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CH Framework Agreement
Schedule 1 (Consolidated Definitions)

Crown Hosting Framework Agreement

Schedule 1

Consolidated Definitions

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Definitions

FWA	ST	Expression	Definition
X		"Accelerated Service Request"	means a Service Request to commission Floor Space or Cabinet Space on the basis of an expedited lead time (i.e. less than the relevant Commissioning Lead Time or Decommissioning Lead Time), as agreed between the Customer and Supplier under the Service Request Procedure;
X	X	"Achieve"	(a) in respect of a Test, to successfully pass a Test in accordance with the applicable criteria for that test; and (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone, and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;
	X	"Acquired Rights Directive"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"Additional Data Centres"	has the meaning given in paragraph 3.1 of Schedule 3.8 (Data Centre Onboarding) of the Framework Agreement;
X	X	"Additional Services"	any and all of the additional services described in Paragraph 4 of Schedule 3.1 (Service Description) of the Framework Agreement;
	X	"Administering Authority"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Admission Agreement"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Admission Body"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X	X	"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
X	X	"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
	X	"Aggregate Liability Cap"	has the meaning given to it in Clause 35.10 of the Standard Terms;

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FWA	ST	Expression	Definition
	X	"Aisle"	has the meaning given in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
X		"Annual Contract Report"	has the meaning given to it in paragraph 1 of Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;
X		"Annual Financial Statements"	has the meaning in paragraph 2.6(b) of Schedule 6.4 (Records Provisions) of the Framework Agreement;
X		"Annual Review"	means the annual review conducted by CPNI, CESG and any other relevant assurance bodies to establish whether the Approved Data Centres comply with the prevailing Data Centre Assurance Criteria relevant to such Approved Data Centres;
X		"Approved Data Centres"	means the Initial Approved Data Centres and any Data Centre or Data Hall in respect of which an Assurance Report has been issued pursuant to paragraph 2 of Schedule 3.8 (Data Centre Onboarding) of the Framework Agreement;
X		"Ark Competitor"	means an entity (including all Affiliates of any such entity) specified in Schedule 6.6 (Ark Competitors) of the Framework Agreement as may be amended from time to time in accordance with the Change Control Procedure set out in Schedule 6.2 (Change Control Procedure) to the Framework Agreement;
X		"Ark Entities"	has the meaning given in paragraph 1.1 of Schedule 5.2 (Financial Distress) of the Framework Agreement and "Ark Entity" has a corresponding meaning as set out in Schedule 5.2 (Financial Distress) of the Framework Agreement;
X		"Assurance Report"	means the report certifying that the Data Centre Assurance Criteria have been achieved in respect of the Initial Approved Data Centres, Initial Unapproved Data Centres or Additional Data Centres;
X	X	"Audit"	any exercise by the Framework Authority of its Audit Rights pursuant to Clause 11 (Financial Reports, Records, Audit and Open Book Data) and Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;
X		"Audit Agents"	has the meaning given to it in paragraph 1 of Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;

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X	X	"Audit Rights"	the audit and access rights referred to in Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;
		"Authorised Persons"	means any person or entity authorised by the Customer to undertake specific activities in a Data Centre in relation to Customer's equipment;
	X	"Available Aggregate Liability Cap"	has the meaning given to it in Clause 35.11 of the Standard Terms;
X		"Available Capacity Level"	has the meaning given in paragraph 3.1 of Schedule 6.8 (Capacity Management Procedure) of the Framework Agreement;
X		"Backbone Cabling"	means the backbone cabling systems providing interconnections between Data Halls, equipment rooms and entrance facilities and extending between buildings in a campus environment;
X		"BCDR Incident"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of them will be unavailable for a period of four (4) hours or more or which is reasonably anticipated will mean that the Services or a material part will be unavailable for that period;
X	X	"BCDR Plan"	either the Outline BCDR Plan or the Detailed BCDR Plan, as the context permits;
X	X	"BCDR Services"	the business continuity and disaster recovery services set out in Schedule 6.7 (Business Continuity and Disaster Recovery) of the Framework Agreement;
X		"Benchmark Report"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Benchmarking) of the Framework Agreement;
X		"Benchmark Review"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Benchmarking) of the Framework Agreement;
X		"Benchmarked Service"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Benchmarking) of the Framework Agreement;
X		"Benchmarker"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Benchmarking) of the Framework Agreement;
X		"Board"	means a governance board referred to in Schedule 6.1 (Governance) of the Framework Agreement;

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X		"Breach of Security"	the occurrence of: (a) any unauthorised access to or use of the Services, any premises used by the Supplier or its Sub-contractors for provision of the Services, the Data Centres, the Supplier System and/or any ICT system, information or data used by the Supplier, the Framework Authority, any Customer and/or Service Recipient in connection with the Framework Agreement and/or any Call-Off Agreement; and/or (b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data, including any copies of such information or data, used by the Supplier, the Framework Authority, any Customer and/or Service Recipient in connection with the Framework Agreement and/or any Call-Off Agreement;
X		"Business Continuity Plan"	means the element of the BCDR Plan to be invoked by the Supplier in the event of an actual or perceived threat to business continuity as described in paragraph 4 of Schedule 6.7 (Business Continuity and Disaster Recovery) of the Framework Agreement;
X		"Buy-Out Fee"	has the meaning given in the Climate Change Agreement;
X		"Cabinet"	a cabinet unit designed to hold hardware devices comprising a frame, rack, side panels and doors;
	X	"Cabinet Area"	has the meaning given in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
X		"Cabinet Power Density"	the utilised power (in kW) within a Cabinet as a proportion of the total power available (both utilised and non-utilised) in that Cabinet (in kW);
X		"Cabinet Space"	means space in a cabinet unit (being a cabinet that is at least a 600mm wide, 42U cabinet with a minimum of two single phase power strips (A and B) each with a minimum of 24 ports, and which is ready for use) located within a Mixed Tenant Data Hall and that meets any additional specifications and requirements specified in Schedule 4.1 (Supplier Solution) of the Framework Agreement;
X		"Cabinet Space Density"	the number of slots used within a standard Cabinet as a proportion of the total number of slots in that Cabinet;

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X	X	"Call-Off Agreement"	a completed Call-Off Order Form and any appendices to it and any documents attached to it entered into between the Supplier and a Customer in accordance with the Call-Off Procedure and incorporating the Standard Terms;
	X	"Call-Off Effective Date"	in relation to a Call-Off Agreement, the later of: (a) the date on which the Call-Off Agreement is signed by both the Customer and the Supplier; and (b) the date on which any Condition Precedent has been satisfied or waived in accordance with Clause 2.1 (Condition Precedent) of the Standard Terms;
X	X	"Call-Off Order Form"	means a completed call-off order form in the form set out in Schedule 2.1 (Call-Off Procedure) of the Framework Agreement, entered into between a Customer and the Supplier in accordance with the Call-Off Procedure;
X		"Call-Off Period"	a period of four (4) years, which shall commence on the Framework Effective Date;
X		"Call-Off Procedure"	the procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement;
X		"Carbon Change in Law"	means any material variation of, or expiry of any legislative concession or exemption in respect of, any tax, levy, impost or other charge imposed by the European Union, the central government of the United Kingdom or a regulatory authority related to the consumption of energy, use of carbon or inefficiency of energy consumption including in relation to the Climate Change Agreement, the Climate Change Levy or the CRC Energy Efficiency Scheme;
X		"CCB" or "Customer Collaboration Board"	means the board of that name constituted in accordance with Schedule 6.1 (Governance) of the Framework Agreement;
X		"CEDR"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
X	X	"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics; (a) Government Department;

