SCHEDULE 12

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 12

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 Until such time as the formal BIF meeting is superseded by a CCN, these provisions shall continue to apply.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

- 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. | |

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.

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:

- 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;
- 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;
- 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;
- 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;
- 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

- 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.

Schedule 12.2

ASM Charges and Commercial Provisions

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:

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

- 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.
- 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.
- 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.