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Fujitsu Services Ltd CHANGE CONTROL NOTE (CCN)		CCN NO: 1749	
CCN TITLE: Extension of the Data Centre Operations Service and Central Network Service from 1 st April 2024 to 31 st March 2025		CHANGE ADMINISTRATION USE ONLY. CR NO: N/A CP NO: N/A	
RELEASE: Release Independent		EXPIRY DATE: 21 st November 2023	
CCN RAISED BY: Helen Venters		RAISED DATE: 30 th October 2023	
SUBMISSION DATE: 31 st October 2023			
EMERGENCY CHANGE PROCEDURE INVOKED: YES/NO			
EMERGENCY IMPLEMENTATION DATE:			
ATTACHMENTS: YES / NO [If yes, Number of]: 1			
FUJITSU SERVICES APPROVAL Daniel Walton Fujitsu Delivery Executive	DATE 3/11/2023 17APPROVAL GRO	POST OFFICE LTD APPROVAL Sarah Koniarski Senior Assistant Company Secretary	DATE 3/11/2023 15:46 GMT GRO
SUMMARY and REASON FOR CHANGE:			
<p>Post Office Limited (“Post Office”) has requested that Fujitsu Services Limited (“Fujitsu Services”) extend delivery of the Data Centre Operations Service and Central Network Service under the Agreement from 1st April 2024 for a further term of one year to 31st March 2025.</p>			
DETAILS OF CHANGE:			
<h3>1 OVERVIEW</h3> <p>1.1 Post Office has now requested a further extension of the Data Centre Operations Service and Central Network Service (Terminating Services). Fujitsu Services is willing to agree to an extension to the Data Centre Operations Service and Central Network Service for a period of an additional one year subject to certain conditions set out in this CCN1749.</p> <p>1.2 This CCN1749 will be entered into by the parties to extend the Data Centre Operations Service and Central Network Service to 31st March 2025 if the agreed Refresh Programme 4 has been contractually agreed between the Parties by no later than 3rd November 2023 and prior to signature of this CCN1749 which must take place by no later than 3rd November 2023. Additionally, Post Office will develop a data audit solution within the Post Office Cloud to store transaction data to replace the existing data</p>			

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audit solution within the Data Centres which will avoid the need for Fujitsu Services to carry out refresh activities in the Data Centre in this respect. The Parties also agree that the content scanner Equipment will become end of service life in October 2024 and will therefore shortly need refreshing. The Parties shall therefore agree, prior to 31st October 2024, a project to refresh this Equipment through the Change Control Procedure.

1.3 The provision of HNG-X Test Infrastructure (the SV&I, INT and CIT rigs), as described in CCN1731 'Operation of the HNG-X Test Infrastructure from 1st April 2023 to 31st March 2024' is not extended by this CCN1749 however the Parties hereby agree to further extend such services to be coterminous with the Data Centre Operations Service and Central Network Service via agreement of a CCN through the Change Control Procedure.

2. CHARGES

Charges for Egenera PAN Manager and Oracle M4000 extended support shall not be included in the Operational Fixed Charges for the Data Centre Operations Service during the period extended into by CCN1732 and this CCN1749. Egenera PAN Manager extended support shall be managed through CWO0682 and Oracle M4000 extended support for the period 1st April 2024 to 31st March 2025 shall be managed separately through the Change Control Procedure where extended support from the vendor is available.

The Charges presented under this CCN1749 shall be subject to indexation from 1st April 2024 onwards.

2.1 Revised Schedule D1

The revised Annex B to Schedule D1 is set out in Annex A to this CCN and sets out details of the addition of the Operational Charges for the Data Centre Operations and Central Network Services through to 31st March 2025.

3. GENERAL

Terms used in this CCN which are not defined in this CCN1749 shall have the meaning given in the Agreement.

In the event of a conflict between these paragraphs 1 to 3 of this CCN and the revisions to the wording of the Agreement contained below, the revisions to the wording of the Agreement below shall take precedence.

