

Witness Name: William Paul Patterson (on behalf of Fujitsu Services Limited)

Statement No.: WITN06650400

Dated: 8 August 2024

POST OFFICE HORIZON IT INQUIRY

FOURTH CORPORATE STATEMENT OF FUJITSU SERVICES LIMITED

I, *MR WILLIAM PAUL PATTERSON* (known as Paul Patterson), will say as follows:

INTRODUCTION

1. I am a director of Fujitsu Services Limited ("**Fujitsu**") and am duly authorised to make this statement on its behalf. I make this statement in response to the Inquiry's Rule 9 Request, dated 31 August 2023, for a corporate statement addressing issues relevant to Phases 6 and 7 of the Inquiry (the "**Request**"). In particular, the Request focuses on the following matters from 1999 to the present day (the "**Relevant Period**"):
 - a. the identification, investigation, recording, reporting and rectification of (i) bugs, errors and defects ("**BEDs**"), (ii) other network and system failures or (iii) the impact of such events upon branch accounts ("**Incident Management Obligations**"); and

- b. the use of privileged access by Fujitsu employees to remedy errors in transaction data and branch accounts (“**Privileged Access**” and the “**Privileged Access Obligations**”),
- (together, the “**Relevant Obligations**”).
2. As noted in the First, Second and Third Corporate Statements dated 28 September 2022, 29 December 2022 and 14 September 2023 respectively (collectively the “**Previous Corporate Statements**”, individually the “**First/Second/Third Corporate Statement**”, respectively), I do not have first-hand knowledge of many of the matters which are set out in this corporate statement. For this reason, I wish to reiterate at the outset how the information in this statement has been compiled. As with the responses in the Previous Corporate Statements, responses to questions set out in this statement are generally drawn from documentary sources. For the purposes of preparing this statement, I have been assisted by a team of individuals within Fujitsu and Morrison Foerster. This is due to the vast amount of documentation and sources of evidence which have had to be reviewed for a period stretching over 25 years. This team has provided me with the documents which are referenced in this statement and exhibited in accordance with the index at the back of this statement, and which are the principal source of my knowledge of this statement’s content. I have also been directed to the key parts of the Horizon IT System (“**Horizon**”) contract over time, as described in this statement.

3. Further, as noted in the Previous Corporate Statements, I do not have a detailed technical knowledge of Horizon and I am reliant upon Fujitsu staff with relevant technical expertise and knowledge of such matters.
4. The responses provided in this fourth corporate statement represent Fujitsu's current understanding of the information available. Given that work in relation to Phases 6 and 7 of the Inquiry is ongoing, it may be that Fujitsu will need to supplement this corporate statement as further material is identified. For ease of reference, set out in the table below are the relevant sections of this corporate statement and the relevant paragraphs:

	Section	Paragraphs
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5. For ease of reference, in this statement:
 - a. ICL Pathway Limited (which initially managed the Horizon contract, and later novated the contract to Fujitsu Services Limited) and Fujitsu Services Limited will be referred to collectively as “**Fujitsu**”; and
 - b. Post Office Counters Limited (subsequently Post Office Limited) will be referred to collectively as “**POL**”).

6. Further, references to Horizon in this statement shall be as follows:
 - a. Pathway Programme: The solution designed and developed between 1996 and 1999 further to a tripartite arrangement between Fujitsu, POL and the Department of Health and Social Security (the “**DSS**”), and as discussed in detail in the First Corporate Statement.
 - b. Legacy Horizon: The original iteration of Horizon which was in operation from 1999 to 2010 and which used Riposte software from Escher, a third-party specialist provider to post offices in other countries, to replicate data between counters at the branches and correspondence servers in the data centres.¹
 - c. Horizon Online: Comprising both (i) HNG-X, which was rolled out to the majority of Post Office branches by 31 August 2010, and (ii) HNG-A, which was progressively rolled out to branches from 2016. HNG-X was a

¹ First Corporate Statement of Fujitsu Services Limited, WITN06650100, paragraphs 12 to 14,

replacement of the Legacy Horizon system. The core technical change of HNG-X was the replacement of the Riposte system with a system of direct transmission from the counter to the data centre. The development of HNG-A was driven by the need to replace ageing Windows NT 4 branch counter technology with a Windows 10 operating system.²

BACKGROUND TO FUJITSU'S CONTRACTUAL OBLIGATIONS

7. As part of the Request, the Inquiry has asked Fujitsu to provide an explanation as to (i) the contractual obligations in place during the Relevant Period which relate to the Relevant Obligations, (ii) the measures put in place to address those contractual obligations, and (iii) the measures in place to monitor Fujitsu's compliance with those contractual obligations. The Inquiry has also sought details of how these measures have changed following the Horizon Issues Judgment handed down by Justice Fraser in the *Bates v POL* group litigation on 16 December 2019.³
8. The main document governing the contractual relationship between POL and Fujitsu (as they are now known) is the Horizon contract. It is a single contract which has been varied substantially over time. References below in this corporate statement to phases of the Horizon contract's operation and the different names which have been used for that contract in different periods of its operation have been used for convenience only. In addition to the Horizon contract, the contractual

² First Corporate Statement of Fujitsu Services Limited, WITN06650100, paragraphs 15 and 16

³ [2019] EWHC 3408 (QB)

relationship between POL and Fujitsu is also governed by a number of ancillary documents, most notably:

- a. Change Control Notes (each a “CCN”): CCNs are the contractually mandated⁴ format of agreed variations to the Horizon contract. The definition of new or withdrawn services is therefore managed through CCNs. A CCN is authorised and has effect when it is approved and signed by authorised representatives from both Fujitsu and POL.
 - b. Contract Controlled Documents (each a “CCD”): CCDs are documents which are referred to in the Horizon contract. CCDs are often used to provide detailed technical specification. The Horizon contract permitted Fujitsu and POL to introduce or amend CCDs by using the Change Control Procedure (i.e., by an agreed CCN).
9. There have been 23 conformed⁵ major versions of the Horizon contract during the Relevant Period. For convenience, this corporate statement examines the Relevant Obligations across three broad phases of contract operation, as follows:
- a. The codified agreement, effective from 28 July 1999 to 30 December 2002 (the “**Codified Agreement**”), which was agreed between POL and Fujitsu

⁴ The relevant schedule governing how changes and amendments are made to the Horizon contract has changed over time. In the Codified Agreement dated 28 July 1999 the relevant schedule is Schedule A05. In the latest conformed major version of the Horizon contract (version 14.0) approved on 20 December 2021 the relevant schedule is Schedule A3

⁵ In Fujitsu’s business it is common for it and its customers to create conformed versions of long-term contracts. The purpose of conformance is to update the contract to reflect all or some of the variations agreed to that contract. Each conformed version of the Horizon contract summarises in the version history table at the outset of the document which agreed variations have been conformed into that version

following the withdrawal of the DSS from the Pathway Programme in May 1999.⁶ As described in paragraphs 64 to 89 of the First Corporate Statement, prior to this date, pilot releases of the Pathway Programme had already been rolled out to around 200 branches, and preparation for national rollout was in progress and subject to the completion of a contractual acceptance process. The Codified Agreement was unusual in so far as it was concluded part way through the development and testing stages of the Systems Development Life Cycle ("**SDLC**")⁷ of a system which had been procured, designed and partially developed under a prior contract between the parties.⁸ In consequence, a number of the provisions of that earlier contract were carried across into the Codified Agreement and provisions were added to address the partial delivery of that system at the time of contracting.

- b. The Codified Agreement was amended on 31 December 2002 by CCN 1100 amongst other things to introduce a network banking application that was to support the transaction of certain banking business in branches,⁹ such as cash deposits and withdrawals.¹⁰ There are seven major conformed versions of the Horizon contract dating from 31 December 2002 to 15 August 2006, each of which are substantially in the same format (together, the "**Varied and**

⁶ Further detail in relation to the Pathway Programme and the withdrawal of the Department of Health and Social Security is provided in the First Corporate Statement

⁷ Expert Witness Report of Charles Cipione dated 14 September 2022, EXPG0000001, paragraph 3.7

⁸ Agreement between POL and Fujitsu dated 15 May 1996, POL00028181

⁹ FUJ00000899

¹⁰ See paragraph 2.6 of the Varied and Restated Agreements

Restated Agreements") and which are structured, presentationally at least, quite differently to the Codified Agreement.¹¹

- c. CCN 1200,¹² submitted on 23 August 2006, introduced certain variations to the Horizon contract including changes to address the design, development, testing and deployment of a new system, HNG-X, and the continued maintenance of Legacy Horizon pending the migration of Post Office branches to HNG-X. At the time of preparing this corporate statement, there have been 15 major conformed versions of the Horizon contract since 31 August 2006, the final version of which was agreed between the parties shortly before the submission of this corporate statement.¹³ Each of these 15 conformed versions (together, the "**HNG-X Agreements**") are substantially in the same format as one another.¹⁴ This phase includes the subsequent introduction of HNG-A. The development and delivery of HNG-A was introduced pursuant to CCN 1600, submitted on 22 February 2016¹⁵ and later

¹¹Codified Agreement dated 28 July 1999, FUJ00000071; Varied and Restated Agreements: FUJ00000074 (v 1.0 dated 31 December 2002); FUJ00000087 (v 2.0 dated 6 August 2003); FUJ00000079 (v 3.0 dated 5 November 2003); FUJ00000080; FUJ00000081 (v 5.0 dated 5 July 2005); FUJ00000082 (v 6.0 dated 30 November 2005); FUJ00000083 (v 7.0 dated 15 August 2006)

¹² FUJ00000972

¹³ It is noted that the dates shown on the various documents comprising version 15.0 of the HNG-X Agreement are the dates upon which the conformance exercise commenced for that part of the agreement. Version 15.0 of the HNG-X Agreement was agreed between Fujitsu and POL on 6 May 2024

¹⁴ FUJ00000084 (v 1.0 dated 31 August 2006); FUJ00000085 (v 2.0 dated 24 January 2007); FUJ00000086 (v 3.0 dated 6 July 2007); FUJ00000075 (v 4.0 dated 14 April 2008); FUJ00000076 (v 5.0 dated 23 February 2009); FUJ00000077 (v 6.0 dated 7 July 2009); FUJ00000078 (v 7.0 dated 10 May 2010); FUJ00000068 (v 8.0 dated 21 February 2012); FUJ00000069 (v 9.0 dated 13 January 2014); FUJ00000070 (v 10.0 dated 10 September 2015); FUJ00000072 (v 11.0 dated 31 March 2016); FUJ00000073 (v 12.0 dated 3 July 2017); FUJ00000003 (v 13.0 dated 23 November 2020); FUJ00234786 (v 14.0 dated 20 December 2021); Exhibit numbers 27 to 66 (v 15.0 agreed on 6 May 2024)

¹⁵ FUJ00001132

conformed into version 11.0 of the HNG-X Agreements on or about 31 March 2016 by CCN 1604.¹⁶

10. The Horizon contract in each of these three phases contains provisions to address the different stages of the SDLC. I refer to paragraph 3.7.2 of the Expert Witness Report of Charles Cipione dated 14 September 2022 which contains a summary of the various commonly used stages of the SDLC, being Planning, Analysis, Design, Development, Testing, Deployment and Maintenance. Both Legacy Horizon and Horizon Online were developed using the first four stages of the SDLC before they were formally accepted into live service (Maintenance) following Testing and Deployment. The majority of the Relevant Period concerns the Maintenance stage of each system. The contractual and operational regimes for managing BEDs in Horizon are different as between the Maintenance stage and the prior stages. This statement is focussed on the contractual and operational regimes for managing BEDs during the Maintenance stage of each system.
11. This corporate statement first addresses the Incident Management Obligations within each of the three contractual phases (see paragraphs 12 to 170 below). It then addresses the Privileged Access Obligations contained within each of these three phases (see paragraphs 171 to 207 below). As requested by the Inquiry, a summary of the measures that were put in place to address the Incident Management and Privileged Access Obligations is also provided in each of these two sections.

¹⁶ FUJ00001136

THE INCIDENT MANAGEMENT OBLIGATIONS

12. For context, prior to the Maintenance stage of Horizon, there would have been obligations and processes in place during the Development and Testing stages of the SDLC to identify, investigate and resolve BEDs in new software prior to its acceptance into live service and subsequent Deployment. However, as Mr Charles Cipione noted in paragraph 3.7.2(g) of his Report, not all BEDs in the software can be identified during Testing. Further, certain known BEDs may be accepted into live service either with a workaround in place, or with the intention to develop a fix in due course. For example, the release note for Core Service Release+ (“**CSR+**”), which was rolled out to branches during the national rollout, sets out at Appendix B the “*Outstanding Issues*” to be resolved either (i) during the live pilot, (ii) through the application of a resolution plan, or (iii) for “*low impact*” issues, as part of a maintenance release.¹⁷

13. The Relevant Obligations summarised below primarily relate to the performance of “Operational Services” during the Maintenance stage of the Horizon system.

¹⁷ Release Note for CSR+ (CS/REN/003), FUJ00079484 (v 1.0 dated 24 October 2000)

The Codified Agreement (28 July 1999 to 30 December 2002)¹⁸

14. Pursuant to clause 106.3 (General Principles), the POCL Services and the POCL Infrastructure was to be provided in accordance with, and comply with, all relevant applicable industry standards, as listed in Schedule A2.
15. Under clause 201.2, Fujitsu was responsible, subject to certain qualifications, for meeting POL's requirements specified in Schedule A15 of the Codified Agreement, in accordance with the 'Solutions' specified in Schedule A16 by performing the 'Core System Services' (i.e., those services specified in clause 201.3). Clause 201.2 goes on to clarify, however, that POL's acceptance of the 'Solutions' in Schedule A16 "*shall not relieve [Fujitsu] of its obligation to meet such of those requirements specified in Schedule A15...*".
16. In accordance with clause 201.3, Fujitsu was required to perform the 'Core System Services' in accordance with all applicable provisions. The applicable provisions in respect of the 'Core System Services' were set out in clause 405 under the heading 'Performance of Operational Services' and included the 'POCL Infrastructure Services'. In the context of the Codified Agreement, many of the contractual obligations with which this corporate statement is concerned arose in connection with the POCL Infrastructure Services. These services are then defined in more detailed in Schedule G01 (POCL Infrastructure Service Definition).

¹⁸ Defined terms contained within this section that are not defined within this corporate statement take the meanings given to them in the Codified Agreement

17. An explanation of the Core System Services (or “**Operational Services**”) which Fujitsu considers most applicable to the Incident Management Obligations is set out at paragraphs 33 to 140 of this corporate statement. This explanation includes a summary of the relevant contractual provisions in respect of each of these Operational Services.
18. Under clause 702, in relation to the performance of POCL Services (defined as the “*Core System Services and all other obligations of [Fujitsu] under this Codified Agreement*”),¹⁹ Fujitsu warranted and represented that (amongst other things):
- a. “[t]he POCL Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence” (clause 702.1);
 - b. Obligations under the Codified Agreement would be discharged with “*all due skill, care and diligence including but not limited to good industry practice and...in accordance with the best of its own established internal procedures*” (clause 702.2); and
 - c. “*the POCL Services shall be performed in such a way as to cause minimum disruption to the business of [POL] and the End Users [i.e. postmasters]*” (clause 702.8).
19. Under clause 703, in relation to the performance of Products (defined as including the “*Core System Products and any Optional Products and Additional Products*”

¹⁹ Codified Agreement, Schedule A01, FUJ00000071

and any [POL] Consumables”),²⁰ Fujitsu warranted and represented that (amongst other things) “...all components of the POCL Service Infrastructure shall operate in accordance with their respective specifications...” (clause 703.2).

20. Under clause 705, in relation to Technical Standards, Fujitsu warranted and represented that (amongst other things) “*the POCL Services shall comply with, and be provided in accordance with, the policies and standards specified in Schedule A2 and all components and equipment used in the course of the provision of the POCL Services shall operate in accordance with their technical specifications*” (clause 705.1).
21. The Codified Agreement contains provisions regarding the Acceptance of the system following Testing and Live Trials prior to its national rollout to Post Office branches. Out of these stages, three supplemental agreements to the Codified Agreement were agreed between Fujitsu and POL on 20 August 1999, 24 September 1999 and 19 January 2000, respectively (collectively, the “**Supplemental Agreements**”, individually the “**First/Second/Third Supplemental Agreement**”, respectively).
22. The Supplemental Agreements are described in more detail in paragraphs 124 to 140 of the First Corporate Statement. At the request of the Inquiry, those descriptions are not repeated in this corporate statement; however, I note in particular that:

²⁰ Codified Agreement, Schedule A01, FUJ00000071

- a. Amongst the Acceptance Incidents described in Part B of Schedule 1 to the Second Supplemental Agreement were (i) AI 376, which led to the introduction of the “TIP Integrity Checking Period”, and (ii) AI 408, which related to the performance of the Service Desk Service. For further detail on the Acceptance Incidents addressed by the Second Supplemental Agreement and their rectification plans, see paragraphs 126 to 133 and Appendix 2 of the First Corporate Statement.
- b. At the time of the Second Supplemental Agreement, CCN 562 was issued.²¹ CCN 562 amended Schedule G01 of the Codified Agreement, by adding a new paragraph 3.6 which addressed, amongst other things, data errors and discrepancies and how the same were reported to POL. CCN 562 also amended the resolution plan for AI 376 set out in Schedule 2 to the Second Supplemental Agreement.
- c. The Third Supplemental Agreement amended the Codified Agreement and introduced, amongst other things, further changes to Helpdesk and to the reconciliation and integrity control processes. As noted in paragraph 134 of the First Corporate Statement, the Third Supplemental Agreement required that, amongst other things, POL and Fujitsu continue co-operating in order to, (i) comply with obligations in relation to the Service Desk Service, (ii) develop operational procedures to support the accounting integrity control over the TIP interface, (iii) introduce new and detailed processes in relation

²¹ FUJ00000496, dated 28 July 1999

to TIP data transfer rules, and (iv) improve end to end management of Reference Data over the Core System. Further detail on the provisions of the Third Supplemental Agreement is set out in paragraphs 134 to 140 of the First Corporate Statement.

Varied and Restated Agreements (31 December 2002 to 15 August 2006)

23. As noted above, when introducing the Network Banking solution to the Horizon system, in 2002 the format of the Horizon contract was restructured and amended by CCN 1100. It became, with effect from 31 December 2002, the Varied and Restated Agreement.
24. Under the Varied and Restated Agreements, as with the Codified Agreement, many of the Incident Management Obligations arose in connection with the performance of Operational Services by Fujitsu.
25. In accordance with clause 1 (Performance of Services), Fujitsu was required to perform specified services, including, of most relevance, Operational Services *"in accordance with all applicable provisions hereof"* (clause 1.1.1). Schedule 19 set out the Operational Services that were to be performed by Fujitsu. Many of them corresponded with the Operational Services specified in the Codified Agreement phase.
26. A table of the Operational Services then in place was set out in Schedule 19 of the Varied and Restated Agreements along with (i) a brief description of each of those services, and (ii) the CCDs that contain the service description for each of the

Operational Services that were to be performed. An explanation of the Operational Services which Fujitsu considers most applicable to the Incident Management Obligations is set out at paragraphs 33 to 140 of this corporate statement. This explanation includes a summary of the relevant contractual provisions in respect of each of these Operational Services.

27. In addition to the obligations in relation to the specific Operational Services described above, Fujitsu gave a number of general undertakings in the Varied and Restated Agreements. Amongst other things, Fujitsu undertook:
- a. that the Services (including the Operational Services, amongst others) would comply with, and be provided in accordance with, the policies and standards specified in Schedule 2 and “*all components and equipment used in the course of the provision of the Services shall operate in accordance with their technical specifications*” (clause 9.1.1);
 - b. to “*discharge its obligations under this Agreement with all due skill, care and diligence, including but not limited to good industry practice and... in accordance with the best of its own established internal procedures*” (clause 9.2.2);
 - c. to “*provide the Operational Services using the Applications functioning on the Horizon Service Infrastructure*” (see clause 9.2.5);

- d. that *“the interfaces to all external systems connected to the Horizon Service Infrastructure shall operate in accordance with the applicable AIS and TIS”* (clause 9.2.6);
 - e. to perform the Services *“in such a way as to cause a minimum of disruption to the business of Post Office and the End Users”* (clause 9.2.7); and
 - f. that *“...all components of the Horizon Service Infrastructure shall operate in accordance with their respective specifications, except that, for the avoidance of doubt, it is agreed that Post Office shall have no remedy for breach of this undertaking in relation to errors or interruptions to Services which cause a failure of a SLT or an ARL”* (clause 9.3.1).
28. Schedule 17 (Infrastructure) provided an overview of the Horizon Service Infrastructure and the Infrastructure Services that Fujitsu was required to provide to POL in order to deliver the Applications and thereby provide the Services (see paragraph 1.1).
29. Schedule 18 (Application Management) recorded and specified the Applications used by Fujitsu to provide the Services to POL. Pursuant to clause 1.2 of Schedule 18, Fujitsu was required to operate and maintain each Application listed therein in accordance with the relevant specifications for each Application, all relevant CCDs and all relevant Service Levels.

HNG-X Agreements (31 August 2006 to Present)

30. As noted above, the Horizon contract was restructured to address the Development, Testing and Deployment of HNG-X and the Maintenance of Legacy Horizon while the Deployment of HNG-X took place. Version 1.0 of the HNG-X Agreements was effective from 31 August 2006. Whilst it has been amended from time to time, the structure has remained substantially the same across the 15 major conformed versions of the Horizon contract relevant to HNG-X.
31. Under clause 15 of the HNG-X Agreements (Service Standards), Fujitsu undertook that (amongst other things):
- a. *“the Services, the HNG-X Development and the Associated Change Development shall comply with, and be provided in accordance with, the policies and standards specified in Schedule A4 and all components and equipment used in the course of the provision of the Services shall operate in accordance with their technical specifications”* (clause 15.1.1);
 - b. *“the Infrastructure, the PostShop Infrastructure, the Horizon Applications, the Business Capabilities and the Support Facilities shall be provided in accordance with and comply with all relevant applicable industry standards, as these standards are listed in Schedule A4”* (clause 15.1.3);²²

²² In v 7.0 of the HNG-X Agreements dated 10 May 2010, the reference to 'PostShop Infrastructure' is amended to 'Superstock Infrastructure'. In v 12.0 of the HNG-X Agreements dated 3 July 2017, reference to 'Superstock Infrastructure' was removed from this clause

- c. *“the Services, the HNG-X Development and the Associated Change Development shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence”* (clause 15.1.4);
 - d. Fujitsu would discharge its obligations under the HNG-X Agreements with *“all due skill, care and diligence including but not limited to good industry practice and... in accordance with the best of its own established internal procedures”* (clause 15.1.5); and
 - e. *“the Services shall be performed in such a way as to cause a minimum of disruption to the business of Post Office and the End Users [i.e. postmasters]”* (clause 15.1.8).
32. Table A of Schedule B3.1 of the HNG-X Agreements contained the Operational Services to be delivered by Fujitsu and included (i) a brief description of each of those services, (ii) the initial CCDs that contain the service description for each of the services that were performed for Legacy Horizon, and (iii) the new CCDs due to come into force for each service to be performed for HNG-X following a specified “Trigger Event”.

OPERATIONAL SERVICES RELATING TO THE INCIDENT MANAGEMENT OBLIGATIONS

33. Set out in this section of the corporate statement are explanations of the key contractual obligations relating to those Operational Services which Fujitsu

considers to be most relevant to the Incident Management Obligations over time.

The relevant paragraphs for these Operational Services are set out in the table below:

	Operational Service	Paragraphs
1.	Service Desk Service	35–53
2.	Engineering Service	54–66
3.	Third Line Support Service	67–76
4.	Fourth Line Support Service ²³	77–85
5.	Service Management Service	86–100
6.	Systems Management Service	101–112
7.	Management Information Service	113–127
8.	Reconciliation Service	128–140

34. In addition to the Operational Services listed above, I understand that there are other Operational Services which are also relevant to the Incident Management Obligations but to a lesser degree. These include the Branch Network Service²⁴

²³ Although Fourth Line of Support was classified as a 'Development Service' in the Codified Agreement and Varied and Restated Agreements, it is convenient to deal with it under the heading Operational Services, together with the other relevant services

²⁴ Not defined as a separate service until the HNG-X Agreements (see Table A in paragraph 2 of Schedule B3.1). The relevant CCD for the Branch Network Service was listed in Table A as 'Branch Network Service: Service Description' with internal reference SVM/SDM/SD/0011: FUJ00079996 (v 1.0 dated 31 August 2006); FUJ00080023 (v 2.0 dated 28 February 2007); FUJ00080074 (v 3.0 dated 10 June 2009); FUJ00080087 (v 4.0 dated 4 March 2010); FUJ00080252 (v 5.0 dated 25 November 2013); FUJ00080294 (v 6.0 dated 9 May 2014); FUJ00080384 (v 7.0 dated 24 July 2017); FUJ00080400 (v 8.0 dated 5 March 2018)

and the Central Network Service.²⁵ The relevant Incident Management Obligations for these services and associated CCDs are footnoted to this paragraph.

Service Desk Service

35. The Service Desk, which was also known at various times as the Horizon Systems Helpdesk (HSH) or Horizon Service Desk (HSD) (the “**Service Desk**”), was first established in May 1996 as part of the Pathway Programme as an initial point of contact for postmasters in need of support. The service continued from May 1999 under the various versions of the Horizon contract described above until POL introduced a towers model following which, on or around 2 July 2014, the Service Desk Service was transferred to a third-party provider, Atos.²⁶

Codified Agreement (28 July 1999 to 30 December 2002)

36. Under Schedule A01 of the Codified Agreement, the Service Desk was defined as “[t]he initial point of call for Users in need of support relating to the POCL Services”. The relevant Requirements for the Service Desk Service were Requirements 521 to 529 and 914, which were set out in Schedule A15. The corresponding sections of Schedule A16 contained Fujitsu’s ‘Solutions’ and POL’s comments on those solutions. Pursuant to clause 201.2 of the Codified Agreement, Fujitsu was

²⁵ Not defined as a separate service until the HNG-X Agreements (see Table A in paragraph 2 of Schedule B3.1). The relevant CCD for the Central Network Service was listed in Table A as ‘Central Network Service: Service Description’ with internal reference SVM/SDM/SD/0012: FUJ00002028 (v 1.0 dated 31 August 2006); FUJ00232609 (v 2.0 dated 26 May 2009); FUJ00002118 (v 3.0 dated 21 January 2010); FUJ00232653 (v 4.0 dated 16 December 2013); FUJ00002568 (v 5.0 dated 13 February 2014); FUJ00002574 (v 6.0 dated 14 May 2014); FUJ00003152 (v 7.0 dated 30 November 2016); FUJ00003254 (v 8.0 dated 15 September 2017); FUJ00003331 (v 9.0 dated 10 May 2018); FUJ00003460 (v 10.0 dated 4 February 2021); FUJ00003472 (v 11.0 dated 14 October 2021); FUJ00235000 (v 12.0 dated 29 June 2023); FUJ00235001 (v 13.0 dated 3 May 2024)

²⁶ CCN 1409a, FUJ00001104, raised on 5 March 2014

responsible (subject to certain qualifications) for meeting the Requirements specified in Schedule A15 in accordance with the 'Solutions' specified in Schedule A16 by performing the Core System Services (i.e., those services specified in clause 201.3, as described above). These Requirements and Solutions stated, amongst other things, that:

- a. Fujitsu was required to *“provide one telephone number as a single point of access to all Help Desk Services”* (Requirement 521, Schedule A15). Fujitsu’s Solution noted that *“[Fujitsu] intends that the Horizon System Helpdesk will be provided with a single telephone number”* (Reference 521, Schedule A16).
- b. Fujitsu’s *“support services will provide all appropriate support necessary to ensure the continuous and efficient operation of the POCL Infrastructure Service at all times from day 1”* (Reference 523, Schedule A16).
- c. The Service Desk would *“deal with all calls relating to the operation, configuration and end-user [postmaster] support of counter terminal equipment, their operating systems software, application software and processes”*. Requests for support would be *“categorised according to type such as hardware, software, network, advice & guidance, configuration, etc”*. The Service Desk would provide *“problem and fault diagnosis and [would] control any necessary hardware or software maintenance activities”* (Reference 524, Schedule A16).

- d. The Service Desk would be *“staffed by fully trained, qualified and experienced personnel operating according to agreed procedures and within agreed service performance levels”* (Reference 527, Schedule A16).
- e. Fujitsu’s Solution to Requirement 914 documented the *“key service characteristics”* of the Service Desk Service. These included the three levels of service: (i) Level 1 calls were described as *“those which were relatively simple and straightforward to explain and diagnose and which can be fully resolved in less than 10 minutes”* (paragraph 2.2.1), (ii) Level 2 calls were *“generally more complex problems and potential faults”* which would typically *“take less than 30 minutes to resolve but in extreme cases may take longer, up to 45 mins”* (paragraphs 2.3.1 and 2.3.3), and (iii) Level 3 service was invoked when the call could not be *“fully resolved wholly”* within Service Desk but required *“escalation either to a higher level of technical support or to an engineer to perform a maintenance visit”*. In practice, the Software Support Centre team (**“SSC”**) provided Third Line Support. The key service requirements also covered hours of service (paragraph 2.5), problem management (paragraph 2.6), resilience (paragraph 2.8), training (paragraph 2.9), personnel (paragraph 2.10), service targets (paragraph 2.11), and service monitoring (paragraph 3).
37. Under Schedule A08, ICL Sorbus Limited (**“ICL Sorbus”**), a Fujitsu subsidiary, was listed as being the subcontractor responsible for the *“Operation of Horizon System Help Desk and Service Management Centre.”* References to ICL Sorbus were removed from the Varied and Restated Agreements.

38. As explained above, the relevant Core System Services were the Operational Services pursuant to clause 405 and, specifically, the POCL Infrastructure Services, which were to be provided in accordance with the provisions of Schedule G01 (POCL Infrastructure Service Definition). The Service Desk is addressed in section 6 of Schedule G01, which noted by way of example:
- a. *“The first level Service shall provide an immediate problem solving service for all simple and straightforward problems, which can be resolved within five (5) minutes, and all general enquiries”* (paragraph 6.3.1.1).
 - b. *“The second level Service shall provide a diagnostics and fixing service for all problems which cannot be fixed within five (5) minutes by the first level Service, but which can be resolved within thirty (30) minutes”* (paragraph 6.3.2.1).
 - c. *“[Fujitsu] shall provide a problem management system to record the problem details...”* (paragraph 6.4.1). Paragraph 6.4 then provides further detail in relation to how problems were to be recorded.
 - d. *“[Fujitsu] shall, on request, provide on-line access to the problem management system...”* (paragraph 6.9.5).
 - e. *“[Fujitsu] shall retain Horizon System Helpdesk records for a minimum of eighteen (18) months”* (paragraph 6.9.3).
39. As explained above, in addition to provisions in the Horizon contract, the contractual relationship between POL and Fujitsu is also governed by CCDs. In

this regard, version 4.0 of the Horizon System Help Desk Call Enquiry Matrix (with internal reference CS/FSP/002, the “**Call Enquiry Matrix**”) dated 28 July 1999 was introduced. The Call Enquiry Matrix stated:

- a. *“The Horizon System Helpdesk provides a the [sic] single contact point for all technical problems arising within the [Fujitsu] operating domain, from outlets, [POL] and its clients where there are links into the ICL Pathway systems and for reconciling data or information across those links as business incidents”.*
 - b. Categories of incident, which included (amongst others) hardware incidents, software incidents, network incidents, various operation incidents, advice and guidance, documentation incidents and security incidents.
 - c. Version 4.0 introduced, for the first time, cash account balance incidents (under the heading ‘PO Training’). These incidents were described as relating to *“training incidents arising from Wednesday's cash account balance activities. These incidents typically fall outside the normal 5/10 minute A&G calls”*. The Call Enquiry Matrix explained that *“[t]his service is designed to assist the outlet staff with areas that they are unfamiliar with but are not considered to be purely advice and guidance”*.
40. The inclusion of cash account balance incidents in the Call Enquiry Matrix at this time corresponded with the Horizon Live Trial in May 1999, which introduced into branches, for the first time, cash accounting functionality as part of the EPOSS service aspect of the Core System Release (there was no cash accounting

functionality in the pilot releases 1A, 1B and 1C, as described in more detail in paragraphs 64 to 89 of the First Corporate Statement).²⁷

41. As explained above, in the months following signature of the Codified Agreement, the Supplemental Agreements were agreed between POL and Fujitsu. Each of the Supplemental Agreements included provisions relevant to the operation of the Service Desk. Further detail in relation to the Supplemental Agreements is set out in paragraphs 124 to 138 of the First Corporate Statement.
42. Pursuant to paragraph 6 of Schedule 1 of the Third Supplemental Agreement, Fujitsu and POL entered into an interface agreement to demarcate the responsibilities between the Helpdesk and the 'NBSC', or Network Business Support Centre. The NBSC was a POL-operated helpline introduced by CCN 441b raised on 4 October 1999 to "*provide [POL] users with additional support for new and changed business processes during Live Trial*".²⁸ Version 1.0 of the CCD entitled "[Fujitsu]/[POL] *Interface Agreement for the NBSC and HSH Interface*" dated 25 February 2000 (with internal reference CS/IFS/007, the "**Service Desk Interface Agreement**") contained a "*Responsibility Matrix*" that specified which types of incidents were the responsibility of POL's Network Business Support Centre ("**NBSC**") and those which were the responsibility of Fujitsu's Service Desk.²⁹ Amongst other things, this interface agreement stated that:

²⁷ ICL Pathway Core System Release Contents Description (PA/STR/012), FUJ00078801 (v 1.0 dated 25 June 1999), section 1.4

²⁸ FUJ00000407

²⁹ FUJ00080405

- a. Service Desk was responsible for *“informing NBSC of any known issues or problems which may cause incidents to be logged or cause an exceptional increase in call volumes at NBSC”* (section 6.2(a)). NBSC was subject to a corresponding obligation (section 6.1(a)).
- b. Service Desk and NBSC were required to cooperate with each other fully *“in the resolution of complex appropriate incidents. A complex appropriate incident is defined as “an incident that requires both NBSC and HSH action to resolve the incident”*” (section 6.1(i) and section 6.2(i)). They were also *“responsible for accepting and logging undefined incidents”*, which the interface agreement defined as those incidents not listed in the Responsibility Matrix at section 11 (sections 6.1(j) and 6.2(j)).
- c. If a postmaster needed support when completing their cash account, Service Desk was the first point of contact. In the first instance, Service Desk was to assist the postmaster using scripts. If this resulted in a *“cash account discrepancy”*, then the Service Desk was responsible for assisting the postmaster in the correction of the discrepancy. If the Service Desk was unable to resolve it, the postmaster was to be referred to the NBSC for approval to accept the discrepancy (Schedule 11, under the heading *“needs support when completing cash account”*).
- d. If a postmaster was unable to complete their cash account, the Service Desk was the first point of contact. Where the cash account could not be

completed, the Service Desk was to refer the postmaster to the NBSC (Schedule 11, under the heading "*cannot complete cash account*").

