDULE

The terms of this Schedule apply only in respect of the Microsoft Azure Services and their use by Fujitsu Services in providing the Operational Services.

1. Post Office accepts that the provision of the Microsoft Azure Services is subject to the Post Office accepting and agreeing to the Customer Agreement which is a binding legal contract between Post Office and Microsoft (or its Affiliate). The Customer Agreement includes the Online Services Terms (as defined therein) and the SLA (as defined therein).

2. Post Office confirms and agrees that:

    a. by the date of commencement of Operational Services using the Microsoft Azure Services, it will have made all notifications to and/or secured all consents of third parties required (i) for Fujitsu Services to be authorised to disclose Post Office Data to Microsoft and (ii) for Fujitsu Services to process such Post Office Data, in each case solely to the extent: (a) required by applicable privacy and data protection laws; and (b) necessary for the purposes of making use of the Microsoft Azure Services to provide the Services in accordance with this Agreement;
    b. it consents to Fujitsu Services performing the activities of Reseller set out or referred to in Clause 4 of the Customer Agreement; and
    c. Microsoft may send direct communications to Post Office related to the terms of the Customer Agreement or the operation or delivery of the Microsoft Azure Services.

3. Fujitsu Services shall have no liability to Post Office to provide the Operational Services using the Microsoft Azure Services to the extent that it is unable to do so as a direct result of the failure by Post Office to comply with paragraph 2.a. of this Schedule, provided that Fujitsu Services has taken all commercially reasonable steps to mitigate the impact of such failure.

4. Fujitsu Services shall have no liability to Post Office for any interruptions or failures of the Microsoft Azure Services (and any associated interruptions or failures of the Operational Services provided by Fujitsu Services under the Agreement) resulting from Microsoft exercising its right to terminate or suspend the Microsoft Azure Services pursuant to and in accordance with the Customer Agreement (other than where such right to terminate or suspend arises due to the acts or omissions of Fujitsu Services), provided always that Fujitsu Services has taken all commercially reasonable steps to mitigate such interruptions or failures.

5. Fujitsu Services shall have no liability to Post Office for any interruptions or failures of the Operational Services provided by Fujitsu Services under the Agreement, resulting from: (a) Microsoft materially altering the Microsoft Azure Services which in turn requires material changes to Fujitsu Services' configuration of the Microsoft Azure Services used in the provision of the Operational Services; or (b) Microsoft exercising any of its rights under the Customer Agreement which would result in Fujitsu Services being unable, or in breach of the terms of this Agreement were it to continue, to provide the Operational Services, provided always that in each case Fujitsu Services has taken all commercially reasonable steps to mitigate such interruptions or failures.

6. Post Office agrees and understands:
    a. that in the event that any one or more of the Microsoft Availability Zones are wholly unavailable, there may be limited Microsoft Azure Services capacity within the remaining Microsoft Availability Zones and there could be some resulting degradation of the Operational Services; and
    b. that should any such degradation of the Operational Services occur, then Fujitsu Services shall have no liability to Post Office for such degradation, provided always that Fujitsu Services has taken all commercially reasonable steps to mitigate such degradation.

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7. Save in the circumstances described in paragraphs 3 to 6 above or in Clause 43.10.9, Fujitsu Services shall not be relieved of liability for any failure to provide the Services in accordance with this Agreement caused by any unavailability, interruption or failure of the Microsoft Azure Services.

8. Software Licences: Post Office accepts that any obligations of Fujitsu Services within the Agreement relating to the grant or procurement of a licence of third party software shall not (save to the extent otherwise agreed in writing between Post Office and Fujitsu Services) apply to any software made available by Microsoft as part of the Microsoft Azure Services pursuant to the Customer Agreement.

9. No Post Office Access
   a. The parties agree that Post Office shall be provided with read-only access for five named Post Office employees or named representatives (such named employees or representatives shall be as specified in writing by Post Office to Fujitsu Services from time to time and such instruction promptly acted on by Fujitsu Services) only through the Microsoft provided Azure Portal to the Azure Subscriptions that are used to deliver the Horizon Application for the period ending 31st May 2021 but shall not otherwise (save to the extent otherwise agreed via the Change Control Procedure between Post Office and Fujitsu Services) have the right to directly access the technology environment operated by Microsoft for the purpose of providing the Microsoft Azure Services and will not be provided with any administration rights to do so. Should Post Office request any such direct access above that detailed herein, Fujitsu Services shall deny such request and escalate the same to the Post Office's Group CIO.

   b. Fujitsu Services shall not be liable for any failure to provide the Operational Services in accordance with this Agreement to the extent that such failure is caused by Post Office directly accessing the above-referred technology environment in breach of paragraph 7a above, and Fujitsu Services shall have the right to claim any reasonable and demonstrable incremental costs incurred by it in taking any action necessary to remediate any damage or impact to the Operational Services caused by such breach.

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Schedule I6

Payment and Banking Service: Service Description

1. BACKGROUND

1.1 Payment and Banking Service is a set of management services and infrastructure components that have been deployed by Fujitsu Services in conjunction with its Sub-contractor Ingenico. The Payment and Banking Service is developed to interact with the HNG-X System to provide the following Business Capabilities and Support Facilities:

(a) the Banking Business Capability, as described in paragraph 2.5 of Schedule B3.2 of the Agreement;

(b) the management of payments using the Debit Card and Credit Card methods of payment within the Payment Management Business Capability, as described in paragraphs 2.10.4 - 2.10.8 of Schedule B3.2 of the Agreement; and

(c) the Transaction Management Support Facility, as described within paragraph 3.4 of Schedule B3.2 of the Agreement.

1.2 Payment and Banking Service was implemented to reduce the scope of the Card Data Environment (CDE) within the HNG-X System, it communicates all Cardholder Data point-to-point encrypted within the Payment and Banking Solution. As the encryption keys are unavailable to Fujitsu Services and Post Office, all data in scope of PCI DSS (Cardholder Data and Account Data (P2PE)) for PBS Transactions are not accessible by Fujitsu Services or Post Office as part of the transaction process. Access to encrypted PANs within the HNG-X System does remain in relation to reconciliation however, this shall continue until GlobalPayments, Vocalink and American Express implement changes to mask the PANs communicated in reconciliation data. Unless explicitly stated otherwise in this Service Description, no other Schedule B Schedule, Service Descriptions or CCDs shall apply to this Payment and Banking Service.

2. DEFINITIONS

In this Schedule I6, the following terms shall have the following meanings:

"**AXIS Software**" means the software hosted on the Ingenico Central Platform;

"**C3 BTA Software**" means the components of the C3 Software that support PBS Banking Transactions;

"**C3 CPA Software**" means the components of the C3 Software that supports EMV Payment Transactions;

"**C3 Software**" means the firmware deployed onto the PIN Pad, including the C3 CPA Software and the C3 BTA Software;

"**Ingenico**" means Fujitsu Services Sub-contractor, Ingenico Retail Enterprise (UK) Limited, and (as the context requires) its subcontractors;

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"**PBS Core Availability**" means Monday to Friday (excluding Bank Holidays) – 8am to 5.30pm and Saturday – 8am to 1pm. These are the core hours used in the definitions of the Service Level Targets for the Payment and Banking Service over which availability of the Ingenico Central Platform shall be assured; and

"**PCI P2PE**" or "**Payment Card Industry Point to Point Encryption**" means the standard applicable to card data encryption solutions between a payment terminal and a payment server, which shall protect the PBS Data on the merchant's network, as published by the PCI SSC.

3. DESCRIPTION OF THE SERVICE

3.1 Service Summary

The Payment and Banking Service provides the following elements of service, integrating the services provided by Fujitsu Services with the HNG-X Operational Services:

3.1.1 The PBS Transaction Service

The PBS Transaction service provides the functional transaction processing elements of the services and is made up of the following component parts:

- The central payment processing platform - the Ingenico Central Platform – and related services to support the overall PCI DSS conformant solution.
- Transaction processing applications, interacting with the HNG-A Software at the Counter Position, running on each PIN Pad supporting the processing of EMV Payment Transactions (the C3 CPA Software), PBS Banking Transactions (the C3 BTA Software).
- Merchant Web Interface (i.e. Web Portal).

3.1.2 Payment and Banking Support Services

To support the continued delivery and availability of the PBS Transaction service the Payment and Banking Service also provides:

- Pro-active monitoring of the Ingenico Central Platform and AXIS Software
- Incident Management, including Major Incident Management
- Problem Management
- Configuration and Operational Change Proposal management, for both:
    - The Payment and Banking Solution, and
    - The PIN Pad configuration management aspects of the Operational Business Change (Branch Change) Service
- Change and Release Management
- Architectural oversight for the Payment and Banking Solution
- Support for fraud investigations and/or prosecutions

3.2 Service Definition

3.2.1 The PBS Transaction Service Components

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3.2.1.1 Ingenico Central Platform and Related Services

The Ingenico Central Platform is a network, hardware and software infrastructure, including the AXIS Software, and transactional databases, centrally hosted and operated in a fully redundant environment by Ingenico, ensuring the concentration of PBS Transaction flows from Counter Positions, their processing links with the Acquirers' centres and the archiving of PBS Transaction history. This includes:

a) The configuration of acceptance contracts;

b) The routing of electronic PBS Transaction flows from Branch Hardware on IP links;

c) Aggregation of PBS Transactions' data on central servers;

d) Delivery of PBS Transaction and authorisation data to (as applicable) Acquirer centres and/or Vocalink;

e) The creation and transmission of settlement data to the Acquirer; and

f) Protection of card data exchanged and stored on the Ingenico Central Platform according to the PCI DSS security rules.

3.2.1.1.1 Card types accepted

The types of cards accepted by the solution are detailed in the CCD entitled "Axis Managed Payment Service Solution - Solution Design" (DES/APP/MAN/3760).

3.2.1.1.2 Multi-Acquirer Architecture

The PBS Transaction service is based on a multi-Acquirer architecture allowing the configuration of multiple Acquirer contracts. Routing to different acquiring hosts can be established via provisioning configuration. However, for the avoidance of doubt, any change to Post Office Acquirer(s) or Vocalink must be made via the Change Control Procedure, to ensure the change is adequately configured and tested prior to release to the production environment.

3.2.1.1.3 Connectivity

The connectivity between the C3 Software and the Ingenico Central Platform is based on TCP/IP protocol. The dialogues are always initiated by the C3 Software towards the AXIS Software server of the Ingenico Central Platform. The link between the Ingenico Central Platform and the Acquirer may use the X25, XoT or IP protocols via Ingenico's dedicated access points, depending on the connectivity requirement of the Acquirer. The detailed connectivity infrastructure deployed is detailed in the CCD entitled "Axis Managed Payment Service Solution - Solution Design" (DES/APP/MAN/3760).

3.2.1.1.4 P2PE

The point to point encryption (P2PE) service enables card data encryption between the PIN Pad and the Ingenico Central Platform. To enable this, PIN Pads must first be activated in Ingenico's PCI-P2PE certified customisation centre and deployed according to PCI P2PE rules.

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The PIN Pad is activated by means of a P2PE encryption key injected according to a PCI P2PE certified process, transported and deployed at Post Office sites according to the rules defined by the PCI P2PE standard. The P2PE functionality reduces the Post Office PCI DSS certification perimeter provided that Post Office has implemented the P2PE Implementation Manual (PIM) issued by Fujitsu Services and set out in the CRD entitled "P2PE Implementation Manual" ([●]), and that Ingenico is referenced by the PCI-SSC as the P2PE compliant solution supplier. Fujitsu Services shall maintain the certification on PIN Pads and a defined application scope.

3.2.1.1.5 Asset Tracking via Web Portal

The P2PE Asset Management Service, as described in the CCD entitled "P2Pe Asset Management Service: Service Description" (SVM/SDM/SD/3756) is accessed via the Web Portal. It enables Post Office to manage the deployment of its PIN Pads over their entire life cycle, from delivery to Post Office to being scrapped. This service allows Post Office to manage the status specified in the P2PE Implementation Manual (PIM), and to generate inventory discrepancies as required by the PIM.

3.2.1.1.6 Content Remote Download

The remote download feature allows the download, to all or part of the Post Office estate of PIN Pads, of content specific to Post Office, such as logo, image, video, etc. Post Office shall provide content for download to PIN Pads to Fujitsu Services and define how the download campaign should progress, as part of service requests for campaigns to be setup and initiated. Fujitsu Services will then ensure that the content is downloaded to PIN Pads by Ingenico accordingly.

For information purposes only, Ingenico will initiate a campaign to coordinate any specific downloads required to the PIN Pad estate. Each campaign will be designed to the specific nature of the downloads being pushed to the PIN Pad estate, as this could differ from a simple screensaver update, to a new version of a component application on the PIN Pad.

Ingenico manages campaigns so that there are no more than approximately 200 concurrent PIN Pad downloads at any single point in time; however, there can be multiple downloads over a single night to address more than 200 actual PIN Pads. Any PIN Pad campaigns initiated will be subject to an agreed schedule with Post Office.

3.2.1.2 The PBS Transaction Service for EMV Payment Transactions

3.2.1.2.1 C3 CPA Software

The C3 CPA Software provides the interface between the in-Branch components (Counter Position and PIN Pad application) and the AXIS Software servers of the Ingenico Central Platform for EMV Payment Transaction processing. The C3 CPA Software connects to the Ingenico Central Platform via TCP/IP.

3.2.1.2.2 Protocols and supported countries

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As part of the PBS Transaction service, the following countries and Acquirers' protocols can be supported for EMV Payment Transactions:

Country	Protocol
UK	APACS

3.2.1.2.3 Payment environments

As part of the PBS Transaction service, the following payment mechanisms are supported:

- Local in Branch payments
- Host to Host Refunds direct from Fujitsu Services' HNG-X System, as defined the Batch Process Functional Specification (Reference to be added)

The latter allows HNG-X Application initiated refunds and reversals. Via an interface between the HNG-X Application and the AXIS Software server of the Ingenico Central Platform, automated reversals or refunds of EMV Payment Transactions can be made in respect of EMV Payment Transactions which failed or were cancelled, either at the Counter Position or otherwise by the HNG-X System, after the EMV Payment Transaction.

3.2.1.2.4 Degraded Mode

This paragraph details the functionality provided by the Payment and Banking Solution to support a degraded mode of operation. For the avoidance of doubt, this functionality, whilst stated here is not configured for live operation for Post Office. If required, this could be enabled for future operation using the Change Control Procedure.

In the event of a failure of the communication between the C3 CPA Software and the AXIS Software server of the Ingenico Central Platform, the Payment and Banking Service may, according to an associated parameterization, continue to operate in "degraded" mode: the C3 CPA Software, without access to any communication with the AXIS Software server of the Ingenico Central Platform, must then process the EMV Payment Transaction locally, with a limit of behaviour and amount defined between Post Office and the Acquirer. Any payment options which can only be processed "online" with the Acquirer will not be supported in "degraded" mode.

