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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

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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:

<b>Term</b>	<b>Definition</b>
<b>"105 Band"</b>	has the meaning given to it in paragraph 1.3.5 in Schedule D8;
<b>"108.5 Band"</b>	has the meaning given to it in paragraph 1.3.6 in Schedule D8;
<b>"Acceptance"</b>	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 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services), and <b>"Accepted"</b> shall be construed accordingly;
<b><u>"Acceptance Criteria"</u></b>	<u>means, in respect of any Sprint Requirement, the acceptance criteria that shall be applied to the relevant Sprint Functionality;</u>
<b>"Acceptance Point"</b>	means each of the events (or combination of events) designated as an acceptance point in Table 3 in Part 1 of Annex 1 to Schedule B5;
<b>"Acceptance Tests"</b>	<u>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;</u>
<b>"Accounting Firm"</b>	has the meaning specified in Clause 30.19.6;
<b>"ACT"</b>	means Automated Credit Transfer;
<b>"Actual Engineering Service Visits"</b>	has the meaning given in 5.12.6 of Schedule D1;
<b>"Actual Spend"</b>	has the meaning as set out in Schedule I
<b>"Additional Benefits"</b>	shall have the meaning given to it in paragraph 4.3.1 of Schedule D3;

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<b>"Additional Remedy Level" or "ARL"</b>	shall have the meaning given to it (as applicable) in paragraph 1.2.3 of Schedule C1 or paragraph 1.2.3 of Schedule B4.4;
<b>"Additional Services"</b>	has the meaning as set out in Schedule I
<b>"Admin Positions"</b>	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;
<b>"ADSL"</b>	means asynchronous digital subscriber line;
<b>"Affected Service Levels"</b>	shall have the meaning set out in paragraph 4.1 of Schedule C1;
<b>"Agent"</b>	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;
<b>"Agile Methodology"</b>	means the processes and standards set out in or referred to by paragraph 9 of Schedule I3 (Digital Development Services);
<b>"Agreed Changes"</b>	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;
<b>"Agreed Form Commercial Terms"</b>	shall have the meaning given to it in paragraph 4.2.1 of Schedule D2;
<b>"Agreed Form NDA"</b>	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;
<b>"Agreed Form Terms &amp; Conditions"</b>	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);
<b>"Agreed Metrics"</b>	means the metrics referred to in Part 2 of Appendix 4 ( <i>Governance</i> ) of Schedule I3 (Digital Development Services);
<b>"Agreed Monthly Reduction"</b>	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;

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<b>"Agreement"</b>	means the Codified Agreement as amended by CCN 1200, including the Schedules thereto, the CCDs and CRDs;
<b>"Agreement Termination Date"</b>	has the meaning specified in Clause 30.19.3;
<b>"Allowed Changes"</b>	shall have the meaning given to it in paragraph 4.2.3 of Schedule B6.1;
<b>"Amendment Date"</b>	means 1 April 2006;
<b>"AP"</b>	means automated payment;
<b>"AP Client Delivery Agreement Change Service"</b>	means the Service referred to in line 6 of Table B of Schedule B3.1;
<b>"AP Client Specification"</b>	means a document describing an APS Client Service Type;
<b>"APACS"</b>	means the Association for Payment and Clearing Services;
<b>"AP-ADC Facility"</b>	shall have, as applicable in accordance with this Agreement, the meaning given to it in paragraph 2.2.2 of Schedule B4.2, paragraph 2.2 of Part 2 of Annex 2 to Schedule B5 and/or the facility described in paragraph 2.1.4 of Schedule B3.2;
<b>"APOP"</b>	means automated payment out-payments;
<b>"APOP Administration Workstation"</b>	an operational PC which enables administration Users to access the APOP administration service;
<b>"APOP Business Capability"</b>	means the Business Capability referred to at paragraph 2.4 of Schedule B3.2;
<b>"APOP Environment"</b>	means the infrastructure that supports one or more APOP Services comprising: <ul style="list-style-type: none"> <li>(a) the APOP database including the APOP authorisation service, and the services supported by the APOP authorisation service;</li> <li>(b) the APOP web services;</li> <li>(c) the APOP administration system; and</li> <li>(d) file transfer services between the APOP database and the Post Office Data Gateway Service";</li> </ul>

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<b>"APOP Facility"</b>	means the Horizon Application referred to at paragraph 2.3 of Schedule B4.2;
<b>"APOP Interface Specification"</b>	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);
<b>"APOP Service"</b>	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;  (d) APOP batch service;  (e) APOP archiving service;  (f) APOP housekeeping service; and  APOP reporting service;
<b>"APOP Service Definition"</b>	shall have the meaning given to it in the CCD entitled "APOP Authorisation Service Reference Manual" (AP/MAN/004);
<b>"Applicable Horizon Baseline"</b>	shall have the meaning set out in paragraph 2.1.1 of Schedule B6.1;
<b>"Applicable Services"</b>	means:  (i) from the Amendment Date until Trigger Point T6 (Counter Application Rollout Complete) the following Operational Services, Call Off Services and Horizon Applications: APS, Service Desk Service, Message Broadcast Service, LFS, NBS, Debit Card, Reconciliation Service, Reference Data Management Service, Transaction Processing Service, Management Information Service, Systems Management Service, Third Line Software Support Service, Fourth Line Applications Support, Data Centre Operations Service (including the POL FS Services and after the POLSAP R1 Go Live Date, the POLSAP Services), but excluding the POL MI, Operational Business

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	<p>Change (Branch Change) Service, Branch Network Service, Central Network Service and BNR; and</p> <p>(ii) from Trigger Point T6 (Counter Application Rollout Complete) the following Operational Services and Call Off Services: Service Desk Service, Message Broadcast Service, Reconciliation Service, Reference Data Management Service, Management Information Service, Systems Management Service, Third Line Support Service, Data Centre Operations Service (including the POL FS Services and after the POLSAP R1 Go Live Date, the POLSAP Services) but excluding the POL MI Services, Operational Business Change (Branch Change) Service, Branch Network Service, Central Network Service and Salesforce Support Service</p>
<b>"Application Interface Specification" or "AIS"</b>	means a CCD describing an interface, including, but not limited to, the definition with which data transferred across that interface must comply;
<b>"Application Services"</b>	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;
<b>"Application Support Service (Fourth Line)"</b>	means the Service referred to in row 14 of Table A of Schedule B3.1;
<b>"Applications"</b>	means the Horizon Applications and the Business Capabilities and Support Facilities;
<b>"APS" or "Automated Payment Service"</b>	means the Horizon Application referred to at (as applicable) paragraph 2.2 of Schedule B4.2 or paragraph 2 in Part 2 of Annex 2 to Schedule B5;
<b>"APS Client Service Type"</b>	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;
<b>"APS Clients"</b>	means Clients for whom Post Office provides automated payment services using the APS or the In/Out Payment Business Capability;
<b>"Architectural Solution Description"</b>	has the meaning given to it in paragraph 4.1 of Schedule B6.2;
<b>"Artefact"</b>	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;
<b>"Asset Manager"</b>	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);

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<b>"Asset Register"</b>	shall have the meaning given to it in paragraph 3.2.1 of Schedule E;
<b>"Associated Change Activities"</b>	shall have the meaning given to it in paragraph 3.1.2 of Schedule B5 and further detailed in paragraph 3.3.1 of Schedule B5;
<b>"Associated Change Development"</b>	means all of the work undertaken by Fujitsu Services pursuant to this Agreement in performing the Associated Change Activities;
<b>"Associated Change Development Charges"</b>	means the Charges for Associated Change Development calculated in accordance with the provisions of Schedule D8;
<b>"Associated Change Tasks"</b>	means the Tasks required to be performed by each Party in order to carry out the Associated Change Workstreams;
<b>"Associated Change Workstreams"</b>	means the workstreams listed in paragraph 3.3.1 of Schedule B5, as further described in Part 1 of Annex 1 to Schedule B5;
<b>"Associated Changes"</b>	means the changes to the Existing Services, Horizon Applications and Horizon Service Infrastructure effected by the performance of the Associated Change Activities;
<b>"ATM"</b>	means automated teller machine or asynchronous transfer mode as the context requires;
<b>"Audit Record Query"</b>	shall have the meaning given to it in the Service Description for the Security Management Service;
<b>"Azure Responsibilities"</b>	means each of the Post Office Responsibilities identified in Schedule A5 or classified as an Azure Responsibility in accordance with Schedule A5;
<b>"Azure Service" or "Microsoft Azure Services"</b>	means one or more of the Microsoft services and features identified at <a href="http://azure.microsoft.com/services/">http://azure.microsoft.com/services/</a> (or successor site), except where identified as licensed separately;
<b>"Audit Support Facility"</b>	means the Support Facility referred to at paragraph 3.9 of Schedule B3.2;
<b>"Back Office"</b>	means applications and operations relating to Post Office Branch business related processing;
<b>"Background IPR Purposes"</b>	shall have the meaning set out in Clause 48.8.6;
<b>"Bank Holiday"</b>	means a day on which banks in England are legally closed for business by statute or proclamation;
<b>"Banking &amp; Related Services"</b>	means Banking Functions, e-pay, Debit Card and Credit Card;

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<b>"Banking Business Capability"</b>	means the Business Capability referred to at paragraph 2.5 of Schedule B3.2;
<b>"Banking Functions"</b>	means the NBS and/or the Banking Business Capability, as applicable in accordance with this Agreement;
<b>"Banking Obligations"</b>	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;
<b>"Banking Responsibilities"</b>	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;
<b>"Banking Transaction"</b>	means the Transactions supported by the Banking Functions;
<b>"Banks"</b>	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;
<b>"Baseline"</b>	has the meaning as set out in Schedule I
<b>"Baseline 7"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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): <ul style="list-style-type: none"> <li>(i) subsequent to version 26.0 dated 3 July 2006 of the CCD List but prior to signature of CCN1200; and</li> <li>(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;</li> </ul> </li> </ul>

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<b>"BCSF Service"</b>	means the provision of the Business Capabilities and Support Facilities;
<b>"Benchmark Group"</b>	means those services against which the Benchmark Services are to be benchmarked;
<b>"Benchmark Purpose"</b>	shall have the meaning given to it in paragraph 3.1 of Schedule D6;
<b>"Benchmark Services"</b>	means the Testable Service which is the subject of Benchmarking at any one time;
<b>"Benchmarker"</b>	shall have the meaning given to it in paragraph 3.6 of Schedule D6;
<b>"Benchmarking"</b>	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;
<b>"Benchmarking Report"</b>	shall have the meaning given to it in paragraph 3.7.4 of Schedule D6;
<b>"Benefits"</b>	shall have the meaning given to it in paragraph 2.1 of Schedule D3;
<b>"BIM Report"</b>	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;
<b>"Board Review"</b>	shall have the meaning given to it in paragraph 4.1 of Annex 2 to Schedule A2;
<b>"Branch"</b>	means a post office or any other location where Post Office (whether directly or by means of Agents) transacts business with Customers;
<b>"Branch Administration Support Facility"</b>	means the Support Facility referred to at paragraph 3.2 of Schedule B3.2;
<b>"Branch Code"</b>	means FAD;
<b>"Branch Hardware Implementation Service"</b>	means the services described in Schedule B1.3;
<b>"Branch Hardware"</b>	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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<b>"Branch Infrastructure"</b>	means the Initial Branch Infrastructure and any equipment introduced in excess of the limits of Annex A to Schedule D1;
<b>"Branch Management Business Capability"</b>	means the Business Capability referred to at paragraph 2.12 of Schedule B3.2;
<b>"Branch Manager"</b>	means for each Branch, the person nominated by Post Office or the Agent for that Branch;
<b>"Branch Network Resilience Service" or "BNR"</b>	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;
<b>"Branch Network Service"</b>	means the Service referred to in row 5 of Table A of Schedule B3.1;
<b>"Branch Support Facility"</b>	means the Support Facility referred to at paragraph 3.3 of Schedule B3.2;
<b>"Branch Telecom Infrastructure"</b>	means; for Branches where the Branch Network Service and/or CMT Service are provided by Fujitsu Services means those networking elements that provide connectivity between the Branches and the Data Centre, as described in paragraph 1.3.2 of Schedule B3.3; or for Branches where Replacement Services to those of the Branch Network Service and/or CMT Service are being provided by the Next Supplier, the requisite infrastructure shall be provided by the Next Supplier, means the infrastructure provided by the Next Supplier;
<b>"Branch Trading Statement"</b>	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;
<b>"BT"</b>	means British Telecommunications plc;
<b>"Bureau"</b>	means Bureau Application or Bureau de Change Business Capability as applicable;
<b>"Bureau Application"</b>	means the B4.2 Horizon Application referred to in (as applicable) paragraph 4.4 of Schedule B4.2 or paragraph 13 of Part 2 of Annex 2 to Schedule B5;
<b>"Bureau Control Totals File"</b>	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;
<b>"Bureau de Change Business Capability"</b>	means the Business Capability referred to at paragraph 2.8 of Schedule B3.2;
<b>"Bureau Service Facility"</b>	shall have the meaning given to it in paragraph 2.8 of Schedule B3.2;

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<b>"Bureau Transaction File"</b>	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;
<b>"Bureau Type"</b>	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 functionality only; Type 2 Branches having access to buy plus limited sell functionality; and Type 3 Branches having access to full Bureau functionality;
<b>"Business Capabilities"</b>	means the business capabilities forming part of the Business Capabilities and Support Facilities;
<b>"Business Capabilities and Support Facilities"</b>	means: <ul style="list-style-type: none"> <li>(a) in the period prior to HNG-X Final Acceptance, the HNG-X Application;</li> <li>(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</li> <li>(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);</li> </ul>
<b>"Business Case"</b>	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;
<b>"Business Continuity Managers"</b>	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;
<b>"Business Continuity Plan"</b>	means a document produced by Fujitsu Services setting out Fujitsu Services' contingency or continuity plan for ensuring the ongoing operation

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	of any one or more of the Applicable Services in the event of an incident affecting business continuity;
<b>"Business Continuity Services"</b>	means the obligations to be performed by Fujitsu Services as set out in Schedule B2;
<b>"Business Equivalence Principles"</b>	shall have the meaning given to it paragraph 4.2.1 of Schedule B6.1
<b>"Business Rule"</b>	means the constraints, rules and allowable values which govern the operation of business processes and data;
<b>"Business Unit Director"</b>	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;
<b>"C4 Confirmation"</b>	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;
<b>"Call Off Charges"</b>	means any one or more of the Charges for Call Off Services set out in paragraph 7 of Schedule D1;
<b>"Call Off Services"</b>	means the services referred to in Table B of Schedule B3.1;
<b>"Capacity Addition Costs"</b>	means costs incurred in the addition of capacity under paragraph 13 of Schedule D1;
<b>"Capacity Management Service"</b>	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;
<b>"Capital Project"</b>	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
<b>"CAPO"</b>	means the Bank which supports Post Office account cards;
<b>"Cardholder Data"</b>	means the PAN or the PAN plus any of the following: <ul style="list-style-type: none"> <li>(a) cardholder name</li> <li>(b) expiration date</li> <li>(c) Service Code</li> <li>(d) start date</li> <li>(e) issue number;</li> </ul>

