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Schedule 4.3 (Exit Management)

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Exit Management

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1. Overview

The Supplier shall support the orderly transition of the Services from the Supplier to the Customer and/or to any Replacement Supplier in the event of termination (including a Partial Termination) or expiry of this Call-Off Agreement. This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition. The Supplier shall be responsible for the overall management of the exit and service transfer arrangements.

2. Contract life obligations

2.1 During the Term the Supplier shall:

- (a) maintain a document detailing the technical infrastructure through which the Supplier provides the Services. This document should be of sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;
- (b) maintain a register of all Customer Data contained in any applicable system management tools as well as any databases; and
- (c) where the Supplier is holding Customer Data on its own systems and providing updates to the system management tools, the Supplier shall maintain a register of all Customer Data contained in its own systems,

(collectively the "**Registers**"). The Supplier shall maintain the Registers in such format as is agreed between the parties and shall update the Registers from time to time and in particular upon the appointment, retirement or removal of any Sub-contractor or any material amendment being made to the terms of any Key Sub-contracts or other relevant agreements.

2.2 The Supplier will ensure that the Customer Data or Registers are provided to the Customer within a reasonable time of any request.

3. Obligations to assist on re-tendering of Services

3.1 Subject to paragraph 3.2, on reasonable notice, the Supplier shall, or shall procure that any Key Sub-contractors shall, provide to the Customer and/or a potential Replacement Supplier the following material and information in order to facilitate the preparation by the Customer of an invitation to tender and/or to facilitate any potential Replacement Supplier undertaking due diligence:

- (a) details of the Services and any information required to populate the Customer's knowledge repository to be accessed by a potential Replacement Supplier during the re-tender process;
- (b) a list of all ongoing projects (maintenance and upgrades) and changes scheduled in relation to the provision of the Services;

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- (c) a list of open issues and full list of known (unresolved) issues;
- (d) an inventory of Customer Equipment in the Supplier's possession or control, including all asset lists (physical and virtual), lists of associated software, network configuration diagrams, and all documented processes/procedures pertaining to the delivery of the Services;
- (e) a list of on-going and/or threatened disputes in relation to the provision of the Services;
- (f) to the extent permitted by applicable Law, all information relating to transferring employees required to be provided by the Supplier under this Call-Off Agreement in accordance with Schedule 5.1 (Staff Transfers) of the Standard Terms;
- (g) an inventory of the Customer Data in the Supplier's possession or control;
- (h) a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
- (i) provision of assistance as required by the Customer in answering questions from potential Replacement Supplier(s); and
- (j) such other material and information as the Customer may reasonably require.

(together, the **"Exit Information"**).

3.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 3.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices, costs, security arrangements or technology specific to the Supplier).

3.3 The Supplier shall:

- (a) notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Customer regarding such proposed material changes; and
- (b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.

3.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than one (1) update in any one (1) month period.

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3.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

- (a) prepare an informed offer to supply those Services; and
- (b) not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

4. Exit Plan

4.1 The Supplier shall, within 28 (twenty eight) days after the First Service Request Date, deliver to the Customer an Exit Plan which:

- (a) sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Agreement;
- (b) complies with the requirements set out in paragraph 4.2; and
- (c) is otherwise reasonably satisfactory to the Customer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within seven (7) Working Days of its submission, then such Dispute shall be resolved in accordance with Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement.

4.3 The Exit Plan shall set out, as a minimum:

- (a) how the Exit Information is obtained using automated asset discovery and tracking, or the use of an industry standard repository such as a configuration management database ("**CMDB**");
- (b) separate plans for dealing with an Ordinary Exit and an Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Customer shall require to enable the Customer or its Sub-contractors to provide the Services;
- (c) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
- (d) all levels of access to, and specific locations in the Supplier's Data Halls from which the Services are delivered;
- (e) a detailed description of both the transfer and cessation processes, including a timetable applicable in the case of an Ordinary Exit and an Emergency Exit and including processes, documentation, data transfer,