When operating in "degraded" mode, Post Office must note that the PIN Pad may store EMV Payment Transactions locally. In order to be remitted to the bank, said EMV Payment Transactions must therefore be sent to the AXIS server of the Ingenico Central Platform, before any replacement, maintenance or withdrawal of such PIN Pad(s) is performed.

Post Office must ensure that all EMV Payment Transactions performed in "degraded" mode, and therefore stored locally on the PIN Pad, can be sent to the AXIS server of the Ingenico Central Platform, either by Post Office or its sub-contractors or by Fujitsu Services, as soon as possible.

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3.2.1.2.5 Offline Mode

This paragraph details the functionality provided by the Payment and Banking Solution to support an Offline Mode of operation. For the avoidance of doubt, this functionality, whilst stated here is not configured for live operation for Post Office. If required, this could be enabled for future operation using the Change Control Procedure.

In the case of failure of the communication between the Ingenico Central Platform and the computer system of the Acquiring centres, the payment application may, according to the payment card processing rules, accept certain Transactions. It is said that these EMV Payment Transactions are carried out "offline".

Cards that require an authorisation request, with a required positive response from the Acquirer centre, cannot be accepted in this mode of operation. Cards that do not require authorisation may be accepted.

The acceptance of a card in "offline" processing must meet the acceptance rules of the Acquirer and the issuer of the card.

3.2.1.3 The PBS Transaction Service for PBS Banking Transactions

3.2.1.3.1 C3 BTA Software

The C3 BTA Software provides the interface between the in-Branch components (Counter Position and PIN Pad application) and the AXIS Software servers of the Ingenico Central Platform for PBS Banking Transactions. The C3 BTA Software connects to the Ingenico Central Platform via TCP/IP.

3.2.1.3.2 Protocols and supported countries

As part of the PBS Transaction service, the following countries and Acquirers' protocols are supported for PBS Banking Transactions:

Country	**Protocol**
UK	VOCALINK LIS5

3.2.1.3.3 Payment Environments

As part of the PBS Transaction service, the following transaction environments are supported:

- Local in branch payment
- Host to Host Reversals direct from Fujitsu Services back office systems (via Webservice)

The latter allows HNG-X Application initiated refunds and reversals. Via an interface between the HNG-X Application and the AXIS Server of the Ingenico Central Platform, automated reversals or refunds of PBS Banking Transactions can be made in respect of Transactions which failed or were cancelled, either at the Counter Position or otherwise by the HNG-X System, after the PBS Banking Transaction.

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3.2.1.3.4 Multi-Acquirer Architecture

The PBS Transaction service is based on a multi-Acquirer architecture allowing the configuration of multiple Acquirer contracts. However all PBS Banking Transactions will be routed to Vocalink as the processing host.

3.2.1.3.5 Degraded mode

There is no Degraded Mode to support PBS Banking Transactions. In the event of a failure of the communication between the C3 BTA Software and the AXIS server of the Ingenico Central Platform, PBS Banking Transactions will not be accepted as all PBS Banking Transactions must be performed fully online to the Vocalink host.

3.2.1.3.6 Offline mode

There is no Offline Mode to support PBS Banking Transactions. In the case of failure of the communication between the Ingenico Central Platform and the computer system of the Acquiring centres, PBS Banking Transactions will not be accepted as all PBS Banking Transactions must be performed fully online to the Vocalink host.

3.2.1.4 Web Portal

The Web Portal, delivered by the Ingenico Central Platform, is an online reporting and monitoring tool. Web Portal provides mechanisms to view and search on PIN Pad and EMV Payment Transaction and PBS Banking Transaction data.

3.2.2 Pro-active monitoring of the Ingenico Central Platform and AXIS Software

Fujitsu Services shall (acting via Ingenico) actively monitor the operations and performance of the Ingenico Central Platform and the AXIS Software twenty-four (24) hours per day, every day of the year. Any service impacting Incidents identified through monitoring will be managed to resolution using the Incident Management processes as described below. Fujitsu Services will report P1 or P2 priority Incidents for the Payment and Banking Service whenever they are identified, P3 priority Incidents for the Payment and Banking Service identified outside of the hours of availability of the Payment and Banking Service will be reported the next Working Day.

Post Office and Fujitsu Services nominated users will also be given access to a customised dashboard displaying metrics of performance data for the Ingenico Central Platform and AXIS Software.

3.2.3 Incident Management, including Major Incident Management

Fujitsu Services will be responsible for informing Post Office of any Payment and Banking Service affecting Incidents identified by Fujitsu Services or its Sub-contractors.

The Payment and Banking Service will conform to the Fujitsu Services POA Incident management process as defined in the Working Document entitled: "POA Operations Incident Management Process" (SVM/SDM/PRO/0018).

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Major Incidents will be managed in accordance with the Working Document entitled: "POA Major Incident Process" (SVM/SDM/PRO/0001).

3.2.4 Problem Management

The Payment and Banking Service will conform to the Fujitsu Services POA problem management process as defined in the Working Document entitled: "Interface Agreement for the Problem Management Interface" (CS/IFS/008).

Problem records will be created and maintained to review all P1 Incidents, regardless of whether or not the Service Levels in respect of such Incident were met, or whenever the Parties identify a trend in Service Level performance which reasonably indicates that there may be a future P1 Incident. Fujitsu Services and/or its Sub-contractors will perform root cause analysis (RCA) investigations for these problem records and report their findings within seven (7) Working Days.

For P2 Incidents, an informal update on the cause of the Incident will be provided to Post Office, including any additional actions required to prevent such Incidents from happening again.

If the Parties identify a trend in Service Level performance, which reasonably indicates that there will be a future P1 or P2 Incident, a root cause analysis of the trend will be performed. The findings will be reported to Post Office and any necessary steps to prevent an actual P1 or P2 Incident indicated by such root-cause analysis will be taken.

3.2.5 Payment and Banking Solution Configuration and Operational Change Proposal Management

Fujitsu Services will notify Post Office of all scheduled changes to be made to the Payment and Banking Solution and unless otherwise agreed shall carry out maintenance work on the Payment and Banking Solution between 00:30 and 06:00 (UK time), Sunday to Thursday (inclusive), as follows;

a) Minimum notice period prior to maintenance: four (4) Working Days, except where Fujitsu Services believes (acting reasonably) that a failure to perform the maintenance operations may lead to a P1 or P2 Incident, in which case such notice must be received no less than one (1) Working Day;

b) Fujitsu Services will notify and seek agreement from Post Office for the above scheduled changes. Any agreement from Post Office will not be unreasonably withheld. In the event that the Parties are not able to gain agreement, and where Fujitsu Services can demonstrate that it is required scheduled maintenance; then Fujitsu Services will not be liable for failure to meet any Service Levels or obligations within this Payment and Banking Service which would not have occurred had the change taken place, until such times as the scheduled maintenance has been executed.

c) As part of monthly reporting for the Payment and Banking Service (as described in paragraph 3.4.8 of this Service Description) Fujitsu Services will report on the success of all scheduled maintenance that has taken place

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in the previous month. Any unscheduled maintenance performed as a result of Incidents, such as any emergency changes, will also be reported on.

d) For all maintenance outside the above windows, Post Office may notify Fujitsu Services of any concerns they may reasonably have. In this scenario, the Parties will work together to agree the best conditions to perform the maintenance.

Fujitsu Services will raise Operational Change Proposals to notify Post Office of scheduled changes to be made by Ingenico. The Payment and Banking Service will create and/or impact Operational Change Proposals for operational changes in accordance with the CCD entitled: "Service Management Service, Service Description" (SVM/SDM/SD/0007).

A freeze period is a period of time during which scheduled downtime cannot be carried out. Fujitsu Services shall on an annual basis notify Post Office of its freeze period(s) for the forthcoming year for the Payment and Banking Service one (1) month before any freeze period is set. The parties shall, acting reasonably, discuss and to the extent operationally feasible adjust the proposed freeze period(s) to fit requirements.

Whilst performing maintenance or repairs during any scheduled downtime or unscheduled downtime, Fujitsu Services shall use all reasonable endeavours to minimise the impact on the Payment and Banking Service.

Post Office shall notify Fujitsu Services of a freeze period for the Payment and Banking Service one (1) month before any freeze period is set. Should this freeze period restrict Fujitsu Services from performing required maintenance that would be required to maintain the platform and the Service Level Targets of the Payment and Banking Services (set out in this Schedule I6), then Fujitsu Services will not be subject to any liquidated damages (payable in accordance with clause 18 (Service Level Remedies)) accrued during the freeze period that would have been prevented had Fujitsu Services been able to undertake the required maintenance.

3.2.6 Configuration Management in Support of the Operational Business Change (Branch Change) Service

The Payment and Banking Service will manage the configuration of PIN Pads, including MID & TID data, in support of the Operational Business Change (Branch Change) Service when making changes in the configuration of Branches and Counter Positions.

The allocation of identification numbers (MID & TID) to a C3 Software enabled PIN Pad and configuration of the AXIS Software to accept transactions from that PIN Pad, in respect of an Operational Business Change request, will constitute an Activation to the Payment and Banking Service. After the initial roll-out of the Payment and Banking Service to the Branch estate the first 2,000 Activations per year is included in the Charges for the Payment and Banking Service. All Activations over and above this first 2,000 will be charged at the rate as identified in paragraph 3.6 of this Service Description

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3.2.7 Change and Release Management

The Payment and Banking Service will participate in the Change Control Procedure as documented in Schedule A3 of the Agreement. Fujitsu Services will involve Ingenico in the evaluation, design and impact assessment of any proposed changes, as necessary.

Should such change result in changes to the Payment and Banking Solution then release and deployment of the changed system will be managed using a combination of the Operational Change procedures documented in paragraph 3.2.5 above and the Release Management Service as documented in Annex A of the CCD entitled "Service Management Service: Service Description" (SVM/SDM/SD/0007), as appropriate.

3.2.8 Architectural Oversight

The Payment and Banking Service shall provide architectural oversight by way of subject matter expertise in the Payment and Banking Service. Technical subject matter expertise shall include Ingenico's resources provided by their UK Solution Management and UK Solution Integration Team (SIT) teams. Such subject matter expertise will support:

a) Ongoing PCI DSS compliance and regulation compliance;

b) Solution knowledge over time is retained;

c) Solution roadmap is defined and change requests are produced as necessary, to include provision of updates on Solution roadmap to Post Office, twice a year;

d) Service analysis and upgrade management is performed; and

e) Provision of PCI DSS annual accreditation & audit support.

3.2.9 Support for Fraud Investigations and/or Prosecutions

The Payment and Banking Service shall support the Litigation Support elements of the Security Management Service (as described in the CCD entitled Security Management Service: Service Description (SVM/SDM/SD/00017)) whenever Audit Record Queries include queries on PBS Transactions and specify PCI classified data in the search criteria. The provision of the response to those elements of queries relating to PCI classified data shall be forwarded by Ingenico who will respond directly to Post Office, or to a government authority as directed by Post Office. Such Audit Record Queries must only be requested with the direction of a government authority, such as the police or court.

3.2.10 Service Management

3.2.10.1 Continuous Service Improvement

Fujitsu Services will work with Ingenico and Post Office to identify and implement, where agreed, service or cost improvement initiatives within the Payment and Banking Service.

3.2.10.2 Supplier Management

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Fujitsu Services will be responsible for managing its third party suppliers utilised in the support of the Payment and Banking Service, principally Ingenico. These activities consist of:

a) monitoring the performance of the Sub-contractor;

b) managing incidents and problems related to the Sub-Contractor; and

c) managing changes related to the Sub-contractor.

3.2.10.3 Service Reporting

The Payment and Banking Service shall provide service reporting for distribution to Post Office in accordance with the Service Management Service described in the CCD entitled: "Service Management Service, Service Description" (SVM/SDM/SD/0007), including all reporting received from Ingenico as detailed in paragraph 3.4.8 of this Service Description.

3.2.11 Hypercare

This paragraph specifies the manner in which the Payment and Banking Service is to be delivered and shall not be construed as imposing any higher standard with respect to the provision of the Payment and Banking Service than specified in the Service Level Targets.

3.2.11.1 Fujitsu Services shall procure that Ingenico shall maintain an enhanced level of account support to Post Office when delivering the Payment and Banking Services (the "Hypercare Service").

3.2.11.2 As part of the Hypercare Service, Fujitsu Services shall procure that Ingenico provides an account structure to Post Office consisting of the following resources:

a) an 'Account Manager' and 'Client Support Executive' to provide account steerage and representation in Ingenico, respond promptly and appropriately to commercial and assets issues raised and act as a dedicated and consistent single point of contact for commercial relationship management;

b) a dedicated Customer Service Manager which shall:

(i) provide monthly management information on the previous month's performance of the Payment and Banking Services and the performance of the 'Ingenico Central Platform', which shall contain (as a minimum) the following:

- service level performance;
- key performance indicators (KPIs) on the 'Ingenico Central Platform';
- trend information on service levels and KPIs;
- any applicable change requests;
- information on any incidents; and

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- updates on any service improvement plans; and

(ii) support prompt resolution and management of all service-related issues, and resolution of the same in accordance with agreed service level timescales;

(iii) manage service / account improvement plans and will support, in conjunction with the 'Account Director', periodic reviews of the following:

- quarterly or bi-annual product roadmap reviews;
- access to Fujitsu Services' 'Innovation Labs' as may be required as part of the Payment and Banking Services; and
- any specific service improvement initiatives raised during monthly service reviews; and

c) personnel with solution subject matter expertise in respect of the Post Office architecture and PCI standards, to ensure:

(i) ongoing PCI and wider regulatory compliance;

(ii) retention and knowledge sharing in respect of the Post Office solution;

(iii) roadmap definition and change request writing;

(iv) service analysis and upgrade management;

(v) PCI annual accreditation can be carried out and to provide audit support;

d) act as a 'SIT Resource' (with the Banking specific knowledge) to provide additional Level 1 incident support to the UK 'IT Service Desk' to support resolution (where possible) of incidents at Level 1 support; and

e) to provide support for processing of all new Post Office Branch activations.

3.2.11.3 As part of the Hypercare Service, Fujitsu Services shall procure that Ingenico provides the following resources to Post Office:

a) operational resources to support automated complex daily key management exchange between Vocalink and Ingenico in the event of any service incidents;

b) resources to support the annual key exchange between Vocalink and Ingenico as part of the LIS5 operational requirements;

c) enhanced proactive monitoring to support the bespoke process interfaces between Vocalink and Ingenico, with proactive monitoring back to Fujitsu Services;

d) enhanced capacity to support the bespoke and specific LIS5 Vocalink interface for the non-standard banking transaction and settlement flows between Fujitsu Services, Ingenico, and Vocalink; and

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e) annual compliance and maintenance of the LIS5 interface specification.