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<b>"Card Validation Code" or "Card Validation Value"</b>	<p>means</p> <p>(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 the stripe, and reveals any alteration or counterfeiting Referred to as CAV, CVC, CVV or CSC depending on payment card brand as follows:</p> <p>(a) CAV - Card Authentication Value (JCB payment cards)</p> <p>(b) CVC – Card Validation Code (MasterCard payment cards)</p> <p>(c) CVV – Card Verification Value (Visa and Discover payment cards)</p> <p>(d) CSC – Card Security Code (American Express)</p> <p>or</p> <p>(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:</p> <p>(a) CID – Card Identification Number (American Express and Discover payment cards)</p> <p>(b) CAV2 – Card Authentication Value 2 (JCB payment cards)</p> <p>(c) CVC2 – Card Validation Code 2 (Master Card payment cards)</p> <p>(d) CVV2 – Card Verification Value 2 (Visa payment cards);</p>
<b>"Cash and Stock Management Business Capability"</b>	means the Business Capability referred to at paragraph 2.11 of Schedule B3.2;
<b>"CCN"</b>	means a Change Control Note (q.v.);

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<b>"CCN 1600"</b>	means Change Control Note 1600 signed by the Parties on 22 February 2016;
<b>"CCN List"</b>	the CCD entitled "Application of CCNs to the Contract Baseline" (BP/CON/271);
<b>"CCN Service List"</b>	means the list in Annex D to Schedule D1;
<b>"CE Mark"</b>	means a mandatory European marking for certain product groups to indicate conformity with the essential health and safety requirements set out in European Directives;
<b>"Central Network"</b>	shall have the meaning given to it in paragraph 3.3.2(a) of Schedule B3.3;
<b>"Central Network Service"</b>	means the Service referred to in line 6 of Table A of Schedule B3.1;
<b>"Central Telecom Infrastructure"</b>	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;
<b>"Certificate of Posting" or "COP"</b>	means a printed receipt provided to a Customer as evidence of the posting of the Customer's mail;
<b>"CIT"</b>	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.
<b>"Change Control Note"</b>	means a document used in the Change Control Procedure and defined in Schedule A3;
<b>"Change Control Procedure" or "Change Control"</b>	means the procedure described in Schedule A3;
<b>"Change Request" or "CR"</b>	shall have the meaning given to it in paragraph 3.1.1.2 of Schedule A3;
<b>"Channel Integration Capability"</b>	has the meaning set out in Annex D of the CCD "Data Centre Operations Service: Service Description (SVM/SDM/SD/0003)";
<b>"Charges"</b>	means the charges payable by Post Office under this Agreement as specified in Schedule D1 or elsewhere in this Agreement;
<b>"Clean Room Rules"</b>	shall have the meaning given to it in the definitions section of Annex 2 to Schedule B6.2;
<b>"Client"</b>	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

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	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;
<b>"Client File Delivery (CFD) Support Facility"</b>	means the support facility described in 6.2 'Client File Delivery Support Facility' of Schedule B3.2;
<b>"Client Service Type"</b>	means a variant of a standard service with detailed aspects of that service customised to meet a specific Client's needs;
<b>"Client Take-On Service"</b>	means the Service referred to in line 5 of Table B of Schedule B3.1;
<b>"Cloud Services" or "K5 Cloud Services"</b>	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 ( <i>K5 Cloud Services</i> );
<b>"CMT Service"</b>	means the Service referred to in line 15 of Table A of Schedule B3.1;
<b>"Codified Agreement"</b>	shall have the meaning set out in Recital A;
<b>"Collaboration Technology"</b>	means compatible audio and video conferencing facilities between the Post Office and Fujitsu Services with the ability to share screens;
<b>"Collect and Returns"</b>	means the web service provided by Fujitsu that allows Royal Mail to offer a local collection and return service to online retailers
<b>"Commercial Leads"</b>	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;
<b>"Commercial Relationship"</b>	shall have the meaning set out in Annex 1 of Schedule A2;
<b>"Commercial Terms"</b>	means the commercial terms which form part, or are intended to form part, of a Work Order and describe the terms on which the relevant work is to be carried out or goods supplied including: <ul style="list-style-type: none"> <li>(a) the charges which are payable in respect thereof, and</li> <li>(b) any conditions which have to be fulfilled if an Agreed Form Terms &amp; Conditions or Work Order is to be valid (for example, conditions as to the time within which the proposed Agreed Form Terms &amp; Conditions signed by Post Office must be received);</li> </ul>
<b>"Committed Development Spend"</b>	has the meaning as set out in Schedule I
<b>"Committed Period"</b>	has the meaning as set out in Schedule I

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<b>"Committed Spend"</b>	has the meaning as set out in Schedule I
<b>"Common Digital Platform" ("CDP")</b>	means a platform that is external to Fujitsu Services
<b>"Common Digital Platform Adaptor" ("CDPA")</b>	means the interface that allows for the transference of data into Fujitsu Services domain via the CDP
<b>"Comparative Service Provider"</b>	means a provider of Comparative Services;
<b>"Comparative Service" or "Comparative Services"</b>	means Equivalent Services to the Benchmark Service or Competitive Tendering Service in question for which tenders will be sought in accordance with Competitive Tendering;
<b>"Compensation Amount"</b>	shall have the meaning set out in Clause 39C.8;
<b>"Competitive Tendering Services"</b>	means the Testable Service or Testable Services the subject of Competitive Tendering at any one time;
<b>"Competitive Tendering"</b>	means a formal tendering exercise as described in Schedule D6 seeking tenders from Comparative Service Providers for Comparative Services;
<b>"Component Integration and Test (CIT) Rig"</b>	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;
<b>"Conditionality Expiry Date"</b>	means 23:59:59 on 28 February 2007 or such later date as the Parties may agree;
<b>"Conditionality Period"</b>	means the period commencing on the Amendment Date and ending on the earliest to occur of the following: <ul style="list-style-type: none"> <li>- receipt by Fujitsu Services of a Funding Notice;</li> <li>- receipt by Fujitsu Services of notification in writing by Post Office that it will not deliver a Funding Notice;</li> <li>- expiry of notice to provide Purchase Order Cover; and</li> <li>- the Conditionality Expiry Date;</li> </ul>
<b>"Confidential Information"</b>	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

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	information which may reasonably be regarded as the confidential information of the disclosing Party;
<b>"Configured POL FS"</b>	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;
<b>Configured POL MI</b>	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;
<b>"Contactless Transaction"</b>	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;
<b>"Contract Controlled Document" or "CCD"</b>	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;
<b>"Contract Manager"</b>	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;
<b>"Contract Referenced Document" or "CRD"</b>	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;
<b>"Contract Reversal Adjusted Charges"</b>	shall have the meaning set out in paragraph 3.2 of Schedule A6;
<b>"Contract Reversal Initial Charge"</b>	shall have the meaning set out in paragraph 3.1 of Schedule A6;
<b>"Contracted Volume"</b>	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;

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<b>"Contractors"</b>	shall have the meaning set out in 61.4.3(b);
<b>"Core Document Set"</b>	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);
<b>"Core Team"</b>	means those personnel identified as such in the minutes of the Demand Planning Forum;
<b>"Counter Availability SLT"</b>	means the SLT relating to Counter Position availability referred to in section 2.3.4.2.2 of the CCD entitled "Branch Network: Service Description" (SVM/SDM/SD/0011);
<b>"Counter Base Unit"</b>	The PC element of the Counter Equipment;
<b>"Counter Clerk"</b>	means a person who serves Customers at Counter Positions in a Branch;
<b>"Counter Equipment"</b>	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 31 <sup>st</sup> March 2015;
<b>"Counter Gold Build"</b>	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;
<b>"Counter Position"</b>	means an IT device (with a counter identifier within the Horizon 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;
<b>"Counter Training Offices" or "CTOs"</b>	means the locations where New CTO Configurations or Old CTO Configurations are installed;
<b>"Court Case Support Services"</b>	shall have the meaning set out in Clause 25.8;
<b>"Credence/MDM Service"</b>	means the Service referred to in row 21 of Table A of Schedule B3.1 which expired on the 31 <sup>st</sup> March 2016. From 1 <sup>st</sup> 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

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	replacement Credence/MDM Service to be provided by the Next Supplier using the Change Control Procedure;
<b>"CSRDE"</b>	shall have the meaning given to it in the CCD entitled "Postal Services Business and Operational Context" (REQ/CUS/BRS/0001);
<b>"CTO Branch"</b>	means a Counter Training Office;
<b>"CTO Counter"</b>	means a simulated Counter Position in a CTO Branch;
<b>"Customer"</b>	means a person transacting, or seeking to transact, business with Post Office, through the Infrastructure;
<b>"Customer Agreement"</b>	means the standard Microsoft Cloud Agreement that Microsoft requires all customers of the Microsoft Azure Services to enter into as set out in <a href="https://msdn.microsoft.com/en-us/partner-center/agreements">https://msdn.microsoft.com/en-us/partner-center/agreements</a> (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;
<b>"Customer Content"</b>	has the meaning set out in paragraph 2.4.2 of Schedule I4 ( <i>K5 Cloud Services</i> );
<b>"Customer Session"</b>	means a set of contiguous Transactions recording business transacted by a single Customer;
<b>"D Messages"</b>	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;
<b>"D8 Charges"</b>	means the HNG-X Development Charges and the Associated Change Development Charges;
<b>"Daily Stand Up"</b>	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;
<b>"Data Centre" or "Data Centres"</b>	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;
<b>"Data Centre Operations Service"</b>	means the Service referred to in row 4 of Table A of Schedule B3.1;

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<b>"Data Controller"</b>	means Post Office or any Bank, Client or other third party who is the Data Controller (within the meaning ascribed to that expression in the Data Protection Act 1998) of any Personal Data which are processed by Fujitsu Services under the applicable provisions of this Agreement;
<b>"Data File"</b>	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;
<b>"Data Processor"</b>	shall have the meaning given thereto in the Data Protection Act 1998;
<b>"Data Reconciliation Service Host" or "DRSH"</b>	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;
<b>"DC Authorisation Agent"</b>	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));
<b>"DC Data"</b>	means any or all of the following: <ul style="list-style-type: none"> <li>(a) data transmitted and received between the DC Authorisation Agent and the Merchant Acquirer;</li> <li>(b) data transmitted and received between the DCM and the Merchant Acquirer; and</li> <li>(c) Sensitive DC Data included in a BIM Report;</li> </ul>
<b>"DC MoP"</b>	means a Method of Payment where the form of payment is a DC Token;
<b>"DC Token"</b>	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));
<b>"DC Transaction"</b>	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))
<b>"DCM"</b>	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))
<b>"DDS Commencement Date"</b>	means 1 August 2018;
<b><u>"DDS Rate Card"</u></b>	means the rate card set out in Appendix 5 ( <i>DDS Charges</i> ) of Schedule 13 (Digital Development Services);

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<b>"DDS Service Review"</b>	means the meeting described under the heading DDS Service Review in Part 1 of Appendix 4 ( <i>Governance</i> ) of Schedule I3 (Digital Development Services);
<b>"DDS Term"</b>	means the period of time from the DDS Commencement Date until 31 March 2023;
<b>"DDS Tools"</b>	means the tools listed in Appendix 6 ( <i>Tools</i> ) 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;
<b>"Debit Card"</b>	means the elements that support DC MoP, being, as applicable in accordance with this Agreement: <ul style="list-style-type: none"> <li>(a) the Horizon Application referred to at (as applicable) paragraph 2.10 of Schedule B4.2 or paragraph 9 in Part 2 of Annex 2 to Schedule B5; or</li> <li>(b) the Payment Management Business Capability;</li> </ul>
<b>"Debit Card Obligation"</b>	means each of the Post Office Responsibilities: <ul style="list-style-type: none"> <li>(a) identified in paragraphs 5.10 to 5.13 (inclusive) of Annex B to Schedule A5 (as applicable); or</li> <li>(b) classified as a Debit Card Obligation in accordance with paragraph 2 of Schedule A5;</li> </ul>
<b>"Debit Card Responsibility"</b>	means each of the Post Office Responsibilities: <ul style="list-style-type: none"> <li>(a) identified in paragraphs 5.1 to 5.9 (inclusive) of Annex B to Schedule A5 (as applicable); or</li> <li>(b) classified as a Debit Card Responsibility in accordance with paragraph 2 of Schedule A5;</li> </ul>
<b>"Decision"</b>	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;
<b>"Default"</b>	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;
<b>"Definition of Done"</b>	means, in respect of any Sprint Requirement, the criteria set out in Appendix 2 ( <i>Definition of Done</i> ) of Schedule I3 (Digital Development

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	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;
<b>"Definition of Ready"</b>	has the meaning given in paragraph 1.11 of Appendix 1 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services);
<b>"Delivered Sprint Requirement"</b>	means a Sprint Requirement that is Accepted;
<b>"Demand Forecast"</b>	means the overall forecast of demand for the Digital Development Services, including details of all Products within scope of DDS;
<b>"Demand Planning Board"</b>	Has the meaning set out in Annex 1 of Schedule A2;
<b>"Dependencies"</b>	means a Task to be performed by one Party upon which the performance of any other Task by the other Party depends, such Tasks being identifiable from the HNG-X Programme Plan and further described, as at the date of signature of CCN1200, in Part 3 of Annex 1 to Schedule B5;
<b>"Deposited Software"</b>	means all software designated as such by the Parties from time to time;
<b>"Design and Architecture Requirements"</b>	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;
<b>"Design Authority"</b>	means, as the context requires, the Post Office Design Authority or the Fujitsu Services Design Authority;
<b>"Design Limit"</b>	means each of the levels defined as such in the CCD entitled "Horizon Capacity Management and Business Volumes" (PA/PER/033);
<b>"Design Proposal"</b>	means a Work Package related development document, as further described in accordance with paragraph 8 of Schedule 20 of Baseline 7;
<b>"Design Purpose"</b>	<p>means any one or more of the following purposes:</p> <ul style="list-style-type: none"> <li>(a) to support the evaluation, selection or procurement of third party software applications or Branch Hardware for integration into the Horizon Service Infrastructure;</li> <li>(b) to assist a third party in its development of a software application or Branch Hardware for integration into the Horizon Service Infrastructure;</li> <li>(c) to assist with integration of the Horizon Service Infrastructure with other systems; and/or</li> </ul>

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	(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;
<b>"Developed Documentation"</b>	<p>means documentation, which is not Specially Written Documentation, produced by or on behalf of Fujitsu Services:</p> <p>(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</p> <p>(b) under a Work Order for Development Services, such documentation having been;</p> <p>(i) specified as a deliverable for the Post Office in that Work Order; or</p> <p>(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;</p>
<b>"Development Capacity Resources"</b>	means the Fujitsu Services resources undertaking ASM which the parties have agreed should be assigned to undertake Capital Projects.
<b>"Development Charges"</b>	means the Charges for the Development Services, as set out in paragraph 10 of Schedule D1;
<b>"Development Director"</b>	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;
<b>"Development Lifecycle Stage"</b>	shall have the meaning given to it in paragraph 4.1 of Schedule B1.1;
<b>"Development Lifecycle"</b>	shall have the meaning given to it in paragraph 4.1 of Schedule B1.1;
<b>"Development Methodology"</b>	means a set of production processes and management disciplines for the effective development and implementation of software and/or infrastructure projects;
<b>"Development Obligation"</b>	<p>means the relevant obligation imposed on Fujitsu Services when Clause 34.5.6(b) applies:</p> <p>1) in respect of the HNG-X Service Infrastructure and the Business Capabilities and Support Facilities, to comply with the System</p>