- e. In relation to EPOSS discrepancies, the Service Desk was responsible for assisting the postmaster in the correction of the discrepancy. If the Service Desk was unable to resolve it, the postmaster was to be referred to the NBSC for approval to accept the discrepancy (Schedule 11, under the headings "[h]as an EPOSS discrepancy (Daily)" and "[h]as an EPOSS discrepancy (Weekly)").

43. At around the same time, Fujitsu produced version 1.0 of the process document entitled 'CSR+ Horizon System Helpdesk Processes and Procedures Description' (with internal reference CS/PRO/092) dated 11 February 2000. This document was classified as a Processes and Procedures Description ("**PPD**"),³⁰ which is said to have provided "*a description of all the processes involved in order to enable the contractual agreement of operations and to be a source from which authors can develop any further user documentation needed*".³¹ In particular, the CSR+ Horizon System Helpdesk PPD noted:

³⁰ By way of background, PPDs were introduced pursuant to Requirement 481 in Schedule A15 of the Codified Agreement. Fujitsu's Solution in Schedule A16 stated: "[Fujitsu] will provide a set of PPDs that define the OPS operating procedures for use by staff at post offices. The PPDs will include processes for transactions, accounting, balancing, stock taking and action to be taken [during an] emergency such as a system failure. [Fujitsu] will cooperate with [POL] to allow [POL] to include instructions from the PPDs in the [POL] operations manuals and other operational instructions for Users".

³¹ FUJ00080403, this PPD was amended from time to time; See also FUJ00080407 (v 2.0 dated 12 September 2000); FUJ00001498 (v 3.0 dated 12 December 2000), FUJ00001579 (v 4.0 dated 20 September 2001). Significant changes were introduced at the time of FUJ00001761 (v 5.0 dated 25 March 2003); these are dealt with separately below.

- a. By way of overview that the Service Desk provided POL with “*a single point of contact for dealing with all problems relating to the Horizon system procedures and the Horizon system installed in outlets, and also for OBCS [Order Book Control Service] fallback encashments. Additionally it provides a single point of contact for operational issues concerning the Horizon system from pre-determined sources within [POL]*” (section 3); and
 - b. The types of calls the Service Desk would field, many of which reflected those described in the Call Enquiry Matrix set out above (section 5).
44. POL had a “*business vision of a single point of contact*”.³² The first phase to support this vision was introduced by CCN 777b raised on 19 July 2001.³³ The details of the change are stated in CCN 777b to have been that POL wished “*to move from two helpdesk telephone numbers to one utilising their NSBC as a SPoC [single point of contact] utilising a BT Intelligent Call Router (ICR) system to route the callers to either the HSH or NSBC depending on the time of enquiry, to enable a seamless operation*”. CCN 777b envisaged consequential amendments to the Codified Agreement (specifically paragraphs 4.3 and 6.12.1 of Schedule G01, and an amendment to the definition of single point of contact in Schedule A01).
45. In September 2002, Fujitsu proposed to reduce Service Desk calls and service levels. In its ‘Proposal to Post Office Ltd for Extension of the Horizon Contract’

³² See the discussion in CCN 1016a, FUJ00000875, raised on 29 October 2002

³³ FUJ00000684, raised on 19 July 2001

dated 18 September 2002 (with internal reference BD/PRP/008, the “**Fujitsu Proposal**”):³⁴

- a. Fujitsu proposed the introduction of the Technical Service Desk “*which will be responsible for the monitoring and control of all calls relating to Network Banking, whatever domain the calls come from*” (see the Fujitsu Proposal).
- b. Fujitsu proposed, amongst other things, that the Service Desk should provide “[n]o advice and guidance calls (these calls will be taken by the Post Office Help Desk – only technical support (fault reporting and resource co-ordination) service will be provided... The effect of these changes, combined with the implementation of SPOC2 and the implementation of the Technical Service Desk, will reduce Help Desk Calls...”³⁵ The reference to ‘SPOC2’ was to the second phase of POL’s vision of a single point of contact referred to above.
- c. Fujitsu acknowledged that its staff were, at that time, responsible for handling situations such as, investigating “*issues where the financial integrity of the Horizon system has been put in doubt by end-user claims of lost transactions, lost stock or cash account misbalance*”.³⁶ Fujitsu proposed withdrawing this service and replacing it with a single Fujitsu Problem Manager who would liaise with POL central staff; “[t]he shared problem management database will continue to be updated by the Fujitsu Services Problem Manager but pro-

³⁴ FUJ00232510 (v 1.0)

³⁵ FUJ00232510 (v 1.0), paragraph 5.3.1

³⁶ FUJ00232510 (v 1.0), paragraph 5.3.5

active problem management by Fujitsu Services at postmaster level will cease".³⁷

46. These changes to the Service Desk were introduced, in part, by CCN 1016a in October 2002, which envisaged consequential amendments to some of the Schedules to the Codified Agreement, notably Schedules A15, A16, G01, G10 and N05.³⁸
47. Following the introduction of CCN 1016a in October 2002, the scope of the Service Desk was reduced in material respects. CCN 1016a summarised the changes as follows:

"Currently the NBSC resolves [POL] business related calls and the HSH resolves calls surrounding the operation of the Horizon kit and calls relating to hardware, software and network problems.

The introduction of SPoC 2 would result in the HSH only resolving hardware, software and network problems, for example "my printer has broken", together with any environmental and security issues. The NBSC would then resolve any calls where outlets require advice or guidance in using the Horizon system, for example "how do I input bureau transaction to the system." These calls are currently categorised as Advice & Guidance, cash accounting or training".

³⁷ FUJ00232510 (v 1.0), paragraph 5.3.5

³⁸ FUJ00000875

48. According to CCN 1016a, under the revised process, when placing a call, the branch would be directed by the telephony which was in POL's domain. All advice and guidance type calls received at any time by the Service Desk would be referred to the NSBC and logged as "*inappropriate*" by the Service Desk. The Service Desk would only provide technical support on system issues.

Varied and Restated Agreements (31 December 2002 to 15 August 2006)

49. As noted above, clause 1 of the Varied and Restated Agreements required Fujitsu to perform the Operational Services, "*in accordance with all applicable provisions thereof*". Schedule 19 set out the Operational Services that were to be performed by Fujitsu, which included (amongst others) the 'Horizon Systems Help Desk Service', defined as, "[t]he provision of first and second line support to Post Office Branches and other designated groups through the provision of a support desk function". The corresponding CCD was the 'Horizon Systems Helpdesk: Service Description' (with internal reference CS/SER/002), which is addressed in more detail in paragraphs 39 to 49 of the Second Corporate Statement.
50. The reduced scope of the Service Desk was reflected in substantial amendments to the CSR+ Horizon System Helpdesk PPD (with internal reference CS/PRO/092), incorporated into version 5.0, dated 25 March 2003.³⁹ The 'Service Desk Interface Agreement' (with internal reference CS/IFS/007) was also amended to reflect the reduced scope of the Service Desk, such that version 4.0,

³⁹ FUJ00001761

dated 1 July 2003, no longer included cash account in the Responsibility Matrix (contained in Appendix A).⁴⁰

HNG-X Agreements (31 August 2006 to Present)

51. In relation to the HNG-X Agreements, Schedule B3.1 sets out at paragraph 2 a table listing the Operational Services which Fujitsu was required to perform, including in row 1 the 'Service Desk Service', described as "[t]he provision of first and second line support to Post Office Branches and other designated groups through the provision of a support desk function" (following the description of the 'Horizon Systems Help Desk Service' contained in the Varied and Restated Agreements.
52. The 'New CCD' for the Service Desk was identified as the 'Service Desk Service: Service Description' (with internal reference SVM/SDM/SD/0001),⁴¹ which replaced the 'Horizon Systems Helpdesk: Service Description' (with internal reference CS/SER/002) when it came into effect at "*Trigger Point T2 (Service Desk Change)*".⁴² The content of the 'Service Desk Service: Service Description' is addressed in more detail in paragraphs 39 to 49 of the Second Corporate Statement.

⁴⁰ FUJ00080444

⁴¹ FUJ00080457 (v 1.0 dated 31 August 2006); FUJ00080471 (v 2.0 dated 29 September 2008); FUJ00080475 (v 3.0 dated 20 August 2010); FUJ00080477 (v 4.0 dated 16 September 2010); FUJ00080483 (v 5.0 dated 29 April 2013); FUJ00080484 (v 6.0 dated 12 March 2014)

⁴² HNG-X Agreements, Schedule B3.1, Table A, paragraph 2

53. Pursuant to CCNs 1409 and 1409a, from 2 July 2014, Fujitsu ceased to provide the Service Desk Service.⁴³ This change is reflected in version 10.0 of the HNG-X Agreements dated 10 September 2015 and onwards, with Schedule B3.1 noting that, following the introduction of POL's towers model, the Service Desk Service ceased to be a service provided by Fujitsu "as of the 2nd July 2014, with the transfer of responsibilities for the Service Desk transferring to the Next Supplier on the 16th June 2014".

Engineering Service

54. The Engineer or Engineering Service ("**Engineering Service**") comprised an onsite replacement or repair service for Horizon equipment at Post Office branches and other designated locations, together with associated support and administrative functions (for example, training centres and the NBSC).⁴⁴ The Engineering Service was provided, in some form, from Release 1A of the Fujitsu Services in 1997,⁴⁵ until 31 March 2015 when Fujitsu ceased to provide the Engineering Service.⁴⁶ A more detailed description of the Engineering Service is set out in paragraphs 91 to 96 of the Second Corporate Statement.⁴⁷

Codified Agreement (28 July 1999 to 30 December 2002)

55. The provision of the Engineering Service was a requirement under Schedule A15 of the Codified Agreement. In particular, Requirement 468 dealt with engineering

⁴³ CCN 1409a, FUJ00001104, raised on 5 March 2014; CCN 1409, FUJ00232668, raised on 5 March 2014

⁴⁴ FUJ00001802 (v 2.0 dated 15 May 2003); FUJ00002545 (v 6.0 dated 29 October 2013)

⁴⁵ ICL Pathway Re-plan Proposal (CR/PLA/0001), POL00028185 (v 2.2 dated 18 March 1997)

⁴⁶ CCN 1423c, FUJ00001116, raised on 18 August 2015

⁴⁷ Second Corporate Statement of Fujitsu Services Limited, FUJ00126035, paragraphs 91 to 96

visits to “*POCL Infrastructure*” and noted that “[m]aintenance and repair of the elements of the *POCL Service Infrastructure* used to provide OPS involving onsite attendance at *POCL Premises* by the Contractor’s engineers shall not interfere unduly with the ability of an Outlet to serve Customers, even where Outlets have a single Counter Position and/or extremely limited physical space”.

56. The corresponding section of Schedule A16 contains Fujitsu’s Solution to Requirement 468, which stated that:

- a. Hardware “*platform and associated peripherals have been chosen with minimum maintenance in mind. All faults will be diagnosed with the aid of expert systems by the Horizon System Helpdesk and it is anticipated that fewer than 25% of calls will require a visit by a field engineer to replace an unserviceable component. It is our experience that the majority of visits will be completed within 20 minutes of arrival*”.
- b. It further clarified that “*a postmaster may elect to defer a visit to a time which he believes is more convenient for himself and his customers*”.

Varied and Restated Agreements (31 December 2002 to 15 August 2006)

57. As noted above, clause 1 of the Varied and Restated Agreements required Fujitsu to perform the Operational Services, “*in accordance with all applicable provisions thereof*”. Schedule 19 set out the Operational Services that were to be performed by Fujitsu. The Operational Services included (amongst others) the ‘Engineer Service’, defined as, “*an on-site replacement or repair service for broken or faulty*

equipment at Branches together with associated back-up, support and administrative functions". The corresponding CCD was the 'Engineer Service: Service Description' (with internal reference CS/SER/005) (the "**Horizon Engineer Service Description**").⁴⁸

58. Pursuant to section 1.1.1 of the Horizon Engineer Service Description, the Engineer Service was defined as "*an on-site replacement or repair service for broken or faulty Horizon equipment at Post Office Branches and other designated locations.*" The Engineering Service had no direct involvement with software issues. However, in relation to network and system failures, the service definition noted that:
- a. "[u]pon determining that a fault has occurred, the Post Office Branch will contact the HSH, providing as much detail concerning the nature of the fault as possible" (section 3.1.1);
 - b. "[w]here appropriate the HSH will complete diagnostic checks to attempt to resolve the fault prior to committing a Support Engineer to attend the Post Office Branch. The Post Office Branch will be asked to participate in this diagnostic check where possible" (section 3.1.2);
 - c. "[i]f the fault cannot be cleared and service cannot be restored following the initial diagnostic checks, the HSH will obtain detail of the access times to the Post Office Branch, which are not necessarily linked to Post Office Branch

⁴⁸ FUJ00001732 (v 1.0 dated 19 December 2002); FUJ00001802 (v 2.0 dated 15 May 2003)

opening times, and a visit by a Support Engineer will be scheduled in accordance with the severity of the incident (Priority A or Priority B) and the location of the Branch (Local, Intermediate or Remote). Definitions of Priority and Local, Intermediate or Remote locations are set out in Schedule 15” (section 3.1.3);

- d. *“[t]he Support Engineer will assess and seek to diagnose the Horizon equipment fault and where possible, will rectify the fault through simple adjustment, reconnection, cleaning or advice to Post Office Branch personnel” (section 3.1.7); and*
- e. *“[w]here there is a hardware fault involving a faulty component the Support Engineer will exchange that faulty component with a replacement” (section 3.1.8).*

59. The services that were rendered by the Engineering Service regarding communications outages were set out in section 3.6 of the Horizon Engineer Service Description, under ‘Transaction Recovery’, and included that:

- a. *“When the ISDN line is not available at a Branch or a Fujitsu Services Support Engineer (or other suitably qualified person authorised by Fujitsu Services) will visit that Branch (a “Recovery Visit”) and connect the working gateway PC with the Data Centre via an ISDN emulator, a Support Engineers laptop (configured to communicate with the Data Centre via PSTN), and the Branch’s existing PSTN line”;*

- b. *“Connection with a Data Centre will be achieved using the ISDN emulator in such a way that the Branch gateway PC communicates with that Data Centre as if it was using an ISDN line. Such connection shall be achieved using a free phone telephone number”;*
 - c. *“Once communication has been established between a Branch and a Data Centre (via ISDN emulator, laptop and PSTN line) normal two-way Riposte message replication will occur. This will result in both delivery of Transaction data to the Data Centre and delivery of Reference Data changes and OBCS Stop List changes to the Branch”.*
60. Version 3.0 of the Horizon Engineer Service Description dated 15 May 2003 contained an update to provide for *“exceptional service availability”* in relation to the Engineering Service, whereby services would be provided outside the Service Availability hours, *“to provide on site engineering support for Exhibitions, Displays or Conferences”*.⁴⁹

HNG-X Agreements (31 August 2006 to Present)

61. In relation to the HNG-X Agreements (versions 1.0 to 14.0, dating from 31 August 2006 to present), Schedule B3.1 set out at paragraph 2 a table listing the Operational Services which Fujitsu was required to perform, including in row 2 the ‘Engineering Service’, described as *“an on-site replacement or repair service for*

⁴⁹ FUJ00001802

broken or faulty Equipment at Branches together with associated back-up, support and administrative functions”.

62. The ‘New CCD’ for the Engineer Service was identified as the ‘Engineering Service: Service Description’ (with internal reference SVM/SDM/SD/0002) (the “**HNG-X Engineering Service Description**”), which became applicable from “*Trigger Point T1 (Amendment Date)*”.⁵⁰
63. In line with the Horizon Engineer Service Description, the HNG-X Engineering Service Description also divided the service into “[o]n-site replacement / repair of faulty equipment” and “*Transaction Recovery*”. This distinction remained in place from 1 September 2006 to “*Trigger Point T6 (HNG-X Application Roll Out Complete)*”. The transaction recovery provisions were no longer present in version 5.0 of the HNG-X Engineering Service Description dated 3 July 2012.
64. With regards to the ‘on-site replacement / repair of faulty equipment’ provisions, the HNG-X Engineering Service Description noted in particular that:
- a. “[t]he Fujitsu Services Support Engineer will assess and seek to diagnose the Counter Equipment fault and, where possible, will rectify the fault through simple adjustment, reconnection, cleaning or advice to Branch personnel” (section 2.1.1.5);

⁵⁰ FUJ00002021 (v 1.0 dated 31 August 2006); FUJ00002041 (v 2.0 dated 28 February 2007); FUJ00080065 (v 2.2 dated 21 November 2008); FUJ00002080 (v 3.0 dated 25 November 2008); FUJ00080119 (v 3.1 dated 21 July 2010); FUJ00002277 (v 4.0 dated 26 November 2010); FUJ00002445 (v 5.0 dated 3 July 2012); FUJ00002545 (v 6.0 dated 29 October 2013)

- b. “[w]here there is a Hardware fault involving a faulty component, the Fujitsu Services Support Engineer will exchange that faulty component with a replacement” (section 2.1.1.7); and
 - c. “[t]he Fujitsu Services Support Engineer will ensure that the Counter Equipment is working correctly prior to leaving the Branch” (section 2.1.1.8).
65. The services in relation to Transaction Recovery were addressed in section 3.1.2 of the HNG-X Engineering Service Description, in relation to branches “*not yet migrated to the HNG-X Application*”. Version 5.0 of the HNG-X Engineering Service Description dated 3 July 2012 did not contain the Transaction Recovery services.
66. Pursuant to CCN 1423c, from 18 August 2015, Fujitsu ceased to provide the Engineering Service as the service had expired on 31 March 2015.⁵¹ This change is reflected in version 11.0 of the HNG-X Agreements dated 31 March 2016 and onwards.

Third Line Support Service

67. Throughout the Relevant Period, the Third Line Support Service has provided technical support to resolve incidents that the Service Desk (including the relevant second line support teams) are unable to resolve. Provision of the Third Line Support Service continues to the present day.

⁵¹ FUJ00001116

Codified Agreement (28 July 1999 to 30 December 2002)

68. The Third Line Support Service was originally provided as part of the general Service Desk Service under Requirement 914 of Schedule A15, which noted:
- a. Fujitsu Service Desk Service was to *“provide first, second and third level Services...”*; and
 - b. *“[i]f the Help Desk is unable to resolve a problem at the first or second level [Fujitsu] shall categorise and prioritise the problem so that it can be actioned and completed within a standard timescale”*. This Requirement is repeated in paragraph 6.3.3 of Schedule G01.
69. Fujitsu’s Solutions as set out in Schedule A16 of the Codified Agreement then stated as follows:
- a. *“Level 3 service is invoked when the call cannot be fully resolved wholly within the Horizon System Helpdesk but requires escalation either to a higher level of technical support or to an engineer to perform a maintenance visit”* (paragraph 2.4.1);
 - b. *“Calls will be transferred to Level 3 support electronically complete with all of the details of progress made at levels 1 and 2. Calls will be prioritised and categorised so that they can be actioned within standard agreed timescales”* (paragraph 2.4.2);

- c. *“All level 3 calls will be monitored to ensure that the Service Level Agreement is met. The call will also continue to be monitored post resolution to ensure that repeat or intermittent failures are identified as quickly as possible”* (paragraph 2.4.3); and
- d. *“Level 3 calls will be analysed to identify patterns and trends of failure either within specific Outlets or with system items”* (paragraph 2.4.4).

Varied and Restated Agreements (31 December 2002 to 15 August 2006)

- 70. As noted above, clause 1 of the Varied and Restated Agreements provided that Fujitsu was required to perform the Operational Services, *“in accordance with all applicable provisions thereof”*.
- 71. Schedule 19 set out the Operational Services that were to be performed by Fujitsu which, throughout the period of the Varied and Restated Agreements, included Third Line Support as a distinct service (and not as part of the Service Desk). The Third Line Support Service was defined in this regard as the *“[s]ervice for the diagnosis of new software incidents occurring in Branches and the data centre”*, and the corresponding CCD was entitled ‘Service Description for Third Line Software Support Service’ (with internal reference CS/SER/009) (the **“Horizon Third Line Support Service Description”**).⁵²
- 72. Further detail in relation to the Horizon Third Line Support Service Description is set out in paragraphs 76 to 79 in the Second Corporate Statement. For ease of

⁵² FUJ00001735 (v 1.0 dated 19 December 2002)

reference, the sections of the Horizon Third Line Support Service Description most relevant to the Incident Management Obligations stated that Third Line Support was responsible for:

- a. *“The investigation, in accordance with operational procedures, of suspected new software errors escalated from the Horizon Systems Help Desk and Systems Management Centre”* (section 3.0(a)).
- b. In the context of workarounds (section 3.0(b)):
 - (i) *“updating of entries on a support knowledge database”*; and
 - (ii) *“provision to Fourth Line Support of sufficient information to enable further diagnosis and the production of a software fix where appropriate”*.
- c. *“[R]ecovery of transactions from Branches in circumstances where it has not been possible to deploy the laptop emulator solution and hence the relevant processor or processors have been recovered via the Engineer Service (CS/SER/005) to a central site”* (section 3.0(d)).

HNG-X Agreements (31 August 2006 to Present)

73. In relation to the HNG-X Agreements, the table at paragraph 2 of Schedule B3.1 sets out the Operational Services to be performed by Fujitsu. As with the Varied and Restated Agreements, the Third Line Support Service is described as a *“[s]ervice for the diagnosis of new software incidents occurring in Branches and*

the Data Centre” excluding support for “*Configured POL FS or the SAP Loading Applications*” (namely those applications managed by POL).

74. The ‘New CCD’ for Third Line Support was identified as the ‘Third Line Support Service: Service Description’ (with internal reference SVM/SDM/SD/0004)⁵³ (the “**HNG-X Third Line Support Service Description**”) which replaced the Horizon Third Line Support Service Description (with internal reference CS/SER/009) when it came into effect upon the “*Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)*”.
75. Further detail in relation to the HNG-X Third Line Support Service Description (with internal reference SVM/SDM/SD/0004) is addressed in paragraphs 76 to 79 of the Second Corporate Statement. In short, the HNG-X Third Line Support Service Description described at a high level the “*technical support provided by the Third Line Support Service to the appropriate Operational Services*”, including:
- a. The Service Desk Service, which in particular noted (section 2.1.1.1):
- (i) “*Data relating to Incidents are passed from the Service Desk Incident Management Systems via a technical interface to the Third Line Support Service fault management tool...*”. From version 2.0 of the HNG-X Third Line Support Service Description this tool was confirmed to be “*Peak*”,⁵⁴ and from version 3.0, the tool was referred

⁵³ FUJ00002023 (v 1.0 dated 31 August 2006); FUJ00002081 (v 2.0 dated 4 September 2008); FUJ00002233 (v 3.0 dated 9 August 2010); FUJ00002453 (v 4.0 dated 18 February 2013); FUJ00002474 (v 5.0 dated 24 May 2013); FUJ00003471 (v 6.0 dated 6 October 2021); FUJ00234996 (v 7.0 dated 12 March 2024)

⁵⁴ FUJ00002081 (v 2.0 dated 4 September 2008)

to as an “*electronic interface to the Third Line Support Service incident management tool (Peak)*”;⁵⁵ and

(ii) “*Third Line Support Service will provide information for, and maintain the Known Error Log (KEL)*”;

b. The Fourth Line Support Service described below, including:

(i) assistance “*in the development of Software fixtures required...*” (section 2.1.1.4); and

(ii) the two services were to “*...work closely together in the identification and resolution of Software Incidents requiring bug fixes*” (section 2.7.1.5);

c. The Engineering Service described above, including assistance “*in the resolution of Hardware Incidents within the Branch*” (section 2.1.1.10);

d. The Management Information Service described below, including assistance “*in the generation of management information in response to Miscellaneous Data Requests in respect of ad-hoc data extractions*” (section 2.1.1.11);⁵⁶ and

e. The Reconciliation Service described below, including assistance “*in the resolution of Reconciliation Incidents where Transaction information is*

⁵⁵ FUJ00002233 (v 3.0 dated 9 August 2010)

⁵⁶ The language of this section 2.1.1.11 was revised from the HNG-X Third Line Support Service Description (SVM/SDM/SD/0004), FUJ00002081 (v 2.0 dated 4 September 2008) to refer to “*Ad-Hoc Data Requests*” as opposed to “*Miscellaneous Data Requests*”

required following interrogation of the HNG-X Central Infrastructure. This will also include the re-sending of rejected Transactions to Post Office or Clients following the resolution of a Reconciliation Incident” (section 2.1.1.12).

76. In addition, Third Line Support was responsible for investigating “*any suspected new Software errors escalated from the Service Desk or Systems Management Service and provide Software fixes, as required...*” (section 2.1.1.13, HNG-X Third Line Support Service Description).

Fourth Line Support Service⁵⁷

77. In outline, Fourth Line Support was formally introduced into the Horizon contract with version 1.0 of the Varied and Restatement Agreement dated 31 December 2002⁵⁸ and continues to the present day. Fourth Line Support provided support for software and system errors insofar as they could not be resolved by the Third Line Support Service. Fourth Line Support was also responsible for developing new software functionality and products (including those required to address BEDs in the Horizon system). After the introduction of HNG-X, Fourth Line Support was also referred to as the Application Support Service and was delivered by Fujitsu’s Application Division teams, in addition to certain teams based overseas.

⁵⁷ Although Fourth Line Support was classified as a ‘Development Service’ in the Codified Agreement and Varied and Restated Agreements, it is convenient to deal with it under the heading Operational Services, together with the other relevant services.

⁵⁸ FUJ00000074

Codified Agreement (28 July 1999 to 30 December 2002)

78. As noted above, under Schedule A01 of the Codified Agreement, the Service Desk was defined as “[t]he initial point of call for Users in need of support relating to the POCL Services”. The role of the Service Desk was set out more particularly at Section 6 of Schedule G01. This provision, however, included only the first, second and third lines of support.
79. Whilst Fourth Line Support was not reflected in the contractual documentation at the time, in practice, Fujitsu operated a team which was responsible for, amongst other things, fixing new software problems that could not be resolved by the Third Line Support Service.
80. The existence and responsibilities of Fourth Line Support were set out in other documents including the ‘End to end support process operational agreement’ (with internal reference CS/FSP/006) dated 10 October 1999,⁵⁹ which stated at section 6 that, among other things, Fourth Line Support should (i) “receive incidents passed from the SSC”, and (ii) “ensure that the incident is resolved within the total time allowed by the contract between [POL] and [Fujitsu]”.

Varied and Restated Agreements (31 December 2002 to 15 August 2006)

81. The ‘Fourth Line Application Service’ was formally defined in the Varied and Restated Agreements at Schedule 1, as “[s]upport of the systems infrastructure

⁵⁹ End to End Support Process, Operational Level Agreement (CS/FSP/006), FUJ00119994 (v 1.0 dated 10 October 1999)

(used to provide services to [POL] by [Fujitsu]) through the development of bug fixes, patches or similar restorative or preventative software”.

82. As noted above, Fourth Line Support was not classified as an Operational Service; at this time, it formed part of the ‘Development Services’ provided under the Varied and Restated Agreements. Paragraph 2.1 of Schedule 20 stated:

“The following Services are referred to together as “Development Services”...

SI Support Services (including Fourth Line Support and Fujitsu Services’ internal re-architecting projects)”.

HNG-X Agreements (31 August 2006 to Present)

83. In relation to the HNG-X Agreements, Schedule 1, read with Table A of Schedule B3.1, defined the ‘Application Support Service (Fourth Line)’ as providing “*support for software and system errors which cannot be resolved by the Third Line Software Support Service*”. Schedule B3.1 identified the relevant CCD for the Fourth Line Support as the ‘Application Support Service (Fourth Line): Service Description’ (with internal reference SVM/SDM/SD/0005) (the “**Fourth Line Service Description**”).⁶⁰

⁶⁰ FUJ00079997 (v 1.0 dated 24 August 2006); FUJ00080067 (v 2.0 dated 4 September 2008); FUJ00120473 (v 3.0 dated 29 October 2009); FUJ00080125 (v 4.0 dated 24 August 2010); FUJ00080235 (v 5.0 dated 13 September 2013); FUJ00002570 (v 6.0 dated 13 March 2014); FUJ00080379 (v 7.0 dated 29 November 2016); FUJ00003475 (v 8.0 dated 22 November 2021); FUJ00234997 (v 9.0 dated 5 April 2024)

84. The first version of the Fourth Line Service Description (with internal reference SVM/SDM/SD/0005) dated 24 August 2006⁶¹ provided at paragraph 2.1.1 that Fourth Line Support included (amongst other things):
- a. *“receiving from the Third Line Support Service, Software related Incidents which cannot be resolved by the Third Line Support Service”;*
 - b. *“identifying a “known error” following receipt of the Incident from the Third Line Support Service, where this information will be communicated to the Third Line Support Service and the appropriate Known Error Log (KEL) will be updated and the information disseminated to the Service Desk to enable the resolution of similar Incidents”;*
 - c. *“ensuring the internal [Fujitsu] Incident management systems are updated with the Incident resolution details prior to return to the Third Line Support Service together with the method of recreation of the problem”;* and
 - d. *“ensuring that any resolutions or workarounds which are returned to the Third Line Support Service have been tested (including regression testing) and have been correctly authorised in accordance with the Release Authorisation Process”.*

⁶¹ FUJ00079997 (v 1.0 dated 24 August 2006)

85. The content of the Fourth Line Service Description (SVM/SDM/SD/0005) and various changes in the scope of Fourth Line Support are addressed in more detail at paragraphs 80 to 90 of Fujitsu's Second Corporate Statement.

Service Management Service

86. The Service Management Service was first established in May 1996 as part of the Pathway Programme to monitor, manage and maintain the delivery of the Operational Services. Provision of the Service Management Service continues to the present day.

Codified Agreement (28 July 1999 to 30 December 2002)

87. Pursuant to clause 601 of the Codified Agreement, POL was entitled to monitor Fujitsu's performance of its obligations under the agreement in accordance with the procedures set out in Schedule A04, which concerned "*Contract Management*".⁶²
88. Schedule A04 provided that the objectives of Contract Management were to monitor and manage the delivery of the Operational Services and authorise actions which improved those services.⁶³ The schedule specified that Fujitsu and POL were to establish several joint boards within one month following execution of the Codified Agreement to give effect to these objectives.⁶⁴ Relevant to the Incident Management Obligations, Fujitsu and POL were to establish a Service Review

⁶² FUJ00000071, paragraph 1.1

⁶³ FUJ00000071

⁶⁴ FUJ00000071, paragraph 2.1.2

Board (which at various times has been known as the ‘Monthly Service Review Board’,⁶⁵ ‘Service Management Forum’, ‘Service Management Relationship’, ‘Service Management Review’,⁶⁶ ‘Joint Service Review Board’, or ‘Horizon Service Review Forum’) (“**Service Management Review Forum**”).⁶⁷ I understand that the Service Management Review Forum has operated throughout the Relevant Period, however the precise structure, name, attendees, frequency and functions of this forum and related review and management forums may have changed from time to time.

89. According to Schedule A04, the purpose of the Service Management Review Forum was stated as follows:

“To review performance against contracted service levels.

To agree remedies payable arising from any failures to meet service levels.

To monitor and review operations of operational business change processes.

*Such other purposes as are set out in the relevant service management schedules.”*⁶⁸

90. Schedule A04 provided that the Service Management Review Forum was to be a monthly meeting attended by (i) POL’s Head of Service Management, (ii) POL’s Meeting secretary, and (iii) Fujitsu’s Customer Service Director.⁶⁹ If remedies were

⁶⁵ Witness Statement of Liz Evans-Jones, WITN06680100, paragraph 17

⁶⁶ Service Review Book, FUJ00152281 (v 1.0 dated 15 January 2008)

⁶⁷ Service Management Service Description (CS/SER/014), FUJ00120444 (v 1.0 dated 31 December 2002)

⁶⁸ FUJ00000071

⁶⁹ FUJ00000071

to be discussed at the Service Management Review Forum, it appears POL's Horizon Commercial Manager and Fujitsu's Financial Controller were also required to attend.⁷⁰ Other members of POL and Fujitsu could attend at either party's discretion.⁷¹ According to Schedule A04, decisions of the Service Management Review Forum were only effective if approved by POL's Head of Service Management and Fujitsu's Customer Service Director.⁷²

91. Pursuant to clause 602.2 of the Codified Agreement, Fujitsu was to provide 'Management Services' as specified in 'Service Management' schedules relating to each operational service. These schedules were: Schedule E05 (Automated Payment Service ("**APS**") Service Management), Schedule F05 (EPOSS Service Management), Schedule G07 (POCL Infrastructure Service Management), Schedule H05 (OBCS Service Management), and Schedule K05 (Logistics Feeder Service ("**LFS**") Service Management) (together, the "**Service Management Schedules**").⁷³ Notwithstanding these schedules being distinct for each Operational Service, the 'Management Services' described in them were substantially similar and included the following:
- a. The objectives of service management were to "*monitor and manage the delivery*" of the operational service and "*report on the same to the Contract Steering Group defined in Schedule A04.*"

⁷⁰ FUJ00000071

⁷¹ FUJ00000071

⁷² FUJ00000071

⁷³ These schedules appear to be precursors to the 'Service Description' CCD for the Service Management Service, which was first approved under the Varied & Restated Agreements as detailed below at paragraph 95

- b. Fujitsu and POL were to “*establish an organisational structure to manage the delivery*” of the operational service in accordance with its service description.