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			(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
X		"Certification"	has the meaning given in paragraph 2.2(b) of Schedule 3.5 (Standards) of the Framework Agreement, and "Certified" shall be construed accordingly;
X		REDACTED	REDACTED
X		"Change"	means a change to the Framework Agreement that has been made through the procedures set out in Schedule 6.2 (Change Control Procedure) of the Framework Agreement;
	X	"Change Authorisation Note"	a form setting out an agreed Permitted Contract Change or Fast-track Change which shall be substantially in the form of Appendix 3 of Schedule 4.2 (Change Control Procedure) of the Standard Terms;
	X	"Change Communication"	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 4.2 (Change Control Procedure) of the Standard Terms;
X	X	"Change of Control"	means a change in the person which possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
X	X	"Change Control Procedure"	the procedure for changing the Framework Agreement and/or the Standard Terms set out in Schedule 6.2 (Change Control Procedure) of the Framework Agreement or Schedule 4.2 (Change Control Procedure) of the Standard Terms (as the context permits);
X	X	"Change in Law"	any change in Law which impacts on the performance of the Services which comes into force after the Framework Effective Date;
	X	"Change Request"	a written request for a Permitted Contract Change or Fast-track Change substantially in the form of Annex 1 of Schedule 4.2 (Change Control Procedure) of the Standard Terms;

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X	X	"Charges"	the charges for the provision of the Services set out in Schedule 3.2 (Pricing) of the Framework Agreement, applied to a Call-Off Agreement in accordance with Schedule 3.1 (Charges and Invoicing) of the Standard Terms;
X		REDACTED	REDACTED
X		"Climate Change Agreement" or "CCA"	has the meaning given in Schedule 6 to the Finance Act 2000 as applicable to standalone data centres, as amended or replaced from time to time;
X		"Climate Change Levy"	has the meaning in paragraph 4.1 of Schedule 3.2 (Pricing) of the Framework Agreement;
	X	"Cold-aisle"	has the meaning given in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
X		"Collaborative Behaviours"	means the behaviours set out at paragraph 3 of Schedule 6.9 (Collaboration Principles) of the Framework Agreement;
X		"Collaborative Partner"	means any entity providing services to, or for the benefit of, any Customer, where such entity has entered into terms with the relevant Customer that are similar to those set out in Schedule 6.9 (Collaboration Principles) of the Framework Agreement;
X		"Co-Location Service Requirement"	has the meaning given to it in Clause 3.4(6) of the Framework Agreement;
X	X	"Commercially Sensitive Information"	the information listed in Schedule 4.2 (Commercially Sensitive Information) of the Framework Agreement comprising the information of a commercially sensitive nature relating to the Supplier, its IPRs or its business or which the Supplier has indicated that, if disclosed by the Framework Authority or a Customer, would cause the Supplier significant commercial disadvantage or material financial loss;
X	X	"Commissioned Capacity"	has the meaning given in Clause 10.5 of the Framework Agreement;
X	X	"Commissioned Facility"	means space commissioned by the Customer from the Supplier to facilitate hosting of its computer equipment as part of the Services, which may be Cabinet Space, Floor Space or Dedicated Data Hall Space, as specified in the Service Request Matrix and which shall be appropriately connected and ready for use by no later than the Service Commission Date and "Commissioned Facilities" shall be construed accordingly;
X		"Commissioning"	the Charges calculated in accordance with paragraph 3

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		"Charges"	of Schedule 3.2 (Pricing) of the Framework Agreement;
X	X	"Commissioning Lead Time"	means the period of time required by the Supplier to prepare a Commissioned Facility for use following acceptance of a valid Service Request in accordance with Schedule 3.3 (Service Request Procedure) to the Standard Terms, as set out in Annex 2 to Schedule 3.3 (Service Request Procedure) to the Standard Terms;
X	X	"Committed Service Period"	means the period of time for which the Customer commits to purchase the Services in respect of a Commissioned Facility, specified in the relevant Service Request (as renewed in accordance with the Framework Agreement) which shall always expire on the final day of a calendar month in accordance with the arrangements set out in paragraph 2.2 of Schedule 3.2 (Pricing) of the Framework Agreement;
X		REDACTED	REDACTED
X		REDACTED	REDACTED
X		"Comparable Service"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Benchmarking) of the Framework Agreement;
X		"Comparison Group"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Benchmarking) of the Framework Agreement;
	X	"Compensation Regulations"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"Compliance Certificate"	has the meaning in paragraph 2.6(a) of Schedule 6.4 (Records Provisions) of the Framework Agreement;
X		"Compliant"	has the meaning given in paragraph 2.2(a) of Schedule 3.5 (Standards) of the Framework Agreement and 'Complies' shall be construed accordingly;
X	X	"Condition Precedent"	(a) in relation to the Framework Agreement, has the meaning given in Clause 2.2 (Condition Precedent) of the Framework Agreement; and (b) in relation to a Call-Off Agreement, the conditions precedent referred to in Clause 2 (Conditions Precedent) of the Standard Terms and set out in the Call-Off Order Agreement;
X		REDACTED	REDACTED
X	X	"Confidential Information"	(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of the Framework Agreement or a Call-Off

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			Agreement that relates to: (i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group; (b) other Information provided by the Disclosing Party pursuant to or in anticipation of the Framework Agreement or a Call-Off Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with the Framework Agreement or a Call-Off Agreement; (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with the Framework Agreement or a Call-Off Agreement and all matters arising therefrom; and (d) Information derived from any of the above, but not including any Information which: (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

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			(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement or a Call-Off Agreement or breach of a duty of confidentiality; (iv) was independently developed without access to the Confidential Information; or (v) relates to the Supplier's: 1. performance under the Framework Agreement or a Call-Off Agreement; or 2. failure to pay any Sub-contractor as required pursuant to Clause 20.10(a) (Supply Chain Protection) of the Framework Agreement;
	X	"Conflict of Interest"	has the meaning given to it in Clause 52.1 of the Standard Terms;
X		REDACTED	REDACTED
X		"Consumer Price Index" or "CPI"	means the consumer price index used to measure consumer price inflation as published by the Office of National Statistics;
X		"Contract Amendment Report"	has the meaning given to it in paragraph 1 of Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;
X		"Contract and Operations Board" or "C&OB"	means the board of that name constituted in accordance with Schedule 6.1 (Governance) of the Framework Agreement;
X	X	"Contract Controlled Document"	any document which is expressly stated in this Framework Agreement, Standard Terms or the relevant Customer's Call-Off Order Form to be a Contract Controlled Document or which is listed in Appendix 4 to Schedule 6.2 (Change Control Procedure) to the Framework Agreement or in Appendix 4 to Schedule 4.2 (Change Control Procedure) to the Standard Terms;
X		"Contract Inception Report"	the initial financial model in a form agreed by the Supplier and the Framework Authority in writing on or before the Framework Effective Date;
X		"Contract Notice"	means the notice published in the Official Journal of the

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			European Union with reference 2014/S136-244533;
	X	"Contract Year"	in relation to a Call-Off Agreement: (a) a period of 12 (twelve) months commencing on the Call-Off Effective Date; or (b) thereafter a period of 12 (twelve) months commencing on each anniversary of the Call-Off Effective Date; provided that the final Contract Year shall end on the expiry or termination of the Term;
X	X	"Contracting Authority"	any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006/5, and "Contracting Authorities" shall be construed accordingly;
X	X	"Control"	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
X		"Counter Notice"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
X		REDACTED	REDACTED
X		"CRC Energy Efficiency Scheme"	means the scheme of that name administered by the central government of the United Kingdom under the Climate Change Act 2008 designed to improve energy efficiency and cut carbon dioxide emissions in private and public sector organisations that are high energy users;
X		"Critical Service Failure"	has the meaning given in paragraph 7.3 of Schedule 3.3 (Service Levels) of the Framework Agreement;
		"Crown Digital Marketplace"	means the digital marketplace operated by the Crown Commercial Service (or any replacement or successor to that body);
X	X	"CRTPA"	the Contracts (Rights of Third Parties) Act 1999;
X	X	"Customer"	means any person or body that has entered into a Call Off Agreement in respect of the Services offered under the Framework Agreement;