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	<p>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;</p> <p>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</p> <p>(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),</p> <p>(together the "Development Obligations");</p>
<b>"Development SAP Systems"</b>	<p>until 31 March 2014 shall have the meaning given to it in the "Data Centre Operations: Service Description" (SVM/SDM/SD/0003). From 1 April 2014 until 23:59 on the 4<sup>th</sup> October 2016 shall have the meaning given to it in the "POLSAP Applications Support Service: Service Description" (SVM/SDM/SD/2306);</p> <p>From 5<sup>th</sup> October 2016 shall have the meaning given to it in the "POLSAP Hosting Service, Service Description" (SVM/SDM/SD/2191)</p>
<b>"Development Services"</b>	shall have the meaning given to it in paragraphs 3.1 and 1.4 of Schedule B1.1;
<b>"Dialled Connection"</b>	means a network connection to a Branch to be established for the purposes of transferring data between that Branch and a Data Centre and disconnected once that data transfer is complete, including such connections established via satellite;
<b>"Digital Development Services (DDS)"</b>	Means those services described in Schedule I3 (Digital Development Services);
<b>"Digital Demand Forecasting Board"</b>	means the meeting described under the heading Digital Demand Forecasting Board in Part 1 of Appendix 4 ( <i>Governance</i> ) of Schedule I3 (Digital Development Services);

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<b>"Dispute"</b>	means any dispute arising out of or in connection with this Agreement;
<b>"Dispute Owner"</b>	shall have the meaning given to it in paragraph 5.1.1 of Annex 2 to Schedule A2;
<b>"Dispute Resolution Procedure" or "DRP"</b>	means the procedure set out in Annex 2 to Schedule A2;
<b>"Disputed Banking Transaction Notice"</b>	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);
<b>"Disrupted Spirit"</b>	has the meaning given in paragraph 11.4 of Schedule I3 (Digital Development Services);
<b>DIW</b>	Means the Dynamic Information Warehouse application developed on behalf of Post Office and hosted by Fujitsu Services;
<b>"DOORS"</b>	means the requirements management tool used by Post Office for version control and management of requirements;
<b>"Downtime"</b>	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;
<b>"DR Data Centre"</b>	means the Data Centre described as such in sections 2.9 and 3.9 in the Service Description for the Data Centre Operations Service;
<b>"DRP"</b>	means the Dispute Resolution Procedure;
<b>"DUKPT"</b>	means derived unique key per transaction;
<b>"DVLA"</b>	means the Driver and Vehicle Licensing Agency;
<b>"DVLA Licensing Business Capability"</b>	means the Business Capability referred to at paragraph 2.6 of Schedule B3.2;
<b>"DVLA On-line Link"</b>	means the communication links between the Data Centres and the systems of the Driver and Vehicle Licensing Agency;

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<b>"DVLA POME"</b>	means (as applicable) the enquiry service described in paragraph 2.2.6 of Schedule B4.2 or paragraph 2.5 of Part 2 of Annex 2 to Schedule B5;
<b>"EDG"</b>	means Post Office's external data gateway for routing Transaction data from the Infrastructure to Clients;
<b>"EIR"</b>	means the Environmental Information Regulations 2004;
<b>"Electronic Top-Up Business Capability"</b>	means the Business Capability referred to at paragraph 2.7 of Schedule B3.2;
<b>"EMIS"</b>	means the electronic management information service provided by the Merchant Acquirer;
<b>"EMV"</b>	means the Europay Mastercard Visa standard for financial smart cards;
<b>"End Point"</b>	means the starting point of a file transferred into PODG or the destination point of a file transferred from PODG;
<b>"End to End Banking"</b>	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;
<b>"End to End Services"</b>	means the end-to-end systems and services (of which the Infrastructure and the Services form part) required to deliver services to Customers;
<b>"End User"</b>	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;
<b>"Engineering Service"</b>	<p>means the Service referred to in row 2 of Table A of Schedule B3.1; until the 31<sup>st</sup> March 2015, thereafter the Engineering Service shall, if required by Post Office, be replaced by a service similar to the Engineering Service to be provided by the Next Supplier. From 1<sup>st</sup> April 2015, where reference is made to Engineering Service in a remaining Service Description then to the extent to which:</p> <ol style="list-style-type: none"> <li>1. Fujitsu 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's delivery of the Service;</li> <li>2. Where there is the requirement for an interface between the Service and the replacement Engineering Service, then Fujitsu 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;</li> </ol>

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<b>"e-pay"</b>	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);
<b>"EPOSS"</b>	means the Horizon Application referred to at (as applicable) paragraph 2.1 of Schedule B4.2 or paragraph 1 in Part 2 of Annex 2 to Schedule B5;
<b>"Equipment"</b>	<ol style="list-style-type: none"> <li>1. In the period up to 31<sup>st</sup> 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;</li> <li>2. In the period from 1<sup>st</sup> April 2015, any physical hardware (including, without limitation, supply cords, interface cables and cords, User-installable components and peripherals) forming part of the Infrastructure supplied by Fujitsu Services;</li> </ol>
<b>"Equivalent Services"</b>	<p>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:</p> <ol style="list-style-type: none"> <li>(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</li> <li>(b) achieve the same or substantially the same Service Levels as those applicable in respect of that Testable Service;</li> </ol>
<b>"Escher"</b>	means Escher Group Ltd, having its principal office at 101 Main Street, Cambridge, Mass. 02142;
<b>"Escher Confidential Information"</b>	means the information referred to in paragraph 2.2 of Schedule C3;
<b>"Escher Software User"</b>	<p>means:</p> <ol style="list-style-type: none"> <li>(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</li> <li>(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;</li> </ol>

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<b>"Escher Upgrade Software"</b>	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;
<b>"Estimating Methodology"</b>	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;
<b>ETL</b>	Means the Extract, Transform and Load application developed on behalf of Post Office and hosted by Fujitsu Services;
<b>"ETU" or "ETU Application"</b>	means, as applicable in accordance with this Agreement:  (a) the Horizon Application referred to in (as applicable) paragraph 4.3 of Schedule B4.2 or paragraph 12 of Part 2 of Annex 2 to Schedule B5; and/or  (b) the Electronic Top-Up Business Capability;
<b>"ETU Agent"</b>	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;
<b>"ETU Authorisation"</b>	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;
<b>"ETU C0 Confirmation"</b>	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;
<b>"ETU C0"</b>	means a priority message automatically generated following a counter timeout for transmission from a Branch to an ETU Agent;
<b>"ETU C1 Confirmation"</b>	means a confirmation message written by the ETU Counter Application during an ETU Transaction when that ETU Transaction has been completed;
<b>"ETU Counter Application"</b>	means the application software that contains the business logic controlling the dialogue with Users of the ETU;
<b>"ETU Decline"</b>	means an instruction contained in an ETU Authorisation to refuse an ETU Transaction received from e-pay. "Declined" and "Declining" as used in the

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	CCD entitled "ETU Definition" (BP/SPE/044) shall be construed accordingly;
<b>"ETU Receipt"</b>	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;
<b>"ETU Request"</b>	means a priority request message generated for transmission from a Branch to e-pay in order to undertake an ETU Transaction for a Customer;
<b>"ETU Reversal"</b>	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;
<b>"ETU System"</b>	means the elements of the Infrastructure and the ETU Counter Application which support operational use of the ETU Application;
<b>"ETU Token"</b>	means a Token supported by ETU, as described in paragraph 5.2.1 of the CCD entitled "ETU Definition" (BP/SPE/044);
<b>"ETU Transaction"</b>	means any one or more of the following Transactions supported by ETU: <ul style="list-style-type: none"> <li>(a) the purchase of a card based top-up product;</li> <li>(b) the purchase of a card based PIN product;</li> <li>(c) the purchase of a PIN/e-voucher product;</li> <li>(d) the refund of a card based Transaction;</li> <li>(e) the refund of a PIN/e-voucher Transaction;</li> </ul>
<b>"Event"</b>	means a recorded and auditable instance of business administration activity, such as the registration of a new User, or the production of a Report;
<b>"Executive Review"</b>	shall have the meaning given to it in paragraph 3.1 of Annex 2 to Schedule A2;
<b>"Existing Equipment"</b>	means the Counter Equipment at the Amendment Date;
<b>"Existing Functionality"</b>	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;
<b>"Existing Licences"</b>	means in respect of:

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	<p>(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</p> <p>(b) Mails Product, the applicable licensing provisions of the agreement between Fujitsu Services and Escher dated 20 December 2002;</p>
<b>"Existing Services"</b>	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;
<b>"Exit Plan" or "Exit Plans"</b>	means the General Exit Plan and/or the HNG-X Exit Plan (as applicable);
<b>"Exit Scenario"</b>	shall have the meaning given to it in paragraph 3.2.3(a) of Schedule E;
<b>"Exit Strategy"</b>	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;
<b>"Expected Engineering Volume"</b>	has the meaning given in paragraph 5.12.4 of Schedule D1;
<b>"Expert"</b>	shall have the meaning given to it in paragraph 7.1 of Annex 2 to Schedule A2;
<b>"Expired Services"</b>	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 and the Salesforce Support Service;
<b>"Expiring Services"</b>	<p>means:</p> <p>(i) Engineering Service, and Service Desk Service each of which have an expiry date of 31st March 2015; and</p> <p>(ii) POLSAP Applications Support Service which has an expiry date of 23:59 on the 4<sup>th</sup> October 2016; and</p> <p>(iii) CMT Service which has an expiry date of 31st March 2018; and</p> <p>(iv) Salesforce Support Service which has an expiry date of 31st March 2016; and</p> <p>(v) POLSAP Hosting Service which has an expiry date of 31<sup>st</sup> March 2019; and</p>

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	<p>(vi) Credence/ MDM Service which has an expiry date of 31st March 2016; and</p> <p>(vii) Operational Business Change (Branch Change) Service, which has an expiry date of 31st March 2023 ;</p> <p>(viii) Branch Network Service which has an expiry date of 31st March 2018.</p>
<b>"Expiry Date"</b>	means the offer expiry date specified in the Commercial Terms for a Work Package or Work Package Element;
<b>"Expiry Licence Fee"</b>	means the fee payable by Post Office to Fujitsu Services under Clause 30.19.1 or Clause 30.19.3 (as applicable);
<b>"Facilitator"</b>	has the meaning given to it in paragraph 3.4 of Annex 2 to Schedule A2;
<b>"FAD"</b>	means a unique code that identifies a particular Branch;
<b>"Failure Event"</b>	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');
<b>"File Management Support Facility"</b>	means the Support Facility referred to at paragraph 3.5 of Schedule B3.2;
<b>"Final Period"</b>	shall have the meaning set out in paragraph 2.4 of Schedules C1 or B4.4, as applicable;
<b>"Financial Year"</b>	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;
<b>"Fixed Connection"</b>	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;
<b>"FOIA"</b>	means the Freedom of Information Act 2000;
<b>"FOIA Order"</b>	shall have the meaning given to it in paragraph 2.9.5 of Schedule A4;
<b>"Force Majeure"</b>	shall have the meaning set out in Clause 60.1;
<b>"Framework"</b>	means the Software referred to as such and identified in row 5 of Table 1 of Schedule B4.1 or row 3 of Table 4 of Schedule C3 (as applicable);

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<b>"Framework Agreement"</b>	shall have the meaning set out in Clause 61.4.3(b);
<b>"Fraud Event"</b>	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;
<b>"FRIACO"</b>	means flat rate internet access call origination;
<b>"FS Listed Personnel"</b>	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;
<b>"FS Task"</b>	means a Task to be performed by Fujitsu Services;
<b>"Fujitsu Background IPR"</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) Post Office Foreground IPR;</li> <li>(b) Licensed IPR; and</li> <li>(c) all IPR required to be assigned to Post Office pursuant to Clause 29;</li> </ul>
<b>"Fujitsu Dependency"</b>	<p>means with respect to:</p> <ul style="list-style-type: none"> <li>(a) Post Office (including the Post Office Service Integrator to the extent to which it acts as the managing partner of Post Office): <ul style="list-style-type: none"> <li>1. a current Fujitsu Services obligation under this Agreement (including as set out in Schedule F); and</li> <li>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</li> </ul> </li> </ul>

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	<p>(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:</p> <ol style="list-style-type: none"> <li>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</li> <li>2. additional obligations which the parties agree as part of the impact analysis;</li> </ol>
<b>"Fujitsu Developed Documentation"</b>	means Developed Documentation that is not Post Office Developed Documentation;
<b>"Fujitsu Global Cloud Service"</b>	means Fujitsu Services' commodity infrastructure as a service offering as more particularly described in the service description available at <a href="http://globalcloud.uk.fujitsu.com">http://globalcloud.uk.fujitsu.com</a> ;
<b>"Fujitsu Guarantees"</b>	means the Fujitsu Services Holdings guarantee dated 31 December 2002 and the Fujitsu Limited guarantee dated 31 December 2002;
<b>"Fujitsu Personnel"</b>	means employees of Fujitsu Services , its agents, its consultants and its sub-contractors and of any other person who provide or are involved in the provision of the Services;
<b>"Fujitsu Service Cost"</b>	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;
<b>"Fujitsu Services"</b>	means Fujitsu Services Limited;
<b>"Fujitsu Services Acceptance Manager"</b>	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;
<b>"Fujitsu Services Change Control Manager"</b>	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;

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<b>"Fujitsu Services Group"</b>	means Fujitsu Services Holdings plc and its subsidiaries;
<b>"Fujitsu Services Project Manager"</b>	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;
<b>"Fujitsu Services Support Engineer"</b>	means an engineer employed directly by Fujitsu Services or its supplier(s) with responsibility including the diagnosis, repair and/or swap of Branch equipment;
<b>"Fujitsu Services SIP Team Member"</b>	shall have the meaning given to it in paragraph 2.1 of Schedule B1.2;
<b>"Fujitsu Services' Design Authority"</b>	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;
<b>"Fujitsu Services' HNG-X Acceptance Manager"</b>	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;
<b>"Fujitsu Services' HNG-X Programme Manager"</b>	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;
<b>"Fujitsu Services' Offshore Design Authority"</b>	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;
<b>"Fujitsu Services' Offshore Project Manager"</b>	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;
<b>"Fujitsu Services' SI Director"</b>	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;
<b>"Fujitsu Services' Software"</b>	<p>means software used by Fujitsu Services in connection with the provision of Services and:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in which the Intellectual Property Rights are wholly owned by a member or members of the Fujitsu Services Group,</li> </ul> <p>including, without limitation, the software which is identified as Fujitsu Services Software in the CCD entitled "Transfer Asset Register" (COM/MGT/REP/0001);</p>
<b>"Fujitsu Support Applications"</b>	means the software listed in Schedule G, Annex 1;