3.3 Service Availability

The PBS Transaction service elements of the Payment and Banking Service shall be available twenty-four (24) hours per day, every day of the year to support and enable Post Office Branches in making EMV Payment Transactions and PBS Banking Transactions at any time; subject to any agreed unavailability due to scheduled changes as described in paragraph 3.2.5 of this Service Description and within the availability Service Level Targets as documented in paragraph 3.4 of this Service Description.

For recording and responding to P3 Incidents and Service Requests the hours of operation are Monday - Friday (excluding Bank Holidays) 8am - 8pm, Saturday - 8am - 5pm, Sunday - No cover, Bank Holidays (excluding Christmas Day) 8am - 2pm. The Payment and Banking Service will record and respond to P1 & P2 Incidents at all times.

All other service elements of the Payment and Banking Service will be provided between 09:00 and 17:30, Monday to Friday excluding Bank Holidays.

3.4 Service Level Targets and Remedies

All Service Levels and Key Performance Indicators will be measured over a calendar month.

The Service Level Targets in the remainder of this paragraph which relate to an Incident shall be measured from the point at which that Incident is received by Ingenico. Fujitsu Services shall route Incidents or other Payment and Banking Service needs to Ingenico promptly and efficiently for Payment and Banking Service (having regard to the severity of the Incident and relevant response and resolution times) but in any event no later than fifteen (15) minutes after assessing that Ingenico are the appropriate party for resolution), within the usual working practices of the other HNG-X Services.

3.4.1 Transaction Performance of the Ingenico Central Platform

The performance of the Ingenico Central Platform shall be calculated by measuring the transaction processing time for EMV Payment and PBS Banking Transactions. This shall be measured as follows:

- For EMV Payment Transactions. This shall be measured as transit time from receipt at the perimeter of the network ingress point of the Ingenico Central Platform to despatch of authorisation response to the PIN Pad from the network egress point of the Ingenico Central Platform, minus any time taken from the Acquirer(s) to provide a response back to the Ingenico Central Platform. This shall be measured as the average EMV Payment Transaction processing time over a calendar month.
- For PBS Banking Transactions. This shall be measured as transit time from receipt at the perimeter of the network ingress point of the Ingenico Central Platform to despatch of authorisation response to the PIN Pad from the network egress point of the Ingenico Central Platform, minus anytime taken from Vocalink to provide a response back to the Ingenico Central Platform. This shall be measured as the average PBS Banking Transaction processing time over a calendar month.

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Fujitsu Services shall process EMV Payment Transactions and PBS Banking Transactions on the Ingenico Central Platform within the following timeframes:

Description	Measure
Average of all EMV Payment Transactions processed over a calendar month	**=< 2.0 seconds**
Average of all PBS Banking Transactions processed over a calendar month	**=< 2.0 seconds**

The transaction processing time Service Level Target for PBS Banking Transactions is an SLT that Fujitsu Services are committed to achieving. However, this cannot be finalised until development, testing and piloting of the Payment and Banking Solution in a Live Production environment is completed. It is therefore agreed, that this Service Level Target shall be reviewed and agreed as part of progressing beyond Payment and Banking Service Trigger Point PBS6.

Table 1 in paragraph 3.4.10 of this Service Description adds further detail to the above Service Level Target, in which:

- SLA-EMV1.1 relates to the processing of EMV Payment Transactions against this transaction processing time SLT.
- SLA-BANK1.2 relates to the processing of PBS Banking Transactions against this transaction processing time SLT.
- Both SLA-EMV1.1 and SLA-BANK1.2 will be reported over a calendar month, however only SLA-BANK1.2 will be subject to liquidated damages.

3.4.1.1 Exclusions

The following events are excluded from measuring the performance of the Ingenico Central Platform:

a) any failures of applications which are not maintained or provided by Fujitsu Services or its Subcontractors that impact the Payment and Banking Solution receiving a correctly formatted request to process a PBS Banking or EMV Payment Transaction;

b) any failures of integration with third party components resulting from changes that are not covered by an approved Operational Change Proposal or CWO; and

c) any network connectivity issue resulting from any failure or degradation of service, including the inability of PIN Pads to connect to the Ingenico Central Platform, other than where such connectivity failure results from an act, omission or breach by Fujitsu Services;

3.4.2 Availability of the Ingenico Central Platform

The Ingenico Central Platform will be available, to support and enable Post Office Branches in making EMV Payment Transactions and PBS Banking Transactions (subject to any agreed

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unavailability due to scheduled changes as described in paragraph 3.2.5 of this Service Description) for at least the availability of the Service Level Target below.

The Service Level Target for availability of the Ingenico Central Platform within the PBS Core Availability hours measured over a calendar month is as follows:

Description	Measure
Availability of the INGENCIO Central Platform over a calendar month	**99.95% Availability**

The availability will be recorded and monitored using Ingenico's Incident management systems (Incident ticket and monitoring tools).

The availability target is applicable to the Ingenico Central Platform that supports both EMV Payment and PBS Banking Transactions.

3.4.2.1 Calculating Availability for EMV Payment Transactions and PBS Banking Transactions

An unsuccessful EMV Payment Transaction or PBS Banking Transaction is a PBS Transaction for which the Ingenico Central Platform does not, receive the authorisation or decline (as applicable) due to an Ingenico system issue.

The current configuration of the Payment and Banking Solution does not enable offline mode or degraded mode for EMV Payment Transactions. Hence, the availability rate described below is a combined measure for EMV Payment and PBS Banking Transactions. Should Post Office request to enable these features in the future for EMV Payment Transactions using the Change Control Procedure, then these availability rate calculations will be modified to bring this into effect.

The availability rate of the Ingenico Central Platform for successful EMV Payment and PBS Banking Transactions, against all PBS Transactions (excluding Exclusions, as described in paragraph 3.4.2.2 below), shall be calculated as;

$$A = \frac{TSH - TUDT}{TSH} \; x \; 100$$

Where;

A = % of Availability over a calendar month

TSH = Total Service Hours (total time within Core Availability Hours in the calendar month - Exclusions)

TUDT = Total unscheduled downtime (i.e. duration of all Incidents in period) (hours)

Table 1 in paragraph 3.4.10 of this Service Description adds further detail to the above Service Level Target, detailing it as; SLA2.1, SLA2.2, SLA2.3 and SLA2.4 for availability for EMV Payment Transactions; and SLA2.5, SLA2.6, SLA2.7 and SLA2.8 for PBS Banking Transactions.

The following examples are based on a 229h per calendar month period, using June 2020 as an example reporting period.

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Example 1:

A total of 1-hour Incident duration in a calendar month.

Total Service Hours: 229

Incident Duration: 1 Hour

Service Availability: (229 - 1)/229 = 99.56% availability; (SLA2.3 breached)

Example 2:

A total of 5 minutes Incident duration in a calendar month.

Total Service Hours: 229

Incident Duration: 5 minutes (0.083 hours)

Service Availability: (229 - 0.083))/229 = 99.96% availability (no applicable SLA breached)

3.4.2.2 Exclusions

The following events are excluded from measuring the availability of the Ingenico Central Platform:

a) scheduled downtime, which shall refer to any unavailability due to scheduled changes made in accordance with the process as described in paragraph 3.2.5 of this Service Description;

b) any failures of applications (other than the Ingenico Central Platform) used by Post Office which are not maintained or provided by Ingenico and which cause the unavailability of the Ingenico Central Platform;

c) any failures of integration with third party components resulting from changes made by Post Office outside the Change Control Procedure and which cause the unavailability of the Ingenico Central Platform; and

d) any network connectivity issue resulting from Vocalink or Post Office connectivity supplier failure, including the inability of PIN Pads to connect to the Ingenico Central Platform, other than where such connectivity failure results from an act, omission or breach by Fujitsu Services.

3.4.3 Settlement File Generation and Transmitting

Fujitsu Services (acting via Ingenico) shall submit all settlement files of EMV Payment Transactions to the Acquirer by the Acquirer cut off times specified in the CCD entitled "Axis Managed Payment Service Solution - Solution Design" (DES/APP/MAN/3760). The cut-off point for processing EMV Payment Transactions for daily settlement data generation will be 23:00, and will submit the Settlement file to GlobalPayments by 04:00 the next day. Any change to this time or to the Acquirer will be addressed using the Change Control Procedure.

Ingenico shall submit the settlement files to each Acquirer by such time which allows them to re-attempt the submission if the first attempt fails. If both attempts fail Fujitsu Services will notify Post Office of the failure in writing.

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Fujitsu Service will notify Post Office on the same Working Day if confirmation of receipt of the settlement files by individual Acquirers (where Acquirers commit to return confirmations) is not received by 08.00hrs.

More detail of this Service Level is set out as SLA3.1 in Table 1 in paragraph 3.4.10 of this Service Description.

3.4.4 Online data access

Fujitsu Services shall provide access for Post Office to the Web Portal, allowing it to be able to view and extract data as required, providing access to details of all EMV Payment and PBS Banking Transactions over the prior 15 months, on a rolling basis.

More detail of this Service Level is set out as SLA4.1 in Table 1 in paragraph 3.4.10 of this Service Description.

3.4.5 Incident Priority Definitions, Response and Resolution Times

Priority levels for Incidents raised against the Payment and Banking Service are defined in the table below:

Priority Level definitions	**Measures**
P1 Incident means an Incident in which there is: a) a complete outage of the Payment and Banking Service impacting > 90% of all Post Office Branches, including loss of a major payment type of EMV Payment Transactions or PBS Banking Transactions; or b) the whole or critical part of the Payment and Banking Service is unusable causing major impact, e.g. processing of EMV Payment Transactions or PBS Banking Transactions; or c) an Incident within a production environment that will potentially materially affect Post Office satisfaction with the Payment and Banking Service, brand, profitability, revenue streams if it continues or persists for more than four (4) hours.	Response time – fifteen (15) minutes Update frequency – Hourly Resolution time – two (2) hours for EMV Payment Transactions and PBS Banking Transactions
P2 Incident means an Incident in which there is: a) Not a complete outage of the Payment and Banking Service; or b) Impacting >10% but < 90% of Post Office Branches; or c) some impact on the business where a limited workaround is available; or	Response time – thirty (30) mins Update frequency – Hourly Resolution time – eight (8) hours

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Priority Level definitions	Measures
d) an Incident within a production environment that could impact Post Office satisfaction, brand, profitability, revenue stream or internal processes, but where there is a limited workaround; or e) which has or is likely to have a financial impact of less than £25,000 or damage to the reputation of the business is likely to be low.	
P3 Incident means an Incident in which there is: Other items which may include: Non-urgent issues, Issues with acceptable workaround available, Where Post Office agrees a low priority. a) with little or no impact on the business; or b) for which end users (customers or staff) have a workaround; or c) an Incident within a production environment that has no impact on external or internal processes; or d) which impacts very few or no customers and/or has a low level of inconvenience for the affected customers; or e) which affects very few staff, and/or those staff are still able to do their job using an acceptable workaround; or f) which has or is likely to have no financial impact or damage to the reputation of the business.	Response time – one (1) Working Day Resolution time – five (5) Working Days

Resolution time shall be measured from the time the Incident is logged with Ingenico, but excluding any "Stop The Clock" time when the Incident is passed back to Fujitsu Services, Post Office or any associated third-party.

The Service Level Targets associated with the reporting, response and resolution of Incidents are detailed in Table 1 in paragraph 3.4.10 of this Service Description, detailing them as SLA6.1, SLA6.2, SLA6.3, SLA7.1, SLA7.2 and SLA7.3.

3.4.6 Root Cause Analysis Production

Whenever root cause analyses (RCAs) are produced, in accordance with paragraph 3.2.4 of this Service Description, they will be produced and provided to Post Office within 7 Working Days.

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The Service Level Targets associated with the provision of Root Cause Analysis Reports is detailed in Table 1 in paragraph 3.4.10 of this Service Description, as SLA5.1.

3.4.7 Service Requests

Fujitsu Services shall process service requests within ten (10) Working Days. For the purposes of this Service Description and this Service Level Target the following requests for additional services as requested by Post Office, shall be included;

- Requests for access management changes (e.g. joiners-movers-leavers and password resets) for users of Web Portal;
- Requests for Activations/de-Activations in respect of Operation Business Changes raised via the Operational Business Change (Branch Change) Service; and
- Requests for content remote download campaigns. Note: Provision of this service request is dependent on being given full information for the campaign in the request. The SLT provides for fulfilment of campaign setup until campaign commencement, only, complete performance/operation of the campaign may then take significantly longer than the ten (10) Working Days, according to the design and constraints of the campaign.

Further detail regarding this Service Level is set out in Table 1 in paragraph 3.4.10 of this Service Description, as SLA8.1.

3.4.8 Reporting

Fujitsu Services shall provide reporting on the Payment and Banking Service to be included as part of the Service Review Book to Post Office in accordance with the timescales as specified in the CCD entitled "Management Information Service: Service Description" (SVM/SDM/SD/0016). For Payment and Banking Service this reporting shall include, as a minimum:

a) performance against the Service Level Targets; and

b) a calculation of the liquidated damages and Service Points (if any) which are due to Post Office in accordance with the Service Level Targets; and

c) a summary of all Incidents affecting the Payment and Banking Service which arose during that month; and

d) a summary on the success of all scheduled maintenance that has taken place in the previous month, along with a summary view on all in-flight Change Requests; and

e) where applicable, a report on any service rectification and improvement plans.

3.4.9 Liquidated damages and Service Points

The liquidated damages payable in respect of a failure to meet the Service Level Targets are set out in Table 1 below.

The total amount of liquidated damages in respect of this Payment and Banking Service payable by Fujitsu Services, across all Service Level Targets combined, for any calendar month shall not in any event exceed an amount equivalent to 20% of the per PBS Transaction

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element of the Payment and Banking Service Operational Unit Charge in respect of that calendar month.

In addition to the liquidated damages, Post Office shall accumulate Service Points for each breach of the Service Level Targets by Fujitsu Services in accordance with Table 1 in paragraph 3.4.10 of this Service Description.

Fujitsu Services shall initiate and agree with Post Office a reasonable service rectification and improvement plan in the following circumstances:

a) Post Office accumulates ten (10) or more Service Points in one (1) calendar month;

b) Post Office accumulates fifteen (15) or more Service Points in any three (3) consecutive calendar months; or

c) Post Office accumulates twenty (20) or more Service Points in any six (6) consecutive calendar months; or

d) Availability of the Ingenico Central Platform drops below 99.5% in any one (1) calendar month, where a root cause analysis (RCA) does not already exist for the availability dropping below this level in the same calendar month.

e) Any of the limits to liquidated damages are met, whether the total limit identified in paragraph 3.4.9 of this Service Description or any of the limits to liquidated damages identified against the particular Service Level Targets set out as SLA3.1, SLA4.1 and SLA5.1 in Table 1 in paragraph 3.4.10 of this Service Description.