- c. The key Fujitsu personnel responsible for service delivery were:
 - (i) the Operational Service Manager, who was to attend the Service Management Review Forum;

 - (ii) the Service Manager, who was responsible for the overall delivery of the service to POL. The Service Manager was responsible for, *inter alia*, the maintenance of Service Levels, providing monthly service reports, and briefing the Operational Services Manager in advance of the Service Management Review Forum meetings; and

 - (iii) the Service Desk Manager, who was responsible for the management of “*POCL problems and enquiries*”.⁷⁴

- d. The key POL personnel responsible for service delivery were:
 - (i) the POL Business Manager, who was responsible for the “*business which the [operational] service supports*” and who also attended the Service Management Review Forum;

⁷⁴ The exception to this was in relation to Service Management for LFS. Fujitsu's Service Desk Manager for this service was only responsible for calls relating to LFS software or infrastructure as identified in the Call Enquiry Matrix. Fujitsu's Service Desk Manager was not responsible for managing calls relating to POL procedures and the use of LFS within the branch. Where such calls were made to the Service Desk, the caller was to be advised to contact the appropriate POL helpdesk.

- (ii) the POL Liaison Manager responsible for the day-to-day liaison with Fujitsu, and was responsible for, *inter alia*, monitoring delivered service levels, receiving and analysing monthly service reports, and briefing the POL Business Manager in advance of the Service Management Review Forum meetings; and
 - (iii) in relation to the Management Services for LFS, POL was responsible for providing its own “*Helpdesk service for LFS users*”.⁷⁵
- e. Fujitsu and POL were to operate escalation procedures for issues affecting the operational service in accordance with Schedule A04 of the Codified Agreement.
- f. Fujitsu was to provide POL with a monthly Service Management Report (which at various times has been known as a ‘Service Review’, ‘Service Review Book’ or ‘Service Management Review’) (“**Service Management Report**”), which would allow POL to monitor Fujitsu’s service provision and achievement of service levels. These reports were to include (i) “*service breaks/service failures*”, and (ii) “*incidents resolved and outstanding*”, and Fujitsu was to provide POL access to “*the raw data used to generate service management reports when requested*” to allow POL to generate POL internal reports.⁷⁶ The Service Management Report was the primary input into the Service Management Review Forum and was provided to POL by the

⁷⁵ FUJ00000071

⁷⁶ FUJ00000071

Management Information Service as explained further at paragraphs 113 to 127 below.

- g. The POL Business Manager and Fujitsu's Operational Service Manager were to meet every three months (or as otherwise agreed by them) to "review Service Levels, Incidents and Problems reported in the previous period".⁷⁷ Fujitsu was to "prepare the necessary reports for discussion" at the meeting and POL was to keep a record of the meeting and distribute this to Fujitsu and the "POCL Contract Manager for review at the Contract Steering Group Meeting".⁷⁸

92. As noted above at paragraph 37, under Schedule A8 of the Codified Agreement, ICL Sorbus was listed as the subcontractor responsible for the "Operation of Horizon System Help Desk and Service Management Centre."⁷⁹ References to ICL Sorbus are removed from the Varied and Restated Agreements.

Varied and Restated Agreements (31 December 2002 to 15 August 2006)

93. Pursuant to clause 25 of the Varied and Restated Agreements, POL was entitled to monitor Fujitsu's performance of its obligations under the agreement in accordance with Schedule 4 (Governance) and Schedule 19 (Operational Services).

⁷⁷ FUJ00000071

⁷⁸ FUJ00000071

⁷⁹ FUJ00000071

94. As with Schedule 04 of the Codified Agreement, Schedule 4 of the Varied and Restated Agreements set out the various joint forums that were to be held by Fujitsu and POL to monitor and manage the Horizon contract, which included the Service Management Review Forum. Annex 1 to Schedule 4 of the Varied and Restated Agreements set out (amongst other things) the composition, role, and responsibilities of these forums. The Service Management Review Forum was to be a monthly meeting attended by (i) POL's Head of Network Support, (ii) POL's Supplier and Service Performance Manager, (iii) POL's Commercial Manager, (iv) Fujitsu's Customer Service Director, and (v) Fujitsu's Infrastructure Service Manager. Other members of POL and Fujitsu could attend as required. The annex also detailed the responsibilities of the Service Management Review Forum, which are set out below at paragraphs 210 to 215.
95. As noted above, Schedule 19 of the Varied and Restated Agreements set out the Operational Services to be performed by Fujitsu, which included the 'Service Management Service'.⁸⁰ The schedule provided the following brief description for the Service Management Service: "*The objectives of the service are to monitor, manage and maintain the delivery of the Operational Services using the Applications and to report on the same to the Service Management Forum.*"⁸¹ The corresponding CCD was the 'Service Management Service: Service Description' (with internal reference CS/SER/014) ("**Horizon Service Management**

⁸⁰ FUJ00000074

⁸¹ FUJ00000074

Description”),⁸² which is addressed in more detail in paragraphs 22 to 36 of the Second Corporate Statement.

96. Relevant to the Incident Management Obligations, the Horizon Service Management Description notes that Fujitsu would provide a “*dedicated problem manager*” in accordance with a CCD entitled ‘Interface Agreement for the Problem Management Interface’ (with internal reference CS/IFS/008) (“**Problem Management Interface Agreement**”).⁸³ This agreement provided that certain types of problems that affected Post Office branches would be excluded from the scope of Fujitsu’s problem management function, and with the exception of investigating equipment and electrical supply health and safety issues, Fujitsu would have no obligations in relation to the following:

- a) Investigating and managing the resolution of exceptional volumes of incidents experienced by individual Branches.*
- b) Investigating and gathering information on problems across Branches.*
- c) Acting as on-site Project manager for complex OBC changes to marshal resources and reduce risk.*
- d) Detailed investigation of individual complaints from branches*

⁸² FUJ00120444 (v 1.0 dated 31 December 2002)

⁸³ FUJ00079886 (v 1.0 dated 23 December 2002)

- e) *Investigation of issues where the financial integrity of the Horizon system at an individual Branch has been put in doubt by end-user claims of lost transactions, lost stock or cash account misbalance.*
- f) *Monitoring of Branches that have recently experienced multiple incidents and problems.”⁸⁴*

(together, “**Excluded Branch Obligations**”)

HNG-X Agreements (31 August 2006 to Present)

97. Pursuant to clause 3.1 of the HNG-X Agreements, Fujitsu and POL are to govern their relationship in accordance with the provisions of Schedule A2 (Relationship and Governance), which includes the ‘Service Management Relationship’. As with Annex 1 to Schedule 4 of the Varied and Restated Agreements, Annex 1 to Schedule A2 sets out the various joint forums that are to be held by Fujitsu and POL to monitor and manage the Horizon contract, including their composition, role and responsibilities. According to Annex 1, the Service Management Review Forum is to be a monthly meeting attended by (i) POL’s Head of Operations Control and/or Service Integrator,⁸⁵ and (ii) Fujitsu’s Customer Service Director. The responsibilities of the Service Management Review Forum are set out below at paragraphs 210 to 215 in this statement.

⁸⁴ FUJ00120444 (v 1.0 dated 31 December 2002); FUJ00079886 (v 1.0 dated 23 December 2002)

⁸⁵ Prior to version 9 of the HNG-X Agreement, Annex 1 to Schedule A2 provided that the POL attendee of the Service Management Review Forum was to be the Head of Operations Control only

98. As noted above, Schedule B3.1 of the HNG-X Agreements lists the Operational Services which Fujitsu is required to perform, including in row 11 the 'Service Management Service'. The schedule describes the Service Management Service as follows: "*The objectives of the Service are to monitor, manage and maintain the delivery of the Operational Services. This Service also includes: [i] The Capacity Management Service [ii] The Release management service.*"⁸⁶ Under the HNG-X Agreements, the service was expanded to include the 'Capacity Management Service' and the 'Release Management Service' (although I understand from the POA that 'Release Introduction' and 'Capacity management' were components of the Service Management Service under the Varied and Restated Agreements as set out in the Horizon Service Management Description and explained in paragraphs 23 and 26 to 32 of the Second Corporate Statement).⁸⁷
99. The 'New CCD' for the Service Management Service was identified as the 'Service Management Service: Service Description' (with internal reference SVM/SDM/SD/0007) ("**HNG-X Service Management Description**"),⁸⁸ which replaced the Horizon Service Management Description upon the "*Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)*". The content of the HNG-X Service Management Description is addressed in more detail in paragraphs 22 to 36 of the Second Corporate Statement.

⁸⁶ FUJ00000084

⁸⁷ Second Corporate Statement of Fujitsu Services Limited, FUJ00126035, paragraphs 23, 26 to 32

⁸⁸ FUJ00002025 (v 1.0 dated 24 August 2006); FUJ00002269 (v 2.0 dated 5 November 2010); FUJ00002511 (v 3.0 dated 19 September 2013); FUJ00002551 (v 4.0 dated 21 November 2013); FUJ00003151 (v 5.0 dated 30 November 2016); FUJ00003441 (v 6.0 dated 17 January 2020); FUJ00003474 (v 7.0 dated 8 November 2021); FUJ00234999 (v 8.0 dated 13 December 2023)

100. Relevant to the Incident Management Obligations, the HNG-X Service Management Description reintroduced many of the Excluded Branch Obligations so that they were again within the scope of Fujitsu's problem management function. Pursuant to paragraph 2.1.3 of the HNG-X Service Management Description, Fujitsu was to provide a "*Branch Issues Manager*" to:

" ...

- (b) investigate and manage the resolution of exceptional volumes of Incidents experienced by individual Branches;*
- (c) investigate and gather information on problems across Branches;*
- (d) to [sic] provide additional on-site support, where requested to do so by the Operational Business Change Service, for complex Operational Business Changes (relating to that Branch) to marshal resources and reduce risk;*
- (e) monitor Branches that have recently experienced multiple Incidents and problems with other Operational Services for a period agreed between Fujitsu Services and the Post Office on a case by case basis; and*
- (f) provide details to Post Office of any issues outside of Fujitsu Services control to enable Post Office to manage resolution of the Incidents."*

Systems Management Service

101. The Systems Management Service was an internal Fujitsu service provided by the Systems Management Centre (“**SMC**”). The delivery of the Systems Management Service during Legacy Horizon and HNG-X is addressed in more detail in Fujitsu’s Second Corporate Statement at paragraphs 50 to 61. Relevant to the Incident Management Obligations, the service provided events management and systems monitoring, including to monitor for indicators of software or hardware conditions that could impact the branch infrastructure, as well as the distribution of software to the branch infrastructure.⁸⁹

Codified Agreement (28 July 1999 to 30 December 2002)

102. While the Systems Management Service was not formally defined as a service in the Codified Agreement, the agreement nonetheless imposed a number of obligations on Fujitsu in relation to systems management.

103. Requirement 537 at Schedule A15 required Fujitsu to “*carry out system management of all the POCL Services in a consistent and coherent manner to ensure the following: (a) Activities within the POCL Services, including TMS, OPS, OBCS, APS and EPOSS; (b) Changes to the POCL Services can be made speedily and accurately.*”

⁸⁹ Service Description for Systems Management Service (CS/SER/008), FUJ00001734 (v 1.0 dated 18 December 2002); FUJ00002024 (v 1.0 dated 31 August 2006); FUJ00002101 (v 2.0 dated 26 August 2009); FUJ00002540 (v 3.0 dated 17 October 2013); FUJ00002573 (v 4.0 dated 16 April 2014); FUJ00003034 (v 5.0 dated 12 November 2015); FUJ00003247 (v 6.0 dated 20 July 2017)

104. The specified solution to Requirement 537 at Schedule A16 provided that:

“The Pathway strategy for System Management will comprises a set of services as follows:

Software repository – the storage and maintenance of records identifying what software versions are stored on what machines.

Software distribution – the scheduling of software upgrades to a defined set of machines.

Event management – the notification of significant events to a central source.

Asset management – the storage and maintenance of information on the existence/type of machines and associated peripherals.

Configuration management – the non-static configuration parameters that drive the applications and operating system. This includes Resource Monitoring and Network Management”.

105. As noted earlier, under Clause 201.2 of the Codified Agreement, Fujitsu was to deliver the solutions at Schedule A16 by performing the Core System Services (which were those services specified in clause 201.3).

106. The relevant Core System Services for systems management were the Operational Services pursuant to clause 405 and, specifically, the POCL Infrastructure Services, in accordance with the provisions of Schedule G01.

107. Paragraph 5 of Schedule G01 required, amongst other things, that:

- a. *“A Systems Management function shall be deployed [by Fujitsu] based on a central service delivery capability, able to interact with each of the Outlets”.*
- b. *Fujitsu “shall carry out system management of all POCL Services in a consistent and coherent manner. The activities within each POCL Service shall be co-ordinated such that, for example, changes and faults can be tracked across POCL Service boundaries. [R537]”*
- c. *“System Management facilities shall include, without limitation: [s537]*

Software repository – the storage and maintenance of records identifying what software versions are stored on what machines;

Software distribution – the scheduling of software upgrades to a defined set of machines;

Event management – the notification of significant Events to a central source;

Asset management – the storage and maintenance of information on the existence and type of machines and associated peripherals;

Configuration Management – the non-static configuration parameters that drive the Applications and operating systems”.

Varied and Restated Agreements (31 December 2002 to 15 August 2006)

108. As noted above, clause 1 of the Varied and Restated Agreements provided that Fujitsu was required to perform the Operational Services, “*in accordance with all applicable provisions thereof*”.
109. The Systems Management Service was formally defined at Table A of Schedule 1 of the Varied and Restated Agreements. The ‘Systems Management Service’ was described as “*Event management and software distribution services.*” The corresponding CCD was given as the ‘Service Description for Systems Management Service’ (with internal reference CS/SER/008) (the “**Horizon Systems Management Service Description**”).⁹⁰ This service description and its contents were referred to in the Second Corporate Statement at paragraphs 50 and 51, however, the service is noted to have included “[m]onitoring of events in the Branch infrastructure and data centre estate. Events are the indications of conditions that have operational significance. They include software, hardware or security conditions that may require investigation and also include occurrences of events such as low battery in PIN Pads...”

HNG-X Agreements (31 August 2006 to Present)

110. In relation to the HNG-X Agreements, Schedule 1, read with Table A of Schedule B3.1, described the Systems Management Service as providing “*Event management and software distribution services.*” Schedule B3.1 identified the

⁹⁰ FUJ00001734 (v 1.0 dated 18 December 2002)

‘New CCD’ for the Systems Management Service as the ‘Systems Management Service: Service Description’ (with internal reference SVM/SDM/SD/0006) (the “**HNG-X Systems Management Service Description**”) which replaced the Horizon Systems Management Service Description (CS/SER/008) upon the “*Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)*”.⁹¹

111. The first version of the HNG-X Systems Management Service Description (SVM/SDM/SD/0006) dated 31 August 2006⁹² provided at paragraph 1.1 that the Systems Management Service would comprise:

- a. “*an event management service*”;
- b. “*a systems monitoring service*”; and
- c. “*a software distribution service*”.

112. Further detail regarding the content of the HNG-X Systems Management Service Description (with internal reference SVM/SDM/SD/0006) and the delivery of the Systems Management Service during the HNG-X period is addressed at paragraphs 56 to 61 of the Second Corporate Statement, and (similarly to the period of the Varied and Restated Agreements) included at section 2.1.1 “*event and systems monitoring of both the Branch Infrastructure and HNG-X Central*

⁹¹ FUJ00002024 (v 1.0 dated 31 August 2006); FUJ00002101 (v 2.0 dated 26 August 2009); FUJ00002540 (v 3.0 dated 17 October 2013); FUJ00002573 (v 4.0 dated 16 April 2014); FUJ00003034 (v 5.0 dated 12 November 2015); FUJ00003247 (v 6.0 dated 20 July 2017); FUJ00232747 (v 7.0 dated 28 September 2021); FUJ00234998 (v 8.0 dated 14 March 2024)

⁹² FUJ00002024

Infrastructure. Events are the indications of conditions that have operational significance to either the Branch Infrastructure or the HNG-X Central Infrastructure. They include Software, Hardware or security conditions that may require investigation and also include occurrences of particular, repeated events, for example, a low battery in PIN Pads.”

Management Information Service

113. The available documentation suggests that the Management Information Service was first established during the Pathway Programme in or around 1997.⁹³ The Management Information Service continued under the various phases of the Horizon contract described above and continues to be provided to the present day. The primary purpose of the Management Information Service is to deliver performance reporting and management information to POL relating to Horizon and the Operational Services. This reporting and management information includes the Service Management Reports considered at Service Management Review Forum meetings as required by the CCDs relating to the Service Management Service (noted at paragraphs 86 to 100 above).

Codified Agreement (28 July 1999 to 30 December 2002)

114. Pursuant to clause 201.2 of the Codified Agreement, Fujitsu was responsible (subject to certain qualifications) for meeting the Requirements specified in Schedule A15 in accordance with the Solutions specified in Schedule A16 by

⁹³ Integration Testing Business Thread BIT02 for release 1c (VI/TSC/0009), FUJ00232415 (v 1.0 dated 1 July 1997)

performing the Core System Services (i.e., those services specified in clause 201.3, as described above). The relevant Core System Services were the Operational Services pursuant to clause 405 of the Codified Agreement.

115. Under Schedule A01 of the Codified Agreement, 'MIS' is defined as "*Management Information Systems*". As set out in Schedule A15, the relevant Requirement for MIS was Requirement 894, pursuant to which Fujitsu and POL were to "*agree the arrangements for MIS reports and POCL control mechanisms*". Schedule A16 recorded the Solution to Requirement 894 as being that MIS would "*capture the data necessary to facilitate effective contract and service management. It will employ exception reporting for business performance and monitoring reviews*".
116. Paragraph 6 of Schedule E01 stated that, to satisfy Requirement 894, Fujitsu was to "*provide management information with reference to service performance*", the details of which were to be defined in the POCL MIS Reports document, as introduced by CCN 0016.⁹⁴
117. Service reporting obligations were also set out in relation to the Operational Services in the Service Management Schedules. Relevantly, Fujitsu was required to provide POL with the monthly Service Management Reports as explained at paragraph 91 in this statement.
118. Version 1.0 of process document 'MIS Report Production and Scheduling' (with internal reference CS/PRO/031) dated 21 October 1997⁹⁵ detailed the production

⁹⁴ CCN 0016, FUJ00232414, raised on 28 October 1996

⁹⁵ FUJ00232426

and scheduling of reports, including for change requests, problem reporting, and ad-hoc queries, to “*meet the requirements of MIS*”. Related document ‘MIS Report Despatch Procedure’ (with internal reference CS/PRO/030) dated 21 October 1997 outlined the procedure for the production and distribution of MIS Reports, including compact disk logs and problem reports.⁹⁶

Varied and Restated Agreements (31 December 2002 to 15 August 2006)

119. As above, under clause 1 of the Varied and Restated Agreements, Fujitsu was required to perform the Operational Services, “*in accordance with all applicable provisions thereof*”. Schedule 19 set out the Operational Services to be performed by Fujitsu, including (but not limited to) the ‘Management Information Service’, defined as providing “*a mechanism for the reporting and publishing of Fujitsu Services’ achievement of Service Levels and targets*”, “*data for the settlement of liquidated damages*”, and “*a vehicle for the request of information regarding data captured on the Horizon Service Infrastructure.*”
120. The corresponding CCD was the ‘Management Information Service: Service Description’ (with internal reference CS/SER/015) (the “**Horizon MIS Service Description**”).⁹⁷ Each version of the MIS Service Description required Fujitsu to deliver to POL a Service Management Report (then known as a Service Review Book), for “*the primary input into the Service Management Forum reporting on performance against [Service Level Targets]*”. The Service Review Book included

⁹⁶ FUJ00232469

⁹⁷ FUJ00120479 (v 1.0 dated 20 December 2002); FUJ00001910 (v 2.0 dated 18 November 2004); FUJ00001965 (v 3.0 dated 8 July 2005)

(amongst other things) a management summary (containing highlights of the previous month's service delivery); a high-level review of each of the supplied services; service volumetric data available (including the number of calls received by the Service Desk Service); a high-level review of problem management and problem status; and Engineer Services failures attracting remedies (section 3.1 of each version). The Service Review Book also contained Service Level Agreements ("**SLA**") information, including the level of SLA achievement for various services.

121. The Horizon MIS Service Description further described the purpose of the Management Information Service as being to deliver to POL Network Banking management information in accordance with the Operational Services through Network Banking MIS Reports (with reference to 'Network Banking MIS Reports Design' (with internal reference NB/SDS/008), the "**MIS Reporting Design**").⁹⁸ Such management information is stated to have included, but was not limited to:
- a. A monthly MIS Money Laundering Report "*listing, by Branch, the cash deposit Banking Transactions that exceeded the configurable threshold specified in the above CCD [the MIS Reporting Design], together with a Post Office Branch summary giving the number and value of such Banking Transactions.*"
 - b. A weekly MIS Transaction Outcome Analysis by Branch Report detailing the number and value of Banking Transactions for the previous accounting week.

⁹⁸ FUJ00232502 (v 2.0 dated 12 July 2002); FUJ00232557 (v 3.0 dated 13 December 2004)

- c. A weekly MIS Bank Analysis Report detailing harvested Banking Transactions as specified in the MIS Reporting Design. Under Section 4 of Annex 3 to Schedule 15: Part A of the Varied and Restated Agreements, Fujitsu was obliged to pay liquidated damages to POL if Fujitsu did not provide the MIS Bank Analysis Report once a week (or at such later time as specified) to POL. Such liquidated damages were calculated as equalling: (number of Transactions on report in question/1,000,000) x (number of working days report is late x £55).
122. Under the Horizon MIS Service Description, Fujitsu was also required to deliver to POL: management information regarding OBCS and APS transactions (section 3.2 of each version); Miscellaneous Data Query Requests at POL's request (section 3.3 of each version); and information leading to the settlement of liquidated damages (where applicable) (section 3.4 of each version). The calculation of liquidated damages is further outlined in paragraphs 224 to 262.

HNG-X Agreements (31 August 2006 to Present)

123. In relation to the HNG-X Agreements, paragraph 2 of Schedule B3.1 set out the Operational Services to be performed by Fujitsu, including the 'Management Information Service' at row 10. Following the description in the Varied and Restated Agreements, the Management Information Service is described in the HNG-X Agreements as providing "*a mechanism for the reporting and publishing of Fujitsu Services' achievement of Service Levels and Service Level Targets*", "*data*

for the settlement of liquidated damages”, and “a vehicle for the request of information regarding data captured on the HNG-X Service Infrastructure.”

124. Replacing the Horizon MIS Service Description (with internal reference CS/SER/015), the ‘New CCD’ was identified as ‘Management Information Service: Service Description’ (with internal reference SVM/SDM/SD/0016) (the “**HNG-X MIS Service Description**”), which came into effect upon the “*Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)*”.⁹⁹ The HNG-X MIS Service Description (with internal reference SVM/SDM/SD/0016), like the Horizon MIS Service Description (with internal reference CS/SER/015), required Fujitsu to deliver to POL the Service Review Book, described as “*the primary input into the Service Management Relationship*” (paragraph 2.1.1 of each version). The Service Review Book, as before, included (amongst other things) a management summary (containing highlights of the previous month’s service delivery); a summary review of the Operational Services delivered; a summary of problem management and cross domain problem status; and monthly Service Level Threshold achievements. From at least November 2013, the content of the Service Review Books was amended so that, amongst other things, the management summary was “*delivered to [POL] as separate documents or presentations at an agreed time each month.*” However, Service Management Reports identified by Fujitsu to date and disclosed to the Inquiry indicate that this practice began around the end of 2010.

⁹⁹ FUJ00120480 (v 1.0 dated 31 August 2006; FUJ00002061 (v 2.0 dated 20 February 2008); FUJ00232617 (v 3.0 dated 9 February 2010); FUJ00002276 (v 4.0 dated 24 November 2010); FUJ00002546 (v 5.0 dated 5 November 2013); FUJ00232821 (v 6.0 dated 7 January 2022)

125. According to version 1.0 of the HNG-X MIS Service Description dated 31 August 2008,¹⁰⁰ the Management Information Service consisted of six other component services, including the delivery and/or provision of, amongst other things, supporting information in relation to liquidated damages; management information in relation to Banking and Related Services data; management information in relation to APS; management information in relation to Miscellaneous Data Queries; and the Service Management Portal for access to real time updates of Service performance and Service Level Target measurement. Reference to the provision of management information related to APS was removed by version 4.0, dated 24 November 2010,¹⁰¹ and reference to the provision of Banking and Related Services data to POL was further removed by version 5.0, dated 5 November 2013.¹⁰²
126. As under the Varied and Restated Agreements, Fujitsu was obliged to pay liquidated damages to POL if Fujitsu did not provide the MIS Bank Analysis Report once a week (or such later time as specified) to POL under Section 4 of Annex 3 to Schedule B4.4. Such liquidated damages were calculated as equalling: (number of Transactions on report in question/1,000,000) x (number of working days report is late x £69.79). Reference to the MIS Bank Analysis Report was removed in version 3.0 of the HNG-X MIS Service Description dated 9 February 2010.¹⁰³

¹⁰⁰ FUJ00120480

¹⁰¹ FUJ00002276

¹⁰² FUJ00002546

¹⁰³ FUJ00232617

Schedule B4.4 was removed from version 14.0 of the HNG-X Agreements onward by CCN 1648b.¹⁰⁴

127. Table A of Schedule B3.1 of the HNG-X Agreements further specified that the Transaction Benchmarking Service was to be included within the Management Information Service. Each version of the HNG-X MIS Service Description noted that the Management Information Service was responsible for the provision of the Transaction Time Benchmarking Service, with a summary of set out in Annex A: “[t]he Transaction Benchmarking Service provides a measure of transaction time performance for an agreed set of transactions which may be varied at any time subject to the Change Control Procedure and agreement between [POL] and [Fujitsu]”. The previous corresponding CCD for the Transaction Benchmarking Service under the Varied and Restated Agreements, ‘Transaction Benchmarking Service: Service Description’ (with internal reference CS/SER/010),¹⁰⁵ was replaced by ‘Transaction Time Benchmarking Process’ (with internal reference SVM/SDM/PRO/0017), which outlined the relevant transactions and process for performance measurement.¹⁰⁶

Reconciliation Service

128. Under the Reconciliation Service, Fujitsu provided end-to-end reconciliation and incident management procedures required to investigate, report and resolve reconciliation and Business Incidents throughout the Relevant Period. The

¹⁰⁴ CCN No. 1648b raised 22 January 2021, FUJ00234945

¹⁰⁵ FUJ00232526 (v 1.0 dated 31 December 2002); FUJ00232541 (v 2.0 dated 2 July 2004)

¹⁰⁶ FUJ00232610 (v 1.0 dated 17 July 2009)

Reconciliation Service was introduced under the Codified Agreement (though as set out in paragraph 63 of the Second Corporate Statement, Fujitsu's Business Support Unit ("BSU") was responsible for generating various reconciliation reports since at least November 1998), and the service continued under the various versions of the Horizon contract described above.

Codified Agreement (28 July 1999 to 30 December 2002)

129. The provision of a Reconciliation Service was listed as Requirement 891 in Schedule A15 of the Codified Agreement and was described as "[Fujitsu's obligation to] *ensure that all captured data are complete and accurately reflected in the appropriate outward interfaces*". The corresponding section of Schedule A16 contained Fujitsu's Solution to Requirement 891, and stated, amongst other things, that Fujitsu was required to:

- a. *"ensure that all captured data (that is inward data across service interfaces) is complete, and accurately reflected in the appropriate outward interfaces"* (paragraph 1.1).
- b. *"report reconciliation results to POCL, including any reconciliation exceptions. Reconciliation Exceptions will be held in a Reconciliation Exception Database (RED) and the progress to resolution of each outstanding exception will be reported to POCL"* (paragraph 1.5).
- c. *"control the implementation of configuration changes, including changes to reference data"*, including *"maintaining the integrity of other reconciliation*

processes against configuration changes" (paragraph 1.7a, Reference 891, Schedule A16).

d. *"meet all reconciliation requirements in contingency situations as well as normal working"* (paragraph 1.7b, Reference 891, Schedule A16).

e. *"The reconciliation of stock and money for transactions will be, in effect, instantaneous, with a record of the levels of stock and money within a stock unit being maintained as the transaction is committed"* (paragraph 2.3).

130. In addition to the above, Fujitsu's Solution to Requirement 891 stipulated that the targets for the Reconciliation Service would be as follows (paragraph 1.8, Schedule A16):

a. *"full reconciliation with 100% of items accounted for"*;

b. *"provision of reconciliation reports identifying reconciliation totals at summary level and RED reports for reconciliation exceptions at detailed levels, for example at transaction level for transaction data"*. Such reports would be provided to POL *"by 9 am of the day following that in which the reconciliation exception occurred"*.

c. *"[Fujitsu] will resolve any reconciliation exceptions produced by its reconciliation processes"* and would use all reasonable endeavours to do so promptly.

131. The relevant CCD to the Reconciliation Service under the Codified Agreement in this regard was version 1.0 of the Transaction Processing Services ("**TPS**") Reconciliation & Incident Management Procedure (with internal reference CS/PRO/111) dated 16 October 2000. This document described the procedures required to "*investigate, report and resolve TPS reconciliation and business incidents*"¹⁰⁷ and set out the "*procedures to be adopted by the [MSU], for dealing with Business Incidents relating to the TPS Report Set errors and PON generated Business Incidents. This includes reconciling the data contained in the TPS Report Set and raising Horizon System Help Desk (HSH) Business Incidents, Business Incident Management System (BIMS) Reports and Manual Error Reports (MER) where necessary*".¹⁰⁸
132. Business Incidents were defined in the TPS Reconciliation & Incident Management Procedure as those which "*Relate to the 'Symptom' of an underlying cause – e.g. the effect of the system fault on the resulting reconciliation or settlement information sent to [POL]*", and were reported to the Post Office through the Business Incident Management Service ("**BIMS**")¹⁰⁹. System Incidents were defined as those which "*relate[d] to the underlying 'Cause'*" and would be routed to the appropriate group within Fujitsu to investigate and resolve¹¹⁰.
133. According to paragraph 3.5.4 of the TPS Reconciliation & Incident Management Procedure, Fujitsu would also "*monitor 'trigger points', for example HSH calls and*

¹⁰⁷ FUJ00079822

¹⁰⁸ FUJ00079822

¹⁰⁹ FUJ00001726 (v 4.0 dated 19 December 2002)

¹¹⁰ FUJ00001726 (v 4.0 dated 19 December 2002)

*the TPS Report Set, which can alert of any likely potential or actual 'widespread' errors which are those Data Errors or Not Data Errors affecting Cash Accounts in a Cash Account Period at more than 100 outlets"*¹¹¹.

Varied and Restated Agreements (31 December 2002 to 15 August 2006)

134. As noted above, Fujitsu was required under clause 1 of the Varied and Restated Agreements to perform the Operational Services, "*in accordance with all applicable provisions thereof*". Schedule 19 set out the Operational Services that were to be performed by Fujitsu, which included the 'Reconciliation Service' throughout the period of the Varied and Restated Agreements. This service was defined as the provision of "*end-to-end reconciliation and incident management procedures required to investigate, report and resolve reconciliation and business incidents*". The corresponding CCDs were as follows:

- a. Network Banking Reconciliation & Incident Management (with internal reference NB/PRO/002)¹¹², TPS Reconciliation & Incident Management (with internal reference CS/PRO/111)¹¹³, and APS Reconciliation & Incident Management (with internal reference CS/PRO/128)¹¹⁴. These documents described the management procedures for investigating, reporting and resolving reconciliation and business incidents in respect of Network

¹¹¹ FUJ00001726 (v 4.0 dated 19 December 2002)

¹¹² FUJ00120467 (v 2.0 dated 22 January 2002); FUJ00001625 (v 3.0 dated 10 May 2002); FUJ00120468 (v 5.0 dated 19 December 2002); FUJ00001970 (v 6.0 dated 17 October 2005)

¹¹³ FUJ00001627 (v 2.0 dated 30 April 2002); FUJ00001726 (v 4.0 dated 19 December 2002); FUJ00001967 (v 5.0 dated 17 October 2005)

¹¹⁴ FUJ00001567 (v 1.0 dated 2 July 2001); FUJ00079885 (v 3.0 dated 19 December 2002); FUJ00001968 (v 4.0 dated 17 October 2005)

Banking, APS and TPS. They also set out the reconciliation reports that Fujitsu was required to run on a daily or weekly basis for the relevant system functionality. Within these reconciliation reports, Fujitsu was to identify errors which constituted Business Incidents and System Incidents, defined as so under the Codified Agreement (see paragraph 132) above.

- b. Data Errors & Not Data Errors – Contractual Definitions (CS/SER/017)¹¹⁵ and Network Banking Data Reconciliation Services (CS/SER/018)¹¹⁶, containing contractual definitions in relation to the Reconciliation Services.

135. According to Version 2.0 of the TPS Reconciliation & Incident Management CCD (with internal reference CS/PRO/111) dated 30 April 2002, Fujitsu was required to “monitor *“trigger points”* which may alert Widespread Errors (defined as *“those Data Errors or Not Data Errors affecting Cash Accounts in a Cash Account Period at more than 100 outlets”*), in the same manner as set out in Version 1.0 of this document, which was in place under the Codified Agreement as described in paragraphs 129 to 133 above. The procedure to be followed by Fujitsu in relation to Widespread Errors was set out in Version 2.0 as follows:¹¹⁷

- a. Upon discovery of Widespread Errors, Fujitsu would *“immediately notify the [POL] Business Continuity Manager”* that it has discovered the Widespread Error and *“the action [Fujitsu] has taken or proposes should be taken... Upon*

¹¹⁵ FUJ00001738 (v 1.0 dated 20 December 2002)

¹¹⁶ FUJ00001921 (v 2.0 dated 11 January 2005); FUJ00001969 (v 3.0 dated 17 October 2005)

¹¹⁷ TPS Reconciliation & Incident Management (CS/PRO/111), FUJ00001627 (v 2.0 dated 30 April 2002)

giving such notice the provisions of this document (other than this section 4.5.4) shall cease to apply in respect of those Widespread Errors”.