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<b>"Full Track"</b>	means the entire contents of track 1, 2 or 3 from the magnetic stripe or chip on a Token;
<b>"Functional Requirements"</b>	means the HNG-X Requirements described in paragraph 4.2 of Schedule B6.1;
<b>"Functional Requirements Definition Process"</b>	means the process for the refinement of Functional Requirements set out or referred to in Part 1 of Annex 11 to Schedule B6.1;
<b>"Funding Notice"</b>	means a notice delivered by Post Office to Fujitsu Services and expressed to be a Funding Notice given pursuant to Clause 1.1;
<b>"Gain Share"</b>	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;
<b>"General Exit Plan"</b>	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;
<b>"Generic Web Service (GWS) Client"</b>	means Clients for whom Post Office provides services using the Generic Web Service Business Capability;
<b>"Generic Web Service (GWS) Support Facility"</b>	means the support service described in section 6.4 'Generic Web Service Support Facility' of Schedule B3.2;
<b>"Good Industry Practice"</b>	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;
<b>"Good Professional Practice"</b>	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;
<b>"Governmental Regulation"</b>	means any United Kingdom primary legislation and any United Kingdom secondary legislation;
<b>"GPRS"</b>	means general packet radio service;

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<b>"Group Commercial and Legal Director"</b>	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.
<b>"GSM"</b>	means global system for mobile communications;
<b>"GSM Connection"</b>	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;
<b>"GSM CSD Connection"</b>	means a GSM network connection to a single counter Branch which uses circuit switched data (CSD) technology and is intended to be permanently installed;
<b>"Guarantor"</b>	means either of Fujitsu Services Holdings Plc or Fujitsu Limited;
<b>"H&amp;HNG Systems Integration"</b>	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;
<b>"Hard Cap"</b>	shall have the meaning given to it in paragraph 1.3.4 of Schedule D8;
<b>"Hardware"</b>	means any hardware used by Fujitsu Services to provide Services under this Agreement;
<b>"Hardware Impact Assessment"</b>	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);
<b>"Hardware Implementation"</b>	means Hardware Impact Assessment and Implementation Support (as described under Schedule B1.3 but procured under Schedule B1.1);
<b>"Hardware Procurement"</b>	means the procurement of Branch Hardware or Stand-Alone Hardware;
<b>"Head of Change and IS"</b>	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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<b>"Head Office Counter Position"</b>	means a single position gateway configuration or a multi-position gateway configuration to be installed in Post Office office premises that are not Branches;
<b>"Help Desk" or "Helpdesk" or "Horizon System Help Desk"</b>	means Service Desk provided by Fujitsu until the 2 <sup>nd</sup> July 2014
<b>"HNG-X Acceptance Board"</b>	means the board described as such in paragraph 3.1.2 of Schedule B6.3;
<b>"HNG-X Acceptance Criterion"</b>	shall have the meaning given to it in paragraph 2.3 of Schedule B6.3;
<b>"HNG-X Acceptance Dispute"</b>	shall have the meaning given to it in paragraph 7.1 of Schedule B6.3;
<b>"HNG-X Acceptance Dispute Board"</b>	means the board set out at Schedule A2, Annex 1;
<b>"HNG-X Acceptance Gateway"</b>	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;
<b>"HNG-X Acceptance Incident Collection"</b>	shall have the meaning ascribed to it in paragraph 2.8 of Schedule B6.3;
<b>"HNG-X Acceptance Incident"</b>	shall have the meaning ascribed to it in paragraph 2.7 of Schedule B6.3;
<b>"HNG-X Acceptance Managers"</b>	means the Fujitsu Services' HNG-X Acceptance Manager and the Post Office HNG-X Acceptance Manager;
<b>"HNG-X Acceptance Method"</b>	shall have the meaning ascribed to it in paragraph 2.4 of Schedule B6.3;
<b>"HNG-X Acceptance Plan"</b>	means a plan produced and agreed in accordance with paragraph 2.10 of Schedule B6.3;
<b>"HNG-X Acceptance Process"</b>	means the acceptance process for the HNG-X System set out or referred to in Schedule B6.3;
<b>"HNG-X Acceptance Process Stage"</b>	means a stage in the HNG-X Acceptance Process referred to in paragraph 2.2.4 of Schedule B6.3;
<b>"HNG-X Acceptance Testing Evidence"</b>	shall have the meaning given to it in paragraph 5.1 of Schedule B6.3;

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<b>"HNG-X Acceptance Tracking"</b>	means the tracking of the HNG-X Acceptance Process as described in paragraph 2.5 of Schedule B6.3;
<b>"HNG-X Acceptance Tracking Document"</b>	shall have the meaning given to it in paragraph 2.5 of Schedule B6.3;
<b>"HNG-X Application"</b>	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;
<b>"HNG-X Assumptions"</b>	means the assumptions and constraints set out in: <ul style="list-style-type: none"> <li>(a) the CCDs referred to in Annexes 4, 6 and 8 to Schedule B6.1;</li> <li>(b) Annex 12 to Schedule B6.1; and</li> <li>(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);</li> </ul>
<b>"HNG-X Authority Level 1"</b>	means the Post Office HNG-X Programme Manager and the Fujitsu Services' HNG-X Programme Manager;
<b>"HNG-X Authority Level 2"</b>	means the Post Office Delivery, Integration and Assurance Manager and the Fujitsu Services SI Director;
<b>"HNG-X Baseline Open Book Information"</b>	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;
<b>"HNG-X Central Infrastructure"</b>	means all of the equipment installed in the Data Centres to provide the Business Capabilities and Support Facilities;
<b>"HNG-X Date"</b>	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);
<b>"HNG-X Design Walkthrough"</b>	means an HNG-X Acceptance Method described as such in Annex C of Schedule B6.3;
<b>"HNG-X Development"</b>	means all of the following work undertaken by Fujitsu Services pursuant to this Agreement: <ul style="list-style-type: none"> <li>(a) all design, development and testing in accordance with Schedule B5 and Schedules B6.1 and B6.2, other than Associated Change Development;</li> </ul>

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	<p>(b) all work and activities connected with achievement of HNG-X Initial Acceptance and HNG-X Final Acceptance;</p> <p>(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;</p> <p>(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;</p>
<b>"HNG-X Development Charges"</b>	means the Charges for HNG-X Development calculated in accordance with the provisions of Schedule D8;
<b>"HNG-X Development Completion"</b>	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;
<b>"HNG-X Development Period"</b>	means the period commencing on the date signature of CCN 1200 and ending on the completion of HNG-X Development;
<b>"HNG-X Document Review"</b>	means an HNG-X Acceptance Method described as such in Annex C of Schedule B6.3;
<b>"HNG-X Exit Plan"</b>	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;
<b>"HNG-X Final Acceptance"</b>	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;
<b>"HNG-X Final Acceptance Date"</b>	means the date on which HNG-X Final Acceptance is achieved;
<b>"HNG-X Final Development Charge Date"</b>	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;
<b>"HNG-X High Level Test Plans" or "HNG-X HLTP"</b>	shall have the meaning ascribed to it in paragraph 2.6 of Schedule B6.3;
<b>"HNG-X High Severity Acceptance Incident"</b>	means an HNG-X Acceptance Incident categorised as 'High' in accordance with Annex A of Schedule B6.3;

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<b>"HNG-X Initial Acceptance"</b>	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;
<b>"HNG-X Initial Acceptance Date"</b>	means the date on which HNG-X Initial Acceptance is achieved;
<b>"HNG-X Low Severity Acceptance Incident"</b>	means an HNG-X Acceptance Incident categorised as 'Low' in accordance with Annex A of Schedule B6.3;
<b>"HNG-X Medium Severity Acceptance Incident"</b>	means an HNG-X Acceptance Incident categorised as 'Medium' in accordance with Annex A of Schedule B6.3;
<b>"HNG-X Migration Assumptions"</b>	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);
<b>"HNG-X Minor Concession"</b>	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;
<b>"HNG-X Monitoring"</b>	means an HNG-X Acceptance Method described as such in Annex C of Schedule B6.3;
<b>"HNG-X PCI Date"</b>	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;
<b>"HNG-X Programme Change Assessment"</b>	means the assessment procedure described in paragraph 3 of Part 5 of Annex 11 to Schedule B6.1;
<b>"HNG-X Programme Change Authority"</b>	means the body described in paragraph 1.2 of Part 5 of Annex 11 to Schedule B6.1;
<b>"HNG-X Programme Plan"</b>	means the plan for the fulfilment of each Party's obligations under this Agreement in relation to Project HNG-X and certain of the Associated Change Activities, the initial version of which at Level 2 (as at the date of signature of CCN1246) is set out in Part 2 of Annex 1 to Schedule B5, as the same is maintained and varied from time to time (as a plan, separate from Schedule B5) in accordance with the provisions of this Agreement and, in particular, Schedule B6.2;
<b>"HNG-X Programme Requirements Change Control Process"</b>	means the process described in Part 5 of Annex 11 to Schedule B6.1;

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<b>"HNG-X Project Activities"</b>	has the meaning set out in paragraph 3.1.1 of Schedule B5 and further detailed in paragraph 3.2.1 of Schedule B5;
<b>"HNG-X Project Price"</b>	shall have the meaning given to it in paragraph 1.3.1 of Schedule D8;
<b>"HNG-X Project Tasks"</b>	means the Tasks required to be performed by each Party in order to carry out the HNG-X Project Workstreams;
<b>"HNG-X Project Workstreams"</b>	means the workstreams listed in paragraph 3.2.1 of Schedule B5, as further described in Part 1 of Annex 1 to Schedule B5;
<b>"HNG-X Rectification Plan"</b>	means a plan referred to in paragraph 6.4.1 of Schedule B6.3;
<b>"HNG-X Release Validation"</b>	means an HNG-X Acceptance Method described as such in Annex C of Schedule B6.3;
<b>"HNG-X Requirement"</b>	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;
<b>"HNG-X Requirements Assurance"</b>	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;
<b>"HNG-X Requirements Baseline Process"</b>	means the process described in Part 2 of Annex 11 to Schedule B6.1;
<b>"HNG-X Requirements Catalogue Draft at Contract"</b>	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;
<b>"HNG-X Requirements Catalogue"</b>	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 Methods, associated agreed Fujitsu Services compliance statements and associated agreed caveats to full compliance;
<b>"HNG-X Requirements Catalogue, version 1"</b>	means an extract of the HNG-X Requirements Catalogue from DOORS at the end of the Requirements Stage;
<b>"HNG-X Service Infrastructure"</b>	means <ol style="list-style-type: none"> <li>1. In the period up to 31<sup>st</sup> March 2015, the Branch Infrastructure, the HNG-X Central Infrastructure and the HNG-X Telecommunications Infrastructure;</li> </ol>

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	2. In the period from 1 <sup>st</sup> April 2015, the HNG-X Central Infrastructure and the HNG-X Telecommunications Infrastructure;
<b>"HNG-X Services"</b>	means the Operational Services, Call Off Services, Service Integration Services, Third Party Management Services and BCSF Services;
<b>"HNG-X Solution Assurance"</b>	means the process described in paragraph 5 of Schedule B6.2;
<b>"HNG-X Solution Test"</b>	means an HNG-X Acceptance Method described as such in Annex C of Schedule B6.3;
<b>"HNG-X Stage Progression"</b>	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;
<b>"HNG-X Sub-contractor"</b>	means any of the Sub-contractors identified as such in the table in paragraph 2 of Schedule C2;
<b>"HNG-X System"</b>	means the HNG-X Service Infrastructure together with the Business Capabilities and Support Facilities installed on the HNG-X Service Infrastructure;
<b>"HNG-X T&amp;M Budget"</b>	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);
<b>"HNG-X Telecommunications Infrastructure"</b>	for Branches where the Branch Network Service and/or CMT Service are provided by Fujitsu Services, means the Branch Telecom Infrastructure and the Central Telecom Infrastructure; or for Branches where Replacement Services to those of the Branch Network Service and/or CMT Service are being provided by the Next Supplier, means the Central Telecom Infrastructure;
<b>"HNG-X Termination Charge"</b>	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;
<b>"HNG-X Test Infrastructure"</b>	Means the SV&I Rig, Integration (INT) Rig and Component Integration and Test (CIT) Rig
<b>"HNG-X Third Party Software"</b>	means any software identified as such in Schedule C3;

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<b>"HNG-X User Interface" or "HNG-X UI"</b>	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;
<b>"Horizon Application"</b>	means software which performs or supports a specific business function at a Branch or in the Back Office and which operates on the Horizon Service Infrastructure, including (without limitation):  (a) those applications listed in (as applicable) Schedule B4.2 or Part 2 of Annex 2 to Schedule B5; or  (b) any applications of a similar nature;
<b>"Horizon Audit Facility"</b>	means the Horizon Application referred to at paragraph 2.8 of Schedule B4.2;
<b>"Horizon Central Infrastructure"</b>	means the Horizon Initial Central Infrastructure and any additional hardware and software which is introduced prior to the occurrence of Trigger Point T5 (Data Centre Ready for HNG-X) other than any hardware or software introduced pursuant to paragraph 2.4 of Schedule B4.3;
<b>"Horizon Counter Position"</b>	means a Counter Position, or a similarly automated position at a CTO or at head office premises used by Post Office;
<b>"Horizon Design Documentation"</b>	means Internal Design Documentation and Specially Commissioned Design Documentation;
<b>"Horizon Icon Service"</b>	means the Service referred to in row 7 of Table B of Schedule B3.1;
<b>"Horizon Initial Central Infrastructure"</b>	shall have the meaning specified in paragraph 2.3 of Schedule B4.3;
<b>"Horizon IPR Materials"</b>	has the meaning specified in Clause 30.19.7;
<b>"Horizon Materials"</b>	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;
<b>"Horizon PCI Rollout"</b>	means the rollout of PCI changes to Horizon Counter Positions as described in the CCD entitled "Security Constraints" (ARC/SEC/ARC/0001);
<b>"Horizon Reconciliation Facility"</b>	means the Horizon Application referred to at paragraph 2.9 of Schedule B4.2;

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<b>"Horizon Service Infrastructure"</b>	<p>means</p> <p>(a) In the period up to 31<sup>st</sup> March 2015, the Branch Infrastructure, the Horizon Central Infrastructure and the Horizon Telecommunications Infrastructure;</p> <p>(b) In the period from 1<sup>st</sup> April 2015, the HNG-X Service Infrastructure</p>
<b>"Horizon Software"</b>	<p>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:</p> <p>(i) the Fujitsu Background IPR;</p> <p>(ii) the Internal Code;</p> <p>(iii) the Fujitsu Developed Documentation;</p> <p>(iv) the Fujitsu Services Software;</p> <p>(v) the Listed Documentation; and</p> <p>(vi) the Licensed IPR,</p> <p>but excluding (without prejudice to any right, title or interest Post Office may have in respect of such items pursuant to this Agreement):</p> <p>(i) the Fujitsu Support Applications;</p> <p>(ii) the Specified Third Party Software; and</p> <p>(iii) any software, databases and documentation in which the Intellectual Property Rights and database rights are owned by Post Office;</p>
<b>"Horizon Software IPR"</b>	<p>means the Intellectual Property Rights and database rights subsisting in the Horizon Software;</p>
<b>"Horizon Telecommunications Infrastructure"</b>	<p>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;</p>
<b>"Horizon Third Party Software"</b>	<p>means any software identified as such in Schedule B4.1;</p>