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systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);

- (f) the scope of the Termination Services that may be required for the benefit of the Customer (including such of the services set out in Annex 1 as are applicable);
- (g) a timetable and critical issues for providing the Termination Services;
- (h) any charges that would be payable for critical issues for providing the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Permitted Contract Change), together with a capped estimate of such charges plus in the event that the Termination Assistance Period extends beyond the Term, Charges equivalent to the Charges for Services payable under Schedule 3.2 (Pricing) of the Framework Agreement for any Data Centre Colocation Services or Additional Services utilised pursuant to paragraph 5.5(a) in the period falling after the Call-Off Termination Date;
- (i) how the Termination Services would be provided (if required) during the Termination Assistance Period;
- (j) procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Schedule 5.1 (Staff Transfers) of the Standard Terms;
- (k) detailed descriptions of where Sub-contractors support the delivery of Services and how these Sub-contractors may be impacted by or required to support the Termination Services; and
- (l) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.

4.4 The Parties acknowledge that the migration of the Services from the Supplier to the Customer and/or its Replacement Supplier may be phased, such that some of the Services are migrated before others for operational reasons.

4.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year) to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Customer for review. Within seven (7) Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that seven (7) Working Day

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period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

- 4.6 Within seven (7) Working Days after service of a Termination Notice by either Party or six (6) months prior to the expiry of this Agreement, the Supplier will submit for the Customer's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
- 4.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within seven (7) Working Days following its delivery to the Customer then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

5. Termination Services

Notification of requirements for Termination Services

- 5.1 The Customer shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier in writing ("**Termination Assistance Notice**") at least 28 (twenty eight) days prior to the date of termination or expiry of this Call-Off Agreement or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify the:
- (a) date from which Termination Services are required;
 - (b) nature of the Termination Services required; and
 - (c) period during which it is anticipated that Termination Services will be required, which shall continue no longer than six (6) months after termination or expiry of this Call-Off Agreement and shall be agreed between the Customer and Supplier on a rolling one (1) month basis.
- 5.2 Following the Customer issuing a Termination Assistance Notice, no change in Customer Systems is permitted other than essential changes for transition.
- 5.3 The Customer shall have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months and shall be renewed on a rolling one (1) month basis after the date the Supplier ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than 20 (twenty) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. The Customer shall have the right to

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terminate its requirement for Termination Services by serving not less than 20 (twenty) Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

- 5.4 The termination assistance period shall begin on the date specified in the Termination Assistance Notice (the "**Termination Assistance Period**") and end on the earlier of;
- (a) the date that the Termination Services are no longer required from the Supplier; or
 - (b) the date six (6) months from and including the termination or expiry of this Call-Off Agreement.
- 5.5 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:
- (a) continue to be under an obligation to provide the Services (as applicable) and, if required by the Customer pursuant to paragraph 5.1, provide the Termination Services;
 - (b) in addition to providing the Services and the Termination Services, provide to the Customer any reasonable assistance requested by the Customer to allow the Services to continue without interruption following the termination or expiry of this Call-Off Agreement in part or in whole and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Customer and/or any Replacement Supplier;
 - (c) subject to paragraph 5.6 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 5.4(b) without additional costs to the Customer; and
 - (d) provide the Services and the Termination Services at no detriment to the target Service Levels, save to the extent that the Parties agree otherwise in accordance with paragraph 5.7.
- 5.6 Without prejudice to the Supplier's obligations under paragraph 5.5(c), if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 5.5(b) without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.
- 5.7 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level(s), the Parties shall vary the relevant Service Level(s) and/or the applicable Service Credits in accordance with the Change Control Procedure to take account of such adverse effect.

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- 5.8 Notwithstanding paragraph 5.7 the Supplier shall not take any action or fail to perform any duties which adversely affect the Service Levels of any Other Customer.