- b. Fujitsu would notify branches which have not committed electronic Cash accounts and which may be affected by Widespread Errors *“by telephone that they should not attempt to irrevocably commit Cash Accounts until further notice from Fujitsu”*. Fujitsu would inform POL of all electronic Cash Accounts not transmitted as a result of the Widespread Error.
 - c. Fujitsu would use all reasonable endeavours *“to ensure that all electronic Cash Accounts not transmitted...as a result of Widespread Errors will subsequently be transmitted to [POL], without correction...in order that they will agree with the signed paper Cash Account produced in the outlet”*.
 - d. *“Where Widespread Errors have resulted in a reconciliation error within the Cash Account [Fujitsu] will not correct any Cash Account records if this would result in an electronic Cash Account being received by [POL] which differs from the signed paper Cash Account produced in the outlet”*.
 - e. Fujitsu and POL would seek to agree *“reasonable additional or alternative action by [Fujitsu]...which is appropriate for the type of Widespread Errors discovered and the number of Outlet Cash Accounts affected by them”*.
136. As noted in paragraph 68 of the Second Corporate Statement, ‘Network Banking Reconciliation and Incident Management Procedures’ was amended in May 2005 to capture all ‘On Line Services’. At the time, these services included banking

transactions, debit and credit card transactions and electronic top-up transactions.¹¹⁸

137. Version 5.0 of the TPS Reconciliation & Incident Management procedure dated 17 October 2005 appears to have contained updates in respect of Release S80, “*i.e. the removal of the cash account*”. References to Widespread Errors appear to have been removed from the CCD from this point.

HNG-X Agreements (31 August 2006 to Present)

138. Table A of Schedule B3.1 to the HNG-X Agreements sets out the Operational Services which Fujitsu was required to perform, including in row 12 the ‘Reconciliation Service’. As with the Varied and Restated Agreements, this is described as providing “*end-to-end reconciliation and incident management procedures required to investigate, report and resolve reconciliation and business incidents*”.
139. The ‘New CCD’ for the Reconciliation Service was identified in the HNG-X Agreements as the ‘Reconciliation Service: Service Description’ (with internal reference SVM/SDM/SD/0015) (the “**HNG-X Reconciliation Service Description**”),¹¹⁹ which replaced the CCDs set out at paragraphs 134 to 137 above in place under the Varied and Restated Agreements, when it came into

¹¹⁸ On Line Services Reconciliation & Incident Management (NB/PRO/002n), FUJ00120469 (v 6.0 dated 17 October 2005)

¹¹⁹ FUJ00079994 (v 1.0 dated 31 August 2006); FUJ00080073 (v 2.0 dated 14 July 2009); FUJ00080196 (v 3.0 dated 1 December 2010); FUJ00080254 (v 4.0 dated 3 December 2013); FUJ00003440 (v 5.0 dated 3 December 2019); FUJ00003449 (v 6.0 dated 3 June 2020); FUJ00232852 (v 7.0 dated 7 June 2022); FUJ00235002 (v 8.0 dated 12 February 2024)

effect upon the “*Commencement of HNG-X Project Workstream X4 (HNG-X Application Rollout)*”. According to this CCD, the Reconciliation Service was provided to “*ensure financial integrity across all Transactions processed*” through the system. It appears that this Service Description incorporated the specific reconciliation and reporting requirements in respect of TPS, APS and Banking & Related Services, previously set out in the dedicated CCDs in place under the Varied and Restated Agreements.

140. I understand from Fujitsu’s Post Office Account team (the “**POA**”) that amendments to the Reconciliation Service were agreed in commercial discussions between POL and Fujitsu in 2016. CCN 1747, which gained final approval on 25 January 2024, removes requirements relating to (i) Branch Reconciliation, “*which had not been applicable since HNG-X Final Acceptance, after which all Transactions are performed directly into the Data Centres and no Transaction data is stored in Branches to be reconciled with Data Centre data*”, (ii) the provision of Manual Error Reports (“**MERs**”) with details of applicable liquidated damages, and (iii) the responsibilities of the Service Desk Service, “*which expired in June 2014*”.¹²⁰

SUMMARY OF MEASURES RELATING TO INCIDENT MANAGEMENT

141. As noted in paragraph 7 of this statement, as part of the Request, the Inquiry has asked Fujitsu to provide a summary of the measures put in place to address the

¹²⁰ CCN 1747, FUJ00234946, dated 25 September 2023; Email from D. Harvey to C. Dunford, FUJ00232672, dated 15 November 2017; Email from M. Cornell to C. Dunford, FUJ00232671, dated 22 December 2016

Incident Management Obligations during the Relevant Period, including any changes that have been made since 17 December 2019. The Incident Management Obligations were primarily addressed through the provision of the Operational Services set out above. These Operational Services were, in turn, governed by various policies, processes and procedures. A summary of the services relating to the Incident Management Obligations and the policies, processes and procedures that governed their operation during the Relevant Period is set out below. In each section, as requested by the Inquiry, reference is made to relevant sections of the Previous Corporate Statements where appropriate. At the Appendix to this statement, Fujitsu has prepared a table setting out the policies, processes and procedures it has identified as applying to these services during the Relevant Period.

142. It has been explained to me that there was an overlap in the policies, processes and procedures relating to the Incident Management Obligations under the Codified and Varied and Restated Agreements. For this reason, the summaries set out below are broadly divided into the policies, processes and procedures relating to the Incident Management under (i) the Codified and Varied and Restated Agreements, and (ii) the HNG-X Agreements.
143. I also understand that in August 2021, Steve Browell (Chief Information Security Officer, Fujitsu POA) created a 'POA Improvements Log', which was an internal working note that he maintained to assist him to track changes being made to service delivery across several areas. The most recent version of this log, version

0.14, has fed into the summaries below.¹²¹ Version 0.11 of the POA Improvements Log has also been disclosed to the Inquiry previously.¹²² Other changes made to the POA are described in the 'POA Improvements List',¹²³ which was a separate internal working document created and maintained by Mr Browell to assist him in facilitating discussions between individuals and teams implementing changes being made to service delivery. The first version was created on 20 July 2021 and all available versions of the POA Improvements List are appended to this corporate statement.¹²⁴

Codified and Varied and Restated Agreements

Operational Services

144. During the Codified Agreement and Varied and Restated Agreements, Fujitsu's provision of relevant Operational Services were delivered via four lines of support, which was to be carried out in accordance with (i) the Customer Service Policy Manual (with internal reference CS/QMS/001),¹²⁵ (ii) Customer Service Process Manual (with internal reference CS/QMS/002),¹²⁶ (iii) Incident Management Process (with internal reference CS/PRD/074),¹²⁷ and (iv) related operations

¹²¹ FUJ00235019, dated 9 May 2024

¹²² FUJ00232995, dated 4 September 2023

¹²³ FUJ00232804 (v 1.2 dated 5 January 2022)

¹²⁴ Exhibit numbers 211 to 240

¹²⁵ FUJ00079855 (v 1.0 dated 26 January 2001); FUJ00079974 (v 2.0 dated 14 September 2005)

¹²⁶ FUJ00079866 (v 1.0 dated 16 August 2001)

¹²⁷ FUJ00079865 (v 1.0 dated 13 November 2000); FUJ00079937 (v 2.0 dated 20 January 2005); FUJ00079939 (v 3.0 dated 23 March 2005); FUJ00079968 (v 4.0 dated 2 August 2005)

manuals¹²⁸ and process documents.¹²⁹ According to these documents, the following Operational Services were primarily concerned with the Incident Management Obligations:

- a. First line support, which included the (i) Service Desk Service delivered by the Service Desk,¹³⁰ and (ii) Systems Management Service delivered by the SMC;¹³¹
- b. Second line support, which was delivered by the (i) SMC, (ii) Service Desk, and (iii) SSC;
- c. Third line support, which was provided by the Third Line Support Service delivered predominantly by the SSC,¹³² who were (i) primarily responsible for diagnosing BEDs and potential network and other system failures, and (ii) held Privileged Access rights to, *inter alia*, remedy errors in transaction data and branch accounts;
- d. Fourth line support, which was provided by the Application Support Service¹³³ delivered by Fujitsu's Application Division teams (and later some

¹²⁸ CS Support Services Operations Manual (CS/QMS/004), FUJ00232449 (v 1.0 dated 7 November 2000); FUJ00120446 (v 2.0 dated 29 January 2001); Operations Manual for the Customer Service Directorate (CS/QMS/007), FUJ00079875 (v 1.0 dated 26 November 2001); FUJ00079888 (v 2.0 dated 1 May 2002)

¹²⁹ See, for example, End to End Support Process, Operational Level Agreement (CS/FSP/006), FUJ00119994 (v 1.0 dated 10 October 1999); FUJ00079897 (v 2.0 dated 17 June 2003)

¹³⁰ Horizon Systems Helpdesk: Service Description Service (CS/SER/002), FUJ00080428 (v 1.0 dated 20 December 2002)

¹³¹ Service Description for Systems Management Service (CS/SER/008), FUJ00120452 (v 1.0 dated 18 December 2002)

¹³² Service Description for Third Line Software Support Service (CS/SER/009), FUJ00120470 (v 1.0 dated 19 December 2002)

¹³³ End to End Support Process, Operational Level Agreement (CS/FSP/006), FUJ00119994 (v 1.0 dated 10 October 1999). As explained above, while Fourth Line Support was classified as a 'Development Service'

overseas based teams), who were responsible for producing software fixes for BEDs;

- e. Engineering Service, which was delivered by support engineers, who were Fujitsu employees or third-party subcontractors appointed by Fujitsu (“**Support Engineers**”);¹³⁴
- f. Reconciliation Service, which was delivered by the Management Support Unit (“**MSU**”) and BSU and concerned with identifying, responding to, and reporting on reconciliation issues relating to (i) TPS,¹³⁵ (ii) Network Banking,¹³⁶ (iii) APS,¹³⁷ and/or (iv) errors relating to the cash account or Transaction Management Service (“**TMS**”);¹³⁸ and
- g. Data Centre Operations Service, which was responsible for delivering all data centre operations, including (i) agents, services and databases used to

in the Codified Agreement and Varied and Restated Agreements, it is convenient to deal with it under the heading Operational Services, together with the other relevant services.

¹³⁴ Engineer Service (CS/SER/005), FUJ00001732 (v 1.0 dated 19 December 2002); FUJ00001802 (v 2.0 dated 15 May 2003)

¹³⁵ TPS Reconciliation & Incident Management (CS/PRO/111), FUJ00079822 (v 1.0 dated 16 October 2000; FUJ00079881 (v 2.0 dated 30 April 2002); FUJ00079884 (v 4.0 dated 19 December 2002); FUJ00079976 (v 5.0 dated 17 October 2005)

¹³⁶ Network Banking Reconciliation & Incident Management (NB/PRO/002), FUJ00120466 (v 1.0 dated 19 December 2001); FUJ00120467 (v 2.0 dated 22 January 2002); FUJ00001625 (v 3.0 dated 10 May 2002), FUJ00120468 (v 5.0 dated 19 December 2002); FUJ00120469 (v 6.0 dated 17 October 2005); Network Banking Data Reconciliation Services (CS/SER/018), FUJ00001739 (v 1.0 dated 20 December 2002); FUJ00001921 (v 2.0 dated 11 January 2005); FUJ00001969 (v 3.0 dated 17 October 2005)

¹³⁷ APS Reconciliation & Incident Management (CS/PRO/128), FUJ00001567 (v 1.0 dated 2 July 2001); FUJ00079885 (v 3.0 dated 19 December 2002); FUJ00001968 (v 4.0 dated 17 October 2005)

¹³⁸ Data Errors & Not Data Errors - Contractual Definitions (CS/SER/017), FUJ00001738 (v 1.0 dated 20 December 2002)

manage and support the Horizon infrastructure for branches, and (ii) assisting the Service Desk in resolving network faults.¹³⁹

145. The services listed above utilised several software applications and/or databases to provide services relating to the Incident Management Obligations including (i) PowerHelp, (ii) PinICL, (iii) Peak,¹⁴⁰ (iv) Known Error Log (“**KEL**”) (now known as Knowledge Base Articles (“**KBAs**”), (v) BIMS, and (vi) the Horizon Information Centre (“**HORice**”).¹⁴¹
146. Details regarding PinICL, Peak, KEL and BIMS are set out in (i) paragraphs 15 and 73 to 75 of the Second Corporate Statement, and (ii) Fujitsu’s submissions to the Inquiry dated 13 September 2022.
147. Relevant to the Incident Management Obligations, BIMS was used by Fujitsu and POL to report the progress to resolution of ‘Business Incidents’ (as noted at paragraph 132 above), which generally concerned reconciliation errors (e.g., incomplete or incorrect transactions) requiring investigation.¹⁴² Reconciliation errors could be caused by system faults (e.g., software bugs, system crashes or network issues) that could then affect transactions. Where such reconciliation

¹³⁹ Service Description for Data Centre Operations Service (CS/SER/007), FUJ00001733 (v 1.0 dated 20 December 2002); FUJ00001925 (v 2.0 dated 8 February 2005)

¹⁴⁰ Peak Administration Guide (DEV/APP/SPG/2144) FUJ00080231 (v 1.0 dated 3 April 2013); Peak User Guide (CS/MAN/011), FUJ00079926 (v 1.0 dated 8 October 2004); FUJ00080204 (v 2.0 dated 29 June 2011); FUJ00080332 (v 3.0 dated 18 April 2016); ICL Pathway Development Directorate Incident/ Defect Management (DE/PRO/015), FUJ00079823 (v 1.0 dated 25 October 2000); POA Systems Integration Directorate Incident/Defect Management Procedure (DE/PRO/015), FUJ00079902 (v 2.0 dated 5 September 2003)

¹⁴¹ HNGA Robustness (Service Delivery Metrics) Report, FUJ00232717 (v 1.0 dated 12 March 2021)

¹⁴² Reconciliation and Incident Management - Joint Working Document (SVM/SDM/PRO/0012), FUJ00232586 (v1.0 dated 20 April 2007); FUJ00080215 (v 2.0 dated 14 June 2011); FUJ00080224 (v 3.0 dated 30 April 2012); FUJ00234980 (v 4.0 dated 24 June 2020); FUJ00243146 (v 5.0 dated 14 June 2024)

errors were identified, a BIMS report would be raised by relevant teams in Fujitsu and/or POL, and these reports would provide corrective information to assist POL in the reconciliation or settlement process within POL's domain. BIMS reports provided information in relation to the resolution of the reconciliation error rather than its underlying cause (e.g., reporting on how to fix the reconciliation issue rather than the software bug that had caused it). Information regarding the cause of the reconciliation error was supplied via the Problem Management Process if the issue had been escalated.

148. I understand from the POA that Fujitsu developed HORIce in around January 2012 to enable the SSC to view and collate more detailed information from various databases on how the HNG-X systems are operating, including the Branch Support Database.
149. In addition to paragraphs 33 to 140 above, further details regarding the nature and scope of the relevant Operational Services are set out in the following sections of Fujitsu's Second Corporate Statement:

Section of Second Corporate Statement	Paragraphs
Background to Support Services and Incident Management	11–21
Service Desk Service	37–49
Systems Management Service	50–61
Reconciliation Service	62–75
Third Line Support Service	76–79
Application Support Service (Fourth Line Support)	80–90

Section of Second Corporate Statement	Paragraphs
Engineering Service	91–96

150. As noted in the Second Corporate Statement and in paragraphs 86 to 100 above, the primary aims of the Service Management Service were to monitor, manage, maintain and report on the delivery of operational services. As with the Operational Services, the policies and processes relating to the Service Management Service were to be carried out in accordance with the Customer Service Policy Manual (with internal reference CS/QMS/001),¹⁴³ Customer Service Process Manual (with internal reference CS/QMS/002)¹⁴⁴ and related operations manuals.¹⁴⁵
151. Relevant to the Incident Management Obligations, the Service Management Service was concerned with:
- a. monitoring, managing and maintaining the delivery of the operational services, which included the first, second and third lines of support;
 - b. release management, including the release of software fixes for BEDs—known as PinICL (and later Peak) fixes—which were to be carried out in

¹⁴³ FUJ00079855 (v 1.0 undated); FUJ00079974 (v 2.0 dated 14 September 2005)

¹⁴⁴ FUJ00079866 (v 1.0 undated)

¹⁴⁵ CS Support Services Operations Manual (CS/QMS/004), FUJ00232449 (v 1.0 dated 7 November 2000); FUJ00120446 (v 2.0 dated 29 January 2001); Operations Manual for the Customer Service Directorate (CS/QMS/007), FUJ00079875 (v 1.0 dated 26 November 2001); FUJ00079888 (v 2.0 dated 1 May 2002); CS Operations Services Operations Manual (CS/QMS/005), FUJ00232454 (v 1.0 dated November 2000), FUJ00120486 (v 2.0 dated 24 January 2001); CS Infrastructure Services Operations Manual (CS/QMS/006), FUJ00119995 (v 1.0 dated 7 November 2000)

accordance with the 'Pathway Release Policy' (with internal reference PA/STR/003)¹⁴⁶ and associated release management processes;¹⁴⁷

- c. problem and complaint management, which was to be carried out in accordance with the 'Problem Management Process' (with internal reference CS/PRD/021)¹⁴⁸ and 'Customer Complaint Process' (with internal reference CS/PRD/081)¹⁴⁹; and
- d. reporting on the delivery and performance of the operational services, including those noted at paragraph 144 above, to the Service Management Review Forum.¹⁵⁰

152. Relevant to the Incident Management Obligations, the incident management process in Legacy Horizon involved a number of sub-processes that were concerned with the timing and release of software fixes. For example, the Quality Filter Process ("QFP") considered the assignment of target releases for test incidents, and a QFP Forum ("QFPF") review was required if the target release had not been set or was inappropriate. Another example of a sub-process was the Release Management Forum ("RMF") which considered the assignment of target

¹⁴⁶ FUJ00232424 (v 1.0 dated 26 November 1996); FUJ00232433 (v 2.0 dated 29 March 1999); FUJ00232435 (v 3.0 dated 28 June 1999); FUJ00232441 (v 4.0 dated 14 July 1999); FUJ00118128 (v 5.0 dated 16 July 1999)

¹⁴⁷ Release Management Processes (CS/PRD/086), FUJ00232467 (v 1.0 dated 26 January 2001); FUJ00232471 (v 2.0 dated 2 February 2001)

¹⁴⁸ FUJ00079797 (v 1.2 dated 25 May 1998); FUJ00119991 (v 2.0 dated 26 August 1999); FUJ00079853 (v 3.0 dated 13 November 2000); FUJ00119992 (v 4.0 dated 27 November 2001); FUJ00079935 (v 5.0 dated 20 January 2005); FUJ00079953 (v 6.0 dated 29 July 2005)

¹⁴⁹ FUJ00079826 (v 1.0 dated 5 September 2000)

¹⁵⁰ Service Review – Performance Statistics for April 2001, FUJ00121087, dated 15 May 2001

releases for live incidents recorded in PinICLs (or Peaks) where a live fix had been requested.¹⁵¹

153. As noted at paragraph 25 of the Second Corporate Statement and paragraphs 88 to 97 of this statement, Fujitsu and POL were contractually required to establish the Service Management Review Forum and hold monthly 'service review' meetings to, amongst other things, (i) review performance against contracted Service Levels, (ii) agree remedies payable arising from any failures to meet Service Levels, and (iii) monitor and review operations of operational business change processes.¹⁵² Fujitsu's compliance with the Incident Management Obligations was primarily monitored through the Service Management Review Forum, which is detailed further in paragraphs 210 to 215 of this statement.
154. The nature and scope of the Service Management Service is set out in the following sections of Fujitsu's Second Corporate Statement:

Section of Second Corporate Statement	Paragraphs
Service Management Service	22–36
<ul style="list-style-type: none"> • the Service Management Review Forum • release management 	24–25 26–32
Customer Service Problem Manager/Problem Management	33, 101–104
Management Information Service	97–99

¹⁵¹ Post Office Account Systems Integration Directorate Incident/Defect Management (DE/PRO/015), FUJ00079823 (v 1.0 dated 25 October 2000); FUJ00079902 (v 2.0 dated 5 September 2003)

¹⁵² Annex to Schedule A4

HNG-X Agreements (31 August 2006 to Present)

Operational Services

155. During the HNG-X Agreements, the Operational Services continued to be primarily delivered via four lines of support, which were to be carried out in accordance with process documents formulated specifically for HNG-X, including the Incident Management Process (with internal reference SVM/SDM/PRO/0018)¹⁵³ and End-to-End Application Support Strategy (with internal reference SVM/SDM/PRO/0875).¹⁵⁴ The following changes appear to have taken place in relation to the Support Services provided under the HNG-X Agreements:

- a. On 1 April 2006, the Central Network Service was formally introduced in relation to HNG-X. This service was to ensure appropriate monitoring and processes were in place to identify incidents within the 'Central Telecom Infrastructure', which included the 'Local Area Networks' and 'Wide Area Network';¹⁵⁵

¹⁵³ FUJ00080003 (v 1.0 dated 6 November 2006); FUJ00080027 (v 2.0 dated 2 April 2007); FUJ00120051 (v 3.0 dated 28 July 2009); FUJ00080076 (v 4.0 dated 3 August 2009); FUJ00080205 (v 5.0 dated 6 July 2011); FUJ00080244 (v 6.0 dated 13 November 2013); FUJ00080298 (v 7.0 dated 17 July 2014); FUJ00080370 (v 8.0 dated 12 July 2016); FUJ00080388 (v 9.0 dated 12 September 2017); FUJ00234981 (v 10.0 dated 29 January 2019); FUJ00234982 (v 11.0 dated 18 June 2020); FUJ00234983 (v 12.0 dated 15 July 2020); FUJ00234984 (v 13.0 dated 1 September 2020); FUJ00234985 (v 14.0 dated 21 January 2021); FUJ00234986 (v 15.0 dated 5 July 2021); FUJ00234987 (v 16.0 dated 8 September 2021); FUJ00234988 (v 17.0 dated 24 February 2023) FUJ00234989 (v 18.0 dated 15 January 2024)

¹⁵⁴ FUJ00080212 (v 1.0 dated 28 July 2011); FUJ00243143 (v 2.0 dated 23 September 2020)

¹⁵⁵ Central Network Service (SVM/SDM/SD/0012), FUJ00002028 (v 1.0 dated 31 August 2006)

- b. On 1 April 2006, the Application Support Service (Fourth Line) was formally introduced as an Operational Service in relation to HNG-X;¹⁵⁶
- c. On 2 July 2014, Fujitsu ceased providing the Service Desk Service and the first line support function was transferred to Atos as part of POL's adoption of a towers strategy for its Horizon estate;¹⁵⁷
- d. On 31 March 2015, Fujitsu ceased providing the Engineering Service as noted above at paragraphs 54 to 66 in this statement;¹⁵⁸ and
- e. On 31 March 2018, Fujitsu ceased providing the Branch Network Service.¹⁵⁹

156. Fujitsu has agreed a Data Centre Operations Service and Central Network Service Extension with POL from 1 April 2023 to 31 March 2024, as agreed in CCN 1732. Changes to the agreement for these services include removing the obligation for Fujitsu to do a full disaster recovery fail over due to the age of the service infrastructure, although I understand from the POA that some testing is undertaken at the component level.¹⁶⁰ Fujitsu sought to implement this change as there is a risk of hardware failures when powering down system components to simulate a disaster state. Because of the age of those system components or the availability of their support arrangements, spares required to repair such components are

¹⁵⁶ Application Support Service (Fourth Line): Service Description (SVM/SDM/SD/0005), FUJ00079997 (v 1.0 dated 24 August 2006)

¹⁵⁷ CCN No. 1409a, FUJ00001104, dated 5 March 2014

¹⁵⁸ CCN No. 1423c, FUJ00001116, dated 18 August 2015

¹⁵⁹ Branch Network Service (SVM/SDM/SD/0011), FUJ00080400 (v 8.0 dated 5 March 2018)

¹⁶⁰ CCN No. 1732, FUJ00233121, dated 28 March 2023

limited in supply and Fujitsu considered it preferable to avoid eroding that supply unless necessary at this late stage of the system's life cycle.

157. A further extension in respect of the Data Centre Operations Service and Central Network Service has also now been agreed with POL from 1 April 2024 to 31 March 2025, as agreed in CCN 1749.¹⁶¹ This extension was agreed on the premise that POL will “*develop a data audit solution within the Post Office Cloud to store transaction data to replace the existing data audit solution within the Data Centres which will avoid the need for Fujitsu Services to carry out refresh activities in the Data Centre in this respect*” by 28 February 2025.
158. During the HNG-X Agreements, the Service Management Service continued to perform the same core functions and responsibilities in relation to the Incident Management Obligations, which were to be carried out in accordance with process documents formulated specifically for HNG-X, including the Release Management Strategy (with internal reference SVM/SDM/PRO/1520).¹⁶² The following changes appear to have taken place in relation to the Service Management Service under the HNG-X Agreements:
- a. As noted above at paragraph 35, in July and August 2014, Fujitsu's first line support function was transferred to Atos as part of POL's towers strategy. As a result of this change, the Major Account Controllers team (“**MAC Team**”) was added to the Service Management Service. The MAC Team's

¹⁶¹ CCN No. 1749, FUJ00234947, dated 30 October 2023

¹⁶² FUJ00232666 (v 1.0 dated 26 January 2015);

responsibilities included, (i) providing a single point of contact for Atos enquiries and escalations, (ii) being a resolution contact point for branch logged software incidents and customer complaint handling, and (iii) trend reporting;¹⁶³ and

- b. The Business Impact Forum (“**BIF**”), Peak Targeting Forum (“**PTF**”), and Customer Business Impact Forum (“**CBIF**”) were established as part of the release management process to, amongst other things, manage the release of software fixes. These fora continue to operate at present and further details regarding their operation is set out below.

159. BIF and PTF are part of the release management strategy for software releases in HNG-X. The purpose of BIF is to ensure a viable software fix has been identified, including temporary workarounds if possible, so that the software fix can be passed to PTF.¹⁶⁴ If a Peak is given an approved status in BIF, the target release for the Peak is discussed in the next PTF.¹⁶⁵ As part of the changes made to the management of defects, Fujitsu increased the number of BIF and PTF meetings from weekly to daily in January 2022 to expedite the process of assigning Peaks to releases.¹⁶⁶

¹⁶³ Service Management Service Description (SVM/SDM/SD/0007), FUJ00080380 (v 5.0 dated 30 November 2016)

¹⁶⁴ The BED Current Process Report (COM/MGT/REP/4184), FUJ00232716 (v 1.0 dated 26 February 2021)

¹⁶⁵ Release Management Strategy (SVM/SDM/PRO/1520), FUJ00232666 (v 1.0 dated 26 January 2015);,; ToR for BIF and PTF (SVM/SDM/STD/2593), FUJ00232656 (v 1.0 dated 30 July 2014); Operational Level Agreement for Application 4th line support of HNGX (SVM/SDM/OLA/0017), FUJ00080232 (v 2.0 dated 5 April 2013)

¹⁶⁶ POA Improvements Log, FUJ00232842 (v 0.9 dated 1 March 2022)

160. CBIF is a joint meeting held between Fujitsu and POL as required to discuss items identified at the Fujitsu BIF.¹⁶⁷ An example of a CBIF proposal, which details a defect description, impact, resolution options, recommendations and implications is exhibited to this statement.¹⁶⁸
161. I understand from the POA that from around 2021, CBIF has sought decisions from POL on how to proceed with proposed software fixes for items identified at BIF. This discussion on specific fixes now forms part of the wider Horizon Defect Review (“**HDR**”) meeting on all branch affecting defects. Further details regarding HDR is set out in paragraphs 162 to 164 below.

Horizon Defects Review

162. In September 2019, Fujitsu introduced the Horizon Known Error Review Forum (the “**HKERF**”), also known as the Horizon Knowledge Base Review Forum,¹⁶⁹ the Horizon Governance Working Group,¹⁷⁰ or the Horizon Known Errors Joint Review Working Group by POL,¹⁷¹ to provide a forum to report branch affecting defects raised as Incidents to POL.¹⁷² Examples of the terms of reference, meeting

¹⁶⁷ BED Current Process Report (COM/MGT/REP/4184), POL00030527 (v 1.0 dated 26 February 2021); POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023); HDR Defects update report, FUJ00232721, dated 30 July 2021

¹⁶⁸ FUJ00232853 (v 1.0 dated 17 June 2022)

¹⁶⁹ FUJ00232676, dated 11 March 2020

¹⁷⁰ FUJ00232703, dated 11 March 2020

¹⁷¹ FUJ00232709, dated September 2020

¹⁷² POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023)

agendas, meeting minutes and HKERF/KBA reports produced in connection with the HKERF are appended to this corporate statement.¹⁷³

163. In early 2021, the chairmanship of the HKERF transferred to POL, at POL's request, and it was renamed the Horizon Defects Review (the "HDR") in February 2021.¹⁷⁴ By June 2021, the Terms of Reference for the HDR were updated and formalised,¹⁷⁵ and weekly HDR meetings have been held since then with POL and Fujitsu as primary attendees.¹⁷⁶ As of the date of this corporate statement, POL and Fujitsu are currently discussing further updates to the terminology within HDR Terms of Reference.¹⁷⁷

164. On this basis, the purpose of the HDR has been to "*track the status of every open Defect from identification to resolution. Prioritisation will be given to any Defect with the potential to impact a branch financially*".¹⁷⁸ Reports of all branch-affecting defects are issued to POL every week before the meetings.¹⁷⁹ This weekly report takes the form of a defects tracker, which outlines a description of the defect,

¹⁷³ See for example: FUJ00232728, dated 25 June 2021; FUJ00232802, dated 9 November 2020; FUJ00232803, dated 9 November 2020; FUJ00232801, dated 2 November 2020; FUJ00232800, dated 9 December 2021; FUJ00232799, dated 29 June 2020; FUJ00232797, dated 20 July 2020; FUJ00232798, dated 20 July 2020

¹⁷⁴ POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023); Email from Steve Bansal to Steven Browell, FUJ00232711, dated 25 January 2021

¹⁷⁵ FUJ00232728 (v 2.2 dated 25 June 2021); POA Improvements Log, FUJ00232740 (v 0.2 dated 15 September 2021)

¹⁷⁶ See for example: FUJ00232995 (v 0.11 dated 4 September 2023); FUJ00232721, dated 30 July 2021; FUJ00232823, dated 29 November 2021; FUJ00233120, dated 18 September 2023

¹⁷⁷ Email from Steve Bansal to Steven Browell, FUJ00232992, dated 11 August 2023

¹⁷⁸ Horizon Defects Review, Terms of Reference, FUJ00232872 (v 3.2 dated 3 January 2023)

¹⁷⁹ Email from Michelle Stevens to Matthew Hatch, FUJ00232988, dated 26 July 2023

proposed resolution and any branch impact.¹⁸⁰ In August 2021, Fujitsu integrated the CBIF with the HDR as the audiences for both forums were the same.^{181 182}

POL Focused Initiatives

165. Following the Bates v POL group litigation, POL was looking to implement a number of new initiatives.¹⁸³ Whilst this was being formulated, in March 2021, Fujitsu created and shared with POL a POL focused 'Postmaster First Improvements Plan', which I understand was a joint set of Horizon initiatives derived from the Horizon Issues Judgment in 2019.¹⁸⁴ POL shared its own programme plan with Fujitsu in July 2021 in which Fujitsu had a third-party support role,¹⁸⁵ and by August 2021, POL had associated some actions that Fujitsu had been working on so that Fujitsu could interact with the programme. POL provided Fujitsu with Requests to Quote ("**RTQs**") which Fujitsu responded to using Change Work Orders.¹⁸⁶ An example of a CWO is appended to this corporate statement.¹⁸⁷

¹⁸⁰ If there is a new defect with a clear branch impact, an extraordinary HDR meeting can be held to investigate the issue and solutions if the next scheduled meeting is more than 2 working days ahead; Horizon Defects Review, Terms of Reference, FUJ00232872 (v 3.2 dated 3 January 2023). See for example: Defect Tracker, FUJ00232829, dated 28 February 2022; FUJ00233107, dated 12 September 2023

¹⁸¹ Email from S. Browell to P. Smith and S. Bansal, FUJ00233122, dated 25 June 2021

¹⁸² Email from S. Browell copying S. Bansal, A. Woodley, S. Bothick and M. Hatch, FUJ00232745, dated 24 September 2021

¹⁸³ POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023)

¹⁸⁴ POA Improvements Log, FUJ00232735, dated 27 August 2021; FUJ00232842 (v 0.9 dated 1 March 2022)

¹⁸⁵ Horizon Issues Remediation Programme, FUJ00233004, dated 10 November 2021

¹⁸⁶ Postmasters First – Improvement Plan; POA Improvements Log, FUJ00232842 (v 0.9 dated 1 March 2022)

¹⁸⁷ Request to Quote, FUJ00233125, dated 19 July 2022; CWO No. 0369, FUJ00233124, raised on 15 January 2021

In November 2021, POL issued a final update to the programme and by January 2022, meetings in connection with this programme were disbanded.¹⁸⁸

Live Defect Management

166. From May to September 2021, Fujitsu conducted a review of its Live Defect Management processes. From the contemporaneous briefing slides¹⁸⁹ and the POA Improvements Lists¹⁹⁰ prepared to communicate and log the changes, the workstreams for the improvements were categorised as follows:

- a. Stream 1: Incident & problem (TfSNow, Service Now).
- b. Stream 2: Peak (Incident, Defect).
- c. Stream 3: Live Defect Management (Cross-functional process HDR).
- d. Stream 4: Key Meetings (BIF, CBIF, HDR).
- e. Stream 5: Security Improvements (Privileged Access Management, Minimum Security Controls Framework, European Business Management System).
- f. Stream 6: Elevated Processes (APPSUP, TC Tool, Interface Interactions).
- g. Stream 7: Various (Investigations, Peripheral Logger, Documentation, Governance).