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<b>"HSCSD"</b>	means High Speed Circuit Switched Data;
<b>"HSM"</b>	means the hardware security module in which PINs are translated prior to transmission of encrypted data from the Infrastructure to the Banks;
<b>"Human Computer Interface" or "HCI"</b>	means the interface between the computer systems and Users;
<b>"Icon Business Change CCDs"</b>	means the CCDs entitled "Horizon Icon Service Description" (CS/PDN/018) and "Horizon Icon Service Prices" (CS/PDN/019)
<b>"IDS"</b>	has the meaning set out in paragraph 2.5.1 of Schedule I4 ( <i>K5 Cloud Services</i> );
<b>"Implementation"</b>	means all or any of the following activities: (a) Hardware Procurement; (b) Implementation Support; (c) Installation Management; and (d) Installation;
<b>"Implementation Support"</b>	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;
<b>"In/Out Payment Business Capability"</b>	means the Business Capability referred to at paragraph 2.3 of Schedule B3.2;
<b>"Incident"</b>	an unplanned interruption to Business Capabilities and Support Facilities and associated POL Service Types or failure of a component of any of the above.
<b>"Incident"</b>	means any perceived abnormal or undesirable occurrence relating to the Services;
<b>"Indemnified Party"</b>	shall have the meaning given to it in Clause 34.9;
<b>"Indemnifying Party"</b>	shall have the meaning given to it in Clause 34.9;
<b>"Independent Adviser"</b>	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;
<b>"Indexed Charges"</b>	shall have the meaning set out in paragraph 16.1 of Schedule D1;
<b>"Information Condition"</b>	shall have the meaning set out in Clause 43.12;
<b>"Infrastructure"</b>	means any of the infrastructure used by Fujitsu Services at the relevant time to deliver the Services, being any of the Horizon Service Infrastructure, the HNG-X Service Infrastructure or, during the Roll Out Phase, the

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	<p>combination of elements of the Horizon Service Infrastructure and the HNG-X Service Infrastructure (as applicable);</p> <p>For the avoidance of doubt, it is noted that from 1<sup>st</sup> April 2015 the definitions of Horizon Service Infrastructure and HNG-X Service Infrastructure changed.</p>
<b>"Infrastructure Services"</b>	means OPS and TMS (including, for the avoidance of doubt, the characteristics which are common to each as described in (as applicable) paragraph 6 of Schedule B4.3 or paragraph 4 of Part 1 of Annex 2 to Schedule B5), the provision of which shall cease at Trigger Point T6 (Counter Application Rollout Complete);
<b>"Initial Branch Infrastructure"</b>	shall have the meaning specified in paragraph 2.1.1 of Schedule B3.4;
<b>"Initial Horizon Application"</b>	means EPOSS, APS, LFS, Message Broadcast, NBS and the Horizon Application element of Debit Card and Reference Data Management;
<b>"Inner Core Team"</b>	means those personnel identified as such in the minutes of the Demand Planning Forum;
<b>"In-Scope Employees"</b>	shall have the meaning set out in Clause 75.15;
<b>"Installation"</b>	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;
<b>"Installation Management"</b>	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;
<b>"INT"</b>	means a testing process used to validate platform and software integration, packaging, provisioning distribution and installation, before software reaches the formal test environments;
<b>"Integration (INT) Rig"</b>	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;
<b>"Intellectual Property Rights" or "IPR"</b>	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);
<b>"Interface Costs"</b>	means Interface Establishment Costs and Interface Operational Costs;

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<b>"Interface Establishment Costs"</b>	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);
<b>"Interface Operational Costs"</b>	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);
<b>"Interim Applications Support and Maintenance Service (ASM)"</b>	means the Applications Support and Maintenance Service as described within Schedule I2 (Application Support and Maintenance)
<b>"Internal Code"</b>	means machine readable software (including PIN Pad firmware) supplied as an integral part of the Hardware and not listed in this Agreement;
<b>"Internal Design Documentation"</b>	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;
<b>"Investment Recovery"</b>	shall have the meaning given to it in paragraph 4.2.1 of Schedule D3;
<b>"Invoicing Period"</b>	shall have the meaning set out in paragraph 6.1.3 of Schedule D2;
<b>"ISDN"</b>	means integrated services digital network;
<b>"Issuer Identification Number" or "IIN"</b>	means the identification number ascribed to an issuer of a magnetic card or similar token by APACS;
<b>"IT"</b>	means information technology;
<b>"IT Infrastructure Library" or "ITIL"</b>	means a series of industry standard documents used to aid implementation of a framework for IT services management;
<b>"Joint Objectives"</b>	shall have the meaning given to it in Recital (E);
<b>"Key Individual"</b>	means a natural person employed or engaged by either Party and: <ul style="list-style-type: none"> <li>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</li> <li>ii) in the case of Post Office, 20 per cent. or more of whose work facilitates the receipt by Post Office of the Services,</li> </ul>

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	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;
<b>"Key Management System" or "KMS"</b>	means the management of security keys;
<b>"Key Personnel"</b>	means the specific personnel listed in the CCD entitled "Fujitsu Services Key Personnel" (HR/CON/001);
<b>"Known Error Log (KEL)"</b>	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
<b>"LAN"</b>	means local area network;
<b>"Leased Fixed Circuits"</b>	
<b>"Level"</b>	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);
<b>"LFS"</b>	means the Horizon Application referred to at (as applicable) paragraph 2.4 of Schedule B4.2 or paragraph 3 in Part 2 of Annex 2 to Schedule B5;
<b>"LIBOR"</b>	means the London InterBank Offered Rates;
<b>"Licence Date"</b>	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);
<b>"Licensed IPR"</b>	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: <ul style="list-style-type: none"> <li>(a) the Post Office Foreground IPR; and</li> <li>(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;</li> </ul>
<b>"Licensed Persons"</b>	shall have the meaning given to it in paragraph 2.2.1 of Schedule B4.1;
<b>"LINK" or "LiNK"</b>	means the branded and shared network of cash machines and self-service terminals of certain member banks and building societies in the UK, which

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	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;
<b>"Liquidated Damages Threshold" or "LDT"</b>	shall have the meaning given to it in (as applicable) paragraph 1.2.2 of Schedule C1 or paragraph 1.2.2 of Schedule B4.4;
<b>"Listed Documentation"</b>	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;
<b>"Live Monitoring"</b>	means the HNG-X Acceptance Process Stage referred to in paragraph 2.2.4.3 of Schedule B6.3;
<b>"Live Pilot"</b>	means the HNG-X Acceptance Process Stage referred to in paragraph 2.2.4.2 of Schedule B6.3;
<b>"Live System Test (LST) Rig"</b>	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;
<b>"Local Allowance"</b>	Means: 1. In the period up to 31 <sup>st</sup> March 2015, the allowable time for any failure of the Branch Infrastructure and/or the Branch Telecom Infrastructure; 2. In the period from 1 <sup>st</sup> April 2015, the allowable time for any failure of the Branch Telecom Infrastructure.
<b>"Local Failure"</b>	Means: 1. In the period up to 31 <sup>st</sup> March 2015, a failure of the Branch Infrastructure and/or the Branch Telecom Infrastructure and 2. In the period from 1 <sup>st</sup> April 2015, a failure of the Branch Telecom Infrastructure;
<b>"Local Loop"</b>	Means, in respect of each Branch, the ISDN, PSTN or ADSL (as applicable) socket in that Branch and its connection to the Central Network;
<b>"Losses"</b>	shall have the meaning set out in Clause 43.1;
<b>"Lower Target Price"</b>	has the meaning given to it in paragraph 1.3.1 of Schedule D8;
<b>"LREC File"</b>	means a reconciliation file generated by LINK which details all financial Banking Transactions acquired and issued for Post Office on that day;
<b>"MAC"</b>	means message authentication code;

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<b>"MAC Team" or "Major Account Controllers"</b>	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)
<b>"Mails Acceptance"</b>	means the processes set out in paragraph 2.9.2 in Schedule B3.2;
<b>"Mails Administration"</b>	means the processes set out in paragraph 2.9.3 in Schedule B3.2;
<b>"Mails Administration Application"</b>	means the Horizon Application referred to in (as applicable) paragraph 4.2 of Schedule B4.2 or paragraph 11 in Part 2 of Annex 2 to Schedule B5;
<b>"Mails Application" or "Mails"</b>	means the Horizon Application referred to in (as applicable) paragraph 4.1 of Schedule B4.2 or paragraph 10 in Part 2 of Annex 2 to Schedule B5;
<b>"Mails Carriers"</b>	means organisations with which Post Office contracts directly or indirectly to provide postal services to Customers;
<b>"Mails Product"</b>	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);
<b>"Management Information Service"</b>	means the Service referred to in line 10 of Table A of Schedule B3.1;
<b>"Margin Rate"</b>	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;
<b>"Margins &amp; Commissions File"</b>	means an electronic file sent by Post Office to Fujitsu Services containing the trading margins to be used by the Bureau Service;
<b>"Market Testing"</b>	means either or both of Benchmarking and Competitive Tendering;
<b>"Maximum Authorisation Agent Wait Period" or "MAAWP"</b>	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;
<b>"Maximum Counter Wait Period" or "MCWP"</b>	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;
<b>MDM</b>	Means the MasterData Manager application developed on behalf of Post Office and hosted by Fujitsu Services;

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<b>"Mean Time Between Failure" or "MTBF"</b>	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);
<b>"Mediator"</b>	shall have the meaning given to it in paragraph 6.1 of Annex 2 to Schedule A2;
<b>"Merchant Acquirer" or "MA"</b>	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 ;
<b>"Message Broadcast Service" or "MBS"</b>	means the Service referred to in line 2 of table B of Schedule B3.1;
<b>"Message Handling Support Facility"</b>	means the Support Facility referred to at paragraph 3.8 of Schedule B3.2;
<b>"Method of Payment"</b>	means the form of payment recorded against a Transaction involving a Customer;
<b>"Microsoft Availability Zone"</b>	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;
<b>"Microsoft Client Access Licence" or "Microsoft Client Access Licences"</b>	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;
<b>"MID"</b>	means in the context of Debit Card, the merchant identification number;
<b>"Migration and Implementation Requirements"</b>	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;
<b>"Migration Charges"</b>	means the Charges calculated in accordance with the provisions of Schedule D7;
<b>"Mini Extension Report"</b>	has the meaning given in paragraph 10.1.5 of Schedule E;
<b>"Minimum Evidence Set"</b>	Documentation required in order for Fujitsu Services to support the Incident, as agreed from time to time between the parties
<b>"MIS"</b>	means management information system;
<b>"MOU"</b>	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")

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<b>"MSU Day"</b>	means 0800 to 1730, Monday to Friday (inclusive), excluding Bank Holidays;
<b>"NBSC"</b>	means Network Business Support Centre (Post Office);
<b>"NB Additional Time"</b>	shall have the meaning given to it in paragraph 1.6 of Annex 3 to Schedule B4.4;
<b>"NB Authorisation"</b>	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;
<b>"NB Authorisation Agent"</b>	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;
<b>"NB Confirmation"</b>	means a confirmation message written to record the outcome of a Banking Transaction;
<b>"NB Core Hours"</b>	means 0800 to 1730 Monday to Friday (inclusive), and 0800 to 1300 Saturday, excluding Bank Holidays;
<b>"NB Customer Verification"</b>	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);
<b>"NB Decline"</b>	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;
<b>"NB Pilot (Soft Launch)"</b>	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;

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<b>"NB Priority Exception"</b>	<p>means a Banking Transaction for which:</p> <p>(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 "Network Banking End to End Reconciliation Reporting" (CS/SPE/011) on the second MSU Day following the day of receipt by the DRSH of the corresponding C4 Confirmation or D Message (as applicable); or</p> <p>(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 "Network Banking End to End Reconciliation Reporting" (CS/SPE/011);</p>
<b>"NB Project Plan"</b>	means the plan for the development and implementation of the NBS described in paragraph 8.2 of Schedule 24 to Baseline 7;
<b>"NB Request"</b>	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;
<b>"NB System"</b>	means the elements of the Infrastructure employed by Fujitsu Services in the provision of the Banking Functions;
<b>"NB Token"</b>	means a Token supported by the NBS, as described in paragraph 5.1.1 of the CCD entitled "NBS Definition" (BP/SPE/035);
<b>"NBS"</b>	means the Horizon Application referred to at (as applicable) paragraph 2.6 of Schedule B4.2 or paragraph 5 in Part 2 of Annex 2 to Schedule B5;
<b>"NBS Acceptance"</b>	means acceptance of the NBS in accordance with paragraph 6.3.1 of Schedule 24 to Baseline 7;
<b>"NBS Service Boundaries"</b>	means the Service Boundaries of the NBS as referred to in Annex 3 to Schedule B4.4;
<b>"Near Shore"</b>	means, in the context of the location of development staff, those staff from an off-shore developer working in the UK;
<b>"Near Shore and Offshore Rates"</b>	means the rates contained in the table set out at paragraph 10.4 of Schedule D1, which are described as 'Near Shore' and 'Offshore';

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<b>"Network Banking CCNs"</b>	means CCN817, CCN865a, CCN907, CCN909a, CCN914a, CCN928b, CCN932, CCN933, CCN934, CCN936b, CCN947, CCN959, CCN967, CCN970a, CCN971 and CCN976a;
<b>"Network Banking Implementation Charges"</b>	means the charges referred to in paragraph 11 of Schedule 10 of Baseline 7;
<b>"Network Service"</b>	means, as the context requires, the Branch Network Service and/or the Central Network Service;
<b>"Network Wide Failure"</b>	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;
<b>"New CTO Configuration"</b>	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;
<b>"New Extract Definitions"</b>	means a new extract of data from the automated payments out-pay database or changes to existing extracts from that database;
<b>"New Style Mobile Configuration"</b>	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);
<b>"Next Supplier"</b>	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;
<b>"Nominated Executive"</b>	shall have the meaning given to it in paragraph 3.2 of Annex 2 to Schedule A2;
<b>"Non-Router Proportion"</b>	<p>means, in respect of each month, rolling four week period or week, as the context requires, the proportion calculated according to the following formula:</p> $\frac{(A - B)}{A}$ <p>where:</p> <p>(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 Workstream: Branch Router Rollout (as referred to in paragraph 3.3.1 of Schedule B5); and</p>

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	(b) B is the aggregate number of 3G, 4 port routers installed in Branches by Fujitsu Services as part of Associated Change Workstream: Branch Router Rollout by the end of the previous month, rolling four week period or week, as the context requires;
<b>"Non-standard Third Party Material"</b>	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;
<b>"Offensive Communication"</b>	has the meaning set out in paragraph 2.5.1 of Schedule I4 (K5 Cloud Services);
<b>"Offshore"</b>	means personnel of a Fujitsu Services overseas affiliate or sub-contractor who are working in India;
<b>"Offshoring"</b>	means the process by which a post or task is transferred to an Indian affiliate or sub-contractor;
<b>"OLA"</b>	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
<b>"OLA(s)"</b>	has the meaning given in paragraph 9.7 of Schedule A2;
<b>"Old CTO Configuration"</b>	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;
<b>"Old Style Mobile Configuration"</b>	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);
<b>"Open Book"</b>	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;
<b>"Operational Business Change"</b>	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;
<b>"Operational Business Change (Branch Change) Service"</b>	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;