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	X	"Customer Cause"	means any material breach by the Customer of any of the Customer Responsibilities, except to the extent that such breach is: (a) the result of any act or omission by the Customer to which the Supplier has given its prior consent; or (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel.
	X	"Customer Change Manager"	the person appointed to that position by the Customer from time to time and notified in writing to the Supplier or, if no person is notified, the Customer Representative;
X	X	"Customer Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media which are generated by the Supplier during the course of performing the Services for a Customer;
X	X	"Customer Equipment"	any Customer Systems together with any materials, documentation, information, programs and codes supplied by the Customer to the Supplier, the IPR in which are or may be used in connection with the provision or receipt of the Services;
X		"Customer Help Desk"	means the IT helpdesk the Customer, Service Recipients and the End Users contact for any help or issues with the Services;
X		REDACTED	REDACTED
		"Customer Representative"	the person identified as such in Item 10 of the relevant Call-Off Order Form;
	X	"Customer Responsibilities"	means the responsibilities of the Customer as set out in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
		"Customer Staffing Information"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Customer Stored Data"	any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media that form part of Customer Equipment which the Customer commissions for use within the Data Centre;

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	X	"Customer System"	the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with the receipt of the Services which is owned by the Customer or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Services;
X	X	"Data Centre"	means a data centre operated by the Supplier which has Achieved the Data Centre Assurance Criteria and is thereby authorised by the Framework Authority as a site from which Services may be provided to Customers;
X		"Data Centre Assurance Criteria"	the Framework Authority's criteria relating to the onboarding and assurance of the physical environment of a Data Centre, Data Hall or Additional Data Centre set out in the Data Centre Assurance Questionnaire which may be updated from time to time to reflect new requirements;
X		"Data Centre Assurance Questionnaire"	means the questionnaire to be completed by the Supplier containing the relevant Data Centre Assurance Criteria;
X		"Data Centre Co-Location Services"	has the meaning given to it in paragraph 3 of Schedule 3.1 (Service Description) of the Framework Agreement;
X		"Data Centre Parameters"	means the Service Levels described as such in Schedule 3.3 (Service Levels) of the Framework Agreement;
X		"Data Centre Service Desk"	means the service desk that is set up by the Supplier to receive communications in relation to, and handle, any issues with delivering the Services and monitoring the various parameters in the Data Centre;
X		"DatacentreCo Capability Report"	means the report described as such in paragraph 4 of Schedule 6.8 (Capacity Management Procedure) to the Framework Agreement;
X		"DatacentreCo Demand Forecast"	means the report specified in paragraph 2 of Schedule 6.8 (Capacity Management Procedure) of the Framework Agreement;
X	X	"Data Controller"	has the meaning given in the DPA;
X	X	"Data Hall"	means an area within a Data Centre operated by the Supplier which has Achieved the Data Centre Assurance Criteria and is thereby authorised by the Framework Authority as a hall from which Services may be provided to Customers;
X	X	"Data Processor"	has the meaning given in the DPA;
X	X	"Data Subject"	has the meaning given in the DPA;

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X	X	"Data Subject Access Request"	a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
X		REDACTED	REDACTED
X	X	"Decommissioning Lead Time"	means the period of time required by the Supplier to decommission a Commissioned Facility following acceptance of a valid Service Request in accordance with Schedule 3.3 (Service Request Procedures) to the Standard Terms, which shall be as set out in Annex 2 to Schedule 3.3 (Service Request Procedure) to the Standard Terms;
X	X	"Dedicated Data Hall"	means a physically separated Data Hall reserved for the exclusive use of the Customer and/or any of its Service Recipients;
X		"Dedicated Data Hall Cabinet Space"	means space in a cabinet unit (being a cabinet that is at least a 600mm wide, 42U cabinet with a minimum of two single phase power strips (A and B) each with a minimum of 24 ports, and which is ready for use) located within a Dedicated Data Hall;
X	X	"Dedicated Data Hall Space"	means space in a Dedicated Data Hall;
X	X	"Deductions"	all Service Credits, compensation for Service Level Failures, Delay Payments or any other deduction which is paid or payable to the Customer under this Call-Off Agreement;
X	X	"Default"	any breach of the obligations of the relevant Party (including abandonment of the Framework Agreement or a Call-Off Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of the Framework Authority or Customer, of its employees, servants, agents; or (b) in the case of the Supplier, of any Supplier Personnel, in connection with or in relation to the subject-matter of the Framework Agreement or a Call-Off Agreement and in respect of which such Party is liable to the other;
X	X	"Delay"	a delay in the Achievement of a Milestone by its Milestone Date;

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	X	"Delay Payments"	the amounts payable by the Supplier to the Customer in respect of a delay in Achieving a Key Milestone specified in any Implementation Plan, payable in accordance with Clause 40 of the Standard Terms;
X		"Deliverable"	an item or feature delivered or to be delivered by the Supplier during the performance of the Framework Agreement or a Call-Off Agreement (as the context permits);
X		"Detailed BDCR Plan"	means the detailed BDCR Plan prepared pursuant to paragraph 2.1 of Schedule 6.7 (Business Continuity and Disaster Recovery) of the Framework Agreement, as may be amended from time to time;
	X	"Detailed Implementation Plan"	means the Implementation Plan to be attached to a Service Request;
X		REDACTED	REDACTED
X		REDACTED	REDACTED
X		"Disaster"	means the occurrence of one or more events which, either separately or cumulatively mean that the Services or a material part thereof will be unavailable for a period or which is reasonably anticipated will mean that the provision of the Services or a material part thereof will be unavailable for that period;
X		"Disaster Recovery Plan"	means the element of the BDCR Plan to be invoked in the event of a Disaster;
X		"Disaster Recovery Services"	means the services provided under Schedule 6.7 (Business Continuity and Disaster Recovery) of the Framework Agreement;
X	X	"Disclosing Party"	has the meaning given in Clause 21.1 (Confidentiality) of the Framework Agreement, or Clause 23.1 (Confidentiality) of the Standard Terms (as the context permits);
X	X	"Disclosing Party Group"	(a) where the Disclosing Party is the Supplier, this means the Supplier and any Affiliates of the Supplier; and
			(b) where the Disclosing Party is the Framework Authority or a Customer, this means the Framework Authority, a Customer and/or Service Recipient and any Central Government Body with which the Framework Authority or the Supplier interacts in connection with this Framework Agreement and/or any Call Off

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			Agreement;
X	X	"Dispute"	any dispute, difference or question of interpretation arising out of or in connection with the Framework Agreement and/or a Call-Off Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where the Framework Agreement and/or a Call-Off Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
X	X	"Dispute Notice"	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
X	X	"Dispute Resolution Procedure"	the dispute resolution procedure set out in Schedule 6.3 (Dispute Resolution Procedure) to the Framework Agreement;
	X	"Documentation"	includes descriptions of the Services and Service Levels and Key Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as: (a) is required to be supplied by the Supplier to the Customer and/or Service Recipient under this Call-Off Agreement; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services; (c) is required by the Supplier in order to provide the Services; and/or
			(d) has been or shall be generated for the purpose of providing the Services;
X		"DPA"	the Data Protection Act 1998 and any other applicable Laws relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or a relevant Central Government Body in

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			relation to such Laws;
	X	"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Customer prior to the Call-Off Effective Date;
X		REDACTED	REDACTED
X	X	"EIRs" or "Environmental Information Regulations"	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such regulations;
	X	"Eligible Employee"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"Emergency Exit"	means any termination of a Call-Off Agreement where (i) less than six (6) months' notice is given; (ii) termination is prior to the expiry of any period of notice of termination served; or (iii) there is wrongful termination or repudiation by either party;
		"Emergency Maintenance"	means any maintenance (that is not Permitted Maintenance) and which is needed to correct or prevent any urgent and unforeseen fault to the IT Environment or the Services or any part thereof;
X	X	"Employee Liabilities"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation;
			(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and

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FWA	ST	Expression	Definition
			national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
X	X	"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive;
		"End User"	means an individual from the Customer or a Service Recipient who uses software that is dependent on the effective delivery of the Services;
X		"Environmental Parameters"	means the OSLs relating to Temperature and Humidity set out in Schedule 3.3 (Service Levels) of the Framework Agreement;
X		REDACTED	REDACTED
X		"Equivalent Services Data"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Benchmarking) of the Framework Agreement;
	X	"Estate"	has the meaning given in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
X		"Excusing Cause"	means the events set out in paragraph 10.3 of Schedule 3.3 (Service Levels) of the Framework Agreement;
X	X	"Exit Management"	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Customer and/or a Replacement Supplier, as set out or referred to in Schedule 4.3 (Exit Management) to the Standard Terms;
	X	"Exit Plan"	the plan produced and updated by the Supplier during the Term in accordance with paragraph 3 of Schedule 4.3 (Exit Management) to the Standard Terms;
X	X	"Expedited Dispute Timetable"	the reduced timetable for the resolution of Disputes set out in paragraph 3 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
X	X	"Expert"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;