Drafting in this CCN1749 is aligned to baseline version 14 of the Agreement as amended by the CCNs which have been executed subsequently.

PROPOSED REVISION TO WORDING OF THE AGREEMENT (*including Schedule reference*):

CLAUSES:

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Recitals:

Add a new Recital (k) as follows:

“(k) On 3rd November 2023 the Parties signed CCN1749 which further extended the expiration date for the Terminating Services (Data Centre Operations Service and Central Network Service) one year to expire on 31st March 2025 subject to the terms contained in the Codified Agreement.”

Main Body of the Clauses:

Amend Clause 10.15 as follows:

“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 or is part of the Refresh Programme 3 or Refresh Programme 4 but has not yet been refreshed, Fujitsu Services shall have no liability for such degradation in the Operational Services including if such issue arises as a result of, to the extent that it relates to limitations in the standard support provided by the hardware or software vendor or if such issue arises as a result of the unavailability of working spare parts required to be replaced in the Infrastructure. Additionally, where a degradation of the Operational Services arises during the implementation of any of the projects within either Refresh Programme 3 or Refresh Programme 4 to replace end of service life hardware or software, Fujitsu Services shall have no liability for such degradation in the Operational Services.”

Add a new Clause 10.18 as follows:

“The parties agree that Post Office will develop an alternative data audit solution to store the operational audit trail as recorded by the Audit Support Facility, to replace the current audit solution in the Data Centres. This avoids the need to refresh the Equipment currently used for this purpose in the Data Centres. Post Office shall carry out such work as is necessary to develop an alternative data audit solution in a timely way, and to continue to progress that work as would be expected by a professional and experienced organisation carrying out such development, and as result of this Fujitsu Services shall have no responsibility for the storage of audit support facility data after 28th February 2025 unless otherwise reasonably agreed to extend for a period of a maximum of six months by the Parties, due to delays outside the control of the Parties.”

Add a new Clause 10.19 as follows:

“The Parties acknowledge that the content scanner Equipment used to deliver the Operational Services becomes end of service life on or before 31st October 2024. A project to refresh such Equipment (including the associated Charges for this) shall therefore be agreed through the Change Control Procedure.”

Amend Clause 46.5 as follows:

“The Terminating Services shall cease on 31st March 2025.

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Amend Clause 46.6 as follows:

In preparation for the cessation of the Terminating Services on 31st March 2025⁴, from 1st April 2024³, the Parties shall commence Termination Assistance Service which shall include such obligations on the Post Office as are necessary to ensure that Post Office is able to provide the Terminating Services itself on and from 1 April 2025 and the Termination Assistance Service shall cease on 31st March 2025⁴, any further details of which shall be agreed through the Change Control Procedure. For the avoidance of doubt, ~~the Belfast Data Centre Facilities shall not cease with the Terminating Services~~ the Belfast Data Centre Facilities shall continue to be provided until 31st March 2025 unless terminated otherwise in accordance with Clause 47.11.2(f).

SCHEDULE 1 - INTERPRETATION

Add the following definition:

<u>“Refresh Programme 4”</u>	<p><u>means the projects to replace all the following HNG-X System components where they are EOSL:</u></p> <p><u>Oracle Refresh - Design, Build and Commission Hardware (CWO0790b)</u></p> <p><u>Remove oldest legacy operating systems and associated tooling Phase 1 (Change Note 2 to CWO0692a)</u></p>
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SCHEDULE D1 – CHARGES:

Annex B to Schedule D1:

Annex B of Schedule D1 shall be replaced by the spreadsheet included in Annex A to this CCN.

