

# **Statement of Work**

**CUSTOMER**



TELEFÓNICA UK LIMITED

**AND**

GCI Network Solutions Limited

**With reference to: Professional Services Agreement TUK498 dated 5<sup>th</sup>  
November 2014**

And relating to

CTO CONSULTANT RESOURCE SERVICE

STATEMENT OF WORK NUMBER: 021

## Table of Contents

GENERAL PROVISIONS	3
DOCUMENT REVISION	3
ORDER MANAGEMENT	3
ORDER IDENTIFICATION	3
<b>OVERVIEW</b>	4
INTRODUCTION	4
DOCUMENT PURPOSE	4
GENERAL SCOPE OF WORK	4
<b>IT SERVICES &amp; DELIVERABLES</b>	5
IT SERVICES	5
STATEMENT OF DELIVERABLES	5
DEPENDENCIES & ASSUMPTIONS	6
ONSITE RESOURCE PROFILE	7
KEY PERSONNEL	7
DELIVERY ADDRESS	7
DELIVERY HOURS	7
SPECIFICATIONS	7
TRAINING	7
PRODUCT ASSURANCE / QUALITY ASSURANCE	7
SUMMARY OF VALUE-ADD SERVICES	7
PROJECT MANAGEMENT	8
MEETING STRUCTURE	8
EXIT PLANNING	8
EXCLUSIVITY	8
3 <sup>RD</sup> PARTY SUPPLIER ENGAGEMENT	8
TERMINATION PERIOD	8
STATEMENT OF WORK RENEWAL	8
FINANCIAL PROVISIONS	9
INVOICING AND PAYMENT	10
LIQUIDATED DAMAGES	10
APPROVAL	11
ATTACHMENT – SERVICE LEVEL AGREEMENT	12

## General Provisions

This Statement of Work (“SOW”) forms part of the Professional Services Agreement (Agreement Number TUK498) between GCI Network Solutions Ltd (the “Company” or “Nasstar”) and Telefónica UK Limited (“Telefónica”) dated 5th November 2014, as amended by the Variation Agreement – Data Protection Requirements dated 11 December 2018, the Variation Agreement dated 28 June 2019 and supplemented by the Deed of IR35 Compliance dated 19 July 2021 (together the “Agreement”). This Statement of Work is incorporated under the Agreement. It shall be read together with the terms and conditions contained within the Agreement. In the event of any conflict, the terms and conditions contained in the Agreement will prevail.

This Statement of Work comprises an order when and only when accompanied by a due and valid Purchase Order. Thereafter, any changes to this Statement of Work must follow the Change Control Procedures set out in Attachment 2 of the Agreement.

### Document Revision

Version	Change	Author	Date
0.1	Initial Draft	Lucy Dougherty	22/02/2024

### Order Management

Nasstar Client Principal – Lucy Dougherty

Nasstar Service Lead – Gianluca Formica

Liberty Global Procurement Senior Manager – Valeria Basko

Telefónica Vendor Manager – Rachel Spiers

### Order Identification

Statement of Work Number – 021

Project Name – CTO Consultant Resource Service

Agreement Number – TUK498

# Overview

## Introduction

Company will provide Telefónica with a CTO Consultant Resource Service. This Service will provide high quality Solution Architects (SAs), Lead Solution Designers (LSDs), Solution Designers (SDs) and Config Designers (CDs) (the “Resources” or, when referred to in the singular, a “Resource”) to work on IT and Business change projects.

Telefónica requires a consistent level of support and governance to be provided to these roles such that they add value to a project immediately. In addition to excellent design skills, each Resource will need to have well rounded soft skills so that they are able to build relationships and effectively manage stakeholders, suppliers and other design teams in a demanding delivery environment. On the projects specified Telefonica wants a seamless managed service such that the quality of the external Resources is on a par with permanent equivalents.

For the avoidance of doubt, no Services will be provided until Telefonica has provided a Purchase Order in accordance with clause 2.3 of the Agreement.

## Document Purpose

The purpose of this Statement of Work is to describe a package of work to be undertaken by the Company under the Agreement, when supported by a valid purchase order.

Thereafter, any changes to this Statement of Work must follow the Change Control Procedures set out in Attachment 2 of the Agreement.

