

Statement of Work

CUSTOMER



TELEFÓNICA UK LIMITED

AND

GCI Network Solutions Limited

**With reference to: Professional Services Agreement TUK498 dated 5th
November 2014**

And relating to

PROGRAM MANAGEMENT

STATEMENT OF WORK NUMBER: 023

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ROR! BOOKMARK NOT DEFINED.

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	15/03/2024
1.0	FINAL Draft – Amended Deliverables Section	Lucy Dougherty	25/03/2024

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 – 023

Project Name – Program Management

Agreement Number – TUK498

Overview

Introduction

Nasstar will provide Telefónica with a Program Manager Resource Service. This Service will provide a high-quality Program Manager (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 Program Management 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. Deliverables:

MoneyMap is a solution used by the Revenue Assurance team in VMO2 to operate controls to mitigate certain risks in the business. Over time new controls are required and existing controls may require change.

The service described in this Statement of Work ('SoW') relates to this MoneyMap solution.

This SOW covers the terms of delivery for multiple Projects. Delivery of each Project shall be in accordance with the terms of this SOW and the PSA.

- Organise and run the quarterly SRMs for the Revenue Assurance service.
- Management of Project Budgets for Revenue Assurance including PO raising and management.
- Management of forecasts and actual costs in Clarity for Revenue Assurance (MoneyMap) and Commissions (ACE)
- Management of a 3rd party contract that delivers the following for the Revenue Assurance service:
 - Demand management
 - Impact Assessment (Initial Impact Assessment and Detailed Impact Assessment via Telefonica's CCD change process).
 - Project / Program Management
 - Proof of Concept
 - Requirement Capture
 - Design
 - Development and delivery of controls and data feeds.

- Data Builds,
- Testing
- Implementation (engagement with TEF UK run & operate team supporting MoneyMap)
- Post Implementation Support (including post-implementation review)
- Fault Fixing
- Warranty Support for 1 month post GO LIVE

3. 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.

3rd 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 Program Manager Resource Service for the specified projects from 1st April 2024 to 31st December 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 1st April 2024 to 31st December 2024 as set out below.

Estimated Fees under this Statement of Work total £121,930.00 for the period 1st April 2024 to 31st December 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	Period	Duration in Working Days	Day Rate	Est. Total for Term*
1	Program Manager	1 st April – 30th June 2024	62	£635.00	£39,370.00
		1 st July – 30 th Sept 2024	65	£645.00	£41,925.00
		1 st October – 31 st December 2024	63	£645.00	£40,635.00
Total Estimated Spend for the Initial Term					£121,930.00

*Assumes average of 1 head across 190 working days from 1st April 2024 through to 31st December 2024 at rates agreed for the period commencing 1st 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 1st April 2024 to 31st December 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
Program Manager	£635.00	1 st April 2024	30 th June 2024
Program Manager	£645.00	1 st July 2024	31 st December 2024

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 TELEFÓNICA UK LIMITED	
By (print name)	Mark Hardman
Position (authorised representative)	Finance Director - Finance Operations
Date	02-04-2024

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