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X	X	"Expert Determination"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
	X	"Extension Period"	has the meaning given in clause 42.2 of the Standard Terms;
X		"Facilities Threat Model"	means the facilities threat model required to be documented in accordance with Schedule 3.1 (Service Description) of the Framework Agreement;
	X	"Fair Deal Employees"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Fast-track Change"	means a change as described in paragraph 8 of Schedule 4.2 (Change Control Procedure) of the Standard Terms;
X		"Financial Covenants"	has the meaning given in paragraph 1.1 of Schedule 5.2 (Financial Distress) of the Framework Agreement;
X		"Financial Distress Event"	the occurrence of one or more of the events listed in paragraph 4 of Schedule 5.2 (Financial Distress) to the Framework Agreement;
X		"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Framework Agreement in the event that a Financial Distress Event occurs;
X	X	"Financial Model"	has the meaning given to it in paragraph 1 of Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;
X		"Financial Reports"	has the meaning given to it in paragraph 1 of Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;
X		"Financial Representative"	has the meaning given to it in paragraph 1 of Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;
X		"Financial Strength Rating"	means the insurance financial strength rating for the relevant insurance entity issued by Moody's, AM Best or Standard and Poors;
X		"Financial Transparency Objectives"	has the meaning given to it in paragraph 1 of Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;
X		"First Service Request Date"	means, in relation to a Call-Off Agreement, the date on which the first Service Request is accepted and agreed under that Call-Off Agreement;

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X	X	"Floor Space"	means space within a Mixed Tenant Data Hall;
X	X	"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
X	X	"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Framework Agreement or a Call-Off Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain;
X	X	"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
	X	"Former Supplier"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
		"Former Supplier Staffing Information"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"Founder Customer"	means each of the: (a) Department for Work and Pensions; (b) Home Office; and (c) Highways Agency;
X	X	"Framework Agreement"	the Clauses of the Crown Hosting Framework Agreement between the Minister for the Cabinet Office and the Supplier, together with the Schedules and Appendices to it and any documents expressly incorporated by reference in or attached to it;
X		"Framework Anniversary Date"	means the date falling on the anniversary of the Framework Effective Date;
X		"Framework Authority Cause"	a failure by the Framework Authority to comply with responsibilities specifically allocated to the Framework Authority in Schedule 3.8 (Data Centre Onboarding) of

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			the Framework Agreement;
X		"Framework Authority Change Manager"	the person appointed to that position by the Framework Authority from time to time and notified in writing to the Supplier;
X		"Framework Authority Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and: (i) which are supplied to the Supplier by or on behalf of the Framework Authority; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Framework Agreement or to any Call-Off Agreement; or (b) any Personal Data for which the Framework Authority is the Data Controller;
X		"Framework Authority Representative"	the representative appointed by the Framework Authority from time to time;
X		"Framework Change Authorisation Note"	the form used by the Parties to set out the agreed Contract Change and which shall be substantially in the form of Appendix 3 to Schedule 6.2 (Change Control Procedure) to the Framework Agreement;
X		"Framework Change Request"	a written request for a Framework Contract Change which shall be substantially in the form of Appendix 1 to Schedule 6.2 (Change Control Procedure) to the Framework Agreement;
X		"Framework Change Communication"	any Framework Change Request, Framework Impact Assessment, Framework Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 6.2 (Change Control Procedure) to the Framework Agreement;
X	X	"Framework Contract Change"	any change to the Framework Agreement including any change to the Services and Standard Terms;
X		"Framework Contract Controlled Documents"	any document which is either expressly stated to be a Framework Contract Controlled Document and /or which is listed in Appendix 4 to Schedule 6.2 (Change Control Procedure) to the Framework Agreement;
X		"Framework Document Change Procedure"	the procedure set out in paragraph 8 (Framework Document Change Procedure) of Schedule 6.2 (Change Control Procedure) to the Framework Agreement;

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FWA	ST	Expression	Definition
X		"Framework Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as: (a) is required to be supplied by the Supplier to the Framework Authority under the Framework Agreement; (b) is required by the Supplier in order to provide the Services; or (c) has been or shall be generated for the purpose of providing the Services;
X	X	"Framework Effective Date"	the date on which the Framework Agreement is signed by both the Framework Authority and the Supplier;
X		"Framework Establishment Fee"	means the fee described as such payable by Supplier to the Framework Authority as set out in Clause 10.2 of the Framework Agreement;
X		"Framework Fast-track Change"	any Contract Change which the Parties agree to expedite in accordance with paragraph 7 of Schedule 6.2 (Change Control Procedure) to the Framework Agreement;
X		"Framework Impact Assessment"	an assessment of a Change Request in accordance with paragraph 4 of Schedule 6.2 (Change Control Procedure) to the Framework Agreement;
X		"Framework Impact Assessment Estimate"	has the meaning given in paragraph 3.3 of Schedule 6.2 (Change Control Procedure) to the Framework Agreement;
X		"Framework Management Fee"	means the fee described as such payable by Supplier to the Framework Authority set out in Clause 10.2 of the Framework Agreement;
X		"Framework Term"	has the meaning given in Clause 2.1 (Term of Framework Agreement) of the Framework Agreement;
X		"Framework Termination Notice"	a notice to terminate the Framework Agreement or part of the Services either immediately or at a date specified in the notice;
	X	"Fund"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Fund Actuary"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"General Change in Law"	a Change in Law where the change is of a general nature (including taxation or duties of any sort affecting

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			the Supplier) or which affects or relates to services similar to the Services;
X	X	"Good Industry Practice"	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Framework Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
X		"Good Value"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Benchmarking) of the Framework Agreement;
X	X	"Guarantee"	the deed of guarantee in favour of the Framework Authority entered into by the Guarantor on or about the date of the Framework Agreement (which is in the form set out in Schedule 7 (Guarantee)) to the Framework Agreement, or any guarantee acceptable to the Framework Authority that replaces it from time to time;
X	X	"Guarantor"	Ark Capital Partners I LP Inc, a company registered in the Isle of Man with company number 466P and whose registered office is at Fort Anne, Douglas IM1 5PD, Isle of Man;
X		"Half Year Financial Statements"	has the meaning in paragraph 2.6(a) of Schedule 6.4 (Records Provisions) of the Framework Agreement;
X		"Health and Safety Policy"	the health and safety policy of the Framework Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Framework Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
X		"Horizontal Cabling"	means the cabling system providing localised interconnections between Cabinets, aisles and to desktop outlet positions with a length limit of 90m;
	X	"Hot-aisle"	has the meaning given in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
X		"IaaS Co-Location Contract"	has the meaning given in clause 3.5 of the Framework Agreement;
X		"IaaS Customer"	means a Contracting Authority who requires IaaS Services;
X		"IaaS Service Provider"	means a service provider offering IaaS Services to IaaS Customers within the Crown Digital Marketplace, or (as the context permits) appointed by an IaaS Customer to