## General Scope of Work

The general scope of work required and to be provided by the Company includes the provision of Resources to Telefónica for the specified projects in this agreement and the provision of certain “value added services” including ad-hoc training for the Telefónica Solution Design community, improving the Telefónica current Solution Design processes and its relationships with internal stakeholders all in accordance with the Service Level Agreement included as an attachment to this Statement of Work.

The Company shall:

- Manage Knowledge Transfer**

demonstrate ways of ensuring experience, business and application knowledge gained by one Resource on a project is passed on effectively to other Resources.

- Manage Relationships with Managed Service Solution Designers**

ensure that there is an effective working relationship between the Company and its Resources as this is essential to drive quality standards.

- Manage Relationship with Telefónica**

create an effective working relationship between the Company and Telefónica as this is essential to provide a seamless design service to internal stakeholders. In addition to resource management and administrative tasks when Resources are assigned to the specified projects, this includes identifying ways of adding value to improve the overall solution design service provided to Telefónica

- Provide Project-Ready Solution Designers**

ensure that there are minimal delays between the Resource being assigned to a project and the Resource adding value to the project. This is set out in more detail in the Statement of Deliverables below relating to provision of project ready Resources.

# IT Services & Deliverables

The Company warrants and represents that the Services provided will comply with the requirements set out in this Section.

## IT Services

### Service Governance

- The Company has accountability for all Resources provided to Telefónica for the specified projects.
- The Company has accountability for the quality of all Resource activities and deliverables.
- Metrics will be in place to manage the performance of the Company and the Resources as set out in the section below.
- The escalation path in place to deal with any issues is set out in Attachment 13 of the Agreement but the other relevant provisions of the Agreement shall also apply.
- The Company shall, through delivery governance and community development governance, drive continuous improvement to the Services throughout the term of this Statement of Work.

## Statement of Deliverables

Under this Statement of Work, the Company shall provide the Managed Service in accordance with the following obligations for the Solution Design resources and Service Levels.

### 1. Provide Project Ready Resources for Specified Projects

Once Telefónica has requested a Resource then the Company shall provide a 'project ready' Resource within 10 Business Days of such request. For the purpose of this document Project Ready will mean:

- Skill assessment and Interviewing of the Resource for the Specified Project
- Knowledge Transfer completed for Specified project. Telefónica UK Design Deliverables and Telefonica's VMO2 Delivery Framework (located at <http://intranet.uk.pri.o2.com/SupportandSystems/CCD/Pages/VMO2%20Project%20Delivery%20Lifecycle.aspx>), and as updated from time to time
- Provision of Access to Telefónica UK Systems and Buildings
- Assignment of Telefónica UK Assets e.g.: Laptop, Secure ID etc.

If a Resource is deemed unsuitable by Telefónica, acting reasonably, within the first 3 weeks of an assignment, Telefónica reserves the right to reject the individual and Telefónica shall not be required to pay the Company for that Resource's time.

### 2. Ensure Provision of Quality Design Deliverables by the Resources

The Company will be accountable for the quality of design deliverables produced by appropriately skilled and trained Resources. Resources will be expected to produce standard design documents aligned with the Customer Centred Design process as indicated below. Additional deliverables may be required and will be detailed by Telefonica to the Company on a per project basis.

Deliverable	Owner	Frequency
Produce High Level End to End Design	Solution Designer	Per Project
Complete Compliance against Requirements Matrix	Solution Designer	Per Project
Review Lower Level Designs from Other Third Party Suppliers	TGT / Third Party Suppliers	Ad hoc
Review Business Processes	Business Analyst	Ad hoc

Peer Reviews of High Level Designs will be completed in conjunction with the terms outlined in the SLA.

### 3. Progress Meetings and Performance Reviews

The parties shall meet regularly to review the Company's performance in accordance with this Statement of Work. The Company shall provide to Telefónica at these meetings an update of the metrics dashboard report as agreed between the parties.