Termination Obligations

- 5.9 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 5.10 Where the Supplier does not comply with its obligations under this Schedule 4.3 (Exit Management) the Framework Authority shall be entitled to use the Step-In procedures as set out in Clause 36 of the Framework Agreement.
- 5.11 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), the Supplier shall:
- (a) provide the Customer and/or Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
 - (b) erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion within one (1) month of the end of the Termination Services;
 - (c) ensure that it has complied with all contractual and legal obligations relating to information security and that CESG standards providing for the decommissioning of data systems are applied during this process;
 - (d) return to the Customer such of the following as is in the Supplier's possession or control:
 - (i) all Customer Equipment;
 - (ii) all copies of any other materials including any parts of the ICT Environment which belong to the Customer; and
 - (iii) any items that have been on-charged to the Customer (such as consumables);
 - (e) provide access during normal working hours and in exceptional circumstances outside of working hours to the Customer and/or the Replacement Supplier during the Termination Assistance Period including access to:
 - (i) such information relating to the Services as remains in the possession or control of the Supplier; and

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- (ii) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph 5.11(e)(ii).
- 5.12 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.
- 5.13 Except where this Call-Off Agreement provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.
- 6. Supplier Personnel**
- 6.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Part D of Schedule 5.1 (Staff Transfers) will apply.
- 6.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Customer and/or any Replacement Supplier.
- 6.3 During the Termination Assistance Period, the Supplier will give the Customer and/or any Replacement Supplier reasonable access to the Supplier Personnel to present the case for transferring their employment to the Customer and/or Replacement Supplier.
- 6.4 The Supplier will immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 6.5 The Supplier will not either directly or indirectly solicit or entice away (or seek to attempt to solicit or entice away otherwise than by general advertising) from the employment of the Customer and/or any Replacement Supplier any employees, contractors or sub-contractors whose employment or engagement is transferred to the Customer and/or any Replacement Supplier for a period of 12 (twelve) months from the date of transfer.

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7. Charges

- 7.1 During the Termination Assistance Period (or for such shorter period as the Customer may require the Supplier to provide the Termination Services), the Customer shall pay the Charges to the Supplier in respect of the Termination Services, such Charges to be calculated in accordance with paragraph 4.3(h). If the scope or timing of the Termination Services is changed and this results in a change to the costs of such Termination Services, the estimate may be varied in accordance with the Change Control Procedure.
- 7.2 If no Exit Plan has been agreed, the costs of providing Termination Services shall be calculated in accordance with the methodology set out in paragraph 4.3(h), and agreed between the parties in accordance with the Change Control Procedure.
- 7.3 Except as otherwise expressly specified in this Call-Off Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

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Annex 1

Scope of the Termination Services

- 1.1 The Termination Services to be provided by the Supplier shall include such of the following services as the Customer may specify:
- (a) notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - (b) providing assistance and expertise as necessary to examine all operational processes (including all supporting documentation) in place and rewriting and implementing processes and procedures such that they are appropriate for use by the Customer and/or Replacement Supplier after the end of the Termination Assistance Period;
 - (c) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during the transition to the Replacement Supplier or Customer;
 - (d) providing support to the Customer and/or any Replacement Supplier during the transition to the Replacement Supplier or Customer;
 - (e) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas within five (5) Working Days of a request by the Customer, or such other timescale as may be agreed by the parties;
 - (f) agreeing with the Customer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan. The Supplier will co-operate fully in the execution of the Security Management Plan, providing related skills and expertise in accordance with Good Industry Practice;
 - (g) in respect of the maintenance and support of the Services, providing historical performance data for the twelve (12) month period immediately prior to the commencement of the Termination Services within five (5) Working Days of a request by the Customer, or such other timescale as may be agreed by the parties; and
 - (h) the provision of access for the Customer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) months afterwards, for the purpose of the smooth transfer of the Services to the Customer or any Replacement Supplier:
 - (i) to information and documentation relating to the Services that is in the possession or control of the

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Supplier or its Sub-contractors (and the Supplier shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

- (ii) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors.