

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

CIO DISE RESOURCE SERVICE

STATEMENT OF WORK NUMBER: 027

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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	26/11/2024
0.1	Peer Review (Nasstar)	Gianluca Formica	26/11/2024
1.0	FINAL Draft	Lucy Dougherty	26/11/2024

Order Management

Nasstar Client Principal – Lucy Dougherty

Nasstar Service Lead – Gianluca Formica

Liberty Global Procurement Senior Manager – Bhavi Patel

Telefónica Vendor Manager – Emily Burton

Order Identification

Statement of Work Number – 027

Project Name – CIO DISE Resource Service

Agreement Number – TUK498

Overview

Introduction

Company will provide Telefónica with a CIO DISE Resource Service. The CIO DISE Resource Service will comprise of Resources in two separate teams providing the following Services (the "Resources" or, when referred to in the singular, a "Resource").

1. DISE Configuration Design Service consisting of the following Resources:
 - o DISE Configuration Design Consultants
2. DISE Reference Data Analyst Service consisting of the following Resources:
 - o Reference Data Manager
 - o Reference Data Consultant
 - o Senior Reference Data Analyst
 - o Junior Reference Data Analyst

Where there are differences between the DISE Configuration Design Service and the DISE Reference Data Analyst Service this will be clearly indicated.

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 technical 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 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.

The Company shall:

- **Manage Knowledge Transfer**
demonstrate ways of ensuring experience, business and technical knowledge gained by one Resource on a project is passed on effectively to other Resources.
- **Manage Relationships with Managed Service**
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 Resources**
ensure that there are minimal delays between the Resource being assigned to a project and the Resource adding value to the project.

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:

1. DISE Configuration Design Service

1.1 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 [Delivery Framework](#)), 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.

1.2 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.

1.3 Key Deliverables:

The following set of deliverables have been agreed between the parties:

1. **Weekly Submission of Topaz File:** Deliver the Topaz file every Monday.
2. **End-of-Period Excel Breakdown:** Submit an Excel spreadsheet at the end of each Clarity period detailing the number of days worked by each team member for billing reconciliation purposes.
3. **Weekly Clarity Timesheet Submission:** Ensure all staff submit their Clarity timesheets by the close of business every Friday.
4. **Detailed Data Analyst Team Reporting:** Provide a breakdown of time per individual for the DISE Data Analysts team, who record time under a single code in Clarity.
5. **Maintenance of Leave Planner Access:** Maintain and provide access to a leave planner for all staff working on VMO2, accessible via VMO2 Teams.
6. **Monthly Team Activity Tracking:** Maintain a monthly team activity tracker for the Configuration Designers and Data Analysts within the DISE team.

1.4 Value Add Services

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

2. DISE Reference Data Analyst Service

Resources will be expected to:

- Produce an Impact Assessment document for any changes to reference data resulting from Small Change Requests (SCRs) or Projects.
- To build changes in the Test and Live/Production environments.
- To build configuration for Business Gateway and Partner Hub.
- To update Hardware Definition Sheet (HDS) with latest handset data.
- Produce Product Definition Sheet (PDS) with latest tariff data.
- Bespoke Tariff builds
- BAU changes
- In-Life incident management

Dependencies & Assumptions

1. DISE Configuration Design Service:

This section refers to SLAs which are outlined in the Attachment section of this document and only applies to the DISE Configuration Design Service.

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 Rachel Spiers 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.

2. DISE Reference Data Analyst Service:

Not applicable.

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

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

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'.

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 CIO DISE Resource Service for the specified projects from 1st January 2025 to 31st December 2026 (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 January 2025 to 31st December 2026. Estimated Fees under this Statement of Work total £2,465,840.16 for the period 1st January 2025 to 31st December 2026.

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.

For the Initial Term:

Qty	Description	Period	Day Rate	Days	Est. Total for Term
4	DISE Configuration Design Consultants	1st January 2025 to 31 st December 2025	£631.77	252	£636,824.16
		1st January 2026 to 31 st December 2026	£644.66	252	£649,817.28
1	Reference Data Manager	1st January 2025 to 31 st December 2025	£480.00	252	£120,960.00
		1st January 2026 to 31 st December 2026	£489.90	252	£123,454.80
1	Reference Data Consultant	1st January 2025 to 31 st December 2025	£500.00	252	£126,000.00
		1st January 2026 to 31 st December 2026	£510.20	252	£128,570.40
1	Senior Reference Data Analyst	1st January 2025 to 31 st December 2025	£361.00	252	£90,972.00
		1st January 2026 to 31 st December 2026	£368.37	252	£92,829.24
3	Junior Reference Data Analyst	1st January 2025 to 31 st December 2025	£325.00	252	£245,700.00
		1st January 2026 to 31 st December 2026	£331.63	252	£250,712.28
Total					£2,465,840.16

*Assumes average of 10 FTE across 252 working days from 1st January 2025 through to 31st December 2025 and 252 working days from 1st January 2026 through to 31st December 2026 at rates agreed for the period commencing 1st January 2025

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 January 2025 to 31st December 2026 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.

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	Jakki Kirby
By (print name)	Jakki Kirby
Position (authorised representative)	Interim Director B2B IT
Date	02-12-2024

SIGNED For and on behalf of GCI Network Solutions Limited	Lucy Dougherty
By (print name)	Lucy Dougherty
Position (authorised representative)	Account Director
Date	02-12-2024

Standard Operating Agreement

This section only applies to the DISE Configuration Design Service.

1	Notice Periods	In the event of a Resources no longer being required or deciding to move on from Telefonica, the following notice periods will be applicable: 1. Telefonica: Planned end of a project – 5 working days 2. Telefonica: Unplanned project termination by Telefonica – 10 working days 3. The Company: SD leaving the Company – 10 working days 4. Non-performance of an SD – To be agreed between the Company and Telefonica on a case-by-case basis
2	Time Booking	The Company will carry out the Booking Manager responsibilities within Clarity
3	Reporting	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.
4	Telefonica obligations	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.
5	Replacement of contract staff by the Company's permanent staff	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.