¹⁸⁸ POA Improvement Log, FUJ00232842 (v 0.9 dated 1 March 2022); FUJ00232995 (v 0.11 dated 4 September 2023)

¹⁸⁹ Slide deck titled "POA Improvements: Communicating the Changes", FUJ00232743, dated 21 September 2021

¹⁹⁰ FUJ00232720 (v 1.1 dated 20 June 2021)

167. Formal, documented information on these changes, and more generally on the amended approach to defect reporting, was also set out in a formal process working instructions; the first version of which is appended to this corporate statement.¹⁹¹

168. In summary, changes in respect of Live Defect Management include:

- a. By the end of October 2021, Fujitsu had updated its Live Defect recording processes with new tags to be applied if an Incident met certain criteria. For example, if an Incident meets the criteria of a Live Defect, it must now be recorded in Peak with the Live Affecting Defect tag applied.¹⁹² If, in addition, there is a possibility that the issue could be affecting live branch accounts or financial outcomes then a second “HDR” tag of “HDR-FIN” is applied.¹⁹³ Another tag of “HDR-EXP” is available for issues affecting the SPM’s experience (*i.e.*, the way a postmaster is required to use the system) or the

¹⁹¹ POA Defect Management Reporting (SVM/SDM/PRO/4695), FUJ00232857 (v 0.1 dated 3 October 2022); FUJ00234991 (version 1.0 dated 17 March 2023); FUJ00234992 (version 2.0 dated 3 August 2023); FUJ00234993 (v 3.0 dated 26 April 2024)

¹⁹² POA Defect Management Reporting (SVM/SDM/PRO/4695), FUJ00232857 (v 0.1 dated 3 October 2022); FUJ00234991 (version 1.0 dated 17 March 2023); FUJ00234992 (version 2.0 dated 3 August 2023); FUJ00234993 (v 3.0 dated 26 April 2024)

¹⁹³ POA Defect Management Reporting (SVM/SDM/PRO/4695), FUJ00232857 (v 0.1 dated 3 October 2022); FUJ00234991 (version 1.0 dated 17 March 2023); FUJ00234992 (version 2.0 dated 3 August 2023); FUJ00234993 (v 3.0 dated 26 April 2024); Live Defect Management on POA, FUJ00232753, dated 22 October 2021

experience of a POL customer or client.¹⁹⁴ Live affecting defects with one or more of these tags applied will qualify for reporting to POL;¹⁹⁵

- b. Other new fields were added in Peak.¹⁹⁶ For example, POL problem references were added to ensure that Defect Peaks are searchable.¹⁹⁷ Fujitsu problem references were also added to ensure that links between Peaks and TfSNow problems are clear and also searchable.¹⁹⁸ To assist support staff and stack owners with managing the information, Fujitsu introduced checklists and a monthly management overview of progress of Live Defects.¹⁹⁹ An example of a checklist for support staff and stack owners is appended;²⁰⁰
- c. In November 2021, Fujitsu implemented a target dataset for defect notification²⁰¹ embedded in the reporting to POL after receiving POL acceptance;²⁰²

¹⁹⁴ POA Defect Management Reporting (SVM/SDM/PRO/4695), FUJ00232857 (v 0.1 dated 3 October 2022); FUJ00234991 (version 1.0 dated 17 March 2023); FUJ00234992 (version 2.0 dated 3 August 2023); FUJ00234993 (v 3.0 dated 26 April 2024); Live Defect Management on POA, FUJ00232753, dated 22 October 2021

¹⁹⁵ POA Defect Management Reporting (SVM/SDM/PRO/4695), FUJ00232857 (v 0.1 dated 3 October 2022); FUJ00234991 (version 1.0 dated 17 March 2023); FUJ00234992 (version 2.0 dated 3 August 2023); FUJ00234993 (v 3.0 dated 26 April 2024)

¹⁹⁶ Live Defect Management on POA, FUJ00232753, dated 22 October 2021

¹⁹⁷ Live Defect Management on POA, FUJ00232753, dated 22 October 2021

¹⁹⁸ Live Defect Management on POA, FUJ00232753, dated 22 October 2021

¹⁹⁹ POA Improvements Log, FUJ00232822 (v 0.7 dated 24 January 2022)

²⁰⁰ FUJ00232850, dated 1 June 2022

²⁰¹ See Appendix A of the Horizon Defects Review ToR, FUJ00232845 (v 3.0 dated 21 February 2022)

²⁰² POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023)

- d. In December 2021, Fujitsu provided POL with an overview of all Live Defects and their stage in the process. POL was invited to decide how they would use a report if one was shared on a regular basis;²⁰³
- e. Fujitsu also defined a role for a Problem, Defect and Quality Manager, responsible for keeping POL informed of, and driving the resolution of, defects, and identified an internal Fujitsu candidate, Matthew Hatch who took the role from 1 January 2022;²⁰⁴
- f. In January 2022, Fujitsu extended the use of Demand Planning to show all releases to which defects had been assigned;²⁰⁵
- g. In February 2022, Fujitsu introduced Live Defect monthly reporting to the POA Business Review pack;²⁰⁶ the first example of which is appended.²⁰⁷ Around this time, Fujitsu also introduced Live Defect monthly reporting to the POA stack managers;²⁰⁸ the first example of which is also appended;²⁰⁹
- h. In August 2022, following joint discussions with POL, Fujitsu implemented fortnightly reporting to POL of all Horizon Live Defects. Fujitsu launched the fortnightly reporting on 5 August 2022, and it remains in place.²¹⁰

²⁰³ POA Improvements Log, FUJ00232822 (v 0.7 dated 24 January 2022)

²⁰⁴ POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023)

²⁰⁵ POA Improvements Log, FUJ00232822 (v 0.7 dated 24 January 2022)

²⁰⁶ POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023); Live Defect Management Update HNG Business Review - August 2023, FUJ00232994, dated 1 September 2023

²⁰⁷ FUJ00232858, dated 1 November 2022

²⁰⁸ POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023)

²⁰⁹ FUJ00232824, dated 17 February 2022; FUJ00232825, dated 17 February 2022

²¹⁰ POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023); POL HNG-X All Live Defects Report, FUJ00232856, dated 12 August 2022; Email from S. Browell to R. Gogna and P. Smith,

- i. Since October 2022, HDR reporting by Fujitsu also includes all 'Deferred Live Defects' (defects within Horizon that are previously approved at a release closure meeting with POL) and 'Project Live Defects' (e.g., Payment and Banking Services) which are also discussed separately in specific project steering groups;²¹¹
- j. From August to November 2022, a review of all KBAs was completed to ensure that any defects identified by Fujitsu were also held in Peak and hence subject to all the tracking, reporting, updating and controls embedded into the systems and processes, as described above;²¹² and
- k. Following the KBA review, it was identified that there were some defects which Fujitsu had not been asked to manage and rectify by POL. This led Fujitsu to introduce a new category of 'Accepted Live Defect' to the defect reporting regime which was visible to POL. This concept was implemented in November 2022 and communicated to POL on 2 December 2022.²¹³

169. Many of the above changes were followed by various account wide cascades (including live and recorded training sessions)²¹⁴ of ways that defects can now be

FUJ00232855, dated 12 August 2022; Instructions on how to complete the POL All Live Defects Report were formally added in November 2022 to the POA Defect Management Reporting (SVM/SDM/PRO/4695), FUJ00232859 (v 0.5 dated 9 November 2022)

²¹¹ POA Defect Management Reporting (SVM/SDM/PRO/4695), FUJ00232857 (v 0.1 dated 3 October 2022); FUJ00234993 (v 3.0 dated 26 April 2024)

²¹² POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023)

²¹³ POA Improvements Log (WIP), FUJ00232995 (v 0.11 dated 4 September 2023); Post Office Account Defect Management Reporting (SVM/SDM/PRO/4695), FUJ00232865 (v 0.7 dated 7 December 2022); Email chain from M. Hatch to R. Gogna and L. Millar with subject "HNG-X - All Live Defects Report for POL - 16.02.2023" dated 1 March 2023, FUJ00232874; Email from M. Hatch to P. Smith and L. Millar copying "POA Duty Manager", S. Bansal, S. Bothick, and S. Browell FUJ00232875, dated 2 December 2012; HDR Defects Update Report, FUJ00232876, dated 2 December 2022

²¹⁴ Transcripts of recorded training sessions: FUJ00243261; FUJ00243263; FUJ00243265; FUJ00243267

tested, monitored, reported on, managed and rectified.²¹⁵ The new processes of working were communicated via a series of briefings to specialist support staff who were using either Peak or TfSNow, including Major Account Controllers, Third Line Support, Fourth Line Support and Architects;²¹⁶ some examples of these briefings have been appended.²¹⁷ POA stack managers were also briefed on updates to the Live Defect Management processes in 2022; an example of which is appended.²¹⁸

170. The end-to-end procedure now followed in relation to the Incident Management Obligations is set out in detail in the 'POA Live Defect Management Procedures' (with internal reference SVM/SDM/PRO/4313).²¹⁹ This procedure document "*pulls together the many working processes from many teams to present a consolidated view of the POA end-to-end process of Live Defect Management*", such processes already being in place at the time of drafting. Whilst the consolidation of these end-to-end processes and procedures had been in progress for some time, for transparency, I understand that their completion was prompted by receipt of the Request from the Inquiry for this corporate statement.

²¹⁵ POA Improvements Log, FUJ00232995 (v 0.11 dated 4 September 2023)

²¹⁶ Live Defect Management on POA, FUJ00232753, dated 22 October 2021

²¹⁷ Live Defect Management on POA, FUJ00232753, dated 22 October 2021; Live Defect Management on POA, FUJ00232847, dated 15 March 2022; POA Improvements: Communicating the Changes FUJ00232743, dated 21 September 2021

²¹⁸ Live Defect Management: Stack Owner Update, FUJ00232849, dated 31 May 2022

²¹⁹ FUJ00233141 (v 1.0 dated 17 October 2023)

THE PRIVILEGED ACCESS OBLIGATIONS

171. I understand that access rights and privileges by employees to remedy errors in transaction data and branch accounts forms part of the area known as 'access control', an aspect of information security.
172. As with the Incident Management Obligations above, this section of the corporate statement addresses (i) the overarching Privileged Access Obligations in place during each of the three contractual phases previously described as set out in the Horizon contract and relevant CCDs, (ii) the Operational Services relevant to Privileged Access and the relevant contractual provisions surrounding those services, and (iii) the measures in place throughout the Relevant Period to ensure compliance with the Privileged Access Obligations.

The Codified Agreement (28 July 1999 to 30 December 2002)

173. Pursuant to clause 106.10 (General Principles), Fujitsu was required to "*deliver and continue to provide a secure system in respect of all transactions which as far as this Codified Agreement requires eliminates the potential for any fraud or unauthorised disclosure of data and provides detection procedures and significant barriers to attacks from internal conspiracy and collusion to defraud [POL]*".
174. Pursuant to clause 201 (Performance of Core System Services) Fujitsu was responsible, subject to certain qualifications, for meeting POL's requirements specified in Schedule A15 of the Codified Agreement, in accordance with the

'Solutions' specified in Schedule A16 by performing the 'Core System Services' (i.e., those services specified in clause 201.3). Of most relevance were:

- a. Requirement 526 (POCL Implementation – Supporting Services: Help Desk Resolution of Reported Incidents): It was required that “[a]ll reported Incidents shall be resolved in line with Service Levels”.
 - b. Requirement 698 (General – Security: Policy): Fujitsu was required to establish “an organised security infrastructure”. This infrastructure covered, amongst other things, the following areas: “the agreement of a security policy... allocation of security responsibilities...security education and training ...reporting security incidents... control of Software... safeguarding [POL] records... compliance with data protection and other legislation... compliance with security policy.... The management of fraud and risk during service operation”. Fujitsu was also required to comply with British information security standard BS7799 (“**BS7799**”), further detail in relation to which is set out below.
 - c. Requirement 699 (General – Audit Trail): This Requirement included various obligations, including that “[t]he information recorded shall be sufficient to identify the action, by whom it was undertaken, when it was undertaken, why it was undertaken, where it was undertaken and the resulting outcome”.
175. Pursuant to clause 106.3 (General Principles), the POCL Services and the POCL Infrastructure was to be provided in accordance with, and comply with, all relevant

applicable industry standards, as listed in Schedule A2. Amongst other things, as with Requirement 698, paragraph 4.1.2 of Schedule A2 (Standards) to the Codified Agreement required Fujitsu to establish “*an organised security infrastructure*”. Furthermore, paragraph 4.1.3 contained an obligation to comply with BS7799, which was a two-part standard introduced by the British Standards Institution (“**BSI**”) in 1995. Part 1 of BS7799 was a code of practice containing recommendations on how to develop sound information security infrastructure. Part 2 of BS7799 was a specification focused on how to implement an information security management system.²²⁰ These obligations mirrored the terms of Requirement 698 in Schedule A15.

176. In addition to the terms of the Codified Agreement, I understand from the records available to Fujitsu that from as early as October 1996, Fujitsu and POL had agreed a ‘Security Policy’ (a CCD with internal reference RS/POL/002).²²¹ The Security Policy was said to define Fujitsu’s “*policy for the protection of its assets (including hardware, applications, databases, network and documentation) against loss of confidentiality, integrity and availability. It will also ensures compliance with legislative and commercial requirements*”.
177. The Security Policy was amended and updated from time to time. However, in each of the approved Security Policies in place during the time of the Codified Agreement,²²² control of access to Fujitsu’s systems and data was stated to be in

²²⁰ See paragraph 4.1.3 of Schedule A2 (Standards)

²²¹ FUJ00001266 (v 3.0 dated 8 October 1996).

²²² FUJ00001266 (v 3.0 dated 8 October 1996), FUJ00001294 (v 4.0 dated 30 April 1999); FUJ00232455 (v 5.0 dated 13 November 2000); FUJ00232457 (v 6.0 dated 20 November 2000); FUJ00232499 (v 7.0 dated 28 May 2002)

accordance with Fujitsu's 'Access Control Policy'. Section 7.4 of the Security Policy stated that the:

"Access Control Policy and its associated Security Procedures will specify:

- *a clear definition of responsibilities for all authorised users,*
- *specification of roles and responsibilities for all types of system usage,*
- *control of access to all ICL Pathway system components,*
- *control of access to all data within the ICL Pathway system,*
- *control of access to all stored information and documentation,*
- *control of access to database facilities and tools,*
- *control of access to applications running on servers and workstations,*
- *control of access to the network and network management systems,*
- *procedures for allocation of access rights to IT services,*
- *management, assignment and revocation of privileges,*
- *mechanisms to be used for user identification and authentication,*
- *password management, including password generation and expiry, and*
- *monitoring system access and use of facilities.*

Accountability of individuals is essential and segregation of duties will be enforced where appropriate. For particularly critical operations “two person controls” will be considered.

Wherever authorisation is given orally, normally over a telephone link, additional verification methods must be used”.

178. I understand from the records available to Fujitsu that the earliest identified approved Access Control Policy (RS/POL/003) dates from April 1997²²³ and that the policies in place during the time of the Codified Agreement were version 3.0 dated 18 December 1998 (which aligned with the Pathway Programme), version 4.0 dated 16 July 2002 and version 5.0 dated 28 August 2002.²²⁴
179. Versions 4.0 and 5.0 of the Access Control Policy, which relate to Legacy Horizon, specified the following in relation to ‘Application Support’, defined as “*2nd, 3rd and 4th line*”:
- a. “*...no application support users have access to Post Office counter systems except as allowed for [below]. Errors here are diagnosed using logs of events extracted via Tivoli*” (section 4.5.5);
 - b. “*All support users with access to the Post Office Account Data Centre must do so using NT controlled workstations in a secure workstation environment as defined in 3.3. (For SSC, the secure environment must*

²²³ FUJ00117497

²²⁴ FUJ00087993 (v 3.0 dated 18 December 1998); FUJ00088018 (v 4.0 dated 16 July 2002); FUJ00088046 (v 5.0 dated 28 August 2002)

include a firewall to restrict traffic between the test rigs and the secure LAN, though the workstation gives access to both Data Centres and test rigs)" (section 4.5.5.1);

- c. *Support users should have only read access to the supported systems, except for:*
- *SSC support managers (not normal SSC support users) "correcting" data under controlled conditions. (Data may need to be corrected where it has been corrupted by faulty code.) Correction of data must be subject to agreed authorisation procedures..." (section 4.5.5.3);*
- d. *In version 5.0 onwards, "Remote access to FTMS Gateways and Counters is managed and supported using SSH client on a support Terminal Server" (section 4.5.5.3); and*
- e. *"In all cases, updates to code or data by application support staff require two staff to be present when the change is made and all such changes to be audited, identifying what has been changed (before and after values) and the individual who made the change" (section 4.5.5.4).*

Varied and Restated Agreements (31 December 2002 to 15 August 2006)

180. Security was specifically addressed in clause 8 of the Varied and Restated Agreements. This clause required that Fujitsu (amongst other things):

- a. *“provide a secure system in respect of all transactions which...eliminates the potential for any fraud or unauthorised disclosure of data and provides detection procedures and significant barriers to attacks from internal conspiracy and collusion to defraud Post Office”* (see clause 8.1);
 - b. *“use all reasonable endeavours to maintain the security of the Services”* (see clause 8.3); and
 - c. *“comply with the security requirements set out in Schedule 2”* (see clause 8.3).
181. From at least the Varied and Restated Agreement dated 5 July 2005 (version 5.0), clause 8.7 also included the following exclusion regarding the *“accuracy, completeness, validity or integrity of any data (including, without limitation, any Personal Data)”* relating to POL FS Data. **POL FS Data** was defined as that data:
- a. *“provided by or on behalf of Post Office for loading onto the POL FS System”* (clause 8.7.1.1);
 - b. *“produced by the Horizon Service Infrastructure and held on the POL FS System”* (clause 8.7.1.2); and
 - c. *“contained in any Transaction Correction Record delivered by Fujitsu Services to any Branch”* (clause 8.7.1.3).

182. Set out in paragraph 27 above are the general undertakings given by Fujitsu in the Varied and Restated Agreements and which applied to the Relevant Obligations. These undertakings are not repeated here.
183. Schedule 2 identified the policies and standards which apply to the Services performed by Fujitsu. In particular:
- a. As was the case under the Codified Agreement, Fujitsu was required, amongst other things, to maintain “*organised security infrastructure*”.
 - b. Fujitsu was also required to be compliant with international information security standard ISO 17799 (“**ISO 17799**”), the successor to Part 1 of BS7799, which was adopted by the International Organisation for Standardisation in around 2000.
 - c. Paragraph 4.1.5 also required under the heading ‘Data Security’ that “[t]he *confidentiality, integrity, validity and completeness of data shall be maintained through all storage, processes and transmissions, including during periods of Service Failure and recovery from Service Failure*”. To the extent that any issue with data integrity was identified, this provision would also form part of the Incident Management Obligations whilst the problem is investigated and resolved.
184. During the period of the Varied and Restated Agreements, the Security Policy (RS/POL/002) remained in place, albeit it was amended from time to time. As was the case during the time of the Codified Agreement, the Security Policy in place

during the currency of the different versions of the Varied and Restated Agreement²²⁵ required that control of access to Fujitsu's systems and data be in accordance with Fujitsu's Access Control Policy (RS/POL/003). Approved versions of the Access Control Policy (RS/POL/003) dating from within the period of the Varied and Restated Agreements are exhibited to this corporate statement.²²⁶

185. In relation to the Access Control Policies (RS/POL/003) in place during the Varied and Restated Agreements, section 4.5.5 provided further detail regarding access controls for support staff when accessing Horizon for the purpose of Application Support. The provisions contained in these versions of the Access Control Policy are substantially the same as those set out above in respect of the Codified Agreement, save that the reference to "*NT controlled workstations*" in section 4.5.5.1 was replaced with "*Windows controlled workstations*" from version 7.0 of the Access Control Policy dated 14 April 2005 onwards.

The HNG-X Agreements (31 August 2006 to Present)

186. In a similar vein to the Codified Agreement and Varied and Restated Agreements, Fujitsu was required to maintain an "*organised security infrastructure*" (paragraph 4.1 of Schedule A4) and, during this time, to comply with international information security standard ISO 27001 ("**ISO 27001**"), the successor to Part 2 of BS7799,

²²⁵ FUJ00001675 (v 8.0 dated 2 September 2002); FUJ00001748 (v 9.0 dated 24 January 2003); FUJ00232542 (v 10.0 dated 11 November 2004); FUJ00232554 (v 11.0 dated 23 June 2006); FUJ00002046 (v 12.0 dated 5 April 2007)

²²⁶ FUJ00088046 (v 5.0 dated 28 August 2002); FUJ00088087 (v 6.0 dated 8 August 2003); FUJ00088155 (v 7.0 dated 14 April 2005)

which was adopted by the International Organisation for Standardisation in around November 2005.

187. Paragraph 4.1.3 of Schedule A4 stipulated that security for the “*Services, HNG-X Development, Associated Change Development and Equipment*” was to be managed and organised by Fujitsu in accordance with (i) the Security Policy (RS/POL/002), and (ii) a ‘New CCD’ entitled ‘Security Management Service: Service Description’ (SVM/SDM/SD/0017) (the “**Security Management Service Description**”) when it came into effect upon the commencement of “*HNG-X Project Workstream X4 (HNG-X Application Rollout)*”.²²⁷
188. As with the Security Policy (RS/POL/002) described in this corporate statement, the Security Management Service Descriptions (SVM/SDM/SD/0017) in place during the period of the HNG-X Agreements also state that system access controls were defined in the Access Control Policy (RS/POL/003). Approved versions of the Security Management Service Description (SVM/SDM/SD/0017)²²⁸ and Access Control Policy (RS/POL/003)²²⁹ in place within the period of the HNG-X Agreements are exhibited to this corporate statement.
189. In relation to the Access Control Policy (RS/POL/003) in place during this period,²³⁰ section 4.5.5 provides further detail regarding access controls for support staff

²²⁷ Schedule B3.1 of the HNG-X Agreements

²²⁸ FUJ00088180 (v 1.0 dated 24 August 2006); FUJ00088337 (v 2.0 dated 31 December 2008); FUJ00088683 (v 3.0 dated 15 October 2010); FUJ00088868 (v 3.5 dated 25 November 2013); FUJ00088869 (v 4.0 dated 4 December 2013); FUJ00088897 (v 5.0 dated 4 April 2014); FUJ00089152 (v 6.0 dated 21 May 2015); FUJ00232973 (v 8.0 dated 23 April 2023); FUJ00235003 (v 9.0 dated 25 September 2023)

²²⁹ FUJ00088442 (v 8.0 dated 2 June 2009)

²³⁰ FUJ00088155 (v 7.0 dated 14 April 2005); FUJ00088442 (v 8.0 dated 2 June 2009)

when accessing Horizon for the purpose of Application Support. The provisions contained in this section are the same as those described in respect of version 7.0 of the Access Control Policy (RS/POL/003) described above, including the reference to a “*Microsoft controlled workstation*”.

190. These provisions remained largely in place until the end of the Relevant Period. Amendments which Fujitsu considers to be of importance to this corporate statement appear to have been as follows:

- a. The CCD entitled ‘RMGA Information Security Policy’ (SVM/SEC/POL/0003) was introduced by CCN 1294²³¹ and effective from 27 December 2011 (the “**Information Security Policy**”).²³² This contained a further set of provisions relating to access control. These included the following in section 11.2.4 under the ‘Privilege Management’ heading:

“The allocation and use of privileges shall be restricted and controlled.

The principle of Least Privilege means that each subject in a system is granted the most restrictive set of privileges (or lowest clearance) needed for their job.

The system will maintain the clearances and authorisations granted to users, and access to information will be consistent with users’ clearances and privileges.

²³¹ FUJ00001048, dated 15 March 2012

²³² FUJ00088496 (v 5.0 dated 15 September 2009)

Access to System Administration accounts will be strictly controlled. Knowledge of the passwords and authentication for system administrator accounts will be restricted to the authorised system administrators.

System administrators will be allocated and use a unique identifier, and the passwords will be subject to more frequent refresh than normal user account standards.

The use of system administration accounts will be kept to a minimum.

Segregation of responsibilities will ensure that no privileged user can cover up unauthorised actions, and a continuous record of all system administration commands, and the use of powerful system utilities, will be maintained securely”.

- b. Version 5.0 of the Information Security Policy (SVM/SEC/POL/0003) was revised in version 6.0 dated 23 January 2014.²³³ The revised Information Security Policy did not contain an express reference to access control. However, it referred to the ‘Post Office HNG-X Account ISMS (or Information Security Management System) Manual (SVM/SEC/MAN/0003),²³⁴ which stated that every individual working with the account should comply with the obligations set out therein, including (amongst others):

²³³ FUJ00002566

²³⁴ FUJ00232655 (v 5.0 dated 30 April 2014), withdrawn on 31 May 2017 (FUJ00235006)

- (i) *“The methodology behind the granting of access must work on the principle that access should be denied unless specifically permitted and the principle of least privilege must apply to restrict the access rights of users whether human or non-human”* (section 11.1.1.1); and
 - (ii) *“The POA Security Operations Team shall undertake a monthly review of the access granted to individuals and its continued appropriateness”* (section 11.2.2).
- c. From version 10.0 of the HNG-X Agreement dated 10 September 2015 onwards:
 - (i) paragraph 4.1.2 of Schedule A4 required compliance with ISO 27001 *“except for the Salesforce Support Service”*.
 - (ii) paragraph 4.1.3 of Schedule A4 required *“Services, HNG-X Development, Associated Change Development and Equipment”* be managed and organised by Fujitsu in accordance with the Security Policy (RS/POL/002) or Information Security Policy (SVM/SEC/POL/0003) as applicable.²³⁵
- d. The reference to the Security Policy was subsequently removed in version 13.0 of the HNG-X Agreement dated 23 November 2020.²³⁶

²³⁵ FUJ00002070 (v 1.0 dated 25 July 2008); FUJ00232606 (v 2.0 dated 5 August 2008); FUJ00002073 (v 3.0 dated 20 October 2008); FUJ00088338 (v 4.0 dated 12 February 2009); FUJ00088496 (v 5.0 dated 15 September 2009); FUJ00088874 (v 6.0 dated 23 January 2014)

²³⁶ FUJ00000003

OPERATIONAL SERVICES RELATING TO PRIVILEGED ACCESS

191. As with the Incident Management Obligations addressed above, during the Relevant Period there were a number of Operational Services that required the use of Privileged Access to perform their functions. Most notable were the, (i) Engineering Service, (ii) Third Line Support Service, and (iii) Reconciliation Service, each of which are addressed in turn below:

- a. Engineering Service: As noted in the context of the Incident Management Obligations above, the Engineering Service was required under the Horizon Engineer Service Description (CS/SER/005) and subsequently under the HNG-X Engineering Service Description (SVM/SDM/SD/0002) to carry out Transaction Recovery following communications outages through visits to branches. This obligation remained in place from at least 31 December 2002²³⁷ to the “*Trigger Point T6 (HNG-X Application Roll Out Complete)*”. As noted above, the Transaction Recovery provisions were withdrawn in version 5.0 of the HNG-X Engineering Service Description (SVM/SDM/SD/0002).²³⁸
- b. Third Line Support Service: As noted in the context of the Incident Management Obligations above, the Horizon Third Line Support Service Description (CS/SER/009), required Third Line Support to recover transactions from branches where the solution offered by the Engineering Service was not able to be deployed.²³⁹ This obligation was removed from

²³⁷ FUJ00001732 (v 1.0 dated 19 December 2002)

²³⁸ FUJ00002445, dated 3 July 2012

²³⁹ FUJ00001735 (v 1.0 dated 19 December 2002)

the HNG-X Third Line Support Service Description (SVM/SDM/SD/0004).²⁴⁰ Although there was no specific reference in the relevant service descriptions to a requirement for Third Line Support to use Privileged Access in any other circumstance, there were references to other uses of Privileged Access in the Access Control Policy (RS/POL/003), including the need for Third Line Support Managers (as opposed to “*normal...support users*”) to correct data under controlled conditions, in particular where the data had been “*corrupted by faulty code*”.²⁴¹

- c. Reconciliation Service: With regards to the Privileged Access Obligations, the Reconciliation Service CCD most relevant was the TPS Reconciliation & Incident Management Procedure (CS/PRO/111).²⁴² This procedure contained an obligation in respect of certain ‘Data Errors’ for the Reconciliation Service to carry out data “*repair*”. The details of such repairs would then be reported to POL. The correction of ‘Errors’ and ‘Exceptions’, and the insertion of corrective transactions, was also referred to in the HNG-X Reconciliation Service Description (SVM/SDM/SD/0015), however, no specific reference was made to cash accounts.²⁴³ In both CCDs, where it was

²⁴⁰ FUJ00002023 (v 1.0 dated 31 August 2006)

²⁴¹ FUJ00117497 (v 1.0 dated 17 April 1997); FUJ00087989 (v 2.0 dated 24 February 1998); FUJ00087993 (v 3.0 dated 18 December 1998); FUJ00088018 (v 4.0 dated 16 July 2002); FUJ00088046 (v 5.0 dated 28 August 2002); FUJ00088087 (v 6.0 dated 8 August 2003); FUJ00088155 (v 7.0 dated 14 April 2005); FUJ00088442 (v 8.0 dated 2 June 2009)

²⁴² FUJ00001627 (v 2.0 dated 30 April 2002); FUJ00001726 (v 4.0 dated 19 December 2002); FUJ00001967 (v 5.0 dated 17 October 2005)

²⁴³ FUJ00079994 (v 1.0 dated 31 August 2006); FUJ00080073 (v 2.0 dated 14 July 2009); FUJ00080196 (v 3.0 dated 1 December 2010); FUJ00080254 (v 4.0 dated 3 December 2013); FUJ00003440 (v 5.0 dated 3 December 2019); FUJ00003449 (v 6.0 dated 3 June 2020); FUJ00232852 (v 7.0 dated 7 June 2022); FUJ00235002 (v 8.0 dated 12 February 2024)

necessary for the Reconciliation Service to correct an Error or Exception, POL was to be provided with information relating to the Error or Exception.

SUMMARY OF MEASURES RELATING TO PRIVILEGED ACCESS

192. The Privileged Access Obligations were primarily addressed through the provision of the Security Management Service and by staff supporting specific Operational Services who held access rights and privileges to remedy errors in transaction data and branch accounts, including staff working on the Reconciliation Service, the Engineering Service and the Third Line Support Service.²⁴⁴ Fujitsu is aware of evidence which has been given in the Inquiry to date that, in certain instances, Fujitsu specialist support staff, predominantly in Third Line Support, required Privileged Access to perform actions necessary to remedy errors in transaction data and branch accounts. Privileged Access was restricted to certain “*application support users*” within Third Line Support and was referred to as APPSUP privileges throughout the majority of the Relevant Period.

193. A summary of the Security Management Service and the policies, processes and procedures that governed its operation during the Relevant Period is set out below. In each section, as requested by the Inquiry, reference is made to relevant sections of the Previous Corporate Statements where appropriate. At the Appendix to this statement, Fujitsu has prepared a table setting out the policies, processes and

²⁴⁴ See, for example, the Service Descriptions for the Reconciliation Service (CS/PRO/111) at §3.17, Engineering Service (CS/SER/005) at §3.8, and Third Line Support Service (CS/SER/009) at §3.14.

procedures it has identified as applying to these services during the Relevant Period.

194. It has been explained to me that, as was the case with the Incident Management Obligations, there was an overlap in the policies, processes and procedures relating to the Privileged Access Obligations under the Codified and Varied and Restated Agreements. For this reason, the summaries set out below are broadly divided into the policies, processes and procedures relating to the Privileged Access Obligations under (i) the Codified and Varied and Restated Agreements, and (ii) the HNG-X Agreements.