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3.4.10 Table of Service Level Targets

Table 1

Service Level Ref.	Service	Measurement methodology	Service Level Target	Measurement Period	Liquidated damages	Service Points	Notes
SLA-EMV1.1	**Transaction Processing of the Ingenico Central Platform for EMV Payment Transactions**	Average of EMV Payment Transactions processed in less than or equal to 2.0 seconds over a calendar month Processed having the meaning set out in paragraph 3.4.1 of this Service Description.	2.0s	Monthly	£0	3	
SLA-BANK1.2	**Transaction Processing of the Ingenico Central Platform for PBS Banking Transactions**	Average of PBS Banking Transactions processed in less than or equal to 2.0 seconds over a calendar month. Processed having the meaning set out in paragraph 3.4.1 of this Service Description.	2.0s	Monthly	10% of the total value of the PBS Banking Transaction processing Operational Unit Charge as invoiced by Fujitsu Services in that particular calendar month	5	As stated in paragraph 3.4.1 this is a "target" for Fujitsu Services to commit to, but will be confirmed post Pilot of the Banking Solution.

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SLA2.1	**INGENCIO Central Platform Availability Band 1 for EMV Payment Transactions**	Availability as calculated in accordance with paragraph 3.4.2 of this Service Description.	≤ 99.94% ≥ 99.85%	Monthly	5% of the total value of the EMV Payment Transaction processing Operational Unit Charge as invoiced by Fujitsu Services in that particular calendar month.	1
SLA2.2	**INGENCIO Central Platform Availability Band 2 for EMV Payment Transactions**	Availability as calculated in accordance with paragraph 3.4.2 of this Service Description.	< 99.85% ≥ 99.65%	Monthly	10% of the total value of the EMV Payment Transaction processing Operational Unit Charge as invoiced by Fujitsu Services in that particular calendar month	2
SLA2.3	**INGENCIO Central Platform Availability Band 3 for EMV Payment Transactions**	Availability as calculated in accordance with paragraph 3.4.2 of this Service Description.	< 99.65% ≥ 99.5%	Monthly	15% of the total value of the EMV Payment Transaction processing Operational Unit Charge as invoiced by Fujitsu Services	3

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					in that particular calendar month	
SLA2.4	**INGENCIO Central Platform Availability Band 4 for EMV Payment Transactions**	Availability as calculated in accordance with paragraph 3.4.2 of this Service Description.	< 99.5%	Monthly	20% of the total value of the EMV Payment Transaction processing Operational Unit Charge invoiced by Fujitsu Services in that particular calendar month	10
SLA2.5	**INGENCIO Central Platform Availability Band 1 for PBS Banking Transactions**	Availability as calculated in accordance with paragraph 3.4.2 of this Service Description.	≤ 99.94% ≥ 99.85%	Monthly	5% of the total value of the PBS Banking Transaction processing Operational Unit Charge as invoiced by Fujitsu Services in that particular calendar month.	1
SLA2.6	**INGENCIO Central Platform Availability Band 2 for PBS Banking Transactions**	Availability as calculated in accordance with paragraph 3.4.2 of this Service Description.	< 99.85% ≥ 99.65%	Monthly	10% of the total value of the PBS Banking Transaction processing Operational Unit Charge as invoiced by Fujitsu Services	2

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					in that particular calendar month		
SLA2.7	**INGENCIO Central Platform Availability Band 3 for PBS Banking Transactions**	Availability as calculated in accordance with paragraph 3.4.2 of this Service Description.	< 99.65% ≥ 99.5%	Monthly	15% of the total value of the PBS Banking Transaction processing Operational Unit Charge as invoiced by Fujitsu Services in that particular calendar month	3	
SLA2.8	**INGENCIO Central Platform Availability Band 4 for PBS Banking Transactions**	Availability as calculated in accordance with paragraph 3.4.2 of this Service Description.	< 99.5%	Monthly	20% of the total value of all the PBS Banking Transaction processing Operational Unit Charge invoiced by Fujitsu Services in that particular calendar month	10	
SLA3.1	**Generating and transmitting settlement file**	Transactions are to be transmitted each day in a settlement file to Post Office's chosen Acquirer(s) and in line with the Payment and Banking Service defined in the CCD entitled "Axis	100%	Daily	For a failure, in a calendar month = £1000 for the first failure and £1000 for each failure, up to 3 failures maximum.	2	Total liquidated damages in respect of this Service Level Target to be limited to £3000 in any particular calendar month.

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		Managed Payment Service Solution - Solution Design" (DES/APP/MAN/3760).					
SLA4.1	**Online data access**	To provide access for Post Office to the Web Portal and for Post Office to be able to extract data as required.	No instances of complete outage of the Web Portal	Daily	Each full Working Day the Web Portal is unavailable, and an Incident ticket has been raised with Fujitsu Services by Post Office = £1000	1	Total liquidated damages in respect of this Service Level Target to be limited in any consecutive 3-month period to £3000
SLA5.1	**Delivery of P1 RCA Report within 7Working Days of notification of Incident**	Fujitsu Services is to provide a P1 Incident RCA (Root Cause Analysis) report to Post Office.	100%	Per occurrence	Each time a P1 report is not submitted on time = £1000	1	Total liquidated damages in respect of this Service Level Target to be limited in any consecutive 3-month period to £3000
SLA6.1	**P1 Incident Response**	Priority level 1 Incident responded to within 15 minutes of Fujitsu Services notifying the Incident to the Ingenico help desk or Ingenico identifying the Incident,	100%	Per Occurrence	£0	2	Measurement of the time between identification and notification to the Fujitsu Services teams (or identification and notification by

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		and reporting the incident to Fujitsu Services.					Fujitsu Services to Ingenico).
SLA6.2	**P2 Incident Response**	Priority level 2 Incident responded to within 30 minutes of Fujitsu Services notifying the Incident to the Ingenico help desk or Ingenico identifying the Incident, and reporting the incident to Fujitsu Services.	100%	Per Occurrence	£0	1	Measurement of the time between identification and notification to the Fujitsu Services teams.
SLA6.3	**P3 Response**	Priority level 3 Incident notified within 1 Working Day of Fujitsu Services notifying the Incident to the Ingenico help desk or Ingenico identifying the Incident, and reporting the incident to Fujitsu Services.	100%	Per Occurrence	£0	1	Measurement of the time between identification and notification to the Fujitsu Service teams.
SLA7.1	**P1 Incident Resolution** Resolution of the incident means resolving the incident in order to allow PBS Transactions to be	Priority level Incident Resolved within 2 hours of the Incident being logged at the Ingenico help desk.	100%	Per Occurrence	£0	2	Measurement of the time between reporting of the incident and resolution.

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	completed and could include the implementation of a temporary work around which enables PBS Transactions to be completed.						
SLA7.2	**P2 Incident Resolution** Resolution of the Incident means resolving the Incident in order to allow PBS Transactions to be completed and could include the implementation of a temporary work around which enables PBS Transactions to be completed.	Priority level 2 Incident resolved within 8 hours of the Incident being logged at the Ingenico help desk.	100%	Per Occurrence	£0	1	Measurement of the time between reporting of the incident and resolution.
SLA7.3	**P3 Incident Resolution** Resolution of the Incident means resolving the Incident in order to allow PBS Transactions to be	Priority level 3 Incident resolved within 5 Working Days, from when incident is logged at the Ingenico help desk.	100%	Per Occurrence	£0	1	Measurement of the time between reporting of the incident and resolution.

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		completed and could include the implementation of a temporary work around which enables PBS Transactions to be completed.					
SLA8.1	**Service Requests**	Percentage of service requests (as defined in paragraph 3.4.7 of this Service Description) completed against the target time of 10 Working Days.	>= 98%	Monthly	£0	1	Service Requests of the types identified in paragraph 3.4.7 of this Service Description are to be fulfilled to this Service Level Target.

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3.5 Service Limits and Volumetrics

Limits on the maximum amounts of liquidated damages payable and the volumes of Activations which are provided in the Charges of the Payment and Banking Service are described in the previous paragraphs of this Service Description.

3.6 Reference to Associated Charges within Schedule D1

3.6.1 Operational Fixed Charge

The Payment and Banking Service Operational Fixed Charge is £115,167.00 per calendar month.

3.6.2 Operational Unit Charge

The Payment and Banking Service Operational Unit Charge is calculated as the sum of;

(a) £0.00536 per PBS Transaction performed using the Payment and Banking Service, to be aggregated each calendar month

(b) £42.11 per Activation into the Payment and Banking Service, to be aggregated each calendar month. These Charges to be calculated in accordance with the minimum numbers of qualifying Activations and provisions of free Activations, within the different time periods of the Payment and Banking Service, as specified in paragraph 2.19 of Schedule D1 Charges.

3.7 Dependencies and Interfaces to the Operational Services

3.7.1 In order to minimise Charges when adding this Payment and Banking Service to the Operational Services the Payment and Banking Service provides operational support, re-using many of the resource teams already used to provide a number of other Operational Services. The Payment and Banking Service Operational Charges described in paragraph 3.6 have been identified as those that are incremental to the Operational Charges made in respect of those other Operational Services. Any changes to the scope of the following Operational Services may therefore result in necessary changes to the scope and Operational Charges to the Payment and Banking Service;

(a) P2PE Asset Management Service

(b) Service Management Service;

(c) Security Management Service;

(d) Systems Management Service;

(e) Operational Business Change (Branch Change) Service;

(f) Reference Data Management Service; or

(g) Management Information Service.

3.8 Post Office Dependencies and Responsibilities

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3.8.1 In addition to any responsibilities laid out in this Service Description, Post Office responsibilities are as set out in Schedule A5 of the Agreement.

3.8.2 Post Office shall not unreasonably withhold or delay its approval of Operational Change Proposals, submitted via the operational change control process, necessary for maintenance and support. Any delay in such approval could impact the provision of the Payment and Banking Service.

3.9 Business Continuity

3.9.1 Ingenico's IT Service Desk is split across two (2) sites (UK/Australia) operating a follow-the-sun support model, providing staff cover and business continuity twenty-four (24) hours per day, every day of the year.

3.9.2 Ingenico's Multi-channel Support is split across two (2) sites (France/Australia), operating a follow-the-sun support model, providing staff cover and business continuity twenty-four (24) hours per day, every day of the year.

3.9.3 Fujitsu Services shall assess its Business Continuity Plans for the Payment and Banking Service, in accordance with paragraph 1.11 of Schedule B2 Business Continuity.

3.10 The Documentation Set Supporting the Service

Document Ref	**Document Title**
CS/IFS/008	Interface Agreement for the Problem Management Interface
SVM/SDM/PRO/0001	POA Major Incident Process
SVM/SDM/PRO/0018	POA Operations Incident Management Process
SVM/SDM/SD/0007	Service Management Service, Service Description
SVM/SDM/SD/0014	Operational Business Change (Branch Change) Service: Service Description
SVM/SDM/SD/0016	Management Information Service: Service Description
SVM/SDM/SD/0017	Security Management Service: Service Description
SVM/SDM/SD/3756	P2Pe Asset Management Service: Service Description

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Appendix 1 to Schedule I6

Migration Plan

Migration Plan

This Appendix details the planning and scoping principles that will form the following phases:

- Payment and Banking Pilot (covering Payment and Banking (as defined in Schedule I6)); and
- Migration schedule for the Payment and Banking Services

For each phase the roles and responsibilities of each of the Parties will be specified in this Appendix. This Appendix will not specify the detailed plan for each phase, this will be agreed as part of the project delivery. Should there be a change to the scope and/or assumptions and/or roles and responsibilities set out in this Appendix, this may be subject to Change Control.

Payment and Banking Pilot

4.1.1 Scope and Planning Assumptions and Responsibilities

The scope of the Payment and Banking Pilot will involve deploying the Payment and Banking Services (as defined in Schedule I6) into the Ingenico production environments ready to support live operation of the Payment and Banking Solution to a limited set of Post Office Branches.

- Fujitsu Services will ensure that the payment processing platforms are ready to support the deployment of the Payment and Banking Solution up to a two hundred (200) counters in fifty (50) Branches.
- Post Office shall provide a list of the Branches to be used for running the Payment and Banking Pilot no less than six (6) weeks prior to the commencement of the Payment and Banking Pilot.
- The Payment and Banking Pilot will be limited to a period of two (2) weeks from Payment and Banking Pilot go-live.
- At the end of the two (2) week period of the Payment and Banking Pilot the Parties shall mutually agree based on the Go/ No-go Criteria as detailed below and such other criteria that the Parties agree (such agreement not to be unreasonably withheld) achievement of Payment and Banking Service Trigger Point PBS4. In the absence of such agreement, the Parties shall refer to the Dispute Resolution Procedure for resolution.

For the purpose of this paragraph 4.1.1, the "**Go/No-go Criteria**" shall consist of the following:

- Fujitsu Services confirming that it is able to perform reconciliation
- Post Office confirming that the solution has no significant impact on any other relevant Post Office systems
- There are not any outstanding P1 or P2 incidents that require route cause analysis and / or rectification prior to roll-out commencing
- Confirmation from Ingenico that it is able to deliver to the Service Levels Targets, and specifically the Transaction Time Service Level.

4.2 Migration Schedule

4.2.1 Scope and Planning Assumptions and Responsibilities

The scope of the migration will involve deploying the Payment and Banking Services (as defined in Schedule I6) and signed-off by the Payment and Banking into the Post Office Branch estate. The migration assumes:

- The migration will operate for a maximum period of six (6) weeks (unless otherwise agreed between the Parties), to commence one (1) week after acceptance of the Payment and Banking Pilot sign-off where acceptance has occurred in accordance with paragraph 4.1.1 above. Should issues be found during the

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Payment and Banking Pilot that would require re-provisioning of the full estate, then revised rollout plans would need to be agreed between the Parties

- No more than the greater of: (a) two thousand five hundred (2,500) Branches; and (b) six thousand (6,000) Counter Positions, will be migrated in any one (1) week during the roll-out and limited to five hundred (500) Branches / one thousand two hundred (1200) Counters in any one (1) day, subject to there being no issues found during the Payment and Banking Pilot that would require the estate to require re-provisioning.
- Post Office shall provide to Fujitsu Services no less than six (6) weeks prior to commencement of the Payment and Banking Pilot the branch details of the full Post Office Counter estate to allow Fujitsu Services to setup (provision) the data on the Payment and Banking Service Platform and shall notify Fujitsu Services within such six (6) week period of any changes to such branch details. Fujitsu Services will notify Post Office to the extent that any such changes cannot be supported in the roll out plan and the Parties.
- Fujitsu Services shall setup the Post Office branch estate onto the Payment and Banking Service platform to support the migration of the Payment and Banking Services
- Fujitsu Services will provide support to Post Office (and any third-parties) in the day to day migration of the Payment and Banking Services, including triage of any problems incurred during the migration of the Payment and Banking Services
- Fujitsu Services will resolve any defects in accordance with the Service Level Targets or failure to achieve a Service Level Target, related to the setup of the Payment and Banking Services with the Payment and Banking platform
- Fujitsu Services will not be responsible for any planning, prioritisation or coordination of the migration schedule, but Post Office shall ensure that Fujitsu Services is provided and agrees the migration schedule or any changes thereto.
- Fujitsu Services will deliver the Hypercare Services during the migration period, and thereafter
- Early Life Support will be applicable during the migration period.