Annex E to Schedule D1:

The following rows shall be added to the table in Annex E:

Number of CCN.	Row Changed in Annex B (Description)	Value (£) of Change	Effective Date of Change
CCN1749	Data Centre Operation Service – Fixed Charge	£781,817.50 per month for year ending 2025	1 st April 2024

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CCN1749	Data Centre Operation Service – Fixed Charge (HNG-A Gaps Counter Position Supporting Infrastructure)	£24,937.87 per month for year ending 2025	1 st April 2024	
CCN1749	Data Centre Operation Service – Fixed Charge (SYSMAN3)	£25,093.91 per month for year ending 2025	1 st April 2024	
CCN1749	Data Centre Operation Service – Fixed Charge (Residual Release 17 Components)	£12,837.41 per month for year ending 2025	1 st April 2024	
CCN1749	Central Network Service – Fixed Charge	£247,954.71 per month for year ending 2025	1 st April 2024	
CCN1749	Systems Management Service – Fixed Charge	£4,149.88 per month for year ending 2025	1 st April 2024	
CCN1749	Third Line Software Support Service – Fixed Charge	-£89,637.49 per month for year ending 2025	1 st April 2024	
CCN1749	Management Information Service – Fixed Charge	£2,074.92 per month for year ending 2025	1 st April 2024	
CCN1749	Security Management Service – Fixed Charge	£50,486.31 per month for year ending 2025	1 st April 2024	
CCN1749	Security Management Service – Unit Charge per Branch	£3.00 per month for year ending 2025	1 st April 2024	
CCN1749	Trinity 1 Credit – Fixed Charge	-£327,832.29 per month for year ending 2025	1 st April 2024	

Revision of Wording in Service Description CCDs**CCD SVM/SDM/SD/0003 – Data Centre Operations Service: Service Description**

Amend Paragraph 1.12 as follows:

Further to CCN1710 The HNG-A Gaps Counter Position supporting infrastructure, SYSMAN3 and Residual Release 17 Components and Infrastructure shall be operated to 31st March 20245.

Amend Paragraph 1.13 as follows;

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“1.13 From 1st April 2023⁴ the Data Centre Operations Service shall not include ~~Egenera PAN Manager and Oracle M4000 support. This shall be provided under a separate CWO (Egenera PAN Manager and Oracle M4000 Extended Support beyond 31st March 2023⁴) and any subsequent CWOs, if available from Oracle, until 31st March 2024₅.~~”

A new column representing the SLTs for the years into which the Data Centre Operations Service is extended by this CCN1749 is added to Table 1, Central Systems Availability (Measured over a 5 year rolling period) within paragraph 2.3.5.2, as follows;

“Table 5: Central Systems Availability (Measured over a 5 year rolling period)

Description	SLT until 31 st March 2023	SLT 1 st April 2023 to 31 st March 2024	SLT 1 st April 2024 to 31 st March 2025
Outages in Post Office Core Hours where the Central Network; and Sales Database is unavailable to > 10% of Branches - Per SLT Calendar Year	<=3 Core Hrs	<=4 Core Hrs	<=4 Core Hrs
Outages in Post Office Core Hours where the Central Network, Sales Database AND Other Services (ETU, DVLA, PAF, APOP) are unavailable to > 10% of Branches – Per SLT Calendar Year	<=14 Core Hrs	<=15 Core Hrs	<=15 Core Hrs

N.B. In accordance with Clause 10.15, any unavailability that is caused by an end of service life issue on the hardware or software that has not yet been replaced will not be included in the above availability measures.”

COMMERCIAL TERMS or CHARGES APPLICABLE IN RESPECT OF THIS CCN (if any):

N/A

NEW CCDs and/or CRDs: N/A

Reference	Title	Approved Version & Date

AMENDED CCDs and/or CRDs:

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Reference	Title	Previous Version & Date	Approved Version & Date
SVM/SDM/SD/0003	Data Centre Operations Service: Service Description	v8.0 07-Jul-2023	v9.0 2 months after CCN approval
Policies and Standards: N/A			
Service Levels (including any Service Level relief required): N/A			
P.O. Ltd Responsibilities: N/A			
Other: N/A			

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Annex A - Revised Annex B to Schedule D1



Attachment 1 to
CCN1749.xlsx

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