Meeting frequency and deliverables will be as follows:

Meeting	High Level Description	Frequency	Telefónica	Nasstar
Quarterly Review	<ul style="list-style-type: none"> <li>• Review quarterly performance</li> <li>• Consider escalations arising</li> <li>• Address future strategic concerns or opportunities around the CTO Consultant Resource Service</li> </ul>	Quarterly	<ul style="list-style-type: none"> <li>• Head of IT Architecture and Design</li> <li>• Lead Solution Design Manager</li> <li>• Other attendees as required including nominated team leaders</li> </ul>	<ul style="list-style-type: none"> <li>• Account Manager</li> <li>• Consultancy Manager</li> <li>• Solution Design Service Team Lead</li> <li>• Other attendees as required</li> </ul>
Service Delivery Monthly Review	<ul style="list-style-type: none"> <li>• Review performance against service levels for that month</li> <li>• Discuss any escalated issue concerning people or performance</li> <li>• Monitor demand against existing Purchase Orders</li> <li>• Discuss Training Proposals/Plans</li> </ul>	Monthly	<ul style="list-style-type: none"> <li>• Lead Solution Design Manager</li> <li>• Design Team Lead(s)</li> <li>• Other attendees as required</li> </ul>	<ul style="list-style-type: none"> <li>• Consultancy Manager</li> <li>• Solution Design Service Team Lead</li> <li>• Other attendees as required</li> </ul>
Fortnightly Delivery Meeting	<ul style="list-style-type: none"> <li>• Review Resource resourcing requests for existing and new projects and demand forecasting</li> <li>• Manage staffing, mobilisation and any roll-off of Resources</li> <li>• Review Performance and issues and risks arising and take appropriate action</li> </ul>	Fortnightly	<ul style="list-style-type: none"> <li>• Design Team Lead(s)</li> <li>• Other attendees as required</li> </ul>	<ul style="list-style-type: none"> <li>• Solution Design Service Team Lead</li> <li>• Other attendees as required</li> </ul>

#### 4. Value Add Services

Please see section Summary of Value Add Services for specific deliverables.

#### Dependencies & Assumptions

Telefónica shall provide access to any sites, information, systems or personnel necessary to enable Company to meet its obligations set out in the SLA in sufficient time to meet any deadlines set out in the SLA.

In respect of Company's obligations described in the SLA, if Telefónica fails or is delayed (for reasons not attributable to the Company) in discharging Telefónica obligations, and such failure or delay causes the Company to be delayed in meeting, or to be unable to meet the Company's obligations set out in the SLA, Service Credits will not apply.

In respect of Company's other obligations described in the Agreement and this SOW, if Telefónica fails or is delayed (for reasons not attributable to the Company) in discharging the Telefónica obligations described in the Agreement or in this SOW, and such failure or delay causes the Company to be delayed in meeting, or to be unable to meet the Company's obligations, the Company's liability to Telefónica for such delay or failure shall be reduced or postponed to reflect the extent of Telefónica's failure or delay provided that the Company gives Telefónica notice at the time of such failure or delay by Telefónica in the following manner:

- Notice shall be given first by telephone and then by email to the Telefónica commercial representative Kieran Finley or such other person or contact point that Telefónica may specify from time to time.
- Such notice shall include a clear and precise description of the delay and/or failure by Telefónica and an estimate of the delay or potential delay that will result if Telefónica fails to take remedial action.

For the avoidance of doubt, other obligations on Telefónica (whether or not set out in any operational plan, meeting minutes, or communications between Telefónica and the Company) shall not be Telefónica obligations for the purpose of this Statement of Work.

For the avoidance of doubt, any failure or delay by Telefónica to carry out the Telefónica obligations shall not constitute breach of contract by Telefónica and shall not be grounds for the Company to take action against Telefónica.

## Onsite Resource Profile

The Supplier will provide the Services and/or Deliverables from its own premises and the Supplier acknowledges that nothing in the SOW requires Telefonica UK Ltd to provide (or contemplates, assumes or is dependent on Telefonica UK Ltd providing) any office and / or desk space (and/or any ancillary services) to the Supplier in connection with the provision of the Services and/or Deliverables. Notwithstanding the foregoing, from the date hereof and for the remainder of the term of the SOW the Supplier may visit the Telefonica premises below for Service-related meetings:500 Brook Drive, Reading and Leeds Arlington Business centre.

## Key Personnel

The following personnel shall be deemed to be Key Personnel for the purpose of this Statement of Work and clause 4 of the Agreement.