Early Life Support

From Early Life Support, the Payment and Banking Services shall include the Hypercare Service to ensure that Fujitsu Services can deliver the Payment and Banking Service in line with the Service Level Targets. During Early Life Support, Ingenico may increase the support resources over and above the level required for the Hypercare Service.

As soon as possible, and in any event within eight (8) weeks of the execution of this CCN, the Parties shall agree the criteria for Payment and Banking Service Acceptance.

During Early Life Support, liquidated damages in respect of the Payment and Banking Services shall not accrue until eight (8) weeks after the final Branch is migrated to the Payment and Banking Service.

Post Office will acceptance test the Payment and Banking Services against the agreed criteria for Payment and Banking Service Acceptance no earlier than four (4) weeks after the final Branch is migrated to the Payment and Banking Service. Where the Payment and Banking Services fails to meet the acceptance criteria for Payment and Banking Service Acceptance, Fujitsu shall provide Post Office a written plan to remedy such failure ("**Remediation Plan**") as soon as possible (and in any event within five (5) Business Days of having received notice from Post Office of failing to meet the requirements for Payment and Banking Service Acceptance). The Remediation Plan shall include a timetable of remedial work and provide for the remedial work to be undertaken as soon as possible. Fujitsu Services shall commit such resources as required to implement the Remediation Plan.

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Appendix 2

General Terms and Conditions of Use

These general terms and conditions of use (hereinafter referred to as the "**GCU**") shall apply to Post Office and, in general, to any of its personnel or contractors that use the Payment and Banking Service (each a "**PBS End User**"). Post Office shall, and shall procure that its PBS End Users shall, comply with the terms of this GCU. Post Office shall be responsible for its PBS End User's compliance with the terms of this GCU.

Ingenico reserves the right to make reasonable and proportionate amendments to this GCU at any time following a change to regulations or standards as required for Ingenico to comply with such regulations or standards. Any amendment shall be notified on the Web Merchant Interface or sent by email or by post to Post Office. Post Office shall, as appropriate, notify its PBS End Users of any such amendments made by Ingenico. Use of the Payment and Banking Service by the PBS End Users after notice is sent by Ingenico shall constitute acceptance of any amendments to this GCU.

1. **General compliance with laws and ethical standards during use of the Payment and Banking Service**

Post Office shall not, and shall procure that its PBS End Users shall not, use the Payment and Banking Service shall in a way that: (a) constitutes an infringement of the Intellectual Property Rights of any third party(other than any infringement that is subject to an indemnity given by Fujitsu Services pursuant to Clause 34.1 (*Fujitsu Services Indemnity*)); or (b) breaches any applicable law or statutory provision, order or any regulations in effect, including, but not limited to, applicable laws or statutory provisions in relation to spamming, protection of privacy, the protection of consumers and minors, general public policy rules and rules on defamation..

Post Office shall, and shall procure that its PBS End Users shall, comply with any internet protocols and standards in effect and applicable to its use of the Payment and Banking Service.

2. **Compliance with rules on registration and security on the Web Merchant Interface**

Post Office and its PBS End Users may use the consultation service for the Web Merchant Interface provided that any relevant PBS End Users has registered for such service with Ingenico and chosen a username ("**Username**") and password.

Post Office shall procure that, when obtaining a Username, its PBS End Users provide information that is accurate, complete and up-to-date.

Post Office acknowledges that when obtaining a Username, a PBS End User shall not have the ability to: (a) select or use another person's username as their Username; or (b) use a name or a protected name, which cannot be validly used without obtaining prior permission from the rightful owner, as a Username.

Notwithstanding the above, Post Office shall procure that its PBS End Users do not share Usernames between several users or allow Usernames to be used by any person who is not the user to whom that Username shall exclusively relate.

3. **Security rules for accessing the Ingenico Central Platform**

Post Office shall, and shall procure that its PBS End Users shall, comply with the security rules notified to it in relation to access of the Ingenico Central Platform. This obligation shall mean, without limitation, that they shall not:

(a) access data not intended for the PBS End User concerned or connect to a server or account to which the PBS End User has no access,

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(b) attempt to discover, examine or test the vulnerability of a system or network or ignore the security and authentication measures applicable without being duly authorised by Ingenico;
(c) seek to interfere with, disrupt or alter the correct operation of the Ingenico Central Platform, the server or the network or render them unusable, including but not limited to, if these events are due to saturation of the systems or network, including due to overload or congestion ('flooding'), the mass sending of unwanted emails ('email bombing') or failure ('crash');
(d) falsify any data of a data transfer protocol or any IP address or all or part of the information contained in the header of any email;
(e) take any action to obtain services that they are not authorised to receive;
(f) prevent the authentication of a user or endanger the security of any server, network or account access (according to a process called 'cracking' or 'hacking'), or interfere with the operation of the Ingenico Central Platform, the Solution or the network ('denial of service or service attacks'); or
(g) send any viruses, worms, Trojan horses or other harmful code or attachment.

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SCHEDULE J

Description of Data Processing

Version History

Version No.	Date	Comments
14.0		Added as per CCN1674a

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Description	Details
Subject matter of the processing	***All HNG-X Business Capabilities*** ***Schedule B3.2*** The functionality available at each Counter Position for serving Customers shall comprise one or more Business Capabilities in paragraph 2 of Schedule B3.2. The provision of each Business Capability is dependent on one or more of the Support Facilities described in paragraph 3 of Schedule B3.2. **Subject Matter** Fujitsu may process Personal Data under the Existing Agreement for the purposes set out in the Existing Agreement (if any), and otherwise in the furtherance of the arrangements between the parties, in each case in connection with the provision of IT related services.
Duration of the processing	*Commercial data is transitory in HNG-X, except that it is held in Audit (for at least seven years) and for support purposes in other systems (for up to 365 days).* *See details under* **The return and destruction of the data** below**.** For as long as is necessary for Fujitsu to comply with its obligations under the Existing Agreement (if any) and for the furtherance of the arrangements between the parties, and as otherwise permitted by this Agreement and the Existing Agreement. The retention of specific types of personal data and Special Category personal data will be determined by the Post Office Data Retention Policy. Data Retention rules applicable to specific data may be reflected in Interface Specifications.
Nature and purposes of the processing	*[Detail specific to the Business Capability – derived from and always superseded by the latest version of Schedule B3.2]*

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Description	Details
	Nature Fujitsu will process data in the following ways: 1. Data processed by Fujitsu without transformation, logging or archiving, or without transformation but with logging and/or archiving. The majority of the transaction types that run in HNG-X/HNG-A utilise "AP-ADC scripts", implemented and maintained by Post Office or its agents outside the change control processes operated by Fujitsu. *Fujitsu relies on the PO to provide knowledge of the data captured by any AP-ADC script and may not understand the nature or purposes of processing such transactions on behalf of Post Office and third-party consumers of the data with whom Post Office Limited has a commercial arrangement.* AP-ADC scripts may use Fujitsu Horizon frameworks and components to collect, validate and exchange data with third parties without Fujitsu being aware of the nature of the data collected, transmitted or stored within archives. 2. Data is processed and optionally archived in Data Centre Services via various Business Capabilities. Processing activities such as storage, retrieval, analysis, data collection, transformation and data transfer may all be undertaken by Fujitsu as follows: ***(Near) Real-Time Data processing*** • Passed in Real-time or Near Real Time (periodically) TO a third party consumer of the data (e.g. to Royal Mail via Track and Trace data file) • Received in Real-time or Near Real Time (periodically) FROM a third party provider of the data (e.g. from National Express / DVLA) ~~***EPOSS Settlement Data processing***~~:

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Description	Details
	~~At the time of basket settlement at the Post Office Counter, transaction data is:~~ ~~• Recorded in Counter and/or BAL logs.~~ ~~• Stored in the Branch Database.~~ ~~• Stored in Audit.~~ ***Batch Processing:*** • Passed overnight to POL Credence, Core Finance System and Post Office Ltd cash planning and management systems. • Passed monthly to Success Factors ***EPOSS Settlement Data*** At the time of basket settlement at the Post Office Counter, transaction data is: • Recorded in Counter and/or BAL logs. • Stored in the Branch Database. • Passed overnight to POL Credence and Core Finance Services. • Passed in Real-time or Near Real Time (periodically) to a third party consumer of the data (e.g. to Royal Mail via Track and Trace data file) • Stored in Audit. *Common Interface Specifications:* **REQ/APP/AIS/2070**-Branch Full to Credence AIS **REQ/APP/AIS/3362**-Horizon to CFS Financial System AIS **REQ/APP/AIS/3383**-Horizon to CFS Reconciliation AIS **EA/IFS/006**- Horizon to Credence AIS **Purpose** The purpose of the processing aligns to functionality presented by the Horizon (HNG-X / HNG-A) system at each Post Office Counter Position for serving Post Office customers. Horizon comprises one or more Business Capabilities as outlined in paragraph 2 of Schedule B3.2 of the HNG-X contract. Provision

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Description	Details
	of each Business Capability is dependent on one or more of the Support Facilities described in paragraph 3 of Schedule B3.2.
Type of Personal Data	***The Post Office Limited has not informed Fujitsu of all of the data captured, transmitted and recorded in the Fujitsu systems that Post Office Limited believes to Personal Data under GDPR.*** The type of personal data processed varies across the supported Business Capabilities and transaction types within those Capabilities. As Data Processor, Fujitsu is involved in collecting data, or processing data, according to Post Office requirements, this includes meeting specific system interface specifications determined by third party consumers of that data (with whom Post Office maintains a contractual relationship, but Fujitsu do not). Fujitsu therefore relies on Post Office to establish and maintain Fujitsu's understanding and awareness of ALL Personal Data and Special Category Personal Data which Post Office requires to be collected, processed or audited. *Fujitsu relies on Post Office Limited to maintain an awareness/knowledge of the data captured by any* ***AP-ADC script****, as this is defined by the script author (Post Office Limited or their agent) and typically to meet an interface of a third-party consumer of the data with whom Post Office Limited has a commercial arrangement.* *In the absence of such a definition, Data items can* ***only*** *be definitively specified by Fujitsu as being captured for Non-APADC transactions where the capture of data is defined within Post Office Use Cases (such as PS-12 Postal Services), or in well-defined data mapping specifications (Generic and Interstage Web Services). Where that is true* ***references will be made to the HNG-X project repository version of the relevant interface specifications which HNG-X implements***

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Description	Details
	These transactions include: • ETOPUP • Generic and Interstage Web Services (e.g. DVLA) • Bureau de Change • Debit Card Payments • Postal Services Use Cases • Banking **Based on Schedule B3.2 Para 3.9.5**: All data captured at the Data Centre either as part of a Transaction performed at a Counter Position or as an administration function shall form part of a unique Transaction which shall have a unique reference number. The format of this Transaction shall vary according to the Transaction type but will typically contain: • Branch Code • Counter Position ID; • unique Transaction ID; • date; • time; • User ID • Cost • Quantity • Basket Session Id • Product Id • Transaction Mode • Transaction details specific to the transaction
Categories of Data Subject	Personal data and Special Category Personal Data related to the following categories of data subject will be processed as part of the supported business capabilities: • Post Office Customers • Post Office Employees and Agents • Other Individuals On the counter, the clerk enters data. The clerk requests the data from the customer in-branch. On external systems such as Self Service Kiosk/Paystation, the customer in-branch

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Description	Details
	enters the data as requested by the system, and related data will enter the HNG-X system.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	Gathered transaction data is: • Logs are held on the Counter for 180 days. • Logs are held on the HBS server for 30 days and the logs are held in the support repository for 3 months. • Logs are held on the BAL servers for 8 days and in the support repository for 3 months. • Retained in Branch (Transaction) Database (BRDB) for a typical period of 4 days: [DES/APP/HLD/0020 Section 21.2] *Note – not a CCD For Example: BRDB_RX_APS_TRANSACTIONS (APADC) (4 days) BRDB_RX_NRT_TRANSACTIONS (4 days plus APADC Txn defined addition) BRDB_RX_EPOSS_TRANSACTIONS (4 days) • Retained in Branch Support System Database (BRSS) for 62 days A subset of information (e.g. Cost, Quantity, Product Id etc) is held in BRSS for 365 days* BRDB_RX_REP_SESSON_DATA • * CP2173/(PVCS 6730) - CT2620 - Rel Ind - APPROVED - Data retention increase in BRSS from 6 months to 12 months • R18.73 applied to LST 23 October 2018 and to Production 8 Nov 2018 • Data within the commercial Audit trail is retained for at least seven years*. ***Note As of May 2014 (CP1261) POL suspended the purging of data from Audit, to support litigation services***

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Description	Details
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	**POL – Data Controller or Processor** **POL – Data Controller and Processor (within the AP-ADC transaction)** **Fujitsu – Data Processor or Sub-processor** **Fujitsu are responsible** for the technology that captures or facilitates the capture of transaction data and passes it through to POL Credence and designated third-parties (e.g. Royal Mail) to meet a defined version of an Application Interface or Interface Specification. **Fujitsu are responsible** for the security and storage of data in transit and at rest whilst within the HNG-X system. Fujitsu do not currently sub-contract any of the data processing. **For all transactions Post Office Limited are responsible** for defining what personal data and special category personal data must be captured by the HNG-X system and what data is exchanged with POL or third party clients to meet a defined version of an Application Interface or Interface Specification. **Additionally, for any AP-ADC transaction, POL are responsible** for any data transmitted via any online interactions performed by the AP-ADC script. Post Office will ensure that change requests related to Horizon (HNG-X / HNG-A) hosting or functionality include an indication of whether and how processing of personal data and Special Category personal data is affected by the proposed change.
Name of 3rd party with access to data / knowledge about data	There may well be interface specifications between POL and the recipient client that defines the content of this XML, but Fujitsu do not maintain such documents
Personal Data Hosting and Processing locations	Personal Data is hosted only in the UK. The HNG-X data stores reside in Fujitsu Data centres in Belfast, Northern Ireland (IRE11 / IRE19).