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<b>Operational Business Change (Branch Change) Restructure Charge</b>	Means the one-off Charge payable by Post Office to Fujitsu Services as detailed in Paragraph 6.13 of Schedule D1
<b>"Operational Business Change Branch CCDs"</b>	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);
<b>"Operational Change Proposal" or "OCP"</b>	means the process referred to in the CCD entitled "Service Management Service: Service Description" (SVM/SDM/SD/0007);
<b>"Operational Charges Table"</b>	means the table of that name in Annex B to Schedule D1;
<b>"Operational Charges"</b>	means the Charges for the Operational Services described in paragraphs 2 and 6 of Schedule D1;
<b>"Operational Fixed Charge"</b>	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);
<b>"Operational Level Target" or "OLT"</b>	means an operational level target of Service required from Fujitsu Services by Post Office;
<b>"Operational Services"</b>	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)
<b>"Operational Unit Charge"</b>	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);
<b>"Operator Cash Branch"</b>	means a Branch which operates using self-funded model where the cash to operate the branch is provided by the retailer / branch operator;

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<b>"OPS"</b>	means the office platform service described in (as applicable) paragraph 4 of Schedule B4.3 or paragraph 2 in Part 1 of Annex 2 to Schedule B5;
<b>"Original Work Order"</b>	shall have the meaning set out in paragraph 5.13 of Schedule D2;
<b>"Other Authorised Location"</b>	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;
<b>"Other IT Supplier"</b>	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;
<b>"Other Stock"</b>	means all Stock other than Retail Stock, Security Stock and Value Stock, including leaflets, forms and various general consumables and supplies;
<b>"Outer Core Team"</b>	means those personnel identified as such in the minutes of the Demand planning team;
<b>"PAF Calling Application"</b>	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;
<b>"PAF Database" or "PAF"</b>	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;
<b>"PAF Facility"</b>	shall have the meaning given to it in paragraph 7 of Schedule B4.2;
<b>"PAF Support Facility"</b>	means the Support Facility referred to in paragraph 3.7 of Schedule B3.2;
<b>"PAN"</b>	means the primary account number (part of the IIN) associated with a NB Token;
<b>"Parent Company"</b>	means any holding company (as defined in Section 736 of the Companies Act 1985);
<b>"Partial Termination"</b>	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;

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<b>"Partial Termination Charge"</b>	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;
<b>"Participants"</b>	means those persons referred to in Appendix 3 of Schedule I3 (Digital Development Services);
<b>"Party"</b>	means each of Post Office and Fujitsu Services;
<b>"Payment Management Business Capability"</b>	means the Business Capability referred to in paragraph 2.10 of Schedule B3.2;
<b>"Paypole"</b>	means the fixture to which a PIN Pad is attached
<b>"PCI"</b>	means Payment Card Industry;
<b>"PEAK"</b>	means the system used by Fujitsu Services' Post Office Account to record and monitor bugs found during testing;
<b>"Penetration Testing support"</b>	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;
<b>"Person"</b>	includes a partnership, a corporation or association (whether incorporated or unincorporated), as well as a natural person;
<b>"Per Sprint Story Point Allocation"</b>	Means one hundred (100) Story Points;
<b>"Personal Data"</b>	means all data which are defined as personal data in the Data Protection Act 1998 and processed by Fujitsu Services under this Agreement;
<b>"Personnel Information"</b>	shall have the meaning given to it in Clause 41.2;
<b>"Phase One"</b>	shall have the meaning described in paragraph 3.2 of Schedule E;
<b>"Phase Two"</b>	shall have the meaning described in paragraph 3.3 of Schedule E;
<b>"PIN"</b>	means personal identification number;
<b>"PIN Pad"</b>	means a device used by a Customer to enter a PIN including, without limitation, for the purposes of NB Customer Verification;
<b>"PIN Pad OBC Stock"</b>	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 following the reduction in scope of the OBC (Branch Change) Service on the 31 March 2015;

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<b>"Pin Pad Procurement Charges"</b>	means the Charges for procuring PIN Pad Units, as set out in paragraph 14 of Schedule D1;
<b>"PIN Pad Site"</b>	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;
<b>"PIN Pad Unit"</b>	means a PIN Pad, Y cable and cable strap;
<b>"Pivot to Cloud"</b>	has the meaning set out in Schedule I
<b>"Planning Period"</b>	means each successive period of two or three weeks designated by Fujitsu Services as a planning period;
<b>"Platform Standing Team"</b>	Has the meaning given in paragraph 3.4 of Schedule I3 (Digital Development Services);
<b>"POA"</b>	means Fujitsu Services' Post Office account;
<b>"PODG"</b>	means Post Office Data Gateway. It replaces EDG and is used to provide the Post Office Data Gateway Service;
<b>"PODG Client Connection Service"</b>	means the call off service described in Table B of section 2.2 in Schedule B3.1;
<b>"PODG Client File Re-Send Service"</b>	means the Service referred to in line 4 of Table B of Schedule B3.1;
<b>"PODG Gold Service Type"</b>	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;
<b>"Point of Sale Business Capability"</b>	means the Business Capability referred to in paragraph 2.2 of Schedule B3.2;
<b>"POL Core Day"</b>	means the period from 19:00 on a Working Day to 19:00 on the following Working Day;
<b>"POL FS Data"</b>	means prior to and after the POLSAP R1 Go Live Date any data (including, without limitation, any Personal Data): <ul style="list-style-type: none"> <li>provided by or on behalf of Post Office for loading onto the POL FS System;</li> <li>produced by the Infrastructure and held on the POL FS System; or</li> <li>contained in any Transaction Correction Record delivered by Fujitsu Services to any Branch;</li> </ul>
<b>"POL FS Hosting Services"</b>	means POL FS Services;
<b>"POL FS Services"</b>	means the Operational Service described in, as applicable in accordance with the provisions of Schedule B3.1, the CCD entitled "Service Description

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	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;
<b>"POL FS System"</b>	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;
<b>"POL FS Users"</b>	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;
<b>"POL MI Data"</b>	has the meaning given to it in Clause 16.6
<b>"POL MI Event 1"</b>	means the date on which the first of, or both, DIW and ETL go live;
<b>"POL MI Event 2"</b>	means the date on which MDM goes live;
<b>"POL MI Services"</b>	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;
<b>"POL MI Software"</b>	means the DIW, ETL and MDM software (and any updates thereto or new versions thereof);
<b>"POL MI System"</b>	means the technical infrastructure (forming part of the Infrastructure) employed by Fujitsu Services in providing the POL MI Services;
<b>"POL MI Users"</b>	means Users with access from outside the Infrastructure to Configured POL MI in live operational use or testing environments with the Infrastructure;
<b>"POLSAP Applications Support Service"</b>	means the Service referred to in row 20 of Table A of Schedule B3.1;
<b>"POLSAP Central Infrastructure"</b>	means the technical infrastructure (forming part of the Infrastructure) employed by Fujitsu Services in providing the POLSAP Services including, without limitation, the SAP System (as that term is defined in the CCD entitled "POLSAP Hosting Service: Service Description" (SVM/SDM/SD/2191);

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<b>"POLSAP Data"</b>	<p>means after the POLSAP R1 Go Live Date any data (including, without limitation, any Personal Data):</p> <ol style="list-style-type: none"> <li>1. including the POL FS Data required to be retained;</li> <li>2. provided by or on behalf of Post Office for loading onto the POLSAP Software;</li> <li>3. produced by the POLSAP Central Infrastructure and held on the POLSAP Software; or</li> <li>4. contained in any Transaction Correction Record delivered by Fujitsu Services to any Branch.</li> </ol>
<b>"POLSAP Hosting Service"</b>	means the Service referred to in row 19 of Table A of Schedule B3.1;
<b>"POLSAP R1 Go Live Date"</b>	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;
<b>"POLSAP Services"</b>	<p>Until 31 March 2014 means the Operational Service described, 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 B to the CCD entitled "Data Centre Operations Service: Service Description" (SVM/SDM/SD/0003) or in the CCD entitled "Third Line Support Service: Service Description" (SVM/SDM/SD/0004) or in the CCD entitled "Application Support Service (Fourth Line): Service Description" (SVM/SDM/SD/0005) including, without limitation, Fujitsu Services' hosting of POLSAP in live operational use or in development or testing environments within the POLSAP Central Infrastructure;</p> <p>From 1 April 2014 until 23:59 on the 4<sup>th</sup> October 2016 means the POLSAP Hosting Service and the POLSAP Applications Support Service;</p> <p>From 5<sup>th</sup> October 2016 means the POLSAP Hosting Service;</p>
<b>"POLSAP Software"</b>	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;
<b>"POLSAP Users"</b>	means Users with access from outside the POLSAP Central Infrastructure to POLSAP Software in live operational use;
<b>"POL Service Type"</b>	means, in the period between the Amendment Date and Acceptance Point Z3, each of the items identified as a POL Service Type in paragraph 9 in Schedule B4.2 and thereafter each of the items identified as a POL Service Type in paragraph 8 in Schedule B3.2;

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<b>"Post Office"</b>	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;
<b>"Post Office Acceptance Manager"</b>	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;
<b>"Post Office Additional Costs"</b>	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;
<b>"Post Office Background Materials"</b>	<p>means any software, information, documentation (in the form of CCDs, CRDs or otherwise), logos, design information, requirements or other material:</p> <p>(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</p> <p>(b) made available or provided by or on behalf of Post Office to Fujitsu Services,</p> <p>for the purpose of performing the Services, HNG-X Development and/or Associated Change Development;</p>
<b>"Post Office Cause"</b>	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);
<b>"Post Office Change Control Manager"</b>	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;
<b>"Post Office Core Day"</b>	means 08:00 to 20:00 Monday to Saturday inclusive, excluding Bank Holidays;
<b>"Post Office Critical Period"</b>	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;
<b>"Post Office Data"</b>	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:

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	<p>(a) which are supplied or in respect of which access is granted to Fujitsu Services by Post Office pursuant to this Agreement; or</p> <p>(b) which is generated by the Horizon Service Infrastructure, Superstock Infrastructure or HNG-X Service Infrastructure; or</p> <p>(c) which Fujitsu Services is required to generate in connection with the provision of the HNG-X Services or the Transfer Services;</p>
<b>"Post Office Data Gateway (PODG) Support Facility"</b>	means the support facility described in section 6.3 'Post Office Data Gateway Support Facility' of Schedule B3.2;
<b>"Post Office Data Gateway Service"</b>	Shall have the meaning set out in Annex C of the CCD "Data Centre Operations Service: Service Description (SVM/SDM/SD/0003)"
<b>"Post Office DDS Locations"</b>	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;
<b>"Post Office Design Authority"</b>	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;
<b>"Post Office Developed Documentation"</b>	<p>means Developed Documentation that:</p> <p>(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</p> <p>(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;</p>
<b>"Post Office Foreground IPR"</b>	shall have the meaning given to it in Clause 29.4;
<b>"Post Office HNG-X Acceptance Manager"</b>	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;
<b>"Post Office HNG-X Programme Manager"</b>	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;
<b>"Post Office IT &amp; C"</b>	means the internal business functions of Post Office known as Information Technology & Change;
<b>"Post Office Obligations"</b>	means a Post Office express obligation on which Fujitsu Services is wholly or partially dependent in order that it may fulfil Fujitsu Services' obligations

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	under this Agreement insofar as those express obligations of Post Office relate to the Towers Model;
<b>"Post Office Premises"</b>	means all post offices, sub-post offices, and other premises of Post Office from time to time;
<b>"Post Office Reference Data"</b>	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;
<b>"Post Office Reference Data System"</b>	means the Post Office-run system that maintains the Post Office originated Reference Data for the Services;
<b>"Post Office Responsibilities"</b>	means the obligations and responsibilities of Post Office set out or referred to in this Agreement;
<b>"Post Office Service Architecture"</b>	means the Infrastructure and the Post Office Service Environment;
<b>"Post Office Service Environment"</b>	means TIP and the Post Office Reference Data System and until the POLSAP R1 Go Live Date, SAPADS;
<b>"Post Office Service Integrator"</b>	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;
<b>"Post Office's Agent"</b>	means any person(s) or organisation(s) listed in paragraph 2.1 of Schedule D5 authorised to act on behalf of Post Office;
<b>"Postal Services"</b>	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;
<b>"Postal Services Assessment Guidelines"</b>	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);
<b>"Postal Services Business Capability"</b>	means the Business Capability referred to at paragraph 2.9 of Schedule B3.2;
<b>"Postal Services Definition Process"</b>	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;
<b>"Postal Services Requirements"</b>	means the HNG-X Requirements referred to in paragraph 4.2.2(d) of Schedule B6.1;

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<b>"PPDs"</b>	means the related set of Processes and Procedures Description documents as described in the "Introduction Processes and Procedures Description" document for the appropriate Release;
<b>"Preferred Systems Integrator"</b>	shall have the meaning given to it in paragraph 2.1 of Schedule A1;
<b>"Previous Employer"</b>	shall have the meaning set out in Clause 59.1;
<b>"Pricing Profile File"</b>	means an electronic file sent by Post Office to Fujitsu Services containing the pricing profile to be used by the Bureau Service;
<b>"Price Threshold"</b>	means the Lower Target Price, the Upper Target Price, the Soft Cap and the Hard Cap;
<b>"Priority"</b>	Means;  1. In the period up to 31 <sup>st</sup> March 2015, the priority designation set out in the Service Descriptions for (as applicable) the Branch Network Service and/or the Engineering Service;  2. In the period from 1 <sup>st</sup> April 2015, the priority designation set out in the Service Description for the Branch Network Service;
<b>"Problem"</b>	A Problem is an application related issue being the root cause of one or many Incidents
<b>"Processor Interface" or "PI"</b>	means an instance of a Bank application supporting the online service between Banks and NB Authorisation Agents;
<b>"Product"</b>	means a software solution, or collection of software solutions with its own Product Backlog, managed independently of any other Product;
<b>"Product Backlog"</b>	has the meaning given in paragraph 1.7 of Appendix 1 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services);
<b>"Product Initiation"</b>	means the process by which the Product Delivery Manager and the Product Owner agree the Product Overview Document;
<b>"Product Roadmap"</b>	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;
<b>"Product Delivery Manager"</b>	has the meaning given in paragraph 4.7 of Schedule I3 (Digital Development Services);

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<b>"Product Overview Document"</b>	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;
<b>"Product Owner"</b>	has the meaning given in paragraph 4.1 of Schedule I3 (Digital Development Services);
<b>"Product Sponsor"</b>	has the meaning given in paragraph 4.2 of Schedule I3 (Digital Development Services);
<b>"Product Vision"</b>	means a document created by Post Office as an outline of the Product, describing its goals, targeted benefits and overall focus;
<b>"Production SAP System"</b>	<p>until 31 March 2014 shall have the meaning given to it in the "Data Centre Operations: Service Description" (SVM/SDM/SD/0003). From 1 April 2014 until 23:59 on the 4<sup>th</sup> October 2016 shall have the meaning given to it in the "POLSAP Applications Support Service: Service Description" (SVM/SDM/SD/2306);</p> <p>From 5<sup>th</sup> October 2016 shall have the meaning given to it in the "POLSAP Hosting Service, Service Description" (SVM/SDM/SD/2191);</p>
<b>"Professional Services"</b>	means professional services as described in paragraph 3.1.1 of Schedule B1.1;
<b>"Programme or Release Board"</b>	shall have the meaning set out in Annex 1 of Schedule A2;
<b>"Programme/Release Relationship"</b>	means the relationship of that name described in Annex 1 to Schedule A2;
<b>"Programme Spend"</b>	has the meaning set out in Schedule I
<b>"Project Assets"</b>	means the assets referred to as such in Clause 48.1;
<b>"Project HNG-X"</b>	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;
<b>"Project HNG-X Commencement Date"</b>	means 8 February 2006;
<b>"Project Mercury"</b>	has the meaning set out in Schedule I
<b>"Property"</b>	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;