Codified and Varied and Restated Agreements

Security Management

195. During the Codified and Varied and Restated Agreements, Fujitsu established the Security Management Service²⁴⁵ to provide security-related activities required for compliance with relevant standards (for example, BS7799 and ISO 27001). These activities included establishing and maintaining an organised security infrastructure and monitoring security-related operations. In relation to the Privileged Access Obligations, contemporaneous documents indicate that Fujitsu developed and/or established the following policies, processes and procedures to establish an organised security infrastructure before the rollout of Legacy Horizon:

²⁴⁵ Security Management Service (CS/SER/016), FUJ00001743 (v 1.0 dated 6 January 2003); FUJ00172022 (v 2.0 dated 2 December 2004); FUJ00232550 (v 3.0 dated 6 March 2006)

- a. Security Policy²⁴⁶, which set out the roles and responsibilities for individuals, teams and bodies in relation to the security function;
- b. Access Control Policy²⁴⁷, which related to a number of requirements and standards (for example, BS7799), and defined the policy for controlling access to Horizon in compliance with the Security Policy, including changes to code or data by application support staff and the use of secure workstation environments. Details relating to the relevant content of the Access Control Policy are provided above. Of relevance, the Access Control Policy provided that all updates to code or data by application support staff required that two staff be present when the change was made and all such changes were to be audited, identifying what had been changed and the individual who made the change.²⁴⁸

²⁴⁶ Pathway Security Policy (RS/POL/002), FUJ00001266 (v 3.0 dated 8 October 1996); FUJ00001294 (v 4.0 dated 30 April 1999); FUJ00232455 (v 5.0 dated 13 November 2000); FUJ00232457 (v 6.0 dated 20 November 2000); FUJ00232499 (v 7.0 dated 28 May 2002); FUJ00001675 (v 8.0 dated 2 September 2002); FUJ00001748 (v 9.0 dated 24 January 2003); FUJ00232542 (v 10.0 dated 11 November 2004); FUJ00232554 (v 11.0 dated 23 June 2006); FUJ00002046 (v 12.0 dated 5 April 2007)

²⁴⁷ Access Control Policy (RS/POL/003), FUJ00117497 (v 1.0 dated 17 April 1997); FUJ00087989 (v 2.0 dated 24 February 1998); FUJ00087993 (v 3.0 dated 18 December 1998); FUJ00088018 (v 4.0 dated 16 July 2002); FUJ00088046 (v 5.0 dated 28 August 2002); FUJ00088087 (v 6.0 dated 8 August 2003); FUJ00088155 (v 7.0 dated 14 April 2005); FUJ00088442 (v 8.0 dated 2 June 2009)

²⁴⁸ See, eg, Access Control Policy (RS/POL/003), FUJ00087993 (v 3.0 dated 18 December 1998) at §8.7.3; FUJ00088018 (v 4.0 dated 16 July 2002); FUJ00088046 (v 5.0 dated 28 August 2002); FUJ00088087 (v 6.0 dated 8 August 2003); FUJ00088155 (v 7.0 dated 14 April 2005); FUJ00088442 (v 8.0 dated 2 June 2009)

- c. Security Functional Specification²⁴⁹, which defined the security functionality and controls incorporated into the POA and Horizon, including, access rights; and
 - d. Security Management Procedures²⁵⁰ (“**Security Procedures**”), which defined the security management procedures to be used by Fujitsu, based on BS7799, including in relation to the use of Privileged Access.
196. The policy, procedure and specification documents provided the basis for the development of further documentation, systems and tools relating to the Privileged Access Obligations, including:
- a. Guidance for relevant Operational Services teams to perform Privileged Access, for example, the support guide for the OpenSSH client, which was used to provide secure access to remotely managed systems, including Horizon counters;²⁵¹
 - b. Processes relating to the use of remote access rights and privileges to remedy errors in transaction data and branch accounts, including the

²⁴⁹ Security Functional Specification (RS/FSP/001), FUJ00087988 (v 3.0 dated 3 December 1997); FUJ00001293 (v 4.0 dated 12 May 1999); FUJ00088024 (v 5.0 dated 23 July 2002); FUJ00088053 (v 6.0 dated 12 September 2002); FUJ00001747 (v 7.0 dated 24 January 2003); FUJ00088143 (v 8.0 dated 23 March 2005); FUJ00088167 (v 9.0 dated 1 February 2006)

²⁵⁰ Security Procedures (RS/PRO/028), FUJ00088004 (v 1.0 dated 10 May 1999)

²⁵¹ OpenSSH Support Guide (DE/SPG/003), FUJ00088082 (v 1.0 dated 30 June 2003); FUJ00088099 (v 2.0 dated 9 October 2003); FUJ00088115 (v 3.0 dated 25 May 2004); FUJ00088140 (v 4.0 dated 9 February 2005); DRS Host Support Guide (NB/MAN/003), FUJ00090719 (v 5.0 dated 13 April 2005)

Operational Change Proposal (“**OCP**”) ²⁵² and Operational Correction Request (“**OCR**”) procedures;²⁵³

- c. Work instructions for Third Line Support staff making changes in the Riposte message stores;²⁵⁴
- d. Requirements definitions relating to user access roles for teams and individuals delivering the relevant Operational Services, which included defining the roles and responsibilities for personnel who required access to the Horizon system;²⁵⁵ and
- e. System design documents for teams and individuals delivering the Operational Services to access Horizon counters and servers.²⁵⁶

²⁵² Customer Service Operational Change Procedure (CS/PRD/019), FUJ00232520 (v 0.1 dated 3 May 2000); FUJ00232537 (v 0.4 dated 20 November 2003); FUJ00232538 (v 0.5 dated 24 February 2004); FUJ00232539 (v 1.0 dated 18 March 2004)

²⁵³ CS Support Services Operations Manual (CS/QMS/004), FUJ00232449 (v 1.0 dated 7 November 2000); FUJ00120446 (v 2.0 dated 29 January 2001)

²⁵⁴ SSC Work Instruction WI1640J, FUJ00152244, dated 29 May 2001

²⁵⁵ Secure Support Role Definitions for SECURENT Build (RS/REQ/023), FUJ00088096 (v 1.0 dated 8 August 2003); FUJ00088104 (v 2.0 dated 18 March 2004); FUJ00088118 (v 3.0 dated 22 July 2004); FUJ00088132 (v 4.0 dated 4 December 2004); FUJ00088178 (v 5.0 dated 25 May 2006); FUJ00088208 (v 6.0 dated 30 May 2007); Group Definitions for the Secure NT Build (RS/REQ/016), FUJ00232444 (v 1.0 dated 4 November 1999); FUJ00232445 (v 2.0 dated 30 January 2000); FUJ00232447 (v 3.0 dated 18 October 2000); FUJ00232472 (v 4.0 dated 6 February 2001); FUJ00232477 (v 5.0 dated 5 June 2001); FUJ00232487 (v 6.0 dated 14 January 2002)

²⁵⁶ Secure Support System Outline Design (SY/SOD/009), FUJ00088036 (v 1.0 dated 2 August 2002); Platform Physical Design for the Secure Access Server (SD/DES/224), FUJ00088064 (v 1.0 dated 24 October 2002)

The HNG-X Agreements

Security Management

197. During the HNG-X Agreements, the Security Management Service²⁵⁷ continued to provide security-related activities required for compliance with relevant standards, which were ISO 27001 during this period. In relation to the Privileged Access Obligations, these activities were to be carried out in accordance with policy and procedure documents formulated specifically for HNG-X, including:

- a. Information Security Policy,²⁵⁸ which came to replace the Access Control Policy;
- b. Information Security Management System (ISMS) Manual, which provided a high-level overview of the approach and framework used within Fujitsu to implementing, maintaining and monitoring information security; and²⁵⁹
- c. Additional guidance for relevant Operational Services teams for software tools used to perform remote access functions in HNG-X, for example the

²⁵⁷ Security Management Service (SVM/SDM/SD/0017), FUJ00088180 (v 1.0 dated 24 August 2006); FUJ00088337 (v 2.0 dated 31 December 2008); FUJ00088683 (v 3.0 dated 15 October 2010); FUJ00088869 (v 4.0 dated 4 December 2013); FUJ00088897 (v 5.0 dated 4 April 2014); FUJ00089152 (v 6.0 dated 21 May 2015); FUJ00232973 (v 8.0 dated 23 April 2023); FUJ00235003 (v 9.0 dated 25 September 2023)

²⁵⁸ RMGA Information Security Policy (SVM/SEC/POL/0003), FUJ00002070 (v 1.0 dated 25 July 2008); FUJ00232606 (v 2.0 dated 5 August 2008); FUJ00002073 (v 3.0 dated 20 October 2008); FUJ00088338 (v 4.0 dated 12 February 2009); FUJ00088496 (v 5.0 dated 15 September 2009); FUJ00088874 (v 6.0 dated 23 January 2014)

²⁵⁹ ISMS Manual (SVM/SEC/MAN/0003), FUJ00232604 (v 1.0 dated 30 April 2008); FUJ00232619 (v 2.0 dated 21 July 2010); FUJ00232652 (v 3.0 dated 21 December 2012); FUJ00232654 (v 4.0 dated 29 January 2014); FUJ00232655 (v 5.0 dated 30 April 2014)

Host Branch Database Support Guide, which provided guidance for the SSC to use the Transaction Correction Tool in the Branch Database (“**BRDB**”).²⁶⁰

198. While I do not have specific first-hand knowledge of the detailed technical operation of Privileged Access to Horizon during the Relevant Period, I have been made aware that former members of the SSC have given evidence to the Inquiry acknowledging that (i) certain documented processes and/or procedures relating to Privileged Access contained inaccuracies, (ii) it was possible for the SSC not to follow the documented processes and/or procedures relating to Privileged Access without detection, (iii) not all actions undertaken using Privileged Access were audited and/or auditable during certain times within the Relevant Period, and (iv) it was possible for errors to be made while using Privileged Access that could impact financial data relating to a Post Office branch. I have also been made aware

²⁶⁰ Host Branch Database Support Guide (DES/APP/SPG/0001), FUJ00088549 (v 1.0 dated 29 October 2009); FUJ00088730 (v 2.0 dated 3 February 2011); FUJ00088797 (v 3.0 dated 21 September 2011); FUJ00088806 (v 4.0 dated 20 February 2012); FUJ00088836 (v 5.0 dated 21 June 2013); FUJ00089047 (v 6.0 dated 15 January 2015); FUJ00089100 (v 7.0 dated 20 February 2015); FUJ00089112 (v 8.0 dated 15 April 2015); FUJ00089181 (v 9.0 dated 25 August 2015); FUJ00089219 (v 10.0 dated 14 December 2015); FUJ00089545 (v 11.0 dated 3 January 2017); FUJ00089585 (v 12.0 dated 26 April 2017); FUJ00089606 (v 13.0 dated 16 August 2017); FUJ00089621 (v 14.0 dated 2 October 2017); FUJ00089676 (v 15.0 dated 15 January 2018); FUJ00234948 (v 16.0 dated 14 May 2018); FUJ00234949 (v 17.0 dated 27 June 2019); FUJ00234950 (v 18.0 dated 16 October 2019); FUJ00234951 (v 19.0 dated 27 March 2020); FUJ00234952 (v 20.0 dated 16 April 2020); FUJ00234953 (v 21.0 dated 11 December 2020); FUJ00234954 (v 22.0 dated 28 January 2021); FUJ00234955 (v 23.0 dated 23 July 2021); FUJ00234956 (v 24.0 dated 29 July 2022); FUJ00234957 (v 25.0 dated 1 September 2022); FUJ00234958 (v 26.0 dated 9 May 2024); DRS Host Support Guide (DEV/APP/SPG/0028), FUJ00088546 (v 1.0 dated 28 October 2009); FUJ00234959 (v 2.0 dated 10 June 2013); FUJ00089073 (v 3.0 dated 21 January 2015); FUJ00234960 (v 4.0 dated 18 July 2016); FUJ00089582 (v 5.0 dated 19 April 2017); FUJ00234961 (v 6.0 dated 24 December 2019); FUJ00234962 (v 7.0 dated 30 March 2020); FUJ00234963 (v 8.0 dated 1 September 2022); FUJ00234964 (v 9.0 dated 20 June 2023); POA User Access Procedure (SVM/SEC/PRO/0012), FUJ00235010 (v 1.0 dated 27 July 2009); FUJ00089673 (v 11.0 dated 7 November 2017); FUJ00235011 (v 12.0 dated 18 January 2019); FUJ00235012 (v 14.0 dated 19 August 2020); FUJ00235013 (v 15.0 dated 18 October 2021); FUJ00235014 (v 16.0 dated 1 September 2022); FUJ00235015 (v 17.0 dated 17 March 2023); FUJ00235016 (v 18.0 dated 20 June 2023); FUJ00235017 (v 19.0 dated 23 August 2023); FUJ00235018 (v 20.0 dated 3 November 2023); POA Privileged Account Policy (SVM/SEC/POL/4538), FUJ00235007 (v 1.0 dated 28 July 2022); FUJ00235008 (v 2.0 dated 23 March 2023); FUJ00235009 (v 3.0 dated 15 January 2024); FUJ00243144 (v 4.0 dated 23 May 2024)

of contemporaneous external audits that raised concerns in relation to Privileged Access in 2011, 2012 and 2017.²⁶¹

Changes to the use of access rights and privileges

199. During the first quarter of 2022, POL requested weekly reports from Fujitsu on all access made by Fujitsu support teams to POL branch counter systems.²⁶² The report was to be shared by Fujitsu SecOps via HORIce each week and contain various details of each instance of remote access, including the date and time of the access.²⁶³ Under approved CWO0574,²⁶⁴ weekly reports were due to be delivered across a 3-month period.²⁶⁵ Under CCN 1718, it was agreed that the provision of the report would continue as part of the Security Management Service.²⁶⁶
200. Fujitsu also considered access rights to non-BRDB databases at this time and raised CP2831/CP7388 (Refinement of access rights to non-BRDB databases).²⁶⁷ CP2831/CP7388 was submitted in January 2022²⁶⁸ with the intention to change all non-BRDB default privileges for Third Line Support staff to “*read only*”, with validated logging required to perform approved write-access changes (e.g., contractual tasks such as reconciliation and Operational Business Change, or

²⁶¹ See, for example, FUJ00086945, FUJ00086969, FUJ00086970 and FUJ00087227.

²⁶² CWO No. 0574, FUJ00232844, raised on 1 March 2022

²⁶³ CWO No. 0574, FUJ00232844, raised on 1 March 2022

²⁶⁴ FUJ00232846, dated 14 March 2022

²⁶⁵ CWO No. 0574, FUJ00232844, raised on 1 March 2022; Change Proposal CP2851/7408, FUJ00232827, raised on 21 February 2022

²⁶⁶ FUJ00233140, raised on 25 May 2022

²⁶⁷ Refinement of Access Rights to Oracle Databases (ARC/SOL/PSD/4429), FUJ00232848 (v 1.0 dated 31 March 2022)

²⁶⁸ FUJ00232819, dated 18 January 2022; FUJ00232820

other POL pre-approved system fixes as documented in the 'Horizon Data Changes Process Work Instruction' (with internal reference SVM/SDM/PRO/4293), the "**Data Changes Work Instruction**".²⁶⁹ The CPs also sought to ensure that all human user actions taken against the non-BRDB databases were fully logged and written to the Audit Archive.²⁷⁰

201. Pursuant to CP2876/CP7433 (Standardise Database Logging Configurations),²⁷¹ in November 2022, the auditing of all human database actions was further revised to include the BRDB.

Changes to APPSUP

202. On 18 October 2016 under MSC 043J0451867, Fujitsu removed the default privilege APPSUP role from user access on BRDB and made it an on-demand, pre-approved and controlled allocation of temporary rights.²⁷² This is documented in the Data Changes Work Instruction (SVM/SDM/PRO/4293).
203. Further, in May 2021, Fujitsu implemented a new jointly defined and agreed process with POL for APPSUP usage.²⁷³ The Data Changes Work Instruction describes all scenarios under which Fujitsu may be required to amend live data.

²⁶⁹ FUJ00232989 (v 1.1 dated 1 August 2023); FUJ00232991 (v 2.0 dated 11 August 2023); FUJ00234990 (v 3.0 dated 3 May 2024)

²⁷⁰ FUJ00232820

²⁷¹ Standardise Database Logging Configurations (ARC/SOL/PSD/4703), FUJ00232864 (v 1.0 dated 8 November 2022)

²⁷² FUJ00232670

²⁷³ Data Changes Process Work Instruction (SVM/SDM/PRO/4293), FUJ00232719 (v 0.1 dated 28 June 2021)

204. Following these changes, Fujitsu revised the documentation of the process for granting the APPSUP role and how the approvals and evidence of actions would be recorded. The processes around the temporary granting of the APPSUP role were defined in Fujitsu's Data Changes Work Instruction and have been further updated in 2022, 2023 and 2024.²⁷⁴

Transaction Correction Tool

205. On 13 May 2021, Fujitsu decommissioned the Transaction Correction Tool, with the approval and involvement of POL, under Release 21.51.²⁷⁵ The Transaction Correction Tool (also known as BRDBX015) provided “*a packaged and audited interface to run defined data correction scripts. This tool allows the Fujitsu SSC to insert balancing records to transactional, accounting, or stock tables in the BRDB. The tool was created as making data amendments is highly complex, requiring many parts of the system to be amended concurrently to ensure data integrity and avoid errors*”.²⁷⁶

Current Position

206. Further to the changes described above, the process currently followed by Fujitsu support staff when using Privileged Access is set out in the Data Changes Work Instruction.²⁷⁷

²⁷⁴ FUJ00232854 (v 1.0 dated 1 August 2022); FUJ00232989 (v 1.1 dated 1 August 2023); FUJ00232991 (v 2.0 dated 11 August 2023); FUJ00234990 (v 3.0 dated 3 May 2024)

²⁷⁵ POA Improvements Log (WIP), FUJ00232995 (v 0.11 dated 4 September 2023)

²⁷⁶ POL00030526, dated 12 February 2021

²⁷⁷ Horizon Data Changes Process Work Instruction (SVM/SDM/PRO/4293), FUJ00234990 (v 3.0 dated 3 May 2024)

207. I understand from the RA Report that “*APPSUP is not used to correct branch balance discrepancies or to amend financial transactions. Corrections relating to branch balance discrepancies are performed by POL using the POL Transaction Correction Process. APPSUP is used for non-balance impacting actions (such as stock unit associations, emergency branch opening, or monthly tidying of despatch reports). Some APPSUP actions can indirectly lead to a balance impact (such as deleting a corrupt recovery message that is causing a logon loop). Where an action being taken by Fujitsu using APPSUP could lead to a balance impact, it is POL that decide if any balance discrepancy correction is required with the branch and it is POL that take any corrective action required.*”²⁷⁸

MONITORING COMPLIANCE WITH THE RELEVANT OBLIGATIONS

208. In the Request, the Inquiry has asked what, if any, internal or external measures were put in place to monitor Fujitsu’s compliance with the Relevant Obligations during the Relevant Period, including any changes that have been made to these measures since 17 December 2019.

209. Fujitsu understands that its compliance with the Relevant Obligations has been monitored primarily using the following:

- a. Review and management forums involving Fujitsu and POL relating to the performance of Horizon services, including the Service Management Review Forum (noted above), as well as Operational Review Forums (“**Operational**

²⁷⁸ POL00030527, 26 February 2021

Review Forums") and the HDR Forum, which are explained below. These forums were supported by (i) dedicated services within Fujitsu responsible for monitoring and/or reporting on the performance of Horizon services, notably the Service Management Service (paragraphs 86 to 100 above) and the Management Information Service (paragraphs 113 to 127 above), and (ii) applications, such as HORice,²⁷⁹ to monitor compliance;

- b. Contract governance reviews; and
- c. Internal and external audits conducted in accordance with relevant BSI, ISO, Information Technology Infrastructure Library ("ITIL") and Industry Standard Audit Methodology ("ISAE") standards, as described in more detail at paragraph 220 below.

Service management and operational review forums

Service Management Review Forum

210. As noted above at paragraphs 88 to 91, Fujitsu's performance was reported and monitored in accordance with the governance framework established by the Horizon contract. The Service Management Review Forum formed part of this governance framework, and was ostensibly responsible for monitoring, evaluating and discussing service and operational issues.

²⁷⁹ For example, on 19 October 2020, Fujitsu observed an internet connectivity issue affecting network traffic. The issue was affecting all Fujitsu POA services using the internet. The Fujitsu Network Operations Centre Major Incident Management Team investigated the issue. Fujitsu POA raised multiple high priority incidents for the affected services from 4:28pm. Around 5:30pm, the connection began to be restored and affected services started to recover. The SMC monitored the recovery using HORice; FUJ00232704

211. As noted in paragraphs 88 to 97 above, the Service Management Review Forum was a monthly meeting attended by representatives of Fujitsu and POL during the Relevant Period. Its composition, role and responsibilities under the Varied and Restated Agreements were set out as follows:

- a. *“Review performance against contracted service levels and agree remedies payable (if any)”*;
- b. *“Track MTBF [Mean Time Between Failure]’ rates, review operational reliability of Branch Infrastructure and consider/recommend remedial courses of action (e.g., full or partial technological refresh or service level relief)”*;
- c. *“Resolve operational issues including, but not limited to those arising from non-conformance to contracted service levels”*;
- d. *“Release Authorisation: agree the criteria and processes by which releases would be authorised for release into field trial or live operation and carry out readiness reviews accordingly”*;
- e. *“Ensure continuous improvement in the ongoing/steady state/business as usual Service Management environment”*;
- f. *“Review of future change plans to ensure live environment is adequately prepared”*;
- g. *“Capacity management”*; and

h. *“Monitor and review operations of Operational Business Change processes”*.²⁸⁰

212. According to the Varied and Restated Agreements, attendees from POL would include the Head of Network Support, the Supplier and Service Performance Manager, and the Commercial Manager. Fujitsu attendees would include the Customer Service Director and the Infrastructure Service Manager.²⁸¹ I also understand from the POA that the stated purpose and attendees of the Service Management Review Forum (by reference to their roles) did not change during the period Legacy Horizon was operational.²⁸²

213. It appears that by October 2010, the format of the Service Management Review Forum changed.²⁸³ At least by 2013, the Service and Commercial Review was discharging similar functions to the Service Management Review Forum. Its terms of reference are recorded as being:

a. *“Ensuring continuous improvement in the service management environment through pro-active management.”*

²⁸⁰ FUJ00000074, Schedule 4, p. 13

²⁸¹ See, for example, FUJ00000074, Schedule 4, pp. 12–13

²⁸² FUJ00000087 (v 2.0 dated 6 August 2003); FUJ00000079 (v 3.0 dated 5 November 2003); FUJ00000080 (v 4.0 dated 26 August 2004); FUJ00000081 (v 5.0 dated 5 July 2005); FUJ00000082 (v 6.0 dated 30 November 2005); FUJ00000083 (v 7.0 dated 15 August 2006) (in each case at Schedule 4)

²⁸³ Email from L. Brown to T. Atkinson, L. Machin, S. Bothick and others, FUJ00232620, dated 1 October 2010

- b. *“Reviewing Operational Services performance, including against agreed Service Levels and agreeing remedies payable (if any) in accordance with the relevant terms of this Agreement.”*
- c. *“Reviewing network performance.”*
- d. *“Reviewing operational reliability of Infrastructure, tracking MTBF rates and considering/recommending remedial courses of action (e.g., full or partial technological refresh or Service Level relief).”*
- e. *“Resolving operational issues including, but not limited to, those arising from non-conformance to agreed Service Levels.”*
- f. *“Reviewing future change plans to ensure the live environment is prepared for Operational Services.”*
- g. *“Capacity management in relation to Service Management Services.”*
- h. *“Monitoring Operational Business Change processes.”*²⁸⁴

214. As noted above at paragraphs 91, 120 and 124, the primary input into the Service Management Review Forum was the Service Management Report, which was a report prepared by the Management Information Service that reported on the performance of certain Operational Services provided under the Horizon contract.²⁸⁵ As with the review and reporting framework, the precise structure and

²⁸⁴ FUJ00174800

²⁸⁵ Fujitsu was required to *“prepare the necessary reports for discussion”* at the Service Management Review Forum meetings. Management Information Service (CS/SER/015), FUJ00120479 (v 1.0 dated 20 December 2002), FUJ00001910 (v 2.0 dated 18 November 2004), FUJ00001965 (v 3.0 dated 8 July 2005)

content of the Service Management Report changed during the Relevant Period. Based on the contemporaneous documents that have been identified to date, there appears to have been three major iterations of the Service Management Report, which were titled as follows:

- a. 'Service Review – Performance Statistics', which appear to have been produced between 1997 and 2002;²⁸⁶
- b. 'Service Review Book', which appear to have been produced between 2002 and 2010;²⁸⁷ and
- c. 'Service Management Review / Service & Commercial Review' meeting packs, which comprised of multiple documents and appear to have been produced from 2010 onwards.²⁸⁸

215. Whilst the content and format of the Service Management Reports changed during the Relevant Period, the Service Management Reports do seem from the available records to have been produced and circulated in advance of the monthly Service Management Review Forum meeting and typically contained information, data and statistics in relation to the performance of the Operational Services, including in relation to Service Level Agreements/Targets, problem and incident management,

²⁸⁶ See, for example, FUJ00058221 and FUJ00058213, and other documents disclosed to the Inquiry with internal reference CS/PER/013

²⁸⁷ See, for example, FUJ00152273 and FUJ00152276, and other 'Service Review Books' previously disclosed by Fujitsu to the Inquiry with internal reference CS/PER/045

²⁸⁸ See, for example, FUJ00232625, FUJ00232626 and FUJ00232627, each of which are attachments to FUJ00232624; and FUJ00232637, FUJ00232638 and FUJ00232639, each of which are attachments to FUJ00232636

call volumes to the Service Desk and business management issues (e.g., BIMS reports).²⁸⁹

Operational Review Forums

216. The Service Management Review Forum was supported by monthly Operational Review Forums that were each responsible for reviewing the performance of a specific service and any related operational issues, including relevant Service Level Agreements and operational level agreements.²⁹⁰
217. I understand that the Operational Review Forums were typically attended by representatives of Fujitsu and POL,²⁹¹ who were expected to (i) report on the overall performance of the specific part of the service, (ii) identify and record associated risks, issues and problems with the service, (iii) offer informed opinions on the service which could be escalated and understood by the Service Management Review Forum, and (iv) deliver delegated and/or escalated actions and ensure results were communicated to the Service Management Review forum.²⁹²
218. Based on the contemporaneous documents identified to date, there were several Operational Review Forums that reported to the Service Management Review

²⁸⁹ See, for example, FUJ00152274, FUJ00225029 and FUJ00232673.

²⁹⁰ Post Office Account Governance Review, FUJ00174800, dated 2 August 2013, p. 7; See, also, the 'Service Level Management High Level Process Description', FUJ00232448 (v1.1 dated 20 October 2000 FUJ00232448, and 'OBC Branch Operational Review Terms of Reference' (v 0.4 dated 17 September 2008). Both of these documents appear to have been authored by POL and contain diagrams showing the structure and reporting of the Operational Review Forums, FUJ00232448

²⁹¹ FUJ00174800, p. 7

²⁹² Service Management High Level Process Description, FUJ00232448, dated 20 October 2000

Forum, including the (i) Helpdesk Forum, (ii) Problem Management Operational Review Forum, and (iii) Incident Review and Exception BIMS Forum.²⁹³

Other joint customer review meetings

219. In addition to the Service Management Review Forum and Operational Review Forums noted above, I understand from the POA that Fujitsu and POL have more recently established joint customer review meetings to allow for additional and more frequent management of the Operational Services, which include (i) a 'Weekly Priority Call', which was established in December 2021 and ended in December 2023, and (ii) a 'Hot Topics' forum, which was established in August 2022.²⁹⁴ These forums are not required under the HNG-X Agreements.

Internal and External Audits

220. In addition to the forums noted above at paragraphs 208 to 218, it has been explained to me that Fujitsu's compliance with the Relevant Obligations were monitored through internal and external audits conducted to the following industry standards:

- a. ISO 9001, which concern 'general quality';
- b. BS7799, ISO 17799 and ISO 27001, which concern security;

²⁹³ For examples of minutes of an Operational Review Forum, see, FUJ00119973. For examples of reports to the Service Management Review Forum see, FUJ00119974, FUJ00232476, FUJ00232498, FUJ00232494, FUJ00232448

²⁹⁴ See, for example, FUJ00233142

- c. BS 1500 and ITIL, which concern problem and incident management; and
- d. ISAE 3402, which concern financial statements and reporting, and associated processes.

221. The standards listed above at paragraph 220 appear to cover a wide range of topics, however, those most pertinent to the Relevant Obligations appear to include:

- a. Security, incident and problem management;²⁹⁵
- b. Security awareness training;²⁹⁶
- c. Privilege management;²⁹⁷
- d. Quality management;²⁹⁸ and
- e. Customer service.²⁹⁹

²⁹⁵ See, for example, Assessment Control Page, FUJ00080712, dated 22 March 2004; Assessment Control Page, FUJ00080799, dated 1 February 2009; Local Security Audit Report – Networks – 2009, FUJ00080805 (v 1.0 dated 18 August 2009)

²⁹⁶ See, for example, Bureau Veritas Certification External Assessment Report, FUJ00080632, dated 15 November 2013

²⁹⁷ See, for example, Assessment Control Page, FUJ00080630, dated 7 August 2013; Assessment Control Page, FUJ00080645, dated 20 April 2017

²⁹⁸ Examples of monthly reports on quality management across RMGA/POA dated between April 2011 and March 2017 include: FUJ00080831 (v 5.1 2011-06 dated 28 June 2011); FUJ00080842 (v 2011-10.0 dated 21 November 2011); FUJ00080950 (v 2016-12 dated 2 February 2017)

²⁹⁹ Quality Management Report (December 2016) (PGM/PAS/REP/0798), FUJ00080950 (v 2016-12 dated 2 February 2017); Assessment Control Page, FUJ00080737, dated 4 October 2005

222. For example, on 20 August 2020, POL wrote to Fujitsu to request an audit of the Horizon services.³⁰⁰ It was agreed that Fujitsu would prepare a set of audit reports. From January to March 2021, Fujitsu delivered six reports on its working practices:
- a. 'SDLC Report' (with internal reference COM/MGT/REP/4168);³⁰¹
 - b. 'Testing & QA Report' (with internal reference COM/MGT/REP/4166);³⁰²
 - c. 'The BED Current Process Report' (with internal reference COM/MGT/REP/4184);³⁰³
 - d. The 'RA [Remote Access] Report' (with internal reference COM/MGT/REP/4165);³⁰⁴
 - e. 'HNGA Robustness (Service Delivery Metrics) Report' (with internal reference COM/MGT/REP/4167);³⁰⁵ and
 - f. 'The BED Report (29 BED as identified by Fraser J)' (with internal reference COM/MGT/REP/4169).³⁰⁶

³⁰⁰ Letter from T. Jowett to W. Warham titled "Re: Horizon Audit", FUJ00232700

³⁰¹ SDLC Report, FUJ00232715 (v 1.0 dated 29 January 2021)

³⁰² Testing & QA Report, FUJ00232714 (v 1.0 dated 29 January 2021)

³⁰³ POL00030527, dated 26 February 2021

³⁰⁴ POL00030526, dated 12 February 2021

³⁰⁵ HNGA Robustness (Service Delivery Metrics) Report, FUJ00232717 (v 1.0 dated 12 March 2021)

³⁰⁶ POL00030528, dated 22 February 2021

Contract Governance Reviews

223. Fujitsu conducts reviews of the governance of the Horizon contracts regularly, including in January 2021,³⁰⁷ June 2022,³⁰⁸ and September 2022.³⁰⁹ As a result of such reviews, Schedule A2 (Relationship and Governance) was updated in July 2023,³¹⁰ and Fujitsu has mapped its contractual requirements to ensure compliance with its obligations, including updating details of the HDR in Schedule A2 (Relationship and Governance).³¹¹ Changes to Schedule A2 (Relationship and Governance) are discussed with POL at monthly contractual governance review meetings, attended by, amongst others, Daniel Walton; an example of which is appended to this corporate statement.³¹²

FINANCIAL PENALTIES

224. The Request further asks whether Fujitsu incurred any financial penalties between 1 January 2000 and 16 December 2019 as a result of non-compliance with the Relevant Obligations.

225. The contractual structure pursuant to which liability for financial compensation could be incurred by Fujitsu during this period is set out below. I understand that this contractual structure is not limited to the Relevant Obligations, and liability for

³⁰⁷ Schedule A2 - Relationship and Governance, FUJ00232818 (updated January 2021)

³⁰⁸ Schedule A2 - Relationship and Governance, FUJ00232851 (updated June 2022)

³⁰⁹ Schedule A2 - Relationship and Governance, FUJ00232986 (updated September 2022)

³¹⁰ FUJ00232984

³¹¹ Horizon Defects Review Terms of Reference, FUJ00232985 (v 3.2 dated 3 January 2023)

³¹² FUJ00232990

financial compensation could be incurred by Fujitsu in relation to other contractual provisions which fall outside the subject-matter of this corporate statement.

226. Where liability was incurred by Fujitsu, it appears that payment was generally made by way of credit note, which would be offset against the charges payable by POL. While Fujitsu has identified a number of documents relating to the provision of credit notes to POL, which have been provided to the Inquiry with this corporate statement, I understand there are limitations to this data. In particular, (i) Fujitsu's financial records relating to the Post Office account prior to 2003 do not appear to be complete, (ii) in some instances, the records held appear to be duplicative and it is not possible to identify which is the final version without a forensic accounting investigation and also supporting witness evidence, and (iii) as indicated above, it is not the case that all credit notes relate to the payment of financial compensation for non-compliance with the Relevant Obligations. As a result, it has not been possible in the time available to identify from the available documentation, for each credit note, the specific incident which gave rise to the credit note or whether these incidents related to non-compliance with the Relevant Obligations.

CONTRACTUAL OBLIGATIONS RELEVANT TO FINANCIAL PENALTIES

227. The provision of services by Fujitsu under the Horizon contract was measured against 'Service Levels' and 'Service Level Agreements', defined as "*quantified and measurable*" standards.³¹³ To the extent relevant thresholds within certain

³¹³ Codified Agreement, Schedule A01 (Interpretation); Varied and Restated Agreements, Schedule 1 (Interpretation); HNG-X Agreements, Schedule 1 (Interpretation)

'Service Levels' and 'Service Level Agreements' were not met, POL was entitled to liquidated damages. Further detail regarding POL's entitlement to liquidated damages in respect of the Operational Services most relevant to the Incident Management Obligations and Privileged Access Obligations is set out in the Appendix to this corporate statement.

The Codified Agreement (28 July 1999 to 30 December 2002)³¹⁴

228. The main contractual provisions in the Codified Agreement relating to the payment of compensation by Fujitsu to POL where the provision of services fell below applicable Service Levels included clause 802 (Service Credits and Delay). Clause 802 noted that, in the event that Service Levels in respect of services specified in the clause were not achieved, Fujitsu was required to (i) credit POL with Service Credits (defined as "*Payment, discount or credit given by the Contractor to [POL] resulting from a delay in provision of POCL Services, or from POCL Services' failure to meet the required Service Levels*")³¹⁵ as an adjustment to the charges payable by POL under the Codified Agreement, or (ii) pay POL liquidated damages. The calculations for Service Credits and liquidated damages were set out in the relevant Schedules. The services specified in clause 802 do not appear to relate to the Relevant Obligations.

229. In addition to the above, pursuant to clauses 210.2 and 301.10.2 of the Codified Agreement, Fujitsu bore responsibility for the costs of further releases "*from time*

³¹⁴ Defined terms contained within this section that are not defined within this corporate statement take the meanings given to them in the Codified Agreement

³¹⁵ Codified Agreement, p. 18 (Interpretation)

to time as necessary to remedy defects in the provision of the contractual services.

Varied and Restated Agreements (31 December 2002 to 15 August 2006)³¹⁶

230. Fujitsu was also required under the Varied and Restated Agreements to compensate POL for loss or damage incurred as a result of the provision of services by Fujitsu falling below applicable Service Levels. The relevant provisions are identified below:

- a. Clause 9.2.4: Provided that *“the Services shall be performed in accordance with all applicable service levels”*. The applicable Service Levels were contained in Schedule 15.
- b. Clause 29 – Liquidated Damages and Post Office Additional Cost: In the event that Fujitsu’s services failed to meet the Service Levels contained in Schedule 15, Fujitsu was required to pay POL liquidated damages (*“a reasonable and genuine pre-estimate of the loss likely to be suffered”*) by POL per clause 29.4) and ‘Post Office Additional Costs’ (as defined in Schedule 15) in the form of credit notes. Liquidated damages were *“a reasonable and genuine pre-estimate of the loss likely to be suffered”* by POL (clause 29.4).
- c. Schedule 15 (Service Levels and Remedies): Schedule 15 described three Service Level thresholds:

³¹⁶ Defined terms contained within this section that are not defined within this corporate statement take the meanings given to them in the Varied and Restated Agreements

- (i) the level of service (“Service Level Target” or “**SLT**”) required from Fujitsu by POL. Not all SLT failures gave rise to payment of liquidated damages.
- (ii) the level of service which, if not achieved by Fujitsu, gave rise of payment of liquidated damages by Fujitsu (the “Liquidated Damages Threshold” or “**LDT**”)
- (iii) The level of service (below the SLT and the LDT) which, if not achieved, would give rise to payment by Fujitsu of Post Office Additional Costs or liquidated damages (Additional Remedy Level (or “**ARL**”). Post Office Additional Costs were defined in Schedule 1 as *“in respect of the ARL failure in question, [POL]’s reasonable additional direct costs and expenses arising as a result of that ARL failure including, without limitation, [POL]’s additional direct staff, help desk and telephone costs”*).