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			provide IaaS Services;
X		"IaaS Services"	means the 'infrastructure as a service' services to be delivered to an IaaS Customer pursuant to any arrangement(s) approved by the Framework Authority from time to time (which may include the G-cloud framework which allows public sector customers to buy pay-as-you go commoditised cloud based solutions);
	X	"Impact Assessment"	an assessment of a Change Request in accordance with paragraph 4 of Schedule 4.2 (Change Control Procedure) to the Standard Terms;
	X	"Impact Assessment Estimate"	has the meaning given in paragraph 3.3 of Schedule 4.2 (Change Control Procedure) to the Standard Terms;
X	X	"Implementation Plan"	the Outline Implementation Plan or the Detailed Implementation Plan, as applicable;
X		"Incident"	means the occurrence of an event which causes an item, equipment or any Service to not operate in accordance with its specifications or to fail to meet the requirements of the Framework Agreement and the relevant Call-Off Agreement;
X		"Incident Log"	means a record of all Incidents at the Data Centre, kept by the Supplier, containing all the information required in accordance with paragraph 8.8 of Schedule 3.3 (Service Levels) of the Framework Agreement;
X		"Incident Resolution Time"	the time taken by the Supplier to Resolve an Incident;
X		"Incident Response Time"	the time taken by the Supplier to respond to an Incident;
	X	"Indemnified Person"	the Customer and/or Service Recipient and each and every person to whom a Customer and/or Service Recipient (or any direct or indirect sub licensee of a Customer and/or Service Recipient) sub licenses, assigns or novates any relevant IPRs or rights in relevant IPRs in accordance with the Call-Off Agreement;
X		"Indemnifier"	has the meaning given in paragraph 1 of Schedule 6.5 (Conduct of Claims) to the Framework Agreement;
X		"Indexation" or "Index"	means the adjustment of an amount or sum in accordance with paragraph 8 of Schedule 3.2 (Pricing) of the Framework Agreement;
X		"Industry Standard"	the Standards set out in Annex 1 to Schedule 3.5 (Standards) of the Framework Agreement;

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X		"Industry Standard Change"	has the meaning given in Clause 17.2 (Change in Standards) of the Framework Agreement;
X	X	"Information"	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
X		REDACTED	REDACTED
X		"Initial Approved Data Centres"	has the meaning given in paragraph 2.1(a) of Schedule 3.8 (Data Centre Onboarding) of the Framework Agreement;
	X	"Initial Term"	the period specified as the "Initial Term" in the Call-Off Order entered into between the Customer and the Supplier;
X		"Initial Unapproved Data Centres"	has the meaning given in paragraph 2.1(b) of Schedule 3.8 (Data Centre Onboarding) of the Framework Agreement;
	X	"Insolvency Event"	(a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver

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			is appointed over the assets of the other Party; (d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 (fourteen) days; (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where the other Party is a company, a LLP or a partnership:
			(i) a petition is presented (which is not dismissed within 14 (fourteen) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party; (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver or administrator; or (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver or administrator; or (g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

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X		"Insurances"	the policies of insurance that the Supplier is required to procure and maintain pursuant to Schedule 3.7 (Insurance Requirements) to the Framework Agreement;
	X	"Intellectual Property Rights" or "IPRs"	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
			(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
			(c) all other rights having equivalent or similar effect in any country or jurisdiction;
X		"Intervention Cause"	has the meaning given in Clause 34.1 of the Framework Agreement;
X		"Intervention Notice"	has the meaning given in Clause 34.1 of the Framework Agreement;
X		"Intervention Period"	has the meaning given in Clause 34.3 of the Framework Agreement;
		"Intervention Trigger Event"	(a) in any consecutive four (4) month period, the number of Service Level Failures for any Customer under its Call-Off Agreement is equivalent to or exceeds the product of the following equation: three (3) times the total number of Service Levels for that Customer divided by two (2);
			(b) the occurrence of a Critical Service Failure by the Supplier;
			(c) the Supplier commits a material Default;
			(d) any Customer incurs Losses in any Contract Year which are equivalent to or exceed eighty percent (80%) of any of the limitations of liability specified in Clause 35.4 of the Standard Terms;
			(e) the occurrence of a Rectification Plan Failure;
			(f) the Supplier suffers a Financial Distress Event;
			(g) the Supplier breaches any Law in relation to

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FWA	ST	Expression	Definition
			fraud, bribery or tax; or (h) the Supplier is in material breach of: (i) Clause 41 (Compliance) of the Framework Agreement; or (ii) Clause 22 (Consumer Stored Data and Customer Data), 23 (Confidentiality), 24 (Freedom of Information), or 25 (Protection of Personal Data) of the Standard Terms;
	X	"IPRs Claim"	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any relevant IPRs, or the use of the Framework Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Call-Off Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Call-Off Agreement;
X	X	"IT"	information and communications technology;
X	X	"IT Environment"	the Customer System and the Supplier System;
	X	"Key Milestone"	the Milestones identified in an Implementation Plan as key milestones and in respect of which Delay Payments may be payable;
X	X	"Key Performance Indicator"	the key performance indicators set out in Schedule 3.3 (Service Levels) to the Framework Agreement;
X	X	"Key Sub-contract"	each Sub-contract with a Key Sub-contractor;
X	X	"Key Sub-contractor"	any Sub-contractor: (a) which, in the opinion of the Framework Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Framework Agreement (as set out in the Financial Model);
X	X	"Know-How"	all ideas, concepts, schemes, information, knowledge,

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			techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before this Framework Agreement;
X		"KPI"	means key performance indicator, as detailed in paragraph 6.1 of Schedule 3.3 (Service Levels) of the Framework Agreement;
X	X	"Law"	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, byelaw, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
X	X	"Lead Time"	means the Commissioning Lead Period and / or Decommissioning Lead Period as the context permits;
X		"Levy Exemption Certificate"	means a levy exemption certificate which may be issued from time to time by OFGEM in respect of electricity that complies with the requirements of Regulation 47 of Part IV of the Climate Change Levy (General) Regulations 2001 (Statutory Instrument 2001 No 838) where OFGEM means the Office of Gas and Electricity Markets, being the regulator for the UK for gas and electricity industries, or its successor;
X		"LGPS"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"LGPS Admission Agreement"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"LGPS Pensionable Employee"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"LGPS Regulations"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to any Customer or Service Recipient for the purposes of or pursuant to a Call-Off Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
X		REDACTED	REDACTED
X		REDACTED	REDACTED

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		"Long Stop Date"	means the period specified in Clause 3.8 of Schedule 3.8 (Data Centre Onboarding) to the Framework Agreement;
X	X	"Losses"	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
X	X	"Maintenance Schedule"	has the meaning given in Clause 8.4 (Maintenance) of the Framework Agreement;
	X	"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
X		"Management Agreement"	means the Key Sub-Contract entered into on or about the Framework Effective Date and made between the Supplier (1) and Ark Data Centres Limited (2);
X		"Market Adjustment"	has the meaning given in paragraph 8.5 of Schedule 3.2 (Pricing);
X		"Market Adjustment Date"	has the meaning given in paragraph 8.5 of Schedule 3.2 (Pricing);
X		"Material Change"	has the meaning given to it in paragraph 1 of Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;
	X	"Maximum Aisle Tap-Off Load"	has the meaning given in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
	X	"Maximum Facilities Tap Off Load"	has the meaning given in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
	X	"Maximum Floor Loading"	has the meaning given in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
	X	"Maximum Raised Floor Tap-Off Load"	has the meaning given in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
X		"Mediation Notice"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
X		"Mediator"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework

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			Agreement;
X	X	"Milestone"	an event or task described in the Implementation Plan classified as a milestone which shall be completed by the relevant Milestone Date;
	X	"Milestone Achievement Certificate"	the certificate to be granted by the Customer and/or Service Recipient when the Supplier has Achieved a Milestone which shall be in the form acceptable to the Customer;
	X	"Milestone Achievement Criteria"	the criteria set out in the Implementation Plan which shall be applied to establish whether a Milestone has been Achieved;
X	X	"Milestone Date"	the target date set out against the relevant Milestone in an Implementation Plan by which the Milestone must be Achieved;
X		"Minimum Commitment"	has the meaning given in paragraph 2.2 of Schedule 3.2 (Pricing);
X		"Minimum Security Requirements"	means the minimum security requirements required by the Framework Authority, as set out in Annex 1 to Schedule 3.6 (Security Management) of the Framework Agreement;
X	X	"Mixed Tenant Data Hall"	means a Data Hall that is used by any other customer(s) of the Supplier;
X		REDACTED	REDACTED
X	X	"month"	means a calendar month and "monthly" shall be interpreted accordingly;
X	X	"Multi-Party Dispute"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
X	X	"Multi-Party Dispute Representatives"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
X	X	"Multi-Party Dispute Resolution Board"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
X		"Multi-Party Dispute Resolution Procedure"	has the meaning given in paragraph 9.1 of Schedule 6.3 (Dispute Resolution Procedure) to the Framework Agreement;
X		"Multi-Party Procedure Initiation Notice"	has the meaning given in paragraph 9.2 of Schedule 6.3 (Dispute Resolution Procedure) to the Framework