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<b>"Proportion Change"</b>	shall have the meaning given to it in paragraph 5.1 of Schedule D1;
<b>"Proposed Exit Strategy"</b>	shall have the meaning given to it in paragraph 3.3.2 of Schedule E;
<b>"Protected Margin"</b>	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;
<b>"PSTN"</b>	means public switch telecommunications network;
<b>"Purchase Order"</b>	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;
<b>"Purchase Order Cover"</b>	shall have the meaning given to it in Clause 1.6 of the Agreement;
<b>"Purchase Point P1"</b>	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 A7 (Branch Router Rollout) (as adjusted from time to time in accordance with the provisions of Schedule B6.2);
<b>"Purchase Point P2"</b>	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 (as listed in Table 5 in Part 1 to Annex 1 of Schedule B5, as adjusted from time to time in accordance with the provisions of Schedule B6.2);
<b>"Purchase Point P3"</b>	means the date on which, for the first time, there is a period of exactly one month from such date until the planned commencement date for rollout of HNG-X Project Workstream X5 (Counter XP Rollout) (as adjusted from time to time in accordance with the provisions of Schedule B6.2);
<b>"Purchase Point P4"</b>	means 1 July 2008;
<b>"Purchasing Manager"</b>	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;
<b>"QA/Test SAP System"</b>	<p>until 31 March 2014 shall have the meaning given to it in the "Data Centre Operations: Service Description" (SVM/SDM/SD/0003).</p> <p>From 1 April 2014 until 23:59 on the 4<sup>th</sup> October 2016 shall have the meaning given to it in the "POLSAP Applications Support Service: Service Description" (SVM/SDM/SD/2306).</p> <p>From 5<sup>th</sup> October 2016 shall have the meaning given to it in the "POLSAP Hosting Service, Service Description" (SVM/SDM/SD/2191);</p>
<b>"QAS Software"</b>	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

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	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;
<b>"Queried Requirement"</b>	shall have the meaning given to it in Clause 34.5;
<b>"RAC0C1 Model"</b>	means the request, authorisation and confirmations model of End to End Service flows of Banking Transactions involving, inter alia, as the particular circumstances may permit, NB Requests being issued from Counter Positions, NB Authorisations being issued by the NBS and NB Confirmations being issued from Counter Positions;
<b>"RAG Report"</b>	has the meaning given to it in paragraph 10.5 of Schedule B6.2;
<b>R&amp;R Required Items</b>	means those elements of the Branch Network Service that need refreshing or upgrading or a change to the terms of support associated with any spares, hardware, software or firmware which form part of the current Branch Network Service as detailed in the BNS Report Part 1 and/or Part 2 (as relevant);
<b>"Ramp Down Period"</b>	has the meaning given in paragraph 11.2.1 of Schedule E;
<b>"Ramp Down Report"</b>	has the meaning given in paragraph 11.1.1 of Schedule E;
<b>"Rate Board"</b>	<p>means a Post Office device of type:</p> <p>Forde Electronics Rate Board; or</p> <p>Banking Automation Eksi Multiboard Rate Board; or</p> <p>DB7 Model 01169 Rate Board</p> <p>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;</p>
<b>"Rate Card"</b>	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;
<b>"RDS"</b>	means Post Office Reference Data System (q.v);
<b>"Reboot Incident"</b>	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

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	demonstrated by Fujitsu Services in the test environment normally used to validate test scripts) is four minutes or longer;
<b>"REC File"</b>	means 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;
<b>"Recitals"</b>	means the recitals (A) to (G) of this Agreement;
<b>"Reconciliation and Settlement Reports"</b>	means the reports described as such in the CCD entitled "Network Banking End to End Reconciliation Reporting" (CS/SPE/011);
<b>"Reconciliation Service"</b>	means the Service referred to in row 12 of Table A of Schedule B3.1;
<b>"Reconciliation Support Facility"</b>	means the Support Facility referred to at paragraph 3.10 of Schedule B3.2;
<b>"Records"</b>	means the full and accurate records relating to the performance of the Services;
<b>"Resource Unit"</b>	has the meaning set out in Schedule I
<b>"Rectification Plan"</b>	shall have the meaning given to it in (as applicable) paragraph 7.1 of Schedule B4.4 or paragraph 7.1 of Schedule C1, as applicable;
<b>"Redundant Business Function"</b>	means a business function which Post Office has agreed is, or shall become, redundant;
<b>"Reference Data"</b>	means a set of parameters and relationships controlling the operation of elements of the Infrastructure or Applications;
<b>"Reference Data Management Application"</b>	means the Horizon Application referred to at (as applicable) paragraph 2.7 of Schedule B4.2 or paragraph 6 in Part 2 of Annex 2 to Schedule B5;
<b>"Reference Data Management Service"</b>	means the Service referred to in row 8 of Table A of Schedule B3.1;
<b>"Reference Data Support Facility"</b>	means the Support Facility referred to at paragraph 3.6 of Schedule B3.2;
<b>"Reference User Stories"</b>	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;

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<b>"Refresh Items"</b>	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;
<b>"Refund"</b>	means a repayment of money to a Customer, by means of a Reversal;
<b>"Relationship"</b>	shall have the meaning given to it in paragraph 2.1 of Schedule A2;
<b>"Release"</b>	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; and  Means in relation to DDS, a collection of Delivered Sprint Requirements that have been approved by the Product Owner <u>for release into the live environment in accordance with the Release and Test Strategy</u> ;
<b>"Release and Test Strategy"</b>	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);
<b>"Release Contents Description"</b>	means a CCD which defines the scope of a Release;
<b>"Release Plan"</b>	means the planned schedule of releases for the Product to the live environment;
<b>"Relevant Exchange Rate"</b>	shall have the meaning set out in paragraph 16.5.2 of Schedule D1;
<b>"Relevant Indian Index"</b>	shall have the meaning set out in paragraph 16.5.1 of Schedule D1;
<b>"Relevant IT System"</b>	shall have the meaning given to it in paragraph 2.1 of Schedule A1;
<b>"Relevant Margin"</b>	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;
<b>"Relevant Period"</b>	shall have the meaning set out in paragraph 4.1 of Schedule C1;
<b>"Relevant Services"</b>	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

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	<p>for the avoidance of doubt, any Development Services in progress at the date of expiry or termination;</p> <p>(b) in the event of the expiry of an Expiring Service, the Expiring Service that is the subject of such expiry; or</p> <p>(c) in the event of Partial Termination, the Terminable Service(s) that are the subject of such termination;</p>
<b>"Relief Event"</b>	means a failure by Post Office to satisfy the relevant Sprint Dependencies or Transition Dependencies;
<b>"REM Collection"</b>	means a collection of cash and stock remittance pouches by Post Office's secure carrier;
<b>"Remittance"</b>	means a consignment to or from a Branch of cash, stock, or other value items to be brought to account;
<b>"Replacement Interfaces"</b>	<p>means the technical and/or operational interfaces between;</p> <p>(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</p> <p>(b) the Replacement Services and infrastructure provided by Post Office or a Next Supplier;</p>
<b>"Replacement Mobile Configuration"</b>	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);
<b>"Replacement Service"</b>	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;
<b>"Report"</b>	means a physical document or information held electronically in such a way that it can be processed readily to produce a physical document;
<b>"Requirements Baseline"</b>	shall have the meaning set out in paragraph 2.1.2 of Schedule B6.1;
<b>"Requirements Definition Process"</b>	means the Functional Requirements Definition Process, the HNG-X Requirements Baselining Process, User Interface Definition Process, the Postal Services Definition Process and the HNG-X Programme Requirements Change Control Process;

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<b>"Requirements Stage"</b>	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;
<b>"Retail Price Index" or "RPI"</b>	means the "all items retail prices" index currently appearing at table RP02 in the Office for National Statistics Database: <a href="http://www.statistics.gov.uk">http://www.statistics.gov.uk</a> , or the same index in any other Government publication if the aforementioned ceases to be published;
<b>"Retail Stock"</b>	means items sold in Branches through Post Office's retail accounting scheme;
<b>"Retained Functionality Use Cases"</b>	means the Use Cases described as such in paragraph 3 of Part 1 of Annex 11 to Schedule B6.1;
<b>"Retention"</b>	shall have the meaning set out in paragraph 9.1.2 of Schedule D2;
<b>"Resource Unit"</b>	has the meaning set out in Schedule I
<b>"Revenue Switch"</b>	has the meaning set out in Schedule I
<b>"Reversal"</b>	means a Transaction which nullifies a previous Transaction and "Reverse" and its cognates shall be construed accordingly;
<b>"RMG Harmony"</b>	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;
<b>"Roll Out Phase"</b>	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);
<b>"Route"</b>	means the path through the Post Office Data Gateway Service that a file takes from its source End-point to its destination End-point;"
<b>"Royal Mail Group" or "Post Office Group"</b>	means Royal Mail Holdings plc and its Subsidiary Companies;
<b>"RPI Adjustment Factors"</b>	means those factors set out in the table at paragraph 16.7 of Schedule D1;
<b>"Santander"</b>	means the Bank owned and operated by Santander UK plc which trades under the name "Santander UK";

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<b>"Santander Circuit"</b>	"Santander Circuit" means the communications link between the Data Centres and "Santander" as described in paragraph 7.5 of Schedule B4.3 or paragraph 3.3.3 in Schedule B3.3 (as applicable);
<b>"SADD"</b>	means Service Architecture Design Document (q.v.);
<b>"Salesforce Support Service"</b>	has the meaning given to it in table 2.1 of Schedule B3.1;
<b>"Salesforce Support Service Other"</b>	means the part of the Salesforce Support Service which excludes the Salesforce Support Service Hosting;
<b>"Salesforce Support Service Escalated Calls"</b>	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 31 <sup>st</sup> March 2016, then subsequently passed to Fujitsu Services to manage the resolution;
<b>"Salesforce Support Service Hosting"</b>	means the part of the Salesforce Support Service which is provided, until 23.59 on 31 <sup>st</sup> March 2016 by the Fujitsu Global Cloud Service. Until 23.59 on 31 <sup>st</sup> 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;
<b>"SAP Advanced Distribution System"</b>	means the Post Office's advanced distribution system as referred to in (as applicable) paragraph 2.4.1 of Schedule B4.2 or paragraph 2.11 of Schedule B3.2;
<b>"SAP Basis Calls"</b>	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);
<b>"SAP Loading Application"</b>	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;
<b>"SAP RTU"</b>	means the CCD entitled "SAP Software Right to Use and Maintenance Agreement for Fujitsu Services" (Post Office reference: HOR/CON/003) (Fujitsu Services reference: CF/CON/001);
<b>"SAP Software"</b>	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;
<b>"SAP/ADS"</b>	means SAPADS (q.v.);

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<b>"SAPADS"</b>	means SAP Advanced Distribution System;
<b>"Security Management Service"</b>	means the Service referred to in row 13 of Table A of Schedule B3.1;
<b>"Security Stock"</b>	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;
<b>"Sensitive Authentication Data"</b>	<p>means security related information used to authenticate cardholders appearing in plain text or otherwise unprotected form. This information can be any of the following:</p> <ul style="list-style-type: none"> <li>(a) Card Validation Code</li> <li>(b) Card Validation Value</li> <li><b>(c) Full Track</b></li> <li>(d) PINs</li> <li>(e) PIN blocks (including encrypted PIN blocks</li> </ul>
<b>"Sensitive Data"</b>	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);
<b>"Sensitive DC Data"</b>	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;
<b>"Sensitive Personal Data"</b>	shall have the meaning set out in paragraph 2.3.4 of Schedule A4;
<b>"Service Architecture Design Document"</b>	is the document showing the Post Office Service Architecture as it was following the introduction of the NBS;
<b>"Service Boundary"</b>	means the interface or interfaces at which responsibility for processing or otherwise handling Transaction data, Reference Data or Data Files or any other data or message passes, in accordance with the applicable AIS and/or TIS between Fujitsu Services, Post Office and/or a third party;

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<b>"Service Code"</b>	means a three or four digit number read from a Token that specifies acceptance requirements and limitations for a magnetic stripe read transaction;
<b>"Service Description"</b>	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;
<b>"Service Desk"</b>	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.
<b>"Service Desk Day"</b>	means, for the Fujitsu provided Service Desk up to the 2 <sup>nd</sup> July 2014: 08:00 – 18:30 Monday to Saturday inclusive, other than Christmas Day;
<b>"Service Desk Service"</b>	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
<b>"Service Desk Voicemail Service"</b>	means the facility provided by Fujitsu Services up until the 2 <sup>nd</sup> 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);
<b>"Service Failure"</b>	means an interruption of a Service that has not been approved by Post Office;
<b>"Service Integration Charges"</b>	means the Charges for the Service Integration Services, as set out in paragraph 8 of Schedule D1;
<b>"Service Integration Services"</b>	means the services referred to in Table C of Schedule B3.1;
<b>"Service Level Measurement Period"</b>	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;
<b>"Service Level"</b>	means a quantified and measurable standard, required for a specified Service;

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<b>"Service Level Target" or "SLT"</b>	shall have the meaning given to it in (as applicable) paragraph 1.2.1 of Schedule B4.4 or paragraph 1.2.1 of Schedule C1;
<b>"Service Management Element"</b>	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;
<b>"Service Management Relationship"</b>	shall have the meaning set out in Annex 1 of Schedule A2;
<b>"Service Management Report"</b>	means the Service Review Book;
<b>"Service Management Service"</b>	means the Service referred to in row 11 of Table A of Schedule B3.1;
<b>"Service Review Book"</b>	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;
<b>"Service Requirement"</b>	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;
<b>"Services"</b>	means the HNG-X Services, the Business Continuity Services, the Transfer Services, and the Development Services;
<b>"Simple Payment Module"</b>	means a type of smart card supported by the SML software referred to in Table 2 in Schedule B4.1;
<b>"SIP Charges"</b>	means the Charges for the SIP, as set out in paragraph 11 of Schedule D1;
<b>"SIP Confidential Information"</b>	shall have the meaning set out in paragraph 10.1.1 of Schedule B1.2;
<b>"SIP Lead Manager"</b>	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;
<b>"SIP Team" or "SIP" or "Systems Integration Partnership"</b>	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;