All Service Levels were to be monitored on a weekly and monthly basis, and failure to meet Service Levels were required to be reported by Fujitsu to POL in a Service Review Book. The Annexes to Schedule 15 defined Service Level thresholds for the following groups of services:

- (i) Support Desk Services³¹⁷ (this included the following Operational Services: Engineer Service; Horizon Helpdesk Services and Technical Service Desk Service);
- (ii) Data Delivery Services;³¹⁸
- (iii) Banking Services;³¹⁹ and
- (iv) Miscellaneous Services (including Data Errors).³²⁰

231. The calculation of credit notes in respect of the abovementioned Service Levels is set out in the Annexes to Schedule 15.

232. In addition to the above, pursuant to clause 6.2 of the Varied and Restated Agreements, Fujitsu “*may issue further Releases of Software...from time to time as necessary to remedy defects in the provision of*” the contractual services. Clause 10 of the Varied and Restated Agreements defined the Charges payable by POL in relation to the services provided by Fujitsu. It is unclear without exhaustively examining what comprised the Charges whether the costs of such releases were required to be borne by Fujitsu or POL. Fujitsu intends to continue its analysis of the Charges to ascertain this information for the Inquiry but regrettably this analysis has not been completed at the time of preparing this corporate statement.

³¹⁷ Varied and Restated Agreements, Schedule 15, Annex 1

³¹⁸ Varied and Restated Agreements, Schedule 15, Annex 2

³¹⁹ Varied and Restated Agreements, Schedule 15, Annex 3

³²⁰ Varied and Restated Agreements, Schedule 15, Annex 4

HNG-X Agreements (15 August 2006 to 31 December 2019)³²¹

233. The HNG-X Agreements also contained obligations for Fujitsu to compensate POL for loss or damage incurred as a result of the provision of 'HNG-X Services' by Fujitsu falling below applicable Service Levels. The relevant provisions are identified below:

- a. Clause 17 – Service Levels: The HNG-X Services provided by Fujitsu were to achieve the Service Levels in Schedule C1 (Service Level Principles and Remedies).
- b. Clause 18 (Service Level Remedies): In the event that the Services failed to meet the Service Levels in Schedules C1 or B4.4 (Existing Service Levels), Fujitsu was required to pay POL liquidated damages (in the form of credit notes, unless POL directed otherwise) calculated in accordance with Schedule C1 or Schedule B4.4.
- c. The specified HNG-X Services to which financial compensation applied under Schedules C1 and B4.4 included:
 - (i) Support Desk Services (This included the following Operational Services: Engineer Service; Horizon Helpdesk Services and Technical Service Desk Service);³²²

³²¹ Defined terms contained within this section that are not defined within this corporate statement take the meanings given to them in the Varied and Restated Agreements

³²² HNG-X Agreements, Schedule B4.4, Annex 1

(ii) Data Delivery Services;³²³

(iii) Banking Services;³²⁴ and

(iv) Miscellaneous Services.³²⁵

d. As under the Varied and Restated Agreements, all levels of HNG-X Services were to be monitored on a weekly and monthly basis, and failure to meet Service Levels was required to be reported by Fujitsu to POL by means of a Service Review Book (Schedule B4.4).

234. In addition to the above, pursuant to clause 12.2 of the HNG-X Agreements, Fujitsu “may issue further Releases of Software...from time to time as necessary to remedy defects in the provision of” the contractual services. Clause 21 of the HNG-X Agreements defined the Charges payable by POL in relation to the services provided by Fujitsu. It is unclear without exhaustively examining what comprised the Charges whether the costs of such releases were required to be borne by Fujitsu or POL. Fujitsu intends to continue its analysis of the Charges to ascertain this information for the Inquiry but regrettably this analysis has not been completed at the time of preparing this corporate statement.

LIQUIDATED DAMAGES MECHANISMS

235. In the course of preparing this corporate statement, Fujitsu has identified mechanisms, set out in paragraphs 237 to 262 below, which exemplify some of the

³²³ HNG-X Agreements, Schedule B4.4, Annex 2

³²⁴ HNG-X Agreements, Schedule B4.4, Annex 3

³²⁵ HNG-X Agreements, Schedule B4.4, Annex 4

ways in which liability for liquidated damages were incurred and/or reported to POL during the period 1999 to 2019. Details are provided below by way of example (with references to supporting documentation) of specific incidents giving rise to the payment of compensation, the process for agreeing with POL the quantum of such compensation and the payment of that compensation.

236. In addition to the below, the Inquiry is referred to paragraphs 60 to 63 of the Third Corporate Statement regarding the commercial resolution and closure of PinICL PC0066318.

Service Levels

237. It follows from paragraphs 227 to 233 above that, under the Horizon contract, (i) if the level of service provided by Fujitsu fell below the agreed threshold in respect of certain services, Fujitsu would be liable to pay liquidated damages to POL, (ii) payments for liquidated damages where the relevant Service Level thresholds were not met were to be in the form of credit notes, unless otherwise elected by POL, and (iii) the calculation of liquidated damages was dependent on the particular service being provided. Where applicable, the relevant contractual provisions relating to the payment of liquidated damages for non-compliance with the Relevant Obligations are set out in the Appendix to this corporate statement.
238. As set out in paragraphs 88 to 91 and 209 to 217 of this corporate statement, Fujitsu's performance against Service Levels was reported in the Service Management Report, which fed into the Service Management Review Forum. In some cases, this included an update on penalties incurred by Fujitsu.

239. For example, the Service Management Report for March 2003 referred to penalties incurred in respect of the Engineering Service. For reference, the SLTs in respect of the Engineering Service for which liquidated damages applied at this point in time were set out in paragraph 2.1 of Annex 1 to Schedule 15 of the Varied and Restated Agreements. The Service Review Book for March 2003 stated that “[t]he *Engineering service penalties have decreased dramatically this month (circa £24,000) All local, intermediate and remote Service Level Targets for both A and B priority calls were met in March, and the Engineering Service also achieved at least 97.9% on all penalty thresholds in all categories. The time to repaired target was failed however (average 29% of downtime, against 24.5% of time allowed*”.³²⁶
240. By way of further example, the minutes of the Service Management Review Forum held on 22 November 2000 record discussion of various payments and reporting of remedies: “*Liz Tuddenham explained that PON is now in a position to agree March Hardware and Netware figures of £51091.90 and confirmed that the BIMS figure for the quarter ending August 2000 is agreed as £27900.00. Paul Westfield expressed concern about the time taken to clear the backlog and Liz explained that an adjustment factor principle has now been agreed which should speed up the resolution of these figures. Richard Brunskill and Liz Tuddenham agreed to work closely to get the remedies standardised and sorted out. After some discussion it was agreed to issue a credit note for the quarter ending August 2000 subject to any adjustments, by either PON or ICL Pathway, arising from the checking of remedies. (see AP001107). Richard also produced a summary report*

³²⁶ FUJ00232540

of remedies which he will amend to detail the adjustments and continue to supply on a monthly basis for each HSRF.”³²⁷

Major Incidents

241. From at least 2006, it appears that liquidated damages were payable by Fujitsu in respect of certain Major Incidents.
242. According to the ‘POA Customer Service Major Incident Process’ (with internal reference SVM/SDM/PRO/0001), Major Incidents were defined as incidents which resulted in business being stopped, i.e. *“a Post Office down, unable to process any business, or central system failure which will result in a number of Post Offices being unable to process work”* (severity level A Incidents),³²⁸ or *“a series of connected lower severity rated Incidents which combine to have a significant business impact”*.³²⁹ In particular, liquidated damages were incurred in relation to Major Incidents which constituted an event or series of connected events causing one or more counters to be unavailable due to a network wide or local failure (“**Failure Events**”). The calculation of liquidated damages in respect of such Failure Events was by reference to the Counter Availability SLT,³³⁰ and required agreement between POL and Fujitsu (via the Customer Service Manager Support

³²⁷ FUJ00119973

³²⁸ POA Customer Service Incident Management Process, FUJ00080003 (v 1.0 dated 6 November 2006)

³²⁹ FUJ00079998 (v 1.0 dated 3 October 2006)

³³⁰ Branch Network: Service Description (SVM/SDM/SD/0011), FUJ00079996 (v 1.0 dated 31 August 2006)

Unit (“**CS MSU**”) Major Incident Review) regarding the number of branches impacted by, and the duration of, the Major Incident.³³¹

243. The ‘POA Customer Service Major Incident Process’ also stipulated that information relating to Major Incidents should be recorded in Major Incident Reports, which were distributed to POL,³³² and Service Review Books.³³³

244. For example, the Major Incident Report in respect of “*transaction timeouts across the whole POCL infrastructure*” for Debit Card and ETU services on 8 February 2006 set out (i) a description of the incident, (ii) the scale of the impact and actions taken by Fujitsu in response to the incident, (iii) associated HSD and PEAK references, and (iv) the duration of the incident.³³⁴ As a consequence of this incident, there was “*a total of 23819 DCS and 31464 ETU transaction failures*”.³³⁵ The minutes of the Horizon Service Management Forum from 24 April 2006 include a closed Action Point in relation to the “*E-top up problem*”, which was to “*ensure that the compensation figure identified by FS has been ratified by POL*”. A credit note for £162,760 (plus VAT) was subsequently issued on 21 July 2006, with the service description “*E-Top Up Incident Credit*”.³³⁶

³³¹ POA Customer Service Major Incident Process (SVM/SDM/PRO/0001), FUJ00079998 (v 1.0 dated 3 October 2006)

³³² FUJ00079998

³³³ Branch Network: Service Description (SVM/SDM/SD/0011), FUJ00079996 (v 1.0 dated 31 August 2006); Codified Agreement, Schedule F05, paragraph 6.2

³³⁴ FUJ00232549

³³⁵ FUJ00232549

³³⁶ Horizon Service Management Forum Minutes, FUJ00232552, dated 24 April 2006; Credit Memo No. 8024533, FUJ00232556, dated 21 July 2006

245. Depending on their nature, duration and frequency, it appears that Major Incidents did not always incur liquidated damages if, for example, Service Levels were still met, or liquidated damages did not apply to certain Service Levels.³³⁷

BIMS

246. As explained in paragraphs 73 to 75 of the Second Corporate Statement, BIMS reports were raised to log Business Incidents, defined in relevant Service Descriptions as a “*symptom of an underlying cause – e.g., the effect of the system fault on the resulting reconciliation or settlement information sent to [POL]*”. BIMS reports were designed to report the progress of a Business Incident to resolution.

247. The CCDs in place in respect of the Reconciliation Service from 31 December 2002 (set out in paragraph 134 above) broadly provided for the following:

- a. Fujitsu was required to run a variety of reconciliation reports on a daily basis for EPOSS/TPS, Network Banking, APS, and the direct debit service. Within these reconciliation reports, Fujitsu was to identify errors which constituted ‘Business Incidents’ and ‘System Incidents’.
- b. Business Incidents were then reported to POL through BIMS, which could be supplemented, if necessary, by a Manual Error Report (“**MER**”).

248. According to the ‘CS Infrastructure Services Operations Manual’ (with internal reference CS/QMD/006), the CS MSU would meet with POL to agree, on a monthly

³³⁷ See for example, document tiled “Commercial Guidance - Applicability of Liquidated Damages to the Red Alert that occurred on 27/07”, FUJ00232650, dated 2 August 2011

basis, the level of compensation to be paid by Fujitsu in respect of missing or erroneous transactions, and/or Major Incidents.³³⁸ Such charges would usually be in the form of MERs and would be applied via credit notes.³³⁹

249. Further, the 'SLA Performance Remedy and Business Incident Payments Process' (with internal reference CS/PRD/087) stated that the CS MSU was "*responsible for calculating payments in respect of business incidents which under the terms of the contract attract charges. The majority of business incidents attracting charges will be identified from TPS Reconciliation Reports and will be raised by CS MSU, whilst others may be generated by [Fujitsu] SSC or [POL]. Manual Error Reports will be completed for these business incidents. Once notified of the payments due by CS MSU, [Fujitsu] Finance Department is responsible for raising credit notes in respect of these payments*".³⁴⁰ The process for preparing MERs from the BIMs database appears to have been set out in the document titled 'Manual Error Report – Liquidated Damages Costs'.³⁴¹

250. According to the 'Business Incident Management Service High Level Design' (with internal reference TD/DES/129):

- a. "*the transaction (MER) amount for an incident is to be calculated as the sum of the transaction costs for the incident*"; and

³³⁸ FUJ00119995 (v 1.0 dated 7 November 2000)

³³⁹ FUJ00119995 (v 1.0 dated 7 November 2000)

³⁴⁰ FUJ00232461 (v 1.0 dated 12 December 2000)

³⁴¹ FUJ00232622, dated 21 December 2010

- b. *“all incidents cleared in a given month where a manual error report contains chargeable errors”* were listed in a BIMS Charging Detail Report, which set out, amongst other information, the *“number and value of transactions that generated the charge”*.³⁴²
251. By way of example, the BIMS Charging Detail Report for February 2010 included *“chargeable errors”* relating to (i) *“APS Reconciliation Error”* whereby a *“system bug caused duplicate transactions where the Session ID was used twice”* valued at £126.50, and (ii) a Receipts and Payments mismatch relating to a *“Known system issue where Fastcash and Settle buttons both pressed”*, valued at £150.00.³⁴³ The BIMS Charging Detail Reports identified by Fujitsu to date have been produced to the Inquiry with this corporate statement.
252. If agreement could not be reached between the CS MSU and POL, then a Case Law Referral (see paragraphs 261 to 262 below) would be completed for Fujitsu’s Commercial team to discuss and agree a solution with POL’s Commercial team.³⁴⁴
253. The Accounting & Reconciliation Review Forum (**“ARRF”**) (renamed TIP Operational Review Forum in 2001 (**“TORF”**)) met monthly from 1999 until 2002 to conduct a review of liabilities and the performance of the CS MSU in respect of incident handling and resolutions.³⁴⁵ These reviews were recorded in CS MSU

³⁴² FUJ00140177 (v 2.1 dated 21 November 2001)

³⁴³ FUJ00232618

³⁴⁴ CS Infrastructure Services Operations Manual (CS/QMS/006), FUJ00119995 (v 1.0 dated 7 November 2000)

³⁴⁵ See for example: Monthly Incident Review (June 2000), FUJ00058474 dated 10 July 2000; Monthly Incident Review (January 1999), FUJ00058362, dated 1 February 1999; Monthly Incident Review (March 2000), FUJ00232466, dated 13 April 2000

Monthly Incident Review Reports to 2001, and thereafter in Monthly TIP Operation Review Books. The most recent report of this type identified to date is dated October 2002.³⁴⁶

Manual Error Reports

254. Pursuant to the 'Data Errors & Not Data Errors – Contractual Definitions' (with internal reference CS/SER/017), Fujitsu was liable to pay liquidated damages in respect of POL's "*costs in dealing with*" MERs.³⁴⁷
255. By clause 6 of the Third Supplemental Agreement, Fujitsu and POL agreed to amend paragraph 3.6 of Schedule G01 of the Codified Agreement in the manner set out in Schedule 5 to the Third Supplemental Agreement. In particular, this amended the definition of Data Error and required Fujitsu to issue a MER to POL in respect of any Data Error. The MER was required to describe the Data Error and specify either (i) the line items in the relevant cash account requiring replacement (in the case of a Data Error resulting in a Cash Account Error) or (ii) the relevant Transaction record as it would have appeared but for the Data Error (in the case where a Data Error was a Transaction Error). According to the 'Data Errors & Not Data Errors – Contractual Definitions', Fujitsu was required to use all reasonable endeavours to ensure that a MER was issued within five working days of the occurrence or detection of a Data Error.³⁴⁸ Fujitsu was also required to

³⁴⁶ FUJ00232521

³⁴⁷ FUJ00232525 (v 1.0 dated 20 December 2002)

³⁴⁸ FUJ00232525 (v 1.0 dated 20 December 2002)

compensate POL “*for its costs in dealing with*” MERs on a monthly basis, as follows:

- a. In relation to a Transaction Error, £150 if the error was discovered after transmission of the relevant record to POL, or £100 if the error was discovered before transmission;
 - b. £100 per MER relating to a Cash Account Error; and
 - c. £100 per MER relating to an Inaccurate Cash Account (Data Error).³⁴⁹
256. To the extent a Data Error was corrected by Fujitsu within five working days of its occurrence, no payment was required to be made by Fujitsu.³⁵⁰
257. From 31 August 2006, Fujitsu’s recording and reporting obligations were set out in the ‘Reconciliation Service: Service Description’ (with internal reference SVM/SDM/SD/0015).³⁵¹
258. Under the HNG-X Agreements, Fujitsu was liable to pay liquidated damages to POL in respect of MERs, as follows:
- a. £100 per transaction which “*can not [sic] be delivered to the POL FS System by electronic means and has been discovered by the Reconciliation Service before it was due to be sent to POL FS*”; and

³⁴⁹ FUJ00232525 (v 1.0 dated 20 December 2002)

³⁵⁰ FUJ00232525 (v 1.0 dated 20 December 2002)

³⁵¹ FUJ00079994 (v 1.0)

b. £150 per transaction which “*can not [sic] be subsequently re-delivered to the POL FS System by electronic means following rejection by the POL FS System*”.³⁵²

259. Fujitsu was not liable to pay liquidated damages in respect of transactions that were “*lost due to events of Force Majeure, or error by Branch office staff*”.³⁵³ The calculation of liquidated damages due to POL would be prepared by the Reconciliation Service and forwarded to POL for agreement on a monthly basis.³⁵⁴ According to the HNG-X Reconciliation Service Description, the purpose of liquidated damages in respect of MERs was that “[POL] *shall not be disadvantaged by failures of [Fujitsu] to provide electronic transmission of Transaction information to the POL FS System*”.³⁵⁵

260. As noted in paragraph 140 above, I understand that changes to the requirements of the Reconciliation Service, including in relation to MERs, were agreed in 2016 and were put on a contractual footing by CCN 1747.³⁵⁶

Case Law Referrals

261. Case Law Referrals were a mechanism used by Fujitsu between 2000 and 2001 to escalate disputes regarding BIMs and/or MER compensation. In accordance with the ‘Benefit Payment End to End Reconciliation Process for ICL Pathway

³⁵² Reconciliation Service: Service Description, FUJ00079994, (v 1.0 dated 31 August 2006)

³⁵³ Reconciliation Service: Service Description, FUJ00079994, (v 1.0 dated 31 August 2006)

³⁵⁴ Reconciliation Service: Service Description, FUJ00079994, (v 1.0 dated 31 August 2006)

³⁵⁵ FUJ00079994 (v 1.0)

³⁵⁶ CCN 1747, FUJ00234946, dated 25 September 2023; Email chain from Dionne Harvey to Carol Dunford copying Jason Muir, FUJ00232672, dated 15 November 2017; Email from Martin Cornell to Carol Dunford copying Jason Muir, FUJ00232671, dated 22 December 2016

Release NR2 – Part 3 (Liability Assignment)' (with internal reference CS/PRD/036), Case Law Referrals were "*introduced in order to provide a comprehensive log of all reconciliation incident types which can act as the legal precedent for any future incidents of an identical nature*".³⁵⁷

262. Fujitsu has so far identified six Case Law Referrals which resulted in compensation being paid by Fujitsu to POL, as set out below.

a. Case Law Referral 0001 was first raised on 25 February 2000 in relation to "*APS transactions incorrectly processed due to issue with barcode reader*" (BIMS reference 0002250287).³⁵⁸ According to the Case Law Referral, Fujitsu accepted liability for £3800, which POL disputed - under POL's calculations, Fujitsu was liable for £7,650. This dispute appears to have been resolved, with compensation for the incident reflected in the March 2000 MER figure, under a credit note for £5,400.³⁵⁹

b. Case Law Referral 0004 was first raised on 22 March 2000, in relation to a "*transaction for an unknown mode*" (BIMS reference 0003221771, 0003290920).³⁶⁰ Case Law Referral 0005 was also first raised on 22 March 2000 in relation to a "*Receipts and Payments misbalance post migration*" (BIMS reference 003240681).³⁶¹ According to the Case Law Referrals, Fujitsu did not accept any financial liability for either of the incidents.³⁶²

³⁵⁷ FUJ00232432 (v 0.C [sic] dated 6 February 1999)

³⁵⁸ FUJ00232977

³⁵⁹ FUJ00232446

³⁶⁰ FUJ00232978

³⁶¹ FUJ00232980

³⁶² FUJ00232978; FUJ00232980

Fujitsu's position in relation to Case Law Referrals 0004 and 0005 was set out in a letter from Colin Lenton-Smith (Commercial and Finance Director, Fujitsu) to Keith Baines (Service Manager, POL) on 25 October 2001.³⁶³ In particular, Mr Lenton-Smith stated that the incidents "*set a precedent in their uniqueness and cases of this kind have not been seen before*". Fujitsu proposed to share liability for the incidents with POL "*on a 50/50 basis, with a payment of £9,075.00 being made by [Fujitsu]*". Mike Hannon (Horizon Commercial and Contract Team Leader, POL) responded to Mr Lenton-Smith's letter on 16 July 2002, and stated that POL "*believe[s] that [Fujitsu] have not been strictly following the agreed process for TIP interface, and therefore if this had been adopted there [sic] would not have occurred, in these instances we consider [Fujitsu] should bear the whole of the costs*".³⁶⁴ Mr Lenton-Smith responded on 13 September 2002, that "*I just do not understand how the TIP interface process would have prevented these instances from occurring as you suggest. At this time, Fujitsu... is still prepared to offer a payment of £9,075 in respect of [Case Law Referrals 0004 and 0005]*".³⁶⁵ According to an email from Claire Wadeson (Finance Team, Fujitsu) to John Moran (CS MSU Manager, Fujitsu) copying Mr Lenton-Smith, dated 20 May 2003, Case Law Referrals 0004 and 0005 were settled for £9,075, paid in the form of Credit Note 0301244.³⁶⁶

³⁶³ FUJ00232482

³⁶⁴ FUJ00232974

³⁶⁵ FUJ00232508

³⁶⁶ FUJ00232535; FUJ00232536; See also: Spreadsheet titled "Commercial Forum Mar", FUJ00232532, dated 24 March 2003; Letter from C. Lenton Smith to M. Hannon with subject "Without Prejudice - Re BIMS Incidents", FUJ00232508, dated 13 September 2002

- c. Case Law Referral 0007 was first raised on 8 November 1999 in relation to duplicated and missing AP transactions.³⁶⁷ The Case Law Referral stated that Fujitsu and POL agreed that any commercial settlement should “*be made only for the face value of the transaction that is deemed non recoverable*”. This was stated in Mr Lenton-Smith’s letter of 25 October 2001 to be £5,156.60 but “*should the value be subsequently recovered by [POL] from the client, then this would be refunded to [Fujitsu]*”.³⁶⁸ According to Mr Hannon’s letter dated 16 July 2002, POL accepted Fujitsu’s “*proposal to pay £5,160 (the [sic] transaction face value of the incidents)*” but did not agree to refund Fujitsu should POL subsequently recover the value from elsewhere. This was because “*we believe [Fujitsu] [sic] responsibilities include the reconciliation of errors, the failure to do so has caused additional administrative problems for POL, therefore if any amounts were recovered from clients these would be retained by POL to defray these additional costs*”.³⁶⁹ Agreement appears to have been reached and settlement was paid by Fujitsu in the form of Credit Note 0209118,³⁷⁰ along with Case Law Referral 0008.³⁷¹
- d. Case Law Referral 0008 was first raised on 8 February 2001 in relation to lost transactions at the Cricceth branch (FAD 164606) when its base unit was

³⁶⁷ FUJ00232981

³⁶⁸ FUJ00232482

³⁶⁹ FUJ00232974

³⁷⁰ Letter from C. Lenton-Smith to M. Hannon, FUJ00232508, dated 13 September 2002; Email chain from C. Wadeson to J. Moran copying Colin Lenton-Smith FUJ00232536, dated 20 May 2003

³⁷¹ Letter from C. Lenton-Smith to M. Hannon, FUJ00232508, dated 13 September 2002; Email chain from C. Wadeson to J. Moran copying Colin Lenton-Smith, FUJ00232536, dated 20 May 2003; Letter from M. Hannon to C. Lenton-Smith FUJ00232974, dated 16 July 2002

swapped out (BIMS reference BE/0102081734).³⁷² It appears from correspondence between Mr Lenton-Smith and Mr Hannon that Fujitsu proposed to pay £4,402.03 in relation to this incident. This was paid in the form of Credit Note 0209118,³⁷³ along with Case Law Referral 0007.³⁷⁴

- e. Case Law Referral 0009 was first raised on 8 November 2001 in relation to an OBCS encashment failure which resulted in postmasters being unable to scan or manually input pension books into Horizon between 06:00 and 11:15 am (the “**Pension Book OBCS Failure**”).³⁷⁵ The ‘Pension Book MBCI (8th November 2001) Report’ provides a summary of the incident, the applicable related issues, and Fujitsu’s actions to prevent a recurrence.³⁷⁶ It appears from correspondence between Fujitsu and POL that agreement regarding financial compensation for the Pension Book OBCS Failure was not reached until early 2003.³⁷⁷ In particular:

- (i) In a letter dated 14 December 2001 from Mr Baines to Mr Lenton-Smith, POL’s determination of the loss for which Fujitsu was liable was stated to be £22,236.36 (comprising of lost income of £5,867.11 and additional NBSC costs of £16,369.25), in addition to any

³⁷² FUJ00232979

³⁷³ FUJ00232535

³⁷⁴ Email chain from C. Wadeson to J. Moran copying Colin Lenton-Smith, FUJ00232535, dated 20 May 2003; Letter from C. Lenton-Smith to M. Hannon, FUJ00232508, dated 13 September 2002; Letter from M. Hannon to C. Lenton-Smith FUJ00232974, dated 16 July 2002

³⁷⁵ FUJ00232982; FUJ00232976; See also, Letter from Colin Lenton-Smith to Keith Baines, FUJ00232490, dated 18 January 2002

³⁷⁶ FUJ00139175 (v 1.0 dated 16 November 2001)

³⁷⁷ Email chain from Colin Lenton-Smith to Richard Brunskill, FUJ00232528, dated 7 February 2003; Credit memo no. 8001005, FUJ00232534, dated 30 April 2003

liquidated damages payable in connection with failure to meet Service Levels during the incident period.³⁷⁸

- (ii) On 19 December 2001, Martin Riddell (Service Delivery Director, Fujitsu) shared a copy of the 'Pension Book MBCI (8th November 2001) Report' with Mr Lenton-Smith, adding "[a]s *you can see from the report there were some issues in the time it took for [POL] to carry out [appropriate] agreed actions such as updating the IVR and then the issues around the suitability of the IVR. We obviously need to understand from Keith [Baines] the origin of the additional costs*".³⁷⁹
- (iii) On 18 January 2002, Mr Lenton-Smith responded to Mr Baines' letter, noting that POL and Fujitsu agreed at the December 2001 Service Review Forum that the Pension Book OBCS Failure be handled as a Case Law Referral and enclosing a copy of Case Law Referral 0009.³⁸⁰ On 4 February 2002, an update appears to have been added by Fujitsu to the Case Law Referral, noting that further detail had been sought relating to POL's liability calculation.³⁸¹
- (iv) On 6 February 2003, Mr Lenton-Smith emailed Richard Brunskill (Infrastructure Services Manager, Fujitsu) regarding 'OBCS Failure', seeking an update on "*our dispute of the £20,524.13 that [POL] are*

³⁷⁸ FUJ00232483

³⁷⁹ FUJ00232484; FUJ00232485

³⁸⁰ FUJ00232490

³⁸¹ FUJ00232982

claiming".³⁸² Mr Brunskill replied that he was "*still trying to get a sensible answer out of [POL]*", and Mr Lenton-Smith asked for an update by 18 February 2003, in advance of the next Commercial Forum.³⁸³

- (v) Minutes of the Commercial Forum meeting held on 19 February 2003 record as an action item, "[POL] *will respond to Fujitsu regarding the outstanding OBCS compensation claim*".³⁸⁴ On 28 February 2003, Mr Baines wrote to Mr Lenton-Smith proposing to accept £14,657.02 as settlement in respect of the Pension Book OBCS Failure.³⁸⁵ Credit Note 8001005 for this amount appears to have been issued by Fujitsu in respect of the Pension Book OBCS Failure in or around April 2003.³⁸⁶

Statement of Truth

I believe the content of this statement to be true.