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			Agreement;
	X	"New Fair Deal"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"New Releases"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
	X	"Notice Payment"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"Notified Party"	has the meaning given in clause 45.4 of the Framework Agreement;
	X	"Notified Sub-contractor"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X	X	"Notifiable Default"	shall have the meaning given in Clause 33.1 of the Framework Agreement (Rectification Plan Process) or Clause 38.1(Rectification Plan Process) of the Standard Terms (as applicable);
	X	"Occasion of Tax Non-Compliance"	(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; or (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Framework Effective Date or to a civil penalty for fraud or evasion;

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Schedule 1 (Consolidated Definitions)

FWA	ST	Expression	Definition
X	X	"Offshore Locations"	has the meaning given in Clause 25.3 (Protection of Personal Data) of the Standard Terms;
X	X	"Open Book Data"	has the meaning given to it in paragraph 1 of Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement;
	X	"Operating Environment"	the Customer System and the Data Centres;
X		"Operational Requirements Review"	means the review to be undertaken by CPNI, CESG and any other relevant assurance bodies to establish whether: (i) the information provided in a Data Centre Assurance Questionnaire is correct; and (ii) the Initial Unapproved Data Centres and Additional Data Centres have achieved the Data Centre Assurance Criteria;
X		"Ordinary Exit"	means any termination of a Call-Off Agreement where the period of notice given by the party serving notice to terminate is greater than or equal to six (6) months or as a result of the expiry of the Initial Term or any Extension Period;
X		"OSL" or "Operating Service Level"	means the Service Levels described as such in paragraph 2.3 of Schedule 3.3 (Service Levels).
X	X	"Other Call-Off Agreement"	any call-off agreement entered into under the Framework Agreement other than the Call-Off Agreement;
X	X	"Other Customers"	customers who are party to Other Call-Off Agreements;
X	X	"Other Supplier"	any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
X		"Outline BCDR Plan"	the outline business continuity and disaster recovery plan, set out at Annex 1 to Schedule 6.7 (Business Continuity and Disaster Recovery) of the Framework Agreement;
	X	"Outline Implementation Plan"	the outline plan set out at Appendix 3 to the Call-Off Order Form;
	X	"Partial Termination"	the partial termination of this Call-Off Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clauses 43.4 and 43.5 of the Standard Terms;
X	X	"Parties" and "Party"	(a) in respect of the Framework Agreement, the Framework Authority and the Supplier; and (b) in respect of any Call-Off Agreement, means the Customer and the Supplier

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FWA	ST	Expression	Definition
	X	"PCSPS"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"PCSPS Fair Deal Employees"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		REDACTED	REDACTED
	X	"Permitted Contract Change"	has the meaning given in paragraph 1.3 of Schedule 4.2 (Change Control Procedure) of the Standard Terms;
	X	"Permitted Maintenance"	means planned maintenance in respect of the Data Centres designed to fix any fault the IT Environment or the Services or any part thereof has developed or any fault that the Supplier reasonably suspects may be at risk of developing as set out in the agreed Maintenance Schedule;
X	X	"Personal Data"	personal data (as defined in the DPA) which is Processed by the Supplier or any Sub-contractor on behalf of the Authority or a Central Government Body pursuant to or in connection with the Framework Agreement or a Call-Off Agreement;
X		"Potential Customer"	any person who is identified in the Contract Notice as a person who may order Services under the Framework Agreement which includes all UK Government departments, their arm's length bodies and executive agencies, non-departmental public bodies, NHS bodies and local authorities and who have not entered into a Call-Off Agreement;
X		"Power Charge"	the Charges calculated in accordance with paragraph 4 of Schedule 3.2 (Pricing) of the Framework Agreement;
X		"Power Uptime"	has the meaning given in paragraph 2.5 of Schedule 3.3 (Service Levels) of the Framework Agreement;
	X	"PQQ"	means pre-qualification questionnaire;
X		"PSP"	means the private sector partner selected to subscribe for new shares representing the majority of the enlarged issued share capital of the Supplier immediately after such subscription;
X	X	"Process"	has the meaning given to it under the DPA and "Processed" and "Processing" shall be construed accordingly;

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Schedule 1 (Consolidated Definitions)

FWA	ST	Expression	Definition
X	X	"Prohibited Act"	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Framework Authority, a Customer, an Other Customer or a Service Recipient a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Framework Agreement or a Call-Off Agreement; (c) an offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Framework Authority, a Customer, an Other Customer or a Service Recipient; or (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
X		REDACTED	REDACTED
X		"Public Sector Standard"	the Standards set out in Annex 2 to Schedule 3.5 (Standards) of the Framework Agreement;
X		"Public Sector Standard Change"	has the meaning given in Clause 17.2 (Change in Standards) of the Framework Agreement;
		"Qualified Assurance Report"	means the report issued following an Operational Requirements Review identifying any areas of non-compliance with the relevant Data Centre Assurance Criteria;
X	X	"Quality Plans"	has the meaning given in Clause 24.4 (Quality Plans) of

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CH Framework Agreement
Schedule 1 (Consolidated Definitions)

FWA	ST	Expression	Definition
			the Framework Agreement;
X		"Quarter"	the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Framework Agreement), and "Quarterly" shall be construed accordingly;
X		"Quarter Day"	has the meaning given in paragraph 1.1 of Schedule 5.2 (Financial Distress) of the Framework Agreement;
X		"Rating Agencies"	means Moody's Investors Service, Standard & Poor's Financial Services LLC and Fitch Ratings, Inc and any other organisation approved by the Framework Authority from time to time;
X	X	"Recipient"	has the meaning given in Clause 21.1 (Confidentiality) of the Framework Agreement;
X	X	"Records"	has the meaning given in Schedule 6.4 (Records Provisions) of the Framework Agreement;
X	X	"Rectification Plan"	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
X	X	"Rectification Plan Approver"	has the meaning given in Clause 38.3 (Rectification Plan Process) of the Standard Terms;
X	X	"Rectification Plan Failure"	(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Framework Authority within the timescales specified in Clauses 33.4 of the Framework Agreement or to a Customer within the timescales specified in Clauses 38.5 (Submission of the draft Rectification Plan) or 38.8 (Agreement of the Rectification Plan) of the Standard Terms; (b) the Framework Authority or a Customer, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 33.4 (Agreement of the Rectification Plan) or Clause 38.8 (Agreement of the Rectification Plan) of the Standard Terms;
			(c) the Supplier failing to rectify a material Default within the later of: (i) 30 (thirty) Working Days of a notification made pursuant to Clause 33.2 (Notification) of the Framework Agreement or Clause 38.2 (Notification) of the Standard Terms; and (ii) where the Parties have agreed a

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Schedule 1 (Consolidated Definitions)

FWA	ST	Expression	Definition
			Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default; (d) a Service Level Failure occurring; (e) the Supplier not Achieving a Key Milestone by the applicable Milestone Date; and/or (f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of six (6) months for the same (or substantially the same) root cause as that of the original Notifiable Default;
X	X	"Rectification Plan Process"	the process set out in Clause 33.4 of the Framework Agreement and Clauses 38.5 (Submission of the Rectification Plan) to 38.8 (Agreement of the Rectification Plan) of the Standard Terms (as applicable);
	X	"Redundancy"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Redundancy Costs"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Redundant Employee"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Registers"	has the meaning given in paragraph 2.1 of Schedule 4.3 (Exit Management) to the Standard Terms;
		"Related Service Provider"	any person who provides services to any Customer or Service Recipient in relation to the relevant Services;
		"Related Third Party"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
X		REDACTED	REDACTED
X		REDACTED	REDACTED
X		"Relevant Item"	has the meaning in Clause 20.14 of the Framework Agreement;
X	X	"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to