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Description	Details
	Personal Data is only accessed from within the EEA.

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Description	Details
Subject matter of the processing	In/Out Automated Payment and Additional Data Capture transactions Schedule B3.2 Section 2.3 - In/Out Payment Business Capability The In/Out Payment Business Capability enables Post Office to provide a range of payment services to Customers comprising in-payment (e.g. bill payment) and out-payment (e.g. postal order redemption). Section 2.1.3 - Additional Data Capture 'AP-ADC' transactions The HNG-X/HNG-A 'AP-ADC' framework supports a range of data selection, capture and validation facilities which are controlled and constrained by Post Office Reference Data
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	**Nature of the processing:** **Schedule B3.2 - Section 2.3** **2.3.1** The In/Out Payment Business Capability enables Post Office to provide a range of payment services to Customers comprising in-payment (e.g. bill payment) and out-payment (e.g. postal order redemption). **2.3.2** The In/Out Payment Business Capability may be invoked through the use of Tokens or other mechanisms and may involve the use of a range of data capture, data validation and Transaction validation facilities. **2.3.3** The In/Out Payment Business Capability supports the following range of Tokens: • magnetic stripe cards • barcoded documents **2.3.4** The Clients and Tokens supported by the In/Out Payment Business Capability are set out in the CCD entitled "Automated Payments System Client List" (BP/DOC/008). Specific payment services and the Transactions which support them conform to the relevant Application

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Description	Details
	Interface Specification, the CCD entitled "POCL Automated Payments Generic Rules" (BP/DOC/014) and appropriate Token Technology Specification(s). **2.3.5** The In/Out Payment Business Capability supports the use of HNG-X User Interface components which may be specified via Post Office Reference Data as being equivalent to a manually entered barcode token **2.3.6** The In/Out Payment Business Capability may utilise data, typically comprising tariff data, received from Clients. **2.3.7** The In/Out Payment Business Capability may access the PAF Support Facility, APOP Business Capability and such other specific external applications as the Parties may agree under the Change Control Procedure. **2.3.8** Transactions undertaken using the In/Out Payment Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability. **2.3.9** Transactions undertaken using the In/Out Payment Business Capability and taking place within the same POL Core Day as the original Transaction and committed using the Payment Management Business Capability may subsequently be Reversed in a new Customer Session, subject to such action being allowed within Reference Data. This shall have the effect of Reversing the accounting effect of the Transaction. Where a Transaction has been Reversed then no data relating to the original Transaction or the Reversing Transaction shall be sent to the relevant Client subject to the relevant Application Interface Specification. It will not be possible to start a Reversal Transaction during the period of three minutes before the end of the POL Core Day. **2.3.10** Data captured as a result of an In/Out Payment Transaction shall be transferred to Client systems and Post Office systems in accordance with the relevant Application Interface Specification and shall be carried out using the File Management Support Facility.

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Description	Details
	For all APADC scripted Transactions the following statements and specifications apply: There may well by interface specifications between POL and the sending or receiving 3rd party that defines the content of expected data messages and/or files but Fujitsu do not maintain such documents. APS Type G Interface Specification-AP/IFS/056 APS Type T Interface Specification-AP/IFS/059 APS Type BT Interface Specification-AP/IFS/060 APS Type X Interface Specification- AP/IFS/061 APS Type XO Interface Specification-AP/IFS/062 APS Type XU Interface Specification - DES/APP/AIS/1428 The Type X, XO & XU contain a package of XML that is defined by AP-ADC Reference data supplied by Atos. POL expressed purpose of the processing: To capture APS transactions at a Post Office counter for delivery of transaction data to Post Office Limited Clients To capture APS transactions at a Post Office counter for delivery of Client Transmission Summary to Post Office Limited (CTS Report) Generic Look-up - To send data and request data to/from Post Office Limited clients in 'real' time during a customer session
Type of Personal Data	See : **Fujitsu Common Statement** **POL expression of 'Personal Data' sample only, not an exclusive list** • PAN • Customer Sort Code • Customer Account Number • Access Ind. • Sequence No. • Accounting Data (transaction amount, transaction dates etc.) • Order number • Agent Code • User/Staff ID

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Description	Details
	• Invoice-number • Transaction Reference • Receipt Reference • Post Office Code or FAD Additional Data – means the data that may be captured at the point of transaction and stored in non-defined fields of which Fujitsu relies on Post Office to advise of the content of such data, whether or not such data is required or requested to be captured at counter, and which is subject to the provision of below. Fujitsu will process Personal Data in accordance with the Schedule A4, ARC/SEC/ARC/003 and ARC/SEC/ARC/001. The Parties agree that Fujitsu is processing Personal Data solely on the instructions of POL • Coach cards (A pre-paid card allowing customers to benefit from discounts when booking a National Express coach. Each coach card has a unique 8 or 9 alphanumeric code) **CTS (Clients Transaction Summaries) Detail Record** • Client's Name (The AP Client Account name) • Settlement Client Name (The name of the client with which settlement is made) **WEB SERVICE CLIENT CONNECTION SERVICE – not an exclusive list** • Alternate Contact Number • Mobile Number • Primary Email • Secondary Email • Delivery Address • Appointment Special Arrangement Notes • Contact/Passengers Name • Contact Telephone Number • Bank Account • Account Holder Name • Account Number • Sort Code • Marketing Preference
Categories of Data Subject	See : **Fujitsu Common Statement**

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Description	Details
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement** **POL expression of Roles and Responsibilities**: Atos manage the list of clients and their associated delivery agreements. Content defined in APADC Scripts.
Name of 3rd party with access to data / knowledge about data	See : **Fujitsu Common Statement** Note: * - POL AP Clients (approximately 850 clients across 150 destinations) **POL Expression of 3rd Party Access:** Ingenico Atos
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	See : **Fujitsu Common Statement**

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Description	Details
Subject matter of the processing	**AP Out-Payments (APOP) Business Capability** Schedule B3.2 **Section 2.4** - The AP Out-Payments (APOP) Business Capability is a set of components that support the creation of APOP Services. Each business application that makes use of the APOP Business Capability will be segmented into its own APOP Service. Example APOP Services include: • **Drop and Go** • **Camelot Cheques / Postal Orders** • **Over 50s Life Cover** • **Bureau Pre-Order** • **NS&I** • **Stock Ordering** **POL Expression of the Subject Matter:** Automated Payments Out Pay (APOP) is a voucher Database that allows customers to purchase Postal Orders over a post office counter in branch.
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	APOP Transactions are AP-ADC scripted transactions which pertain to 'vouchers'. The components of the APOP Business Capability are fully enumerated in **Schedule B3.2** **Section 2.4.2** **2.4.7** Transactions undertaken using the APOP Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability. The following are generic interface specifications that describe how data must be formatted. They do not describe the content of the data. POL Client to Voucher Host System AIS- **AP/IFS/063**

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Description	Details
	APOP Host System Reporting to Client AIS- **AP/IFS/065** See : **Fujitsu Common Statement** **POL expressed purpose of the processing:** Generic Look-up - To send data and request data to/from the Belfast data centre APOP Database in real time during a customer session Reporting - APOP reporting service to send transaction data to Post Office Limited APOP Clients Batch - To receive transaction data from Post Office Limited APOP Clients Administration - To administer the APOP Database
Type of Personal Data	See : **Fujitsu Common Statement** **POL expression of 'Personal Data'** • Contact title • Contact forename • Contact initials • Contact surname. • Address Line Field(s) • Post Code • Telephone Number • Email Address **Additional Data** – means the data that may be captured at the point of transaction and stored in non-defined fields of which Fujitsu relies on Post Office to advise of the content of such data, whether or not such data is required or requested to be captured at counter, and which is subject to the provision of below. Fujitsu will process Personal Data in accordance with the Schedule A4, ARC/SEC/ARC/003 and ARC/SEC/ARC/001. The Parties agree that Fujitsu is processing Personal Data solely on the instructions of POL • Client Identifier • File Sequence Number • Client Identifier • Staff ID

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Description	Details
	• Transaction ID
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement** **POL expressed Plan for return and destruction of the data** Note:Check with Atos/POL Configuration of retention varies
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement** **POL expression of Roles and Responsibilities**: Atos – APADC Fujitsu – Data Processor Atos – PODG
Name of 3rd party with access to data / knowledge about data	See : **Fujitsu Common Statement** for **APADC Transactions** **POL Expression of 3rd Party Access:** Financial Institution (Link, Santander or CAPO) POL APOP Clients (approximately 12 clients) and Post Office Limited
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Alan Holmes

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Description	Details
Subject matter of the processing	***Banking Business Capability*** *Schedule B3.2* *Section 2.5* - **The Banking Business Capability enables Post Office to support the transaction of banking business in Branches.**
Duration of the processing	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Clare Keane/Chris Bailey
Nature and purposes of the processing	**2.5.2** The Banking Business Capability is invoked by either: - a card swipe (or input of card details) where EMV functionality is not supported in respect of that card; or - a Customer inserting their card into the chip card reader in a PIN Pad where such card supports EMV functionality. **2.5.3** The following Transaction types are supported: • cash deposit; • cash withdrawal; • balance enquiry; • withdraw limit; • change of PIN at PIN Pad; and • cheque deposit. **2.5.4** Each Transaction type comprises: • a series of screen dialogues; • the input or selection of data by the User; • the input of PIN numbers by Customers where applicable; • the interactive exchange of information via the Data Centres with the Bank systems; and • the printing of receipts. **2.5.5** Transactions undertaken using the Banking Business Capability shall be centrally recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability. See : **Fujitsu Common Statement** for Settlement

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Description	Details
	2.5.6 The Banking Business Capability supports the Transaction Enquiry Service by passing NB Requests, NB Authorisations, NB Confirmations and Reversals (where applicable to the Banking Business Capability) to the Transaction Enquiry Service from where they are available for query using TESQA. **Relevant Interface specifications:** **DES/APP/SPE/0001**- TES Query Application Specification **SVM/SDM/SD/0020**- End to End Reconciliation Reporting **NB/IFS/036**- TES Reports Specification **3rd Party interface specifications:** **NB/IFS/024**- LINK Application Interface Specification **NB/IFS/025**- CAPO Application Interface Specification **NB/IFS/026**- Santander Application Interface Specification **REQ/GEN/STD/3366**- LINK Reconciliation Specification (LIS5) AIS **NB/IFS/030**- NBX - FI Reconciliation & Settlement File AIS **POL expressed purpose of the processing:** The services are to enable business capabilities, some of those are till transactions in the branches and others are support capabilities that support the business capabilities. Authorisation - To request a banking service such as PIN Change, Balance Enquiry, Deposit or Withdrawal Response - Response to a banking service such as PIN Change, Balance Enquiry, Deposit or Withdrawal Reversal - Reversal of a banking transactions Reconciliation - Daily Transaction detail transfer from Belfast to Financial Institution

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Description	Details
	TES Query - Web Service allowing user access to query banking transactions Reporting - DRS Reconciliation reports DRS Workstation - Transaction Query in support of reconciliation
Type of Personal Data	• PAN • Account Details (as per AIS) See : **Fujitsu Common Statement** **POL expression of 'Personal Data'** • PIN Data • Primary Account Number (PAN) • Transaction amount • Transaction ID – unique to the customer and transaction and to the Post Office • Post Office branch ID and terminal ID • User/clerk ID • Card Expiry Date • PIN (not used for some deposits) and is sent encrypted in the real time message flow to the FIs • Card details, including the card number • PAN (encrypted/hashed) is stored
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	**3rd Party access:** LINK CAPO Santander **POL Expression of 3rd Party Access:** Financial Institution (Link, Santander or CAPO) SSC
Location of Datacentre	See : **Fujitsu Common Statement**

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Description	Details
Subject matter of the processing	**DVLA Licensing Business Capability** Schedule B3.2 **Section 2.6** - The DVLA Licensing Business Capability enables Post Office to support the provision of vehicle re-licensing Transactions in selected Branches which are determined by Post Office Reference Data.
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	Schedule B3.2 **2.6.2** Vehicle re-licensing Transactions are enabled by captured data as specified by Post Office Reference Data and utilise the data capture facilities of the In/Out Payment Business Capability. **2.6.3** Vehicle re-licencing Transactions utilise an online interaction with DVLA systems which retrieves information concerning MOT status and vehicle excise duty as well as other supporting data. **2.6.5** Transactions undertaken using the DVLA Licensing Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability. See : **Fujitsu Common Statement** **Relevant Interface specifications:** **DV/IFS/001**- Horizon to DVLA AIS **REQ/APP/AIS/2016**-Change of Tax Class Data Mapping **REQ/APP/AIS/2025**- Change of Tax Class AIS **REQ/APP/AIS/2015**- Vehicle Excise Duty Data Mapping **REQ/APP/AIS/2018**- Vehicle Excise Duty AIS **REQ/APP/AIS/2561**- DVLA Extended Licensing Services AIS Front Office Counters Direct Debit Capture **REQ/APP/AIS/2562**- Data Mapping for DVLA Direct Debit Instruction Capture

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Description	Details
	POL expressed purpose of the processing: The DVLA Licensing Business Capability contains nothing that is not already delivered by the In/Out Payment Business Capability. As such, it is a sub-set of such capability and has all the associated functionality for data capture and transfer. To capture APS transactions at a Post Office counter for delivery of transaction data to Post Office Limited Clients To capture APS transactions at a Post Office counter for delivery of Client Transmission Summary to Post Office Limited (CTS Report) Generic Look-up - To send data and request data to/from Post Office Limited clients in real time during a customer session
Type of Personal Data	See : **Fujitsu Common Statement** **POL expression of 'Personal Data'** • VRM- Vehicle Registration Mark • Tax_Disc_Barcode • Vehicle_Excise_Duty • Response_Code • Version_Number • Application ID • Transaction Reference ID • Barcode Number • License Serial Number • Title • Surname • Forename • Postcode • Vehicle Tax Data • Fee Data • Physical Data • Wheel Plan Code • Bank Account Sort Code • Bank Account Number • Mandate ID •
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS	See : **Fujitsu Common Statement**

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Description	Details
requirement under union or member state law to preserve that data type of data	
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement** **POL expressed Plan for return and destruction of the data:** Atos manage the list of clients and their associated delivery agreements - Content defined in APADC Scripts. Fujitsu – Data Processor POL – Data Controller
Name of 3rd party with access to data / knowledge about data	See : **Fujitsu Common Statement** for **APADC Transactions** **3rd Party access:** **DVLA** **POL Expression of 3rd Party Access:** Atos
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Sarah Selwyn