Nasstar Client Principal – Lucy Dougherty

Nasstar Service Lead – Gianluca Formica

## Delivery Address

The Supplier will provide the Services and/or Deliverables from its own premises and the Supplier acknowledges that nothing in the SOW requires Telefonica UK Ltd to provide (or contemplates, assumes or is dependent on Telefonica UK Ltd providing) any office and / or desk space (and/or any ancillary services) to the Supplier in connection with the provision of the Services and/or Deliverables. Notwithstanding the foregoing, from the date hereof and for the remainder of the term of the SOW the Supplier may visit the Telefonica premises below for Service-related meetings:500 Brook Drive, Reading and Leeds Arlington Business centre.

## Delivery Hours

UK business hours (Monday - Friday 9am to 5pm on Business Days excluding Bank Holidays). Additional hours may be required to flex around project demands and will be arranged by agreement between Telefonica and Company.

## Specifications

Not Used

## Training

Telefónica shall provide all relevant information, and any relevant updates to that information, associated with the Telefónica VMO2 Delivery Framework process, design documents to be used by Resources and domain business knowledge induction material. The Company will be expected to train their own Resources so that they are 'project ready'.

All Resources will be required to complete the mandatory CBT Training packages specified within 4 weeks of engagement, unless otherwise agreed with Telefonica.

## Product Assurance / Quality Assurance

The Company will operate a quality framework process to ensure quality and consistency across the provision of the Services. Peer reviews will be completed as part of this quality framework, and the Company will ensure that Resource deliverables are peer reviewed before submission to Telefonica. The completion of peer reviews will be tracked and reported as part of the Monthly Service Review.

The Company will also solicit regular feedback from Telefonica stakeholders for Resource's on the Service to ensure satisfaction across the Service. In addition, at the end of each completed engagement the Company will conduct a formal staff evaluation to gather feedback to improve future service (and individual Resource) performance.

## Summary of Value-Add Services

A summary of the "value add" services provided by the Company under this Statement of Work is provided below. The Company will:

- Continue to train Resource provided so that they are 'project ready'
- Operate a quality framework process (as detailed in the section above headed 'Product Assurance/Quality Assurance') to ensure quality and consistency across the Services. Peer reviews will be completed as part of this quality framework, and the Company will ensure that Resource deliverables are peer reviewed before submission to Telefonica.
- Compile detailed reports of all managed service Resource activity and their respective project status to their assigned Telefonica IT Design Team Lead on a weekly basis.
- Maintain a service dashboard that depicts service quantity and quality which will be used as the primary document for review at monthly/quarterly review meetings.
- Manage the closure and transition of Resource roles to ensure there is adequate documentation provided and knowledge transfer completed.

## Project Management

The Company will provide weekly reports for all the Resources provided to Telefonica.

## Meeting Structure

Governance meeting details for both delivery governance and community governance activities shall be as set out in the Statement of Deliverables section.

## Exit Planning

Clause 3.2.5 of the Agreement shall apply.

## Exclusivity

No volume or exclusivity commitments are made under the Agreement or this Statement of Work.

## 3<sup>rd</sup> Party Supplier Engagement

Not Applicable.

## Termination Period

Notwithstanding Clause 6.2 of the Agreement, Telefónica may terminate this Statement of Work for convenience on provision of a minimum of 45 days' notice to the Company. In such circumstances, Telefónica will be liable to pay for Services performed up to the date of termination.

## Statement of Work Renewal

This SOW of work covers the CTO Consultant Resource Service for the specified projects from 1<sup>st</sup> April 2024 to 30<sup>th</sup> June 2024 (the "Initial Term").

Both parties agree to meet before the end of the Initial Term, to agree changes to this Statement of Work, a new Statement of Work (or extension of this Statement of Work) for future projects or continued engagement on the projects listed in this Statement of Work and allow sufficient time for new arrangements to be made before the expiry of this Statement of Work.

## Financial Provisions

The pricing in this section is based on the Company's rate card for the period 1<sup>st</sup> April 2024 to 31<sup>st</sup> March 2025 as set out below.

Estimated Fees under this Statement of Work total £88,090.38 for the period 1<sup>st</sup> April 2024 to 30<sup>th</sup> June 2024.

These resource levels and Fees are based on utilisation assumptions and may vary from time to time.

The Fees payable are calculated on the following basis, Value Add services are included in these Fees.