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FWA	ST	Expression	Definition
			section 9 of the Bribery Act 2010;
		"Relevant Tax Authority"	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
X	X	"Relevant Transfer"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Relevant Transfer Date"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Relief Notice"	has the meaning given in Clause 41.2 (Customer Cause) of the Standard Terms;
X		"Remedial Activities"	mean the remedial activities identified in a Qualified Assurance Report which are required to be undertaken by the Supplier to ensure that the Initial Unapproved Data Centres and any Additional Data Centre achieve the Data Centre Assurance Criteria;
X	X	"Remedial Adviser"	the person appointed pursuant to Clause 34 (Remedial Adviser) of the Framework Agreement;
X	X	"Remedial Adviser Failure"	has the meaning given in Clause 34.7 (Remedial Adviser) of the Framework Agreement;
X		"Rental Charge"	the Charges calculated in accordance with paragraph 2 of Schedule 3.2 (Pricing) of the Framework Agreement;
X		"Repeat Failure"	where there are two or more Service Level Failures in relation to the same OSL in a single Service Period;
X	X	"Replacement Services"	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of the Framework Agreement or a Call-Off Agreement, whether those services are provided by the Authority internally and/or by any third party but, for the purposes of Schedule 5.1 (Staff Transfer) of the Standard Terms only, "Replacement Services" has the meaning given in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Replacement Sub-contractor"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X	X	"Replacement Supplier"	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing Replacement Services for its own account, the Authority) but, for the purposes of Schedule 5.1 (Staff Transfer) of the Standard Terms only, "Replacement Supplier" has the meaning given in paragraph 1 of Schedule 5.1 (Staff Transfer) of the

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CH Framework Agreement
Schedule 1 (Consolidated Definitions)

FWA	ST	Expression	Definition
			Standard Terms;;
X		"Reporting Period"	has the meaning given in paragraph 1.1 of Schedule 5.2 (Financial Distress) of the Framework Agreement;
X	X	"Request For Information"	a Request for Information under the FOIA or the EIRs;
		"Required Action"	has the meaning given to it in clause 36.2 of the Framework Agreement;
X		"Resolve"	means that the item, equipment or Service has been restored and is operating in accordance with its specifications and meets the requirements of the Framework Agreement and the relevant Call-Off Agreement;
X		"Response"	means the Supplier's response to an Incident;
	X	"RFC"	a written request for a Permitted Contract Change which shall be substantially in the form of Appendix 1 to Schedule 4.2 (Change Control Procedure) to the Standard Terms;
X		"RTO"	means Recovery Time Objective, as defined in paragraph 2.4 of Schedule 6.7 (Business Continuity and Disaster Recovery) of the Framework Agreement;
X		REDACTED	REDACTED
X		"Scheduled Downtime"	means a planned and notified suspension of one or more system functions to perform scheduled maintenance or enhance system operation which actually occurs, but shall not include Emergency Maintenance;
X		"Security Management Plan"	the Supplier's security plan as attached as Annex 2 of Schedule 3.6 (Security Management) to the Framework Agreement and as subsequently developed and revised pursuant to paragraphs 3 and 4 of Schedule 3.6 (Security Management) to the Framework Agreement;
X	X	"Service Commission Date"	means the date on which the Supplier is required to commence provision of Services in respect of a Commissioned Facility which shall be the date on which the relevant Committed Service Period commences, as specified in the relevant Service Request;
X	X	"Service Credits"	credits payable by the Supplier due to the occurrence of one (1) or more KPI Failures, calculated in accordance with Schedule 3.3 (Service Levels) to the Framework Agreement;
X	X	"Service Decommission"	means the date on which the Supplier is required to cease provision of Services in respect of a

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FWA	ST	Expression	Definition
		Date"	Commissioned Facility as specified in the relevant Service Request;
X	X	REDACTED	REDACTED
	X	"Service Interface Document"	has the meaning given in Clause 5.5 of the Standard Terms;
X	X	"Service Level Failure"	means: (a) the OSL relating to Power Uptime is not achieved in any three (3) Service Periods out of six (6) Service Periods on a rolling six (6) month basis; or (b) an OSL relating to Environmental Parameters is not achieved in any three (3) Service Periods out of six (6) Service Periods on a rolling six (6) month basis; or (c) an OSL relating to Incident Response Time or Incident Resolution Time is not achieved in any three (3) Service Periods out of six (6) Service Periods on a rolling six (6) month basis; or
			(d) an OSL relating to network connectivity is not achieved in any three (3) Service Periods out of six (6) Service Periods on a rolling six (6) month basis.
		"Service Level Reports"	means the reports described in paragraph 8 of Schedule 3.3 (Service Levels) of the Framework Agreement;
X		"Service Levels"	means the service levels (including Operating Service Levels) set out in Schedule 3.3 (Service Levels) of the Framework Agreement, and "Service Level" shall be construed accordingly;
		"Service Management Services"	means business processes and operations support functionality (including but not limited to the Service Desk, IT operations management (including operational acceptance testing), technical management, event; Incident & problem management;
X	X	"Service Period"	a calendar month, save that: (a) the first service period shall begin on the first Service Commission Date and shall expire at the end of the calendar month in which the first Service Commission Date falls; and (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the

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			expiry or termination of the Term;
X	X	"Service Recipient"	each of the entities which receive the benefit of any of the Services (including any IaaS Service Provider) provided under a Call-Off Agreement which are identified as such in the Call-Off Order Form or Service Request;
X		"Service Renewal Date"	means (in any case where the Customer issues a Service Request to enter into a commitment for a renewed Committed Service Period beyond the default minimum Committed Service Period) the date on which the renewed Committed Service Period commences, as specified in the relevant Service Request;
X		"Service Report"	means a report prepared by Supplier as listed in Annex 1 of Schedule 3.4 (Reports) of the Framework Agreement;
	X	"Service Request"	means an order for the provision of Services accepted and agreed in accordance with paragraph 3 of Schedule 3.3 (Service Request Procedure) of the Standard Terms;
	X	"Service Request Form"	means the form substantially in the format set out in Annex 1 to Schedule 3.3 (Service Request Procedure) of the Standard Terms to be submitted by the Customer to the Supplier in accordance with paragraph 3 of Schedule 3.3 (Service Request Procedure) of the Standard Terms;
	X	"Service Request Matrix"	has the meaning given in paragraph 3.1 of Schedule 3.3 (Service Request Procedure) of the Standard Terms;
	X	"Service Request Procedure"	means the procedure for the ordering of Services set out in Schedule 3.3 (Service Request Procedure) of the Standard Terms;
	X	"Service Transfer"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Service Transfer Date"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X	X	"Services"	any and all of the services to be provided by the Supplier under the Framework Agreement (as further described in Schedule 3.1 (Service Description)), which are to be performed for each Customer under a Call-Off Agreement as detailed in the Service Request Matrix;
X		"Services Description"	the services description set out in Schedule 3.1 (Service Description) to the Framework Agreement;
		"Severity Level"	means an assessment of the severity of an Incident, in accordance with Table 1 at paragraph 4.4 of Schedule 3.3 (Service Levels) of the Framework Agreement;

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FWA	ST	Expression	Definition
		"Small Customer"	means a customer which has called off an average of less than 50 kW per month of Cabinet Space, Dedicated Data Hall space or Floor Space over the preceding six (6) calendar months;
	X	"Software"	Supplier Software and Third Party Software;
	X	"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
X	X	"Specific Change in Law"	a Change in Law that relates specifically to the business of the Framework Authority or a Customer (as applicable) and which would not affect services similar to the Services;
X	X	"Standards"	the standards, policies and/or procedures identified in Schedule 3.5 (Standards) to the Framework Agreement;
X		"Standards Compliance Report"	has the meaning given in paragraph 2.2(c) of Schedule 3.5 (Standards) of the Framework Agreement;
X	X	"Standard Terms"	the terms set out in Schedule 2.3 (Standard Terms) to the Framework Agreement including its Schedules and Annexes;
	X	"Standard Terms Change"	has the meaning given in paragraph 1.2 of Schedule 4.2 (Change Control Procedure) of the Standard Terms;
X		"Step-In Trigger Event"	has the meaning given to it in Clause 36.1 of the Framework Agreement;
X		"Step-In Notice"	has the meaning given to it in Clause 36.2 of the Framework Agreement;
X		"Step-In Plan"	means the plan developed in accordance with Clause 36.11 of the Framework Agreement;
X		"Step-Out Date"	has the meaning given to it in Clause 36.7 of the Framework Agreement;
X		"Step Out Notice"	has the meaning given to it in Clause 36.7 of the Framework Agreement;
X		"Step-Out Plan"	has the meaning given to it in Clause 36.8 of the Framework Agreement;
X		REDACTED	REDACTED