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<b>"SLT Calendar Year"</b>	means each period from 1 January to 31 December (inclusive, in each case) during the term of the Agreement;
<b>"Smart Metering"</b>	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;
<b>"Smart Token"</b>	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;
<b>"Soft Cap"</b>	shall have the meaning given to it in paragraph 1.3.3 of Schedule D8;
<b>"Soft Cap Range"</b>	means the difference between the Upper Target Price and the Soft Cap;
<b>"Software"</b>	<p>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;</p> <p><u>means, in relation to DDS, the software to be developed under the Schedule I3 (Digital Development Services)</u></p>
<b>"Solar"</b>	has the meaning set out in Schedule I
<b>"Solicitation Fee"</b>	<p>means a sum equivalent to:</p> <p>(a) in the case of a Key Individual who was an employee of the Previous Employer:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(ii) where such employment lasted twelve months or more, the gross annual salary of that Key Individual; or</li> </ul> <p>(b) in the case of a Key Individual who was engaged by the Previous Employer as a contractor:</p> <ul style="list-style-type: none"> <li>(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 period of his engagement plus the reasonable costs incurred by the Previous Employer of engaging that Key Individual; or</li> <li>(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;</li> </ul>

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<b>"Solution Architecture"</b>	means the architecture described in the CCD entitled "HNG-X Solution Architecture Outline" (ARC/SOL/ARC/0001);
<b>"Solution Baseline"</b>	shall have the meaning set out in paragraph 2.1.3 of Schedule B6.1;
<b>"Solution Baseline Documentation Set"</b>	has the meaning given to it in paragraph 3 of Schedule B6.2;
<b>"Solution Test Stage"</b>	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);
<b>"Source Code"</b>	<p>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;</p> <p>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;</p>
<b>"Specially Commissioned Design Documentation"</b>	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;
<b>"Specially Written Documentation"</b>	<p>means original documentation produced by or on behalf of Fujitsu Services:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) which relates to Specially Written Software; and</li> <li>(c) as a deliverable under a Work Order relating to the development of such Specially Written Software,</li> </ul> <p>including, without limitation, documentation identified as Specially Written Documentation in the CCD entitled "Transfer Asset Register" (COM/MGT/REP/0001);</p>
<b>"Specially Written Software"</b>	means original software developed by or on behalf of Fujitsu Services;

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	<p>(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</p> <p>(b) pursuant to a Work Order for the solution build and test stage of the development process or lifecycle; and</p> <p>(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,</p> <p>including, without limitation, software identified as Specially Written Software in the CCD entitled "Transfer Asset Register"(COM/MGT/REP/0001);</p>
<b>"Specified Purpose"</b>	has the meaning specified in Clause 30.19.5;
<b>"Specified Third Party Software"</b>	means the software listed in Schedule G, Annex 2;
<b>"SPM"</b>	means Simple Payment Module;
<b>"Spot Rates File"</b>	means an electronic file sent by Post Office to Fujitsu Services containing exchange rates to be used by the Bureau;
<b>"Sprint"</b>	means a development cycle performed as part of the DDS;
<b>"Sprint Backlog"</b>	has the meaning given in paragraph 1.13.1 of Appendix 1 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services);
<b>"Sprint Closure Report"</b>	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;
<b><u>"Sprint Dependencies"</u></b>	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 with paragraph 1.14 of Appendix 1 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services);
<b>"Sprint Functionality"</b>	has the meaning given in paragraph 1.19 of Appendix 1 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services);

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<b>"Sprint Planning Meeting"</b>	has the meaning given in paragraph 1.13 of Appendix 1 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services);
<b>"Sprint Requirement"</b>	has the meaning given in paragraph 1.13.7 of Appendix 1 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services);
<b>"Sprint Retrospective Meeting"</b>	has the meaning given in paragraph 1.27 of Appendix 1 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services);
<b>"Sprint Review Meeting"</b>	has the meaning given in paragraph 1.23 of Appendix 1 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services);
<b>"Sprint Team"</b>	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;
<b>"Stage"</b>	shall have the meaning given to it in paragraph 1.2 of Annex 2 to Schedule A2;
<b>"Standard GWS client"</b>	means a new GWS which is implemented in its entirety under the GWS Support Facility;
<b>"Standard Sprint Team Structure"</b>	Has the meaning given in paragraph 6.1 of Schedule I3 (Digital Development Services);
<b>"Stand-Alone Hardware"</b>	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;
<b>"Standing Team"</b>	means those personnel identified as such in the minutes of the Demand Planning Forum;
<b>"Statement of Dispute"</b>	shall have the meaning given to it in paragraph 5.1 of Annex 2 to Schedule A2;
<b>"Stock"</b>	means items held in Branches and classified as Retail Stock, Security Stock, Value Stock, and Other Stock;
<b>"Stock Unit"</b>	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 a group of individuals) is accountable. It may contain: (i) Transaction Vouchers for a designated period, (ii) Value Stock, and/or (iii) cash;
<b>"Story Points"</b>	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 ( <i>Agile Methodology</i> ) of Schedule I3 (Digital Development Services);

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<b>"Streamline"</b>	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;
<b>"Strive"</b>	shall have the meaning given to it in Recital E(d);
<b>"Sub-contractor"</b>	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;
<b>"Subject Information Request"</b>	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;
<b>"Subject Lead"</b>	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;
<b>"Subject Lead Review"</b>	shall have the meaning given to it in paragraph 2.1 of Annex 2 to Schedule A2;
<b>"Subsidiary Company"</b>	shall have the meaning given to it in Section 736 of the Companies Act 1985;
<b>"Sunguard Site"</b>	means the site currently used by Sunguard Limited (whose registered office is 11 Bridewell Close, Mildenhall, Bury St Edmunds, Suffolk, IP28 7RB) at which it provides certain of business continuity services for the Post Office;
<b>"Superstock"</b>	means a Geller application hosted on the Superstock Infrastructure;
<b>"Superstock Infrastructure"</b>	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);
<b>"Superstock Services"</b>	means the Service referred to in line 1 of Table C of Schedule B3.1;
<b>"Superstock Solution"</b>	means the Superstock Infrastructure and the Superstock Services (including, without limitation, the provision and use of the Superstock Infrastructure by Fujitsu Services and/or its Sub-contractors to provide those Superstock Services);

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<b>"Support Facilities"</b>	means the support facilities forming part of the Business Capabilities and Support Facilities;
<b>"SV&amp;I"</b>	means a testing process used for Functional and non-functional testing;
<b>"SV&amp;I Rig"</b>	means the primary rig used for all functional and non-functional testing, including testing connectivity and interworking with external systems;
<b>"Systems Integration"</b>	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;
<b>"Systems Integration Partnership and Executive Relationship"</b>	shall have the meaning set out in Annex 1 of Schedule A2;
<b>"Systems Management Service"</b>	means the Service referred to in row 7 of Table A of Schedule B3.1;
<b>"Task"</b>	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;
<b>"Technical Interface Specification" or "TIS"</b>	means a CCD describing the technical detail of an interface;
<b>"Terminable Service"</b>	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;
<b>"Termination Charge"</b>	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;
<b>"Termination Early Release Date"</b>	has the meaning specified in Clause 30.19.3;
<b>"Termination Licence Fee"</b>	has the meaning set out in Clause 39.1.2;
<b>"TESQA"</b>	means the software tool made available by Fujitsu Services to Post Office which enables TESQA Users to access the Transaction Enquiry Service;
<b>"TESQA Availability"</b>	shall have the meaning given to it in paragraph 2.1.1 of Annex 4 to Schedule B4.4;
<b>"TESQA Users"</b>	means those Users who access TESQA which shall be no more than 20 Users at any one time;

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<b>"Test Automation Toolset"</b>	this consists of the LOADRUNNER software for volume testing and WINRUNNER software for regression testing and volume testing;
<b>"Test and Validation"</b>	means the HNG-X Acceptance Process Stage referred to in paragraph 2.2.4.1 of Schedule B6.3;
<b>"Testable Services"</b>	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;
<b>"Third Line Software Support Service" or "Third Line Support Service"</b>	means the Service referred to in row 9 of Table A of Schedule B3.1;
<b>"Third Party Confidential Information"</b>	shall have the meaning given to it in Clause 34.2;
<b>"Third Party Data"</b>	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;
<b>"Third Party Items"</b>	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;
<b>"Third Party Management Service Charges"</b>	means the Charges for the Third Party Management Services, as set out in paragraph 9 of Schedule D1;
<b>"Third Party Management Services"</b>	means the services (if any) referred to in Table D of Schedule B3.1;
<b>"Third Party Software Owner"</b>	means the ultimate licensor of any Third Party Software;
<b>"Third Party Software"</b>	means Horizon Third Party Software and HNG-X Third Party Software;
<b>"TID"</b>	means, in the context of Debit Card, the terminal identification number;
<b>"TIP Gateway"</b>	means the Fujitsu Services PC on Post Office premises upon which the Transaction data and Reconciliation and Settlement Reports are placed for extraction by Post Office;
<b>"TMS"</b>	means the transaction management service described in (as applicable) paragraph 5 of Schedule B4.3 or paragraph 3 in Part 1 of Annex 2 to Schedule B5;

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<b>"TMS Agent"</b>	means part of the Infrastructure that accesses TMS held data;
<b>"TMS Technical Documentation"</b>	means the documentation referred to in row 5 of Table 3 in Schedule B4.1;
<b>"Token"</b>	means a magnetic stripe card, smart card, smart key, bar code or other physical device, bearing information capable of being used by an Application;
<b>"Token Technology Specification"</b>	means a document specifying the technology used by a particular automated payment Token;
<b>"Tower"</b>	means a package of IT and related services to be provided by a single supplier as part of the Towers Model;
<b>"Tower Branch Network Service"</b>	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;
<b>"Tower Contractor"</b>	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;
<b>"Tower Contractor Cause"</b>	means a failure by a Tower Contractor to carry out a Tower Contractor Responsibility;
<b>"Towers Model"</b>	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;
<b>"Tower Contractor Responsibility"</b>	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 which Fujitsu Services is wholly or partially dependent in order that it may fulfil its own obligations under this Agreement;
<b>"Training Counter Update Service"</b>	means the Service referred to in row 3 of Table B of Schedule B3.1;

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<b>"Training Data"</b>	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;
<b>"Training Session"</b>	means the period of time between reset points of the CTO during which a User of a CTO Counter is logged on;
<b>"Training Support Facility"</b>	means the Support Facility referred to at paragraph 3.11 of Schedule B3.2;
<b>"Training Transactions"</b>	means Transactions carried out by a User of a CTO Counter during a Training Session;
<b>"Transaction"</b>	means a recorded and auditable instance of business activity, involving service provision or Stock movement across organisational or service boundaries;
<b>"Transaction Benchmarking Service"</b>	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;
<b>"Transaction Correction"</b>	means a correction to a Branch financial error distributed by Post Office to the Branch Infrastructure via the HNG-X Central Infrastructure;
<b>"Transaction Correction Record"</b>	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);
<b>"Transaction Enquiry Service"</b>	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);
<b>"Transaction Information Processing" or "TIP"</b>	means the transaction information processing system developed and operated by Post Office;
<b>"Transaction Management Support Facility"</b>	means the Support Facility referred to at paragraph 3.4 of Schedule B3.2;
<b>"Transaction Processing System (TPS)"</b>	means the system which generates Transaction data file and Transaction data file summaries for transfer to Post Office Limited;
<b>"Transaction Voucher"</b>	means a document used by Post Office as evidence of a Transaction, including as an example, and without limitation, a telephone bill;
<b>"Transfer"</b>	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;

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<b>"Transfer Charges"</b>	means the Charges for the Transfer Services, as set out in paragraph 12 of Schedule D1;
<b>"Transfer Payment"</b>	means the sum payable pursuant to Clause 48.3 of this Agreement, calculated in accordance with paragraph 7 of Schedule E;
<b>"Transfer Regulations"</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
<b>"Transfer Services"</b>	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;
<b>"Transition"</b>	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;
<b>"Transition Dependency"</b>	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;
<b>"Transition Period"</b>	means the period of transition as set out in the CT2609;
<b>"Trigger Points"</b>	means each of the events designated as a trigger point in Table 5 in Part 1 of Annex 1 to Schedule B5 and, in relation to the Trigger Point Table, each of the events specified in that table;
<b>"Trigger Events"</b>	means the events set out in the columns headed 'Trigger Event' in the tables that appear in paragraph 2 of Schedule B3.1;
<b>"Trigger Point Table"</b>	means the table of that name in Annex C to Schedule D1;
<b>"Unavailable"</b>	Means;  1. In the period up to 31 <sup>st</sup> March 2015, in respect of a Counter Position, that it is not able to perform all Transactions, or communicate with the HNG-X Central Infrastructure (and that an agreed fallback condition as defined in Table 3 in section 2.3.4.2.5 of the Branch Network, Service Description does not apply) during a Post Office Core Day;

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	2. In the period from 1 <sup>st</sup> April 2015, 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;
<b>"Understanding Exercise"</b>	has the meaning specified in Clause 30.19.13;
<b>"Upper Target Price"</b>	shall have the meaning given to it in paragraph 1.3.2 of Schedule D8;
<b>"Use"</b>	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;
<b>"Use Case"</b>	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;
<b>"User"</b>	means a person authorised by Post Office to use a Service;
<b>"User Interface Definition Process"</b>	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;
<b>"User Story"</b>	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;
<b>"Variabilisation"</b>	has the meaning set out in Schedule I
<b>"Variabilisation Candidate"</b>	has the meaning set out in Schedule I
<b>"Variabilisation CCN"</b>	has the meaning set out in Schedule I
<b>"Variabilisation Completion"</b>	has the meaning set out in Schedule I
<b>"Variabilisation Framework"</b>	has the meaning set out in Schedule I
<b>"Variabilisation Goal"</b>	has the meaning set out in Schedule I
<b>"Variabilised Services"</b>	has the meaning set out in Schedule I

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<b>"Variable Services"</b>	has the meaning given in paragraph 11.1.1 of Schedule E;
<b>"Varied Indexed Charges"</b>	means the Indexed Charges for the following Services insofar as they are provided from 1 April 2015:  <ol style="list-style-type: none"> <li>1. Systems Management Service;</li> <li>2. Reference Data Management Service;</li> <li>3. Third Line Software Support Service;</li> <li>4. Management Information Service;</li> <li>5. Service Management Service;</li> <li>6. Reconciliation Service;</li> <li>7. Security Management Service; and</li> <li>8. Applications Support Service (4th Line).</li> </ol>
<b>"Volume Forecast Reduction"</b>	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 Transaction volumes forecast for that month as at the date when that CCD is amended pursuant to CCN 1200;
<b>"Volumetric Limits"</b>	shall have the meaning set out in paragraph 4.1 of Schedule C1;
<b>"VSAT"</b>	means very small aperture terminal;
<b>"VSAT BB"</b>	The communications method within the Branch Network Service as described in paragraph 1.3.2 (iv) of Schedule B3.3 that provides broad band connectivity to certain Branches using satellite dishes ;
<b>"WAN"</b>	means wide area network;
<b>"WebRiposte"</b>	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);
<b>"Work Order"</b>	shall have the meaning given to it in paragraph 4.2 of Schedule D2;
<b>"Work Ordering Procedure"</b>	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;
<b>"Work Package"</b>	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;
<b>"Work Package Element"</b>	means any element of a Work Package which is intended to be the subject of a discrete Work Order;
<b>"Worker"</b>	shall have the meaning given to it in Clause 48.4.3;

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<b>"Working Day"</b>	means a day other than a Bank Holiday, a Saturday or a Sunday;
<b>"Working Document"</b>	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
<b>"Working Hours"</b>	means for an individual post office, the hours during which that office is open for normal business.