**For the Initial Term:**

Qty	Role Description	Day Rate	Est. Total for Term*
2	Lead Solution Designer 1 <sup>st</sup> April 2024 – 30 <sup>th</sup> June 2024)	£699.13	£88,090.38
	<b>Sub Total</b>		<b>£88,090.38</b>
	<b>Estimated Spend for the Initial Term</b>		<b>£88,090.38</b>

\*Assumes average of 2 heads across 63 working days from 1<sup>st</sup> April 2024 through to 30<sup>th</sup> June 2024 at rates agreed for the period commencing 1<sup>st</sup> April 2024

The total Fees stated in this Statement of Work, for deliverables, is an estimated price for the Services described. The Company will invoice Telefonica only for the Services rendered. Any changes must follow the change control procedures set out in Attachment 2 of the Agreement. Exhibit A - change request form and Exhibit B – change proposal form are to be used as written documentation of changes to this Statement of Work between both parties. Any change must be subject to written agreement of Telefonica and Company, be documented in an amendment to this Statement of Work and signed by the authorised representatives before implementation of change.

Payment is monthly in arrears, during each month of the Initial Term of the SoW being 1<sup>st</sup> April 2024 to 30<sup>th</sup> June 2024 and Nasstar shall invoice Telefonica for the actual Services performed during each month, such invoice will be calculated in accordance with the rates detailed above. Telefonica shall raise a PO for each 3 month period in advance.

Notwithstanding Attachment 12 of the Agreement, any additional demand from Telefónica under this Statement of Work for additional Company designer resources shall be charged in accordance with the following rate card:

Role Description	Day Rate	Valid From	Valid To
Solution Architect	£718.20	1 <sup>st</sup> April 2024	31st March 2025
Lead Solution Designer	£699.13	1 <sup>st</sup> April 2024	31st March 2025
Solution Designer	£648.20	1 <sup>st</sup> April 2024	31st March 2025

No individual Company Resource will be moved to a higher rate in the rate card without the express and written permission of a member of Telefónica's IT Vendor Management team.

**NOTE:**

Expenses to be charged by the Company shall be in line with the Telefonica Business Expense Policy in Attachment 5 of the Agreement. Each Company resource must be assigned a Telefonica base location for their assignment in agreement with Telefonica. Expenses shall not be charged by the Company for any travel to or from this Telefonica base location.

Where Company Personnel are required by Telefonica to travel to other locations to attend meetings or otherwise as required the Company shall obtain prior written approval from the relevant Telefonica IT Design Team Lead for any expenses to be incurred associated with the trip.

The Company will pay a rebate to Telefonica in accordance with the provision detailed in Attachment 12 of the Agreement.

## Invoicing and Payment

The Company shall invoice Telefonica on a monthly basis for the actual Services performed during each month and in accordance with clause 5.3 of the Agreement,

## Liquidated Damages

Not applicable.

# Approval

The parties agree to the terms of this Statement of Work.

SIGNED For and on behalf of <b>TELEFÓNICA UK LIMITED</b>	
By (print name)	Chris Buggie
Position (authorised representative)	Director of Infra
Date	28-03-2024

SIGNED For and on behalf of <b>GCI Network Solutions Limited</b>	
By (print name)	Lucy Dougherty
Position (authorised representative)	Account Director
Date	27-03-2024

## Attachment – Service Level Agreement

The following is the Service Level Agreement which will apply to this Statement of Work. It is an update of the earlier Service Level Agreement which was contained in Attachment 8 of the Agreement, and supersedes that earlier Service Level Agreement.

It will be used during the monthly service reviews to assess overall service performance and to identify any remedial actions required to improve service performance.