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Description	Details
Subject matter of the processing	**Electronic Top-Up Business Capability** Schedule B3.2 **Section 2.7 -** The Electronic Top-Up Business Capability enables Post Office to support the Customer purchase or refund of mobile phone related credits and associated content products (e.g. ring tones)
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	*Schedule B3.2* **2.7.2** Electronic Top-Up ('ETU') credit products (known as 'Top-Up' products or 'PIN' products) are invoked by swiping a Customer's card (or by the manual input by the Counter Clerk of the Customer's card details). ETU content products (known as PIN/e-voucher products) are invoked by Counter Clerk selection. The following Transaction types are supported: • the purchase of a card based Top-Up product; • the purchase of card based PIN product; • the purchase of a PIN/e-voucher product; • the refund of a card based Transaction; and • the refund of a PIN/e-voucher Transaction. **2.7.3 Each Transaction type comprises:** • the selection of ETU products from menus; • a series of screen dialogues; • the input or selection of data by the User; • the interactive exchange of information with e-pay; and • the printing of receipts. **2.7.4** Transactions undertaken using the Electronic Top-Up Business Capability shall be centrally recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability. See : **Fujitsu Common Statement**

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Description	Details
	2.7.5 The Electronic Top-Up Business Capability shall automatically generate a Reversal Transaction and transmit this to e-pay when the authorisation response to certain Transaction types is not received within a pre-configured timeout period. **POL expressed purpose of the processing:** Response - To request an electronic top-up Reversal - Response to a top-up request Reconciliation - Daily Transaction detail transfer from E-pay to Belfast Reporting - DRS Reconciliation reports DRS Workstation - Transaction Query
Type of Personal Data	**Relevant Interface Specifications:** **SVM/SDM/SD/0020-**End to End Reconciliation Reporting **3rd Party interface specifications:** **ET/IFS/001**-E-Pay Application Interface Specification See : **Fujitsu Common Statement** • Cashier ID • Original Transaction ID • Mobile Number • Unique Transaction ID (or PIN Serial Number) • PIN (Product Identification Number/E-pay unique activation code) • Card Details • Transaction Amount • Client Reference • Account Reference Id • Sort Code
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**

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Description	Details
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	**3rd Party access:** **E-Pay** **POL Expression of 3rd Party Access:** Financial Institution (E-PAY)
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Paul Braisher

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Description	Details
Subject matter of the processing	**Bureau Service Business Capability** Schedule B3.2 - **Section 2.8 –** **2.8.1** The Bureau Service Business Capability enables Post Office to trade foreign currencies and travellers' cheques on-demand at Counter Positions (the on-demand Bureau Service facility). **2.8.2** The Bureau Service Business Capability enables Post Office to pre-order foreign currencies and travellers' cheques at Counter Positions (the pre-order Bureau Service facility). **2.8.3** The Bureau Service Business Capability enables Post Office to sell and top-up travel money cards at Counter Positions (the travel money card Bureau Service facility). **2.8.4** The Bureau Service Business Capability enables Post Office to capture, validate and report on the barcode or serial number on travellers' cheques traded. **2.8.5** The Bureau Service Business Capability enables Post Office to control the Bureau Service facilities available at a Counter Position by Post Office Reference Data **2.8.6** The Bureau Service Business Capability enables Post Office to control the currency types that can be traded by each Bureau Service facility at a Counter Position by Post Office Reference Data **POL expression of the Subject Matter:** First Rate Exchange Services - The Bureau Service Business Capability enables Post Office to trade foreign currencies and travellers' cheques at Counter Positions in Post Office Branch
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	Schedule B3.2 **–** **2.8.7** The counter dialogue for the Bureau Service facilities is controlled by Post Office Reference Data in accordance with and subject to the provisions of the CCD entitled "AP-ADC Reference Manual" (DES/GEN/MAN/0002). See : **Fujitsu Common Statement**

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Description	Details
	Relevant Interface specifications: **DES/APP/MAN/0001**- Type A/B Reference Data Counter Objects definition **DES/GEN/MAN/1653**- PODG Route Definition User Guide **DES/GEN/MAN/0002**- AP-ADC Reference Manual **DES/APP/AIS/1887**- Post Office MDM XML Format Reference Data Specification **SVM/SDM/SD/0018**- Message Broadcast Service Description **3rd Party interface specifications:** **REQ/APP/AIS/2509**- FMCC Service Specification **REQ/APP/AIS/2507**- FMCC Data Mapping **NB/IFS/012** - TPS to FRTS AIS **REQ/APP/AIS/0704** -Branch & Price Profiles AIS **RD/IFS/033-**Spot Rates and Margins AIS **POL expressed purpose of the processing:** Bureau Sales - To capture Bureau sales transactions at a Post Office counter for later accounting and reporting To capture general retail sales transactions at a Post Office counter for delivery of summarised product data to First Rate Travel Services To capture additional data relating to bureau sales using the technology provided by In/Out Payment Business Capability Receive Spot Rates, Margins, Branch Profile and Pricing Profile reference data
Type of Personal Data	See : **Fujitsu Common Statement** **POL expression of 'Personal Data'** Bureau Service • Transaction Ref No • Last 4 Digits of the Payment Cards • Name • Address • ID Travel Money Card

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Description	Details
	• Address • ID • encrypted PAN • Carrier Id
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	First Rate
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Sarah Selwyn

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Description	Details
Subject matter of the processing	**Postal Services Business Capability** Schedule B3.2 Section 2.9 **2.9.1** The Postal Services Business Capability supports a range of Mails Acceptance and Mails Administration business processes taking place within designated Branches together with support for the establishment and management of Postal Services Reference Data. These will comprise: - -services provided to Customers that support the pricing and sale of mails products; -the management of mail items received into and despatched from a Branch; -the provision of data to Post Office and Postal Services Clients concerning these operations; -tools to enable Post Office to establish and manage the Postal Services Reference Data. **2.9.2** Mails Acceptance supports the over the counter processes for accepting mail items from customers **2.9.3** Mails Administration supports the in-Branch processes for receiving and dispatching mails items **2.9.4** The Postal Services Business Capability supports the transfer to the BIG of track and trace and related data captured by the Mails Acceptance and Mails Administration facilities for selected Mails Carriers and the transfer of completed Postal Services transaction data to various Post Office systems **2.9.5** The Postal Services Business Capability enables Post Office to specify and manage the Carrier Services Reference Data which controls the options, choices and pricing for all Carrier Services. **Relevant Interface specifications:** **DES/APP/MAN/0001**- Type A/B Reference Data Counter Objects definition

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Description	Details
	DES/APP/MAN/0002- Postal Services Reference Data Definitions **DES/GEN/MAN/1653**- PODG Route Definition User Guide **DES/GEN/MAN/0002**- AP-ADC Reference Manual **DES/APP/AIS/1887**- Post Office MDM XML Format Reference Data Specification **REQ/APP/AIS/1526**- Royal Mail PAF Programmers Guide **REQ/APP/AIS/1591**- PAF POL Additional Data Application Interface **SVM/SDM/SD/0018**- Message Broadcast Service Description **AS/IFS/001**-Track and Trace AIS **REQ/APP/AIS/2046**-Paystation Track and Trace AIS **REQ/APP/AIS/2753**-BarCodes for all - Data Matrix and Pre-Advice **REQ/APP/AIS/2754**- Barcoding All Parcels AIS
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	Schedule B3.2 **2.9.6** Transactions undertaken using the Postal Services Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability. The Postal Services service captures information on the counter, or on the Horizon Business Server (HBS) supporting Self Service Kiosks, from the customer to determine details of a mail item, the mail service to be used, and the destination. On the counter, the Postal Services service may use an AP-ADC transaction to capture additional information (expected to be concerning "dangerous goods" restrictions, but could be anything).

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Description	Details
	The counter may also capture mails information via AP-ADC directly (see Automated Payments service). See : **Fujitsu Common Statement** for Settlement **POL expressed purpose of the processing:** Postal Services Reference Data - Receive and interpret Postal Service reference data In/Out Automated Payment and Additional Data Capture transactions - To capture APS transactions at a Post Office counter for delivery of postal data to Royal Mail Mails Postal Sales (Track & Trace) - To capture mails transactions at a Post Office counter for delivery of postal data to Royal Mail Mails Postal Sales (Barcoding all Parcels) - To capture mails transactions at a Post Office counter for delivery of postal data to Royal Mail Pay station Local Collect - To allow local collect transactions to be performed on Pay station Devices and delivered via Belfast Data Centre to Royal Mail
Type of Personal Data	See : **Fujitsu Common Statement** The following data items are typically captured by the Postal Services service for Non-APADC transactions (e.g. Use Case : PS-12): • Weight • Mail item format (e.g. Large Letter) • Service (e.g. 1st Class Signed For) • Destination Country • Destination Address (e.g. Postcode/Zip, House Name/No/PO Box, Street, Town/BFPO Number) • Value of Goods

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Description	Details
	• Consequential Loss Cover • Saturday Delivery option • Certificate Of Posting option • Postage method (Label, Stamps, Pre-payment) • Unique Label Identifier • 2D barcode and PRN Reference Number • 1D barcode and Track and Trace Reference Number **POL expression of 'Personal Data'** • Delivery address • Destination Address • Delivery postcode • Recipient Name (Optional) • Unique Item ID? • 1D Tracking Number • Sender's Signature for Declaration • Order number • Invoice number • Certificate Number • Licence Number • Sender's Customs Reference • Sender's Fax number? • Sender's Tel. number • Sender's VAT number?
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	**3rd Party Access:**

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Description	Details
	Royal Mail and any other 3rd parties utilised by POL during the processing of data. For AP-ADC script, some information is sent to Accenture for Drop & Go. This is the responsibility of Post Office Limited and ATOS. **POL Expression of 3rd Party Access:** Royal Mail & CSC
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Jon Hulme/Alan Holmes

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Description	Details
Subject matter of the processing	**Point of Sale Business Capability** **Schedule B3.2 – Section 2.2** **2.2.1** The Point of Sale Business Capability provides a general "till" function which enables Post Office to carry out sales operations within Branches for the range of Post Office products defined within Post Office Reference Data. **2.2.2** These Post Office Products may be general retail products or be traded via one of the following Business Capabilities (described elsewhere): • In/Out Payment Business Capability; • APOP Business Capability; • Banking Business Capability; • DVLA Licensing Business Capability; • Electronic Top-Up Business Capability; or • Bureau Service Business Capability. **POL expression of the subject matter:** To capture general retail sales transactions at a Post Office counter for later accounting and reporting
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	Schedule B3.2 – Section 2.2 **2.2.3** The Point of Sale Business Capability implements the business and pricing rules for each product (including the production of the Transaction receipt(s)) and manages the aggregation and recording of all Transaction data into a Customer Session. **2.2.4** Transactions undertaken using the Point of Sale Business Capability shall be recorded as part of a Customer Session and shall be committed as part of the settlement process using the Payment Management Business Capability. See : Fujitsu Common Statement for Settlement **2.2.5** The Point of Sale Business Capability shall enable a Transaction to be cancelled from a Customer Session subject to Post Office

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Description	Details
	Reference Data, prior to settlement by the Payment Management Business Capability. **POL expressed purpose of the processing:** The services are to enable business capabilities, some of those are till transactions in the branches and others are support capabilities that support the business capabilities.
Type of Personal Data	See : **Fujitsu Common Statement** for Settlement **POL expression of 'Personal Data'** EPOS (08) • Product Id such as stamps • Amount • Clerk id • Address for postal service • Bank card details where customer is paying by card Point of Sale (11) • Bank Transaction ID • Client Ref ID • Card Impounded • PAN • Agent SLA information • Customer Cheques? • Credit Card? • Debit Card? • Transaction Sequence Number • Additional Data • Account Reference ID
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**

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Description	Details
Name of 3rd party with access to data / knowledge about data	Various
Location of Datacentre	See : **Fujitsu Common Statement** POL - Core Finance System (Hof Germany)
Fujitsu GDPR/DPA Data Analyst	Jon Hulme

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Description	Details
Subject matter of the processing	**Payment Management Business Capability** Schedule B3.2 Section 2.10 **2.10.1** The Payment Management Business Capability enables the settlement of a Customer Session using cash, cheque, vouchers, Debit Cards or Credit Cards as methods of payment. **2.10.2** The Payment Management Business Capability manages the aggregation of the required tender value for a Customer Session and provides change calculation facilities. **2.10.3** The Payment Management Business Capability manages the production of any AP Customer receipt and any required or requested Customer Session receipt as part of the settlement of a Customer Session. The required layout of a AP Customer receipt and a Customer Session receipt shall be defined in the CRD entitled "HNG-X AP and ADC Receipts" (DES/GEN/SPE/0011).
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	Schedule B3.2 – Section 2.10 **2.10.6** The Payment Management Business Capability implements the business rules associated with the use of the Debit Card or Credit Card Method of Payment which shall include the use of inclusion lists and exclusion lists which will specify which products can be settled with which card types. Business rules will include a transaction limit, set at a fixed amount which may be changed from time to time via reference data by prior agreement with Post Office. **2.10.7** The Payment Management Business Capability implements the use of separate authorisation dialogues using separate merchant identity/terminal identity values for Bureau and non-Bureau products, support for the receipt of a referral response, and the validation of the allowable products and allowable settlement values according to the type of Debit Card or Credit Card.

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Description	Details
	2.10.8 The Payment Management Business Capability supports the Debit Card and Credit Card Method of Payment via an interactive exchange with the Merchant Acquirer **Relevant Interface specifications:** **REQ/APP/AIS/1495**- Merchant Acquirer EMIS AIS **REQ/APP/AIS/2486**- Merchant Acquirer EPA AIS **DES/APP/IFS/1595**-EMIS Load File AIS **SVM/SDM/SD/0020**-End to End Reconciliation Reporting **3rd Party interface specifications:** **REQ/APP/AIS/2433**- (AMEX) File Format for EPA Delimited **REQ/APP/AIS/1425**- Global Payments Online Application Interface Specification **POL expressed purpose of the processing:** The services are to enable business capabilities, some of those are till transactions in the branches and others are support capabilities that support the business capabilities. Authorisation - To request a payment authorisation Response - Response to a payment authorisation request Reversal - Reversal of a payment authorisation request Confirmation - Daily Payment File transfer from Belfast to Global Payments Reconciliation - Receipt of payment confirmation EMIS File Reconciliation - Receipt of payment confirmation EPA File Reporting - DRS Reconciliation reports DRS Work station - Transaction Query
Type of Personal Data	See : **Fujitsu Common Statement** for Settlement **POL expression of 'Personal Data':** • Transaction Code • PAN • Credit Card?