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FWA	ST	Expression	Definition
X	X	"Sub-contract"	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
X	X	"Sub-contractor"	any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
X	X	"Successor Body"	has the meaning given in Clause 48.4 (Assignment and Novation) of the Standard Terms;
X		"Supplier Change Manager"	the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or Customer (as appropriate) or, if no person is notified, the Supplier Representative;
X		REDACTED	REDACTED
	X	"Supplier Non-Performance"	has the meaning given in Clause 41.1 (Customer Cause) of the Standard Terms;
X	X	"Supplier Personnel"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under the Framework Agreement and any Call-Off Agreement;
X	X	"Supplier Representative"	the person identified as such in Item 11 of the relevant Call-Off Order Form;
X		"Supplier Request"	has the meaning given to it in paragraph 1 of Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
X	X	"Supplier Software"	software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services;
X	X	"Supplier Solution"	the Supplier's solution for the Services set out in Schedule 4.1 (Supplier Solution) to the Framework Agreement, including any Annexes of that Schedule;
		"Supplier Staffing"	has the meaning given to it in paragraph 1 of Schedule

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FWA	ST	Expression	Definition
		Information"	5.1 (Staff Transfer) of the Standard Terms;
X	X	"Supplier System"	the information and communications technology system used by the Supplier in implementing and performing the Services, including the Software, configuration and management utilities and calibration and testing tools(but excluding the Customer System);
X	X	"Supplier Termination Event"	(a) the Supplier's level of performance constituting a Critical Performance Failure; (b) the Supplier committing a material Default which is irremediable;
			(c) as a result of the Supplier's Default, the Customer and/or Service Recipients incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 35.4 (Financial Limits and Other Limits) of the Standard Terms; (d) a Remedial Adviser Failure; (e) a Rectification Plan Failure; (f) where a right of termination is expressly reserved in the Framework Agreement or Standard Terms, including pursuant to: (i) Clause 21 (IPR Indemnity) of the Standard Terms; (ii) Clause 51.6(b) (Prevention of Fraud and Bribery) of the Standard Terms; and/or (iii) paragraph 5 of Schedule 5.2 (Financial Distress) to the Framework Agreement; and or (iv) paragraph 2.4 of Schedule 3.8 (Data Centre Onboarding) to the Framework Agreement; (g) the representation and warranty given by the Supplier pursuant to Clause 26.2(a) (Warranties) of the Framework Agreement being materially untrue or misleading; (h) the Supplier committing a material Default under Clause 14 (Promoting Tax Compliance) of the Standard Terms or failing to provide details of steps being taken and mitigating factors pursuant to Clause 14 (Promoting Tax

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			Compliance) of the Standard Terms which in the reasonable opinion of the Customer are acceptable; (i) the Supplier committing a material Default under any of the following Clauses: (i) Clause 25 (Protection of Personal Data) of the Standard Terms; (ii) Clause 24 (Freedom of Information) of the Standard Terms;
			(iii) Clause 23 (Confidentiality) of the Standard Terms; (iv) Clause 47 (Compliance) of the Standard Terms; (v) in respect of any security requirements set out in Schedules 3.1 (Service Description) or 3.6 (Security Management) to the Framework Agreement; and/or (vi) in respect of any requirements set out in Schedule 5.1 (Staff Transfer) of the Standard Terms; (j) any failure by the Supplier to implement the changes set out in a Benchmark Report as referred to in paragraph 5.9 of Schedule 5.1 (Benchmarking) to the Framework Agreement; (k) an Insolvency Event occurring in respect of the Supplier or the Guarantor; (l) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Framework Authority with the Guarantor or with another guarantor which is acceptable to the Framework Authority); (m) a Change of Control of the Supplier or a Guarantor unless: (i) the Framework Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or (ii) the Customer has not served its notice

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FWA	ST	Expression	Definition
			of objection within six (6) months of the later of the date on which the Change of Control took place or the date on which the Customer was given notice of the Change of Control; or
			(n) a Change of Control of a Key Sub-contractor unless, within six (6) months of being notified by the Customer that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Customer pursuant to Clause 20.6 (Appointment of Key Sub-contractors) of the Framework Agreement; or (o) any failure by the Supplier to enter into or to comply with an Admission Agreement under Schedule 5.1 (Staff Transfer) of the Standard Terms.
	X	"Supplier's Final Supplier Personnel List"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Supplier's Provisional Supplier Personnel List"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"Technical Sub-Committee"	means committee of that name established in accordance with Schedule 6.1 (Governance) of the Framework Agreement;
X		REDACTED	REDACTED
X		"Tender"	the documents submitted by the PSP to the Framework Authority in response to the Framework Authority's invitation to tender to provide the Services dated 23 December 2014;
X	X	"Term"	the period commencing on the Call-Off Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of the relevant Call-Off Agreement;
	X	"Termination Assistance Notice"	has the meaning given in paragraph 5.1 of Schedule 4.3 (Exit Management) to the Standard Terms;
	X	"Termination Assistance Period"	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to paragraph 5.4 of Schedule 4.3 (Exit Management) to the Standard Terms;

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FWA	ST	Expression	Definition
X	X	"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Call-Off Agreement (or a part of it as the case may be) on a specified date and setting out the grounds for termination;
	X	"Termination Services"	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 4.3 (Exit Management) to the Standard Terms, and any other services required pursuant to the Termination Assistance Notice;
X	X	"Tests" and "Testing"	any tests required to be carried out under an Implementation Plan and "Tested" shall be construed accordingly;
X		"Third Party Beneficiary"	has the meaning given in Clause 49.1 (Third Party Rights) of the Framework Agreement;
	X	"Third Party Beneficiary"	has the meaning given in Clause 56.1 (Third Party Rights) of the Standard Terms;
X		"Third Party Contracts"	means the contracts described in Schedule 4.4 (Third Party Contracts) of the Framework Agreement;
	X	"Third Party IPRs"	Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
X		"Third Party Materials"	the Third Party Software together with the Documentation relating to the Third Party Software;
X		"Third Party Provisions"	has the meaning given in Clause 49.14 (Third Party Rights) of the Framework Agreement;
	X	"Third Party Provisions"	has the meaning given in Clause 56.1 (Third Party Rights) of the Standard Terms;
X		"Touch Point"	a key point of interface between the Supplier, a Customer and any Collaborative Partner;
	X	"Transferring Customer Employees"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
		"Transferring Customer Employees List"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Transferring Former Supplier Employees"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;

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FWA	ST	Expression	Definition
		"Transferring Former Supplier Employees List"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
	X	"Transferring Supplier Employees"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Staff Transfer) of the Standard Terms;
X		"Trouble Tickets"	means an event ticket raised on the service management application for Incidents;
X	X	"UK"	the United Kingdom;
X		REDACTED	REDACTED
X		REDACTED	REDACTED
	X	"Updates"	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome defects in, or to improve the operation of, that item;
	X	"Upgrades"	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
X		"Upper Quartile"	has the meaning given to it in paragraph 1 of Schedule 5.1 (Benchmarking) of the Framework Agreement;
X	X	"VAT"	value added tax as provided for in the Value Added Tax Act 1994;
X		"Volume Rebate"	means the rebate to the Rental Charges calculated in accordance with paragraph 6 of Schedule 3.2 (Pricing) of the Framework Agreement;
		"WAN"	wide area network;
X	X	"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales; and
	X	"Works"	has the meaning given in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;