1	<b>Turnaround time from initial request to starting on a project</b>	<p><b><i>The Company to have resources in place on agreed start date.</i></b></p> <p>Requests for Resources must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• The requirement has approved project funding</li> <li>• The resource requisition has been made in Clarity</li> <li>• The request, with job specification, has come formally via email from the Telefonica Solution Design management team (resource request submission date)</li> <li>• Agreed start date – a minimum of 10 days after the resource request submission date (20 days for a “specialist” Resource)</li> <li>• Details of the project, PM (if known), any specific skills required (and specialist skills for a “specialist” Resource), and an indication of what the type of project is (i.e. integration, billing, MVNO, network, website, iPhone launch etc.)</li> </ul> <p>Note: whether a requirement constitutes a “specialist” Resource is to be agreed between Telefonica and the Company on a case by case basis</p>	<ul style="list-style-type: none"> <li>• <b>Green</b> = All Resources successfully placed before or on the required start date</li> <li>• <b>Amber</b> = Not all Resources placed by agreed start date, but all resources successfully placed within 5 days after the required start date (10 days for specialist resource).</li> <li>• <b>Red</b> = at least one Resource not successfully placed within 5 days after the required start date (10 days for specialist resource).</li> </ul>
2	<b>Handover for replacement Resources</b>	<p><b><i>The Company to replace Resources on request in a timely manner.</i></b></p> <p>There are four scenarios where a Resource is to be swapped out for another. The third and fourth scenarios (initiated by the Company) will not be included in the RAG status:</p> <ol style="list-style-type: none"> <li>1. At the request of Telefonica to free up a Resource for another role – handover to be funded by Telefonica project</li> <li>2. At the request of Telefonica or the Company to replace a Resource who is not performing as expected – handover to be funded by the Company</li> <li>3. At the request of the Company to replace a contract Resource with a permanent Resource – handover to be funded by the Company</li> <li>4. At the request of the Company in the case of a resource leaving the Company – handover funding to be determined on case by case basis.</li> </ol> <p>In all scenarios, this must be agreed in principle between the Company and Telefonica and a handover date set before any such replacement takes place.</p>	<ul style="list-style-type: none"> <li>• <b>Green</b> = all resources successfully placed within 10 days of the swap being requested or notified.</li> <li>• <b>Amber</b> = not all resources successfully placed within 10 days, but all resources successfully placed within 20 days after the swap being requested or notified</li> <li>• <b>Red</b> = not all resources successfully placed more than 20 days after the swap being requested or notified</li> </ul>

3	<b>Project Solution Design and Architecture Engagement Checklist</b>	<p><b><i>The Company to demonstrate understanding of Solution Design on engagement to a Project.</i></b></p> <p>Upon allocation of a Resource to a project at Decision Point 2 (DP2 - start of Prove Phase) or subsequently, a project Solution Design Engagement Checklist should be completed and presented in a playback session by the SD to the Telefonica Solution Design Manager and Portfolio Design Manager, by the fourth week of engagement (subject to availability).</p> <p>The Engagement Checklist may be used prior to DP2, but in such cases the SLA criteria will not apply.</p>	<ul style="list-style-type: none"> <li>• <b>Green</b> = All Solution Design Engagement Checklists completed as per agreed timescales</li> <li>• <b>Amber</b> = One or more Solution Design Engagement Checklists completed outside agreed timescales</li> <li>• <b>Red</b> = More than one Solution Design Engagement Checklist not completed as per agreed timescales and / or significant gaps in one or more, demonstrating a lack of understanding of the project and what is required</li> </ul>
4	<b>Reporting and Design Issues Log</b>	<p><b><i>The Company to report on progress of Solution Design assignments, and ensure design issues etc. are logged.</i></b></p> <p>On a weekly basis the following reporting will be completed by Resources and the Company team leads:</p> <ol style="list-style-type: none"> <li>1. All Resources to update the Solution Design Project tracker on the Telefonica Architecture Hub</li> <li>2. Team Leads to issue of status updates on all Red, Amber and Hot HLDs, weekly</li> <li>3. All Resources to update the central Design Issues log with changes to Issues, Risks, Dependencies and Assumptions</li> </ol>	<ul style="list-style-type: none"> <li>• <b>Green</b> = All updates carried out and reports issued on time</li> <li>• <b>Amber</b> = Partial updates and reports issued on time</li> <li>• <b>Red</b> = Partial updates and reports issued late or with out of date information</li> </ul>
5	<b>Capitalisation and financial reconciliation</b>	<p><b><i>The Company to record time in Clarity, reconcile against time billed, and achieve at least 95% Capitalisation of Capex work.</i></b></p> <p>All Resources will record project time in Clarity on a weekly basis, in line with Telefonica's reporting guidelines.</p> <p>The Company will seek to achieve 100% Capitalisation, (excluding work which is agreed by Telefonica to be Opex-funded).</p> <p>The Company will complete reconciliation of the SDMS data with Clarity and reporting of the level of capitalisation for each month of the service at the end of each reporting period.</p> <p>Note: For the purposes of the RAG status calculation, Capex which is attributed late due to delay in Telefonica approval of timesheets shall be included in the month in which it was incurred.</p>	<ul style="list-style-type: none"> <li>• <b>Green</b> = All Clarity timesheets submitted, reconciled and Capitalisation reported by the 5<sup>th</sup> working day of the reporting period, Capitalisation &gt;= 95% of available Capex.</li> <li>• <b>Amber</b> = All time updated at Clarity month end and Capitalisation completed between the 6<sup>th</sup> and 10<sup>th</sup> working day of the reporting period; or Capitalisation less than 95% but &gt;= 90%.</li> <li>• <b>Red</b> = Capitalisation not completed by the 10<sup>th</sup> working day of the reporting period, or Capitalisation below 90%</li> </ul>