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Description	Details
	• Debit Card? • Post Office Code • Post Office Counter Data • Payment Method Code (Cash/Debit Card/Stamps) • User/Clerk ID • Transaction Amount • Other Card Data • Receipt number • Transaction source? • Bank Sort Code (207) • Bank Account Number • IBAN (Where available) • Airline Ticket Number • Card Member Account Number • 6 – digit Charge Authorization code • Settlement Currency Code
Categories of Data Subject	See: **Fujitsu Common Statement**.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	**See : Fujitsu Common Statement** **POL expression of Roles and Responsibilities:** **Fujitsu – Data Processor**
Name of 3rd party with access to data / knowledge about data	**POL expression of 3rd Party Access:** Global Pay, AMEX
Location of Datacentre	Belfast
Fujitsu GDPR/DPA Data Analyst	Clare Keane/Pete Jobson

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Description	Details
Subject matter of the processing	**Cash and Stock Management Business Capability** **Schedule B3.2 Section 2.11** **2.11.1** The Cash and Stock Management Business Capability provides facilities to enable all Branches to capture data (including cash declarations, inward / outward remittances, pouch collection and receipt) for onward submission to Post Office Ltd cash planning and management systems. **2.11.2** The Cash and Stock Management Business Capability supports the receipt from Post Office Ltd cash planning and management systems of planned orders and replenishment delivery details.
Duration of the processing	*See : **Fujitsu Common Statement***
Nature and purposes of the processing	Schedule B3.2 Section 2.11 **2.11.3** The Cash and Stock Management Business Capability provides the following facilities within Branches: • the display of screen dialogues that support cash and stock transfers, cash and stock declarations, adjustments to cash holdings; • scanning bar coded labels to monitor the movement of cash and stock bags and pouches into the Branch; • the automatic inward remittance of the value of cash pouches and bureau de change pouches using the associated replenishment delivery details; • support for recording that selected cash and stock pouches and bags are part of a REM Collection, or have been removed from a REM Collection; • scanning bar coded labels to monitor the movement of cash and stock bags and pouches that form a REM Collection out of the Branch; and

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Description	Details
	• a facility for viewing planned order details originated by Post Office Ltd cash planning and management systems and transmitted to the Branch. **2.11.4** The Cash and Stock Management Business Capability supports the recording of cash movements by Branches that are designated as Operator Cash Branches. **Relevant Interface Specifications:** REQ/APP/AIS/3380 – Horizon Forecasting Data to CWC Application Interface Specification REQ/APP/AIS/3552 - Planned Orders to Horizon Application Interface Specification REQ/APP/AIS/3553 - CWC Replenishment Delivery Content (RDC) to Horizon Application Interface Specification REQ/APP/AIS/3554 - Pouch Collection Confirmed (POC) Horizon to CWC Application Interface Specification REQ/APP/AIS/3701 – External Interfaces to Arrow (Power BI) **POL expression of the purpose of processing:** Remittances - The recording of cash and currency remittances in and out from a branch Cash Declarations - Recording cash-on-hand at a branch Planned order - Providing forward notice of proposed cash deliveries Replenishment Notices - Providing confirmation of despatched cash deliveries Operator Cash Statements (POE) - Providing cash statements to Operator Self-Funded branches
Type of Personal Data	See : **Fujitsu Common Statement** **POL Expression of Personal Data**: No personal data records found in the AIS document
Categories of Data Subject	See : **Fujitsu Common Statement**

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Description	Details
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	None
Location of Datacentre	Belfast
Fujitsu GDPR/DPA Data Analyst	Pete Jobson

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Description	Details
Subject matter of the processing	Additional Branch Reporting Business Capability **Schedule B3.2 Section 2.13** **2.13.1** The Additional Branch Reporting Business Capability supports the ability for Users to access Branch reports using mechanisms other than Counter Positions or Admin Positions, such mechanisms accessing the reports in accordance with the AIS 'BRSS Data Access Server (BDAS) to Branch Hub AIS' (DES/APP/AIS/3718)
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	Schedule B3.2 Section 2.13.1 • **Supports for the ability for Users to access Branch reports using mechanisms other than Counter Positions or Admin Positions**
Type of Personal Data	**Relevant Interface Specifications:DES/APP/AIS/3718** - BRSS DATA ACCESS SERVER (BDAS) TO BRANCH HUB AIS
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	See : **Fujitsu Common Statement** Postmasters and/or their Agents
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Keith Hunt/Gareth Seemungal

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Description	Details
Subject matter of the processing	Branch Management Business Capability Schedule B3.2 Section 2.12 **2.12.1** The Branch Management Business Capability provides facilities to enable authorised Users within any Branch to perform various administrative functions
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	Schedule B3.2 Section 2.12.1 • Stock Unit balancing • Branch accounting; • Printing of Client summaries • Printing of Branch reports (including those on-demand reports provided by POL SAP to Operator Cash Branches); • Support for Reversals and Refunds; • Support for the application of Transaction Correction Records supplied from the Core Finance System. **POL expression of the purposes of the processing**: Stock Unit Balancing, Reporting and Branch Accounting Transaction Correction - For correction of postmaster accounting errors Transaction Acknowledgements - To transfer cash taken at non-horizon points of sale into the Horizon branch accounts
Type of Personal Data	**Relevant Interface Specifications:** **EA/IFS/002**-Transaction Corrections AIS **REQ/APP/AIS/1392**-Paystation Transaction AIS **REQ/APP/AIS/0004**- Transaction Acknowledgements AIS ***DES/APP/AIS/3718*** - BRSS DATA ACCESS SERVER (BDAS) TO BRANCH HUB AIS POL expression of 'Personal Data' • Clerk Id • Customer Ref. Number • Client Account Number

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Description	Details
	• Customer Ref. Number • Token Identifier • Version Number • Additional Data • Client Id • Bank Transaction Id • PAN • Additional Data
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	See : **Fujitsu Common Statement** **POL Expression of 3rd Party Access**: None stated
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Pete Jobson/Jon Hulme

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Description	Details
Subject matter of the processing	**ARC Strategic Smart Card Business Capability** Schedule B3.2 Section 5.3 The ARC Strategic Smartcard capability means the web service provided by Fujitsu that allows asylum seekers to access the benefits paid to them by the Government of the United Kingdom from a Post Office.
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	Peripheral Handling Service - To read various peripherals (including Smartcards) to extract customer id and other data. Sodexho (UKBA asylum seekers) - **discontinued May 2017**
Type of Personal Data	**N/A** No current AIS documents to review for Personal Data
Categories of Data Subject	**N/A**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	N/A Used to be used for Sodexho (UKBA asylum seekers) payments but was discontinued May 2017
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	N/A

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Description	Details
Subject matter of the processing	**POca Card Business Capability** Schedule B3.2 - Section 5.1 **5.1.1** The POca Card Issuing Business Capability enables Post Office at Counter Positions to:- • issue POca Cards to new cardholders; • issue replacement POca Cards for lost or stolen cards; • issue replacement POca Cards for damaged cards; • withdraw POca Cards
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	Schedule B3.2 - Section 5.1 5.1.2 The components of the POca Card issuing Business Capability are as follows: • Counter Transactions that use the In/Out Payment Business Capability to generate Transactions; • a network interface to the POca VPN network • a web service to: • convert on-line Transactions generated by the counter into on-line Transactions in the POca host service format; • route POca on-line Transactions to the POca host service; • convert the response to on-line Transactions returned from the POca host service into on-line Transactions in counter format; • generate error messages if the on-line Transaction has not been processed successfully; **5.1.3** The counter dialogue for POca money transfer transactions is controlled by Post Office Reference Data **5.1.4** Transactions undertaken using the POCA Card Service Business Capability shall be recorded as part of a customer session and shall be committed as part of the settlement process using the Payment Management Business Capability

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Description	Details
	See : **Fujitsu Common Statement** for Settlement **Relevant Interface Specifications:** **REQ/APP/AIS/0007-**POCA Card Activation AIS **POL expression of the purposes of processing:** POCA Card On-line Authorisation - To issue or withdraw POCA Cards
Type of Personal Data	See : **Fujitsu Common Statement** **POL expression of 'Personal Data':** • Staff Id • Transaction Reference • Transaction ID • Old Card PAN • New Card PAN • Cardholder's title • Cardholder's first name • Cardholder's middle initial • Cardholder's last name
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	See : **Fujitsu Common Statement**
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Clare Keane / Sarah Selwyn

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Description	Details
Subject matter of the processing	**British Gas Smart Metering Business Capability** **Schedule B3.2 – Section 5.4** The Smart Metering capability means the web service provided by Fujitsu that allows customers of British Gas to access and top up their Smart Card for usage on British Gas Meters. **POL Expression of the Subject Matter:** The Smart Metering Business Capability is provided to customers of British Gas allowing the customers to top up their electricity over a Post Office counter in branch
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	See : **Fujitsu Common Statement** **POL expression of the purposes of Processing:** The Post Office provides a payment service on behalf of British Gas which enables an individual to top up the electricity meter in a branch that supports this service. The individual presents the token to a Post Office branch counter employee which launches the transaction, and then informs the PO employee of the amount to be topped up. Following the transaction launch, the Post Office system interacts directly with the British Gas system in real-time, with the purpose of authenticating and accepting the transaction. After successful authentication and an acceptance of the payment amount, a payment is collected and a receipt of the transaction is then printed and provided to the customer.
Type of Personal Data	See : **Fujitsu Common Statement** for Settlement **Relevant Specification Interfaces:** **REQ/APP/AIS/2368-** Smart Metering Web Service AIS

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Description	Details
	REQ/APP/AIS/2370- Smart Metering Generic Online AIS **REQ/APP/AIS/2380-** Post Office to Vend Management System AIS **3rd Party Interface Specifications:** **REQ/APP/AIS/2379-** British Gas VMS ISO8583 Message Definition **POL expression of 'Personal Data'** • Card Id – identifies the customer's meter. Therefore, since it is possible that the meter is in a single occupancy dwelling, Card Id is personal data. • Vend Code
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	British Gas
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Alan Holmes/Sarah Selwyn

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Description	Details
Subject matter of the processing	Identity Services **NOT RECOGNISED BY FUJITSU** **CT2322 - Rel Ind - APPROVED - Identity Services Platform R1 - Detailed design** **Not progressed**
Duration of the processing	[Clearly set out the duration of the processing including dates.]
Nature and purposes of the processing	[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
Type of Personal Data	[*Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.*]
Categories of Data Subject	*[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]*
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	*[Describe how long the data will be retained for, how it be returned or destroyed.]*

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Description	Details
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	
Name of 3rd party with access to data / knowledge about data	
Location of Datacentre	

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Description	Details
Subject matter of the processing	**Generic Web Services (GWS) Support Facility** Schedule B3.2 – Section 6.1 The Generic Web Services Support Facility provides a generic set of capabilities to enable a service based approach to introducing on-line business transactions. These involve counter AP-ADC transactions and request / response interactions with external internet based client host systems.
Duration of the processing	See : **Fujitsu Common Statement**
Nature and purposes of the processing	See : **Fujitsu Common Statement** The GWS Support Facility enables Post Office to define and introduce into HNG-X new GWS Clients and amend or update existing GWS Clients. Using the 'Web Service Client Connection Process' (REQ/GEN/PRO/1386) the Generic Web Services Support Facility enables Post Office to define for a Generic Web Service Client (amongst other items) the personal and other categories of data as follows: • the transaction mapping between the In/Out Payment counter message format and the GWS Client message format; the field definition, field mapping, field validation and data transformation • the mapping between the response received from the GWS Client and the response returned in the In/Out Payment Counter Transaction; • the message data which must **not** be written to the Generic Web Service log file. The Generic Web Services Support Facility enables messages sent to, and responses received from, the GWS Client to be encrypted as defined in the 'Web Service Client Connection Process' (REQ/GEN/PRO/1386). **The GWS Clients supported are listed in Annex 2 to the Contract Schedule B3**. Each of the GWS Clients personal and other data types are as defined in the Post Office Ltd Data mapping

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Description	Details
	Specifications and the third party Interface Specifications listed below.
Type of Personal Data	See : **Fujitsu Common Statement** for Settlement **Relevant Post office supplied Specification Interfaces:** REQ/APP/AIS/2120 – Home Phone and Broadband Data Mapping Specification REQ/APP/AIS/2206 - National Express Data Mapping Specification REQ/APP/AIS/2203 – The Health Lottery Data Mapping Specification REQ/APP/AIS/2495 - FMCV (Travel Money Card) Data Mapping Specification REQ/APP/AIS/2507 - FMCC (Travel Money Click & Collect) Data Mapping Specification REQ/APP/AIS/2016 – DVLA Change of Tax Class Data Mapping Specification REQ/APP/AIS/2015 – DVLA Vehicle Excise Duty Data Mapping Specification REQ/APP/AIS/2562 - Data Mapping Specification for DVLA Direct Debit Instruction Capture **Relevant 3rd Party supplied Interface Specifications:** REQAPPAIS2107 – Home Phone and Broadband AIS REQ/APP/AIS/2104 - National Express AIS REQ/APP/AIS/2187 - Five From Fifty Service Contract (The Health Lottery) AIS REQ/APP/AIS/2485 - FMCV (Travel Money Card) Service Specification REQ/APP/AIS/2509- FMCC (Travel Money Click & Collect) Service Specification REQ/APP/AIS/2025 – DVLA Change of Tax Class AIS

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Description	Details
	REQ/APP/AIS/2018 – DVLA Vehicle Excise Duty AIS REQ/APP/AIS/2561 - DVLA Extended Licensing Services AIS Direct Debit Instruction Capture ***Deprecated 3rd Party supplied Interface Specifications HERE:*** REQ/APP/AIS/2017 – DVLA Duplicate License REQ/APP/AIS/1805 – Skills Funding Agency REQ/APP/AIS/2299 - UK BA Sodexo REQ/APP/AIS/2183 - UK Online Centres Location AIS REQ/APP/AIS/1982 - POLO Post Office to Bank of Ireland AIS ***'Personal Data'*** • Data described in the AISs and Data Mapping Specifications may be considered as Special category or Personal. However, the only indication given that that is the case is by the obfuscation requirements captured in the Data Mapping Specifications.
Categories of Data Subject	See : **Fujitsu Common Statement**
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that data type of data	See : **Fujitsu Common Statement**
Roles and responsibilities of each parties including sub-processors regarding monitoring and processing of Personal Data.	See : **Fujitsu Common Statement**
Name of 3rd party with access to data / knowledge about data	Fujitsu Telecom (for HPBB) National Express The Health Lottery First Rate Exchange Services (FRES) Driver and Vehicle Licensing Agency (DVLA)

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Description	Details
Location of Datacentre	See : **Fujitsu Common Statement**
Fujitsu GDPR/DPA Data Analyst	Sarah Selwyn