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SCHEDULE F

Key Objectives of the Towers Model, Fujitsu Services Collaboration Requirements and Responsibilities

Version History

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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.