6	<b>Compliance with VMO2 Delivery Framework Process</b>	<p><b><i>The Company Resources to comply with VMO2 Delivery Framework Process.</i></b></p> <p>Compliance will be monitored using updates from Solution Design tracker. HLD reviews to be facilitated by Telefonica, and Telefonica to provide all required support in order to meet quality and schedules agreed.</p> <p>It should be recognised that a status other than Green can result from a number of external factors not under the Company's control.</p>	<ul style="list-style-type: none"> <li>• <b>Green</b> = More than 80% of in-progress HLDs report Green status on Solution Design tracker</li> <li>• <b>Amber</b> = More than 60% of in-progress HLDs report Green status or more than 5% of in-progress HLDs report Red status</li> <li>• <b>Red</b> = Less than 60% of in-progress HLDs report Green status or more than 10% of in-progress HLDs report Red status; <b>OR</b> one or more P1 defects traced to design issue.</li> </ul>
7	<b>Onboarding</b>	<p><b><i>The Company to comply with Telefonica onboarding requirements.</i></b></p> <p>New Resources must complete The Company's induction process, including Telefonica requirements on health &amp; safety, process and computer-based training, within 20 days of starting at Telefonica.</p> <p>Where The Company and Telefonica agree, in advance, that project or other Telefonica commitments will mean that a Resource cannot meet these deadlines, that Resource will be excluded from this RAG status reporting.</p>	<ul style="list-style-type: none"> <li>• <b>Green</b> = All Resources complete induction within first 10 days</li> <li>• <b>Amber</b> = All Resources complete induction within first 20 days</li> <li>• <b>Red</b> = One or more inductions not completed within first 20 days</li> </ul>

## Standard Operating Agreement

<b>1</b>	<b>Notice Periods</b>	In the event of a Resources no longer being required or deciding to move on from Telefonica, the following notice periods will be applicable: <ol style="list-style-type: none"> <li>1. Telefonica: Planned end of a project – 5 working days</li> <li>2. Telefonica: Unplanned project termination by Telefonica – 10 working days</li> <li>3. The Company: SD leaving the Company – 10 working days</li> <li>4. Non-performance of an SD – To be agreed between the Company and Telefonica on a case-by-case basis</li> </ol>
<b>2</b>	<b>Time Booking</b>	The Company will carry out the Booking Manager responsibilities within Clarity
<b>3</b>	<b>Reporting</b>	Reporting period will be aligned with Clarity months while Clarity data is only available with weekly granularity. This will move to calendar month end when Clarity data is available with daily granularity in line with the Company invoicing.  Telefonica must provide Clarity project reporting codes to allow the Company resources to book their time.
<b>4</b>	<b>Telefonica Onboarding obligations</b>	The Company are to request CINs, LAN IDs, laptops, buildings passes etc. for new starters, delays to provision of these by Telefonica impact on the capability of the Company to meet SLAs.  CINs are to be fulfilled within 1 business day, otherwise the ability of the Company to deliver on SLAs 1, 2, 3, 5, 6 & 7 will be negatively impacted and thus these SLAs will not apply until CINs are provided.
<b>5</b>	<b>Replacement of contract staff by the Company's permanent staff</b>	Provided that the permanent employee of the Company has the appropriate skillset, Telefonica will support and facilitate the replacement of a Company contractor by a permanent employee of the Company.