William Paul Patterson

Signed:

Dated: 8 August 2024

³⁸² FUJ00232527; FUJ00232528

³⁸³ FUJ00232528

³⁸⁴ FUJ00232530

³⁸⁵ FUJ00232533; FUJ00232983

³⁸⁶ FUJ00232534 dated 30 April 2003

**INDEX TO THE FOURTH CORPORATE STATEMENT OF
FUJITSU SERVICES LIMITED**

Exhibit no.	Document description	Control No.	URN
BACKGROUND TO FUJITSU'S CONTRACTUAL OBLIGATIONS			
1.	First Corporate Statement of Fujitsu Services Limited dated 28 September 2022	WITN06650100	WITN06650100
2.	Information Technology Services Agreement for Bringing Technology to Post Offices and Benefits Payments dated 15 May 1996		POL00028181
3.	CCN No. 1100 dated 31 December 2002	POINQ0007070F	FUJ00000899
4.	Codified Agreement dated 28 July 1999	POINQ0006242F	FUJ00000071
5.	Varied and Restated Agreement v 1.0 dated 31 December 2002	POINQ0006245F	FUJ00000074
6.	Varied and Restated Agreement v 2.0 dated 6 August 2003	POINQ0006258F	FUJ00000087
7.	Varied and Restated Agreement v 3.0 dated 5 November 2003	POINQ0006250F	FUJ00000079
8.	Varied and Restated Agreement v 4.0 dated 26 August 2004	POINQ0006251F	FUJ00000080
9.	Varied and Restated Agreement v 5.0 dated 5 July 2005	POINQ0006252F	FUJ00000081
10.	Varied and Restated Agreement v 6.0 dated 30 November 2005	POINQ0006253F	FUJ00000082
11.	Varied and Restated Agreement v 7.0 dated 15 August 2006	POINQ0006254F	FUJ00000083
12.	CCN No. 1200 dated 23 August 2006	POINQ0007143F	FUJ00000972
13.	HNG-X Agreement v 1.0 dated 31 August 2006	POINQ0006255F	FUJ00000084
14.	HNG-X Agreement v 2.0 dated 24 January 2007	POINQ0006256F	FUJ00000085
15.	HNG-X Agreement v 4.0 dated 14 April 2008	POINQ0006246F	FUJ00000075
16.	HNG-X Agreement v 3.0 dated 6 July 2007	POINQ0006257F	FUJ00000086
17.	HNG-X Agreement v 5.0 dated 23 February 2009	POINQ0006247F	FUJ00000076
18.	HNG-X Agreement v 6.0 dated 7 July 2009	POINQ0006248F	FUJ00000077
19.	HNG-X Agreement v 7.0 dated 10 May 2010	POINQ0006249F	FUJ00000078
20.	HNG-X Agreement v 8.0 dated 21 February 2012	POINQ0006239F	FUJ00000068
21.	HNG-X Agreement v 9.0 dated 13 January 2014	POINQ0006240F	FUJ00000069
22.	HNG-X Agreement v 10.0 dated 10 September 2015	POINQ0006241F	FUJ00000070

Exhibit no.	Document description	Control No.	URN
23.	HNG-X Agreement v 11.0 dated 31 March 2016	POINQ0006243F	FUJ00000072
24.	HNG-X Agreement v 12.0 dated 3 July 2017	POINQ0006244F	FUJ00000073
25.	HNG-X Agreement v 13.0 dated 23 November 2020	VIS00007370	FUJ00000003
26.	HNG-X Agreement v 14.0 dated 20 December 2021	POINQ0240929F	FUJ00234786
27.	HNG-X Agreement v 15.0 (clauses) dated 6 May 2024	POINQ0241022F	FUJ00234905
28.	HNG-X Agreement v 15.0 (Schedule 1) dated 6 May 2024	POINQ0241023F	FUJ00234906
29.	HNG-X Agreement v 15.0 (Schedule A1) dated 6 May 2024	POINQ0241024F	FUJ00234907
30.	HNG-X Agreement v 15.0 (Schedule A2) dated 6 May 2024	POINQ0241025F	FUJ00234908
31.	HNG-X Agreement v 15.0 (Schedule A3) dated 6 May 2024	POINQ0241026F	FUJ00234909
32.	HNG-X Agreement v 15.0 (Schedule A4) dated 6 May 2024	POINQ0241027F	FUJ00234910
33.	HNG-X Agreement v 15.0 (Schedule A5) dated 6 May 2024	POINQ0241028F	FUJ00234911
34.	HNG-X Agreement v 15.0 (Schedule B1.1) dated 6 May 2024	POINQ0241029F	FUJ00234912
35.	HNG-X Agreement v 15.0 (Schedule B1.2) dated 6 May 2024	POINQ0241030F	FUJ00234913
36.	HNG-X Agreement v 15.0 (Schedule B1.3) dated 6 May 2024	POINQ0241031F	FUJ00234914
37.	HNG-X Agreement v 15.0 (Schedule B2) dated 6 May 2024	POINQ0241032F	FUJ00234915
38.	HNG-X Agreement v 15.0 (Schedule B3.1) dated 6 May 2024	POINQ0241033F	FUJ00234916
39.	HNG-X Agreement v 15.0 (Schedule B3.2) dated 6 May 2024	POINQ0241034F	FUJ00234917
40.	HNG-X Agreement v 15.0 (Schedule B3.3) dated 6 May 2024	POINQ0241035F	FUJ00234918
41.	HNG-X Agreement v 15.0 (Schedule B3.4) dated 6 May 2024	POINQ0241036F	FUJ00234919
42.	HNG-X Agreement v 15.0 (Schedule B4.1) dated 6 May 2024	POINQ0241037F	FUJ00234920
43.	HNG-X Agreement v 15.0 (Schedule B6.1) dated 6 May 2024	POINQ0241038F	FUJ00234921
44.	HNG-X Agreement v 15.0 (Schedule B6.2) dated 6 May 2024	POINQ0241039F	FUJ00234922
45.	HNG-X Agreement v 15.0 (Schedule B6.3) dated 6 May 2024	POINQ0241040F	FUJ00234923
46.	HNG-X Agreement v 15.0 (Schedule C1) dated 6 May 2024	POINQ0241041F	FUJ00234924

Exhibit no.	Document description	Control No.	URN
47.	HNG-X Agreement v 15.0 (Schedule C2) dated 6 May 2024	POINQ0241042F	FUJ00234925
48.	HNG-X Agreement v 15.0 (Schedule C3) dated 6 May 2024	POINQ0241043F	FUJ00234926
49.	HNG-X Agreement v 15.0 (Schedule D1) dated 6 May 2024	POINQ0241044F	FUJ00234927
50.	HNG-X Agreement v 15.0 (Schedule D2) dated 6 May 2024	POINQ0241045F	FUJ00234928
51.	HNG-X Agreement v 15.0 (Schedule D3) dated 6 May 2024	POINQ0241046F	FUJ00234929
52.	HNG-X Agreement v 15.0 (Schedule D4) dated 6 May 2024	POINQ0241047F	FUJ00234930
53.	HNG-X Agreement v 15.0 (Schedule D5) dated 6 May 2024	POINQ0241048F	FUJ00234931
54.	HNG-X Agreement v 15.0 (Schedule D6) dated 6 May 2024	POINQ0241049F	FUJ00234932
55.	HNG-X Agreement v 15.0 (Schedule D7) dated 6 May 2024	POINQ0241050F	FUJ00234933
56.	HNG-X Agreement v 15.0 (Schedule D8) dated 6 May 2024	POINQ0241051F	FUJ00234934
57.	HNG-X Agreement v 15.0 (Schedule E) dated 6 May 2024	POINQ0241052F	FUJ00234935
58.	HNG-X Agreement v 15.0 (Schedule F) dated 6 May 2024	POINQ0241053F	FUJ00234936
59.	HNG-X Agreement v 15.0 (Schedule G) dated 6 May 2024	POINQ0241054F	FUJ00234937
60.	HNG-X Agreement v 15.0 (Schedule I) dated 6 May 2024	POINQ0241055F	FUJ00234938
61.	HNG-X Agreement v 15.0 (Schedule I2) dated 6 May 2024	POINQ0241056F	FUJ00234939
62.	HNG-X Agreement v 15.0 (Schedule I3) dated 6 May 2024	POINQ0241057F	FUJ00234940
63.	HNG-X Agreement v 15.0 (Schedule I4) dated 6 May 2024	POINQ0241058F	FUJ00234941
64.	HNG-X Agreement v 15.0 (Schedule I5) dated 6 May 2024	POINQ0241059F	FUJ00234942
65.	HNG-X Agreement v 15.0 (Schedule I6) dated 6 May 2024	POINQ0241060F	FUJ00234943
66.	HNG-X Agreement v 15.0 (Schedule J) dated 6 May 2024	POINQ0241061F	FUJ00234944
67.	CCN No. 1600 dated 22 February 2016	POINQ0007303F	FUJ00001132
68.	CCN No. 1604b dated 8 June 2016	POINQ0007307F	FUJ00001136
THE INCIDENT MANAGEMENT OBLIGATIONS			
69.	Release Note for CSR+ v 1.0 dated 24 October 2000	POINQ0085655F	FUJ00079484
70.	CCN No. 562 dated 24 September 1999	POINQ0006667F	FUJ00000496

Exhibit no.	Document description	Control No.	URN
OPERATIONAL SERVICES RELATING TO THE INCIDENT MANAGEMENT OBLIGATIONS			
71.	Branch Network: Service Description v 1.0 dated 31 August 2006	POINQ0086167F	FUJ00079996
72.	Branch Network Service Description v 2.0 dated 28 February 2007	POINQ0086194F	FUJ00080023
73.	Branch Network Service Description v 3.0 dated 10 June 2009	POINQ0086245F	FUJ00080074
74.	Branch Network Service Description v 4.0 dated 4 March 2010	POINQ0086258F	FUJ00080087
75.	Branch Network Service Description v 5.0 dated 25 November 2013	POINQ0086423F	FUJ00080252
76.	Branch Network Service Description v 6.0 dated 9 May 2014	POINQ0086465F	FUJ00080294
77.	Branch Network Service Description v 7.0 dated 24 July 2017	POINQ0086555F	FUJ00080384
78.	Branch Network Service Description v 8.0 dated 5 March 2018	POINQ0086571F	FUJ00080400
79.	Central Network Service: Service Description v 1.0 dated 31 August 2006	POINQ0008199F	FUJ00002028
80.	Central Network Service: Service Description v 2.0 dated 26 May 2009	POINQ0238752F	FUJ00232609
81.	Central Network Service: Service Description v 3.0 dated 21 January 2010	POINQ0008289F	FUJ00002118
82.	Central Network Service: Service Description v 4.0 dated 16 December 2013	POINQ0238796F	FUJ00232653
83.	Central Network Service: Service Description v 5.0 dated 13 February 2014	POINQ0008739F	FUJ00002568
84.	Central Network Service: Service Description v 6.0 dated 14 May 2014	POINQ0008745F	FUJ00002574
85.	Central Network Service: Service Description v 7.0 dated 30 November 2016	POINQ0009323F	FUJ00003152
86.	Central Network Service: Service Description v 8.0 dated 15 September 2017	POINQ0009425F	FUJ00003254
87.	Central Network Service: Service Description v 9.0 dated 10 May 2018	POINQ0009502F	FUJ00003331
88.	Central Network Service: Service Description v 10.0 dated 4 February 2021	POINQ0009631F	FUJ00003460
89.	Central Network Service: Service Description v 11.0 dated 14 October 2021	POINQ0009643F	FUJ00003472
90.	Central Network Service: Service Description v 12.0 dated 29 June 2023	POINQ0241117F	FUJ00235000
91.	Central Network Service: Service Description v 13.0 dated 3 May 2024	POINQ0241118F	FUJ00235001
92.	CCN No. 1409a dated 5 March 2014	POINQ0007275F	FUJ00001104
93.	ICL Pathway Core System Release Contents Description v 1.0 dated 25 June 1999	POINQ0068389F	FUJ00078801

Exhibit no.	Document description	Control No.	URN
94.	CCN No. 441b dated 4 October 1999	POINQ0006578F	FUJ00000407
95.	ICL Pathway/Post Office Counters Limited Interface Agreement for the Network Business Support Centre and Horizon System Helpdesk v 1.0 dated 25 February 2000	POINQ0086576F	FUJ00080405
96.	CSR+ Horizon System Helpdesk Processes and Procedures Description v 1.0 dated 11 February 2000	POINQ0086574F	FUJ00080403
97.	CSR+ Horizon System Helpdesk Processes and Procedures Description v 2.0 dated 12 September 2000	POINQ0086578F	FUJ00080407
98.	CSR+ Horizon Systems Helpdesk Processes and Procedures Description v 3.0 dated 12 December 2000	POINQ0007669F	FUJ00001498
99.	CSR+ Horizon Systems Helpdesk Processes and Procedures Description v 4.0 dated 20 September 2001	POINQ0007750F	FUJ00001579
100.	CSR+ Horizon Systems Helpdesk Processes and Procedures Description v 5.0 dated 25 March 2003	POINQ0007932F	FUJ00001761
101.	CCN No. 1016a dated 29 October 2002	POINQ0007046F	FUJ00000875
102.	CCN No. 777b dated 19 July 2001	POINQ0006855F	FUJ00000684
103.	Proposal to Post Office Limited for Extension of the Horizon Contract dated 18 September 2002	POINQ0238653F	FUJ00232510
104.	Fujitsu Services /Post Office Ltd Interface Agreement for the Post Office Ltd Network Business Support Centre and Horizon System Helpdesk Interface v 4.0 dated 1 July 2003	POINQ0086615F	FUJ00080444
105.	Service Desk: Service Description v 1.0 dated 31 August 2006	POINQ0086628F	FUJ00080457
106.	Service Desk: Service Description v 2.0 dated 29 September 2008	POINQ0086642F	FUJ00080471
107.	Service Desk: Service Description v 3.0 dated 20 August 2010	POINQ0086646F	FUJ00080475
108.	Service Desk: Service Description v 4.0 dated 16 September 2010	POINQ0086648F	FUJ00080477
109.	Service Desk: Service Description v 5.0 dated 29 April 2013	POINQ0086654F	FUJ00080483
110.	Service Desk: Service Description v 6.0 dated 12 March 2014	POINQ0086655F	FUJ00080484
111.	CCN No. 1409 dated 5 March 2014	POINQ0238811F	FUJ00232668
112.	Engineer Service: Service Description v 2.0 dated 15 May 2003	POINQ0007973F	FUJ00001802

Exhibit no.	Document description	Control No.	URN
113.	Engineering Service: Service Description v 6.0 dated 29 October 2013	POINQ0008716F	FUJ00002545
114.	ICL Pathway Re-plan Proposal v 2.2 dated 18 March 1997		POL00028185
115.	CCN No. 1423c dated 18 August 2015	POINQ0007287F	FUJ00001116
116.	Second Corporate Statement of Fujitsu Services Limited dated 29 December 2022	FUJ00126035	FUJ00126035
117.	Engineer Service: Service Description v 1.0 dated 19 December 2002	POINQ0007903F	FUJ00001732
118.	Engineering Service: Service Description v 1.0 dated 31 August 2006	POINQ0008192F	FUJ00002021
119.	Engineering Service: Service Description v 2.0 dated 28 February 2007	POINQ0008212F	FUJ00002041
120.	Engineering Service: Service Description v 2.2 dated 21 November 2008	POINQ0086236F	FUJ00080065
121.	Engineering Service: Service Description v 3.0 dated 25 November 2008	POINQ0008251F	FUJ00002080
122.	Engineering Service: Service Description v 3.1 dated 21 July 2010	POINQ0086290F	FUJ00080119
123.	Engineering Service: Service Description v 4.0 dated 26 November 2010	POINQ0008448F	FUJ00002277
124.	Engineering Service: Service Description v 5.0 dated 3 July 2012	POINQ0008616F	FUJ00002445
125.	Service Description for Third Line Software Support Service v 1.0 dated 19 December 2002	POINQ0007906F	FUJ00001735
126.	Third Line Support Service: Service Description v 1.0 dated 31 August 2006	POINQ0008194F	FUJ00002023
127.	Third Line Support Service: Service Description v 2.0 dated 4 September 2008	POINQ0008252F	FUJ00002081
128.	Horizon Online 3rd Line Application Support Service: Service Description v 3.0 dated 9 August 2010	POINQ0008404F	FUJ00002233
129.	Horizon Online 3rd Line Application Support Service: Service Description v 4.0 dated 18 February 2013	POINQ0008624F	FUJ00002453
130.	Horizon Online 3rd Line Application Support Service: Service Description v 5.0 dated 24 May 2013	POINQ0008645F	FUJ00002474
131.	Horizon Online 3rd Line Application Support Service: Service Description v 6.0 dated 6 October 2021	POINQ0009642F	FUJ00003471
132.	Horizon Online 3rd Line Application Support Service: Service Description v 7.0 dated 12 March 2024	POINQ0241113F	FUJ00234996
133.	End to End Support Process, Operational Level Agreement v 1.0 dated 10 October 1999	POINQ0126186F	FUJ00119994

Exhibit no.	Document description	Control No.	URN
134.	Application Support Service (Fourth Line): Service Description v 1.0 dated 24 August 2006	POINQ0086168F	FUJ00079997
135.	Application Support Service (Fourth Line): Service Description v 2.0 dated 4 September 2008	POINQ0086238F	FUJ00080067
136.	Application Support Service (Fourth Line): Service Description v 3.0 dated 29 October 2009	POINQ0126665F	FUJ00120473
137.	Application Support Service (Fourth Line): Service Description v 4.0 dated 24 August 2010	POINQ0086296F	FUJ00080125
138.	Application Support Service (Fourth Line): Service Description v 5.0 dated 13 September 2013	POINQ0086406F	FUJ00080235
139.	Application Support Service (Fourth Line): Service Description v 6.0 dated 13 March 2014	POINQ0008741F	FUJ00002570
140.	Application Support Service (Fourth Line): Service Description v 7.0 dated 29 November 2016	POINQ0086550F	FUJ00080379
141.	Application Support Service (Fourth Line): Service Description v 8.0 dated 22 November 2021	POINQ0009646F	FUJ00003475
142.	Application Support Service (Fourth Line): Service Description v 9.0 dated 5 April 2024	POINQ0241114F	FUJ00234997
143.	Witness Statement of Liz Evans-Jones dated 12 February 2023		WITN06680100
144.	Document titled "Fujitsu Services Royal Mail Group Account: Service Review Book" v 1.0 dated 15 January 2008	POINQ0158475F	FUJ00152281
145.	Service Management Service; Service Description v 1.0 dated 31 December 2002	POINQ0126636F	FUJ00120444
146.	Fujitsu Services / Post Office Limited Interface Agreement for the Problem Management Interface v 1.0 dated 23 December 2002	POINQ0086057F	FUJ00079886
147.	Service Management: Service Description v 1.0 dated 24 August 2006	POINQ0008196F	FUJ00002025
148.	Service Management Service: Service Description v 2.0 dated 5 November 2010	POINQ0008440F	FUJ00002269
149.	Service Management Service: Service Description v 3.0 dated 19 September 2013	POINQ0008682F	FUJ00002511
150.	Service Management Service: Service Description v 4.0 dated 21 November 2013	POINQ0008722F	FUJ00002551
151.	Service Management Service: Service Description v 5.0 dated 30 November 2016	POINQ0009322F	FUJ00003151

Exhibit no.	Document description	Control No.	URN
152.	Service Management Service: Service Description v 6.0 dated 17 January 2020	POINQ0009612F	FUJ00003441
153.	Service Management Service: Service Description v 7.0 dated 8 November 2021	POINQ0009645F	FUJ00003474
154.	Service Management Service: Service Description v 8.0 dated 13 December 2023	POINQ0241116F	FUJ00234999
155.	Service Description for Systems Management Service v 1.0 dated 18 December 2002	POINQ0007905F	FUJ00001734
156.	Systems Management Service: Service Description v 1.0 dated 31 August 2006	POINQ0008195F	FUJ00002024
157.	Systems Management Service: Service Description v 2.0 dated 26 August 2009	POINQ0008272F	FUJ00002101
158.	Systems Management Service: Service Description v 3.0 dated 17 October 2013	POINQ0008711F	FUJ00002540
159.	Systems Management Service: Service Description v 4.0 dated 16 April 2014	POINQ0008744F	FUJ00002573
160.	Systems Management Service: Service Description v 5.0 dated 12 November 2015	POINQ0009205F	FUJ00003034
161.	Systems Management Service: Service Description v 6.0 dated 20 July 2017	POINQ0009418F	FUJ00003247
162.	Systems Management Service: Service Description v 7.0 dated 28 September 2021	POINQ0238890F	FUJ00232747
163.	Systems Management Service: Service Description v 8.0 dated 14 March 2024	POINQ0241115F	FUJ00234998
164.	Integration Testing Business Thread BIT02 for Release 1c v 1.0 dated 1 July 1997	POINQ0238558F	FUJ00232415
165.	CCN No. 0016 dated 28 October 1996	POINQ0238557F	FUJ00232414
166.	MIS Report Production and Scheduling v 1.0 dated 21 October 1997	POINQ0238569F	FUJ00232426
167.	MIS Report Despatch Procedure v 1.0 dated 21 October 1997	POINQ0238612F	FUJ00232469
168.	Management Information Service: Service Description v 1.0 dated 20 December 2002	POINQ0126671F	FUJ00120479
169.	Management Information Service: Service Description v 2.0 dated 18 November 2004	POINQ0008081F	FUJ00001910
170.	Management Information Service: Service Description v 3.0 dated 8 July 2005	POINQ0008136F	FUJ00001965
171.	Network Banking MIS Report Design v 2.0 dated 12 July 2002	POINQ0238645F	FUJ00232502
172.	Network Banking MIS Report Design v 3.0 dated 13 December 2004	POINQ0238700F	FUJ00232557
173.	Management Information Service: Service Description v 1.0 dated 31 August 2006	POINQ0126672F	FUJ00120480
174.	Management Information Service: Service Description v 2.0 dated 20 February 2008	POINQ0008232F	FUJ00002061
175.	Management Information Service: Service Description v 3.0 dated 9 February 2010	POINQ0238760F	FUJ00232617

Exhibit no.	Document description	Control No.	URN
176.	CCN No. 1648b v 2.0 dated 3 June 2013	POINQ0241062F	FUJ00234945
177.	Management Information Service: Service Description v 4.0 dated 24 November 2010	POINQ0008447F	FUJ00002276
178.	Management Information Service: Service Description v 5.0 dated 5 November 2013	POINQ0008717F	FUJ00002546
179.	Management Information Service: Service Description v 6.0 dated 7 January 2022	POINQ0238964F	FUJ00232821
180.	Transaction Benchmark Service: Service Description v 1.0 dated 31 December 2002	POINQ0238669F	FUJ00232526
181.	Transaction Benchmark Service: Service Description v 2.0 dated 2 July 2004	POINQ0238684F	FUJ00232541
182.	Transaction Time Benchmarking Process v 1.0 dated 17 July 2009	POINQ0238753F	FUJ00232610
183.	TPS Reconciliation & Incident Management v 1.0 dated 16 October 2000	POINQ0085993F	FUJ00079822
184.	TPS Reconciliation & Incident Management v 4.0 dated 19 December 2002	POINQ0007897F	FUJ00001726
185.	Network Banking Reconciliation & Incident Management v 2.0 dated 22 January 2002	POINQ0126659F	FUJ00120467
186.	Network Banking Reconciliation & Incident Management v 3.0 dated 10 May 2002	POINQ0007796F	FUJ00001625
187.	Network Banking Reconciliation & Incident Management v 5.0 dated 19 December 2002	POINQ0126660F	FUJ00120468
188.	On Line Services Reconciliation & Incident Management v 6.0 dated 17 October 2005	POINQ0008141F	FUJ00001970
189.	TPS Reconciliation & Incident Management v 2.0 dated 30 April 2002	POINQ0007798F	FUJ00001627
190.	TPS Reconciliation & Incident Management v 5.0 dated 17 October 2005	POINQ0008138F	FUJ00001967
191.	APS Reconciliation & Incident Management v 1.0 dated 2 July 2001	POINQ0007738F	FUJ00001567
192.	APS Reconciliation & Incident Management v 3.0 dated 19 December 2002	POINQ0086056F	FUJ00079885
193.	APS Reconciliation & Incident Management v 4.0 dated 17 October 2005	POINQ0008139F	FUJ00001968
194.	Data Errors & Not Data Errors - Contractual Definitions v 1.0 dated 20 December 2002	POINQ0007909F	FUJ00001738
195.	Network Banking Data Reconciliation Service v 2.0 dated 11 January 2005	POINQ0008092F	FUJ00001921
196.	On Line Services Data Reconciliation Service v 3.0 dated 17 October 2005	POINQ0008140F	FUJ00001969
197.	On Line Services Reconciliation & Incident Management v 6.0 dated 17 October 2005	POINQ0126661F	FUJ00120469
198.	Reconciliation Service: Service Description v 1.0 dated 31 August 2006	POINQ0086165F	FUJ00079994
199.	Reconciliation Service: Service Description v 2.0 dated 14 July 2009	POINQ0086244F	FUJ00080073

Exhibit no.	Document description	Control No.	URN
200.	Reconciliation Service: Service Description v 3.0 dated 1 December 2010	POINQ0086367F	FUJ00080196
201.	Reconciliation Service: Service Description v 4.0 dated 3 December 2013	POINQ0086425F	FUJ00080254
202.	Reconciliation Service: Service Description v 5.0 dated 3 December 2019	POINQ0009611F	FUJ00003440
203.	Reconciliation Service: Service Description v 6.0 dated 3 June 2020	POINQ0009620F	FUJ00003449
204.	Reconciliation Service: Service Description v 7.0 dated 7 June 2022	POINQ0238995F	FUJ00232852
205.	Reconciliation Service: Service Description v 8.0 dated 12 February 2024	POINQ0241119F	FUJ00235002
SUMMARY OF MEASURES RELATING TO INCIDENT MANAGEMENT			
206.	CCN No. 1747 dated 25 January 2024	POINQ0241063F	FUJ00234946
207.	Email chain from D. Harvey to C. Dunford copying J. Muir and Post Office Account Commercial Mailbox with subject "Reconciliation Service obligation" dated 15 November 2017	POINQ0238815F	FUJ00232672
208.	Email from M. Cornell to C. Dunford copying J. Muir with subject "MER (Manual Error Report) Qtly Credit" dated 22 December 2016	POINQ0238814F	FUJ00232671
209.	POA Improvement Log v 0.14 dated 9 May 2024	POINQ0241136F	FUJ00235019
210.	POA Improvements Log v 0.11 dated 4 September 2023	POINQ0239138F	FUJ00232995
211.	POA Improvements List v 1.1 dated 20 July 2021	POINQ0238863F	FUJ00232720
212.	POA Improvements List v 1.1 dated 6 August 2021	POINQ0238867F	FUJ00232724
213.	POA Improvements List v 1.2 dated 25 August 2021	POINQ0238872F	FUJ00232729
214.	POA Improvements List v 1.2 dated 26 August 2021	POINQ0238873F	FUJ00232730
215.	POA Improvements List v 1.2 dated 27 August 2021	POINQ0238876F	FUJ00232733
216.	POA Improvements List v 1.1 dated 27 August 2021	POINQ0238874F	FUJ00232731
217.	POA Improvements List v 1.2 dated 27 August 2021	POINQ0238877F	FUJ00232734
218.	POA Improvements List v 1.2 dated 31 August 2021	POINQ0238879F	FUJ00232736
219.	POA Improvements List v 1.2 dated 1 September 2021	POINQ0238880F	FUJ00232737
220.	POA Improvements List v 1.2 dated 6 September 2021	POINQ0238881F	FUJ00232738

Exhibit no.	Document description	Control No.	URN
221.	POA Improvements List v 1.2 dated 9 September 2021	POINQ0238882F	FUJ00232739
222.	POA Improvements List v 1.2 dated 16 September 2021	POINQ0238884F	FUJ00232741
223.	POA Improvements List v 1.2 dated 17 September 2021	POINQ0238885F	FUJ00232742
224.	POA Improvements List v 1.2 dated 23 September 2021	POINQ0238887F	FUJ00232744
225.	POA Improvements List v 1.2 dated 30 September 2021	POINQ0238891F	FUJ00232748
226.	POA Improvements List v 1.2 dated 4 October 2021	POINQ0238892F	FUJ00232749
227.	POA Improvements List v 1.2 dated 7 October 2021	POINQ0238893F	FUJ00232750
228.	POA Improvements List v 1.2 dated 13 October 2021	POINQ0238894F	FUJ00232751
229.	POA Improvements List v 1.2 dated 19 October 2021	POINQ0238895F	FUJ00232752
230.	POA Improvements List v 1.2 dated 25 October 2021	POINQ0238897F	FUJ00232754
231.	POA Improvements List v 1.2 dated 3 November 2021	POINQ0238898F	FUJ00232755
232.	POA Improvements List v 1.2 dated 4 November 2021	POINQ0238899F	FUJ00232756
233.	POA Improvements List v 1.2 dated 12 November 2021	POINQ0238900F	FUJ00232757
234.	POA Improvements List v 1.2 dated 16 November 2021	POINQ0238901F	FUJ00232758
235.	POA Improvements List v 1.2 dated 17 November 2021	POINQ0238902F	FUJ00232759
236.	POA Improvements List v 1.2 dated 18 November 2021	POINQ0238903F	FUJ00232760
237.	POA Improvements List v 1.2 dated 29 November 2021	POINQ0238904F	FUJ00232761
238.	POA Improvements List v 1.2 dated 2 December 2021	POINQ0238916F	FUJ00232773
239.	POA Improvements List v 1.2 dated 9 December 2021	POINQ0238928F	FUJ00232785
240.	POA Improvements List v 1.2 dated 5 January 2022	POINQ0238947F	FUJ00232804
241.	ICL Pathway Customer Service Policy Manual v 1.0 dated 26 January 2001	POINQ0086026F	FUJ00079855
242.	Fujitsu POA Customer Service Policy Manual v 2.0 dated 14 September 2005	POINQ0086145F	FUJ00079974
243.	ICL Pathway Customer Service Process Manual v 1.0 dated 16 August 2001	POINQ0086037F	FUJ00079866

Exhibit no.	Document description	Control No.	URN
244.	POA Customer Service Incident Management Process Details v 3.0 dated 23 March 2005	POINQ0086110F	FUJ00079939
245.	Incident Management Process v 1.0 dated 13 November 2000	POINQ0086036F	FUJ00079865
246.	POA Customer Service Incident Management Process v 2.0 dated 20 January 2005	POINQ0086108F	FUJ00079937
247.	POA Customer Service Incident Management Process v 4.0 dated 2 August 2005	POINQ0086139F	FUJ00079968
248.	CS Support Services Operations Manual v 1.0 dated 7 November 2000	POINQ0238592F	FUJ00232449
249.	CS Support Services Operations Manual v 2.0 dated 29 January 2001	POINQ0126638F	FUJ00120446
250.	Operations Manual for the Customer Service Directorate v 1.0 dated 26 November 2001	POINQ0086046F	FUJ00079875
251.	Operations Manual for the Customer Service Directorate v 2.0 dated 1 May 2002	POINQ0086059F	FUJ00079888
252.	End-to-End Support Process, Operational Level Agreement v 2.0 dated 17 June 2003	POINQ0086068F	FUJ00079897
253.	Horizon Systems Helpdesk: Service Description v 1.0 dated 20 December 2002	POINQ0086599F	FUJ00080428
254.	Service Description for Systems Management Service v 1.0 dated 18 December 2002	POINQ0126644F	FUJ00120452
255.	Service Description for Third Line Software Support Service v 1.0 dated 19 December 2002	POINQ0126662F	FUJ00120470
256.	TPS Reconciliation & Incident Management v 2.0 dated 30 April 2002	POINQ0086052F	FUJ00079881
257.	TPS Reconciliation & Incident Management v 4.0 dated 19 December 2002	POINQ0086055F	FUJ00079884
258.	TPS Reconciliation & Incident Management v 5.0 dated 17 October 2005	POINQ0086147F	FUJ00079976
259.	Network Banking Reconciliation & Incident Management v 1.0 dated 19 December 2001	POINQ0126658F	FUJ00120466
260.	Network Banking Data Reconciliation Service v 1.0 dated 20 December 2002	POINQ0007910F	FUJ00001739
261.	Service Description for Data Centre Operations Service v 1.0 dated 20 December 2002	POINQ0007904F	FUJ00001733
262.	Service Description for Data Centre Operations Service v 2.0 dated 8 February 2005	POINQ0008096F	FUJ00001925

Exhibit no.	Document description	Control No.	URN
263.	ICL Pathway Development Directorate Incident/Defect Management v 1.0 dated 25 October 2000	POINQ0085994F	FUJ00079823
264.	Post Office Account Systems Integration Directorate Incident/Defect Management v 2.0 dated 5 September 2003	POINQ0086073F	FUJ00079902
265.	Peak User Guide v 1.0 dated 8 October 2004	POINQ0086097F	FUJ00079926
266.	Peak User Guide v 2.0 dated 29 June 2011	POINQ0086375F	FUJ00080204
267.	Peak Administration Guide v 1.0 dated 3 April 2013	POINQ0086402F	FUJ00080231
268.	Peak User Guide v 3.0 dated 18 April 2016	POINQ0086503F	FUJ00080332
269.	HNGA Robustness (Service Delivery Metrics) Report v 1.0 dated 12 March 2021	POINQ0238860F	FUJ00232717
270.	Reconciliation and Incident Management Joint Working Document v 1.0 dated 20 April 2007	POINQ0238729F	FUJ00232586
271.	Reconciliation and Incident Management Joint Working Document v 2.0 dated 14 June 2011	POINQ0086386F	FUJ00080215
272.	Reconciliation and Incident Management Joint Working Document v 3.0 dated 30 April 2012	POINQ0086395F	FUJ00080224
273.	Reconciliation and Incident Management Joint Working Document v 4.0 dated 24 June 2020	POINQ0241097F	FUJ00234980
274.	Reconciliation and Incident Management Joint Working Document v 5.0 dated 14 June 2024	POINQ0249171F	FUJ00243146
275.	CS Operations Services Operations Manual v 1.0 dated 7 November 2000	POINQ0238597F	FUJ00232454
276.	CS Operations Services Operations Manual v 2.0 dated 24 January 2001	POINQ0126678F	FUJ00120486
277.	CS Infrastructure Services Operations Manual v 1.0 dated 7 November 2000	POINQ0126187F	FUJ00119995
278.	Pathway Release Policy v 1.0 dated 26 November 1996	POINQ0238567F	FUJ00232424
279.	Pathway Release Policy v 2.0 dated 29 March 1999	POINQ0238576F	FUJ00232433
280.	Pathway Release Policy v 3.0 dated 28 June 1999	POINQ0238578F	FUJ00232435
281.	Pathway Release Policy v 4.0 dated 14 July 1999	POINQ0238584F	FUJ00232441
282.	Pathway Release Policy v 5.0 dated 16 July 1999	POINQ0124362F	FUJ00118128
283.	Release Management Processes v 1.0 dated 26 January 2001	POINQ0238610F	FUJ00232467

Exhibit no.	Document description	Control No.	URN
284.	Release Management Processes v 2.0 dated 2 February 2001	POINQ0238614F	FUJ00232471
285.	ICL Pathway Problem Management Process v 1.2 dated 25 May 1998	POINQ0085968F	FUJ00079797
286.	ICL Pathway Problem Management Process v 2.0 dated 26 August 1999	POINQ0126183F	FUJ00119991
287.	ICL Pathway Customer Service Problem Management Process v 3.0 dated 13 November 2000	POINQ0086024F	FUJ00079853
288.	ICL Pathway Customer Service Problem and Alert Management Process v 4.0 dated 27 November 2001	POINQ0126184F	FUJ00119992
289.	POA Customer Service Problem Management Process Details v 5.0 dated 20 January 2005	POINQ0086106F	FUJ00079935
290.	POA Customer Service Problem Management Process Details v 6.0 dated 29 July 2005	POINQ0086124F	FUJ00079953
291.	ICL Pathway Customer Service End-to-End Customer Complaint Process v 1.0 dated 5 September 2000	POINQ0085997F	FUJ00079826
292.	Service Review - Performance Statistics dated 15 May 2001	POINQ0127279F	FUJ00121087
293.	POA Customer Service Incident Management Process v 1.0 dated 6 November 2006	POINQ0086174F	FUJ00080003
294.	POA Customer Service Incident Management Process v 2.0 dated 2 April 2007	POINQ0086198F	FUJ00080027
295.	RMGA Customer Service Incident Management Process v 3.0 dated 28 July 2009	POINQ0126243F	FUJ00120051
296.	RMGA Customer Service Incident Management Process v 4.0 dated 3 August 2009	POINQ0086247F	FUJ00080076
297.	RMGA Operations Incident Management Procedure v 5.0 dated 6 July 2011	POINQ0086376F	FUJ00080205
298.	POA Operations Incident Management Procedure v 6.0 dated 13 November 2013	POINQ0086415F	FUJ00080244
299.	POA Operations Incident Management Procedure v 7.0 dated 17 July 2014	POINQ0086469F	FUJ00080298
300.	POA Operations Incident Management Procedure v 8.0 dated 12 July 2016	POINQ0086541F	FUJ00080370
301.	POA Operations Incident Management Procedure v 9.0 dated 12 September 2017	POINQ0086559F	FUJ00080388
302.	POA Operations Incident Management Procedure v 10.0 dated 29 January 2019	POINQ0241098F	FUJ00234981

Exhibit no.	Document description	Control No.	URN
303.	POA Operations Incident Management Procedure v 11.0 dated 18 June 2020	POINQ0241099F	FUJ00234982
304.	POA Operations Incident Management Procedure v 12.0 dated 15 July 2020	POINQ0241100F	FUJ00234983
305.	POA Operations Incident Management Procedure v 13.0 dated 1 September 2020	POINQ0241101F	FUJ00234984
306.	POA Operations Incident Management Procedure v 14.0 dated 21 January 2021	POINQ0241102F	FUJ00234985
307.	POA Operations Incident Management Procedure v 15.0 dated 5 July 2021	POINQ0241103F	FUJ00234986
308.	POA Operations Incident Management Procedure v 16.0 dated 8 September 2021	POINQ0241104F	FUJ00234987
309.	POA Operations Incident Management Procedure v 17.0 dated 24 February 2023	POINQ0241105F	FUJ00234988
310.	POA Operations Incident Management Procedure v 18.0 dated 15 January 2024	POINQ0241106F	FUJ00234989
311.	End to End Application Support Strategy v 1.0 dated 28 July 2011	POINQ0086383F	FUJ00080212
312.	End to End Application Support Strategy v 2.0 dated 23 September 2020	POINQ0249168F	FUJ00243143
313.	Application Support Service (Fourth Line): Service Description v 6.0 dated 13 March 2014	POINQ0086464F	FUJ00080293
314.	CCN No. 1732 dated 28 March 2023	POINQ0239264F	FUJ00233121
315.	CCN No. 1749 dated 30 October 2023	POINQ0241064F	FUJ00234947
316.	Release Management Strategy v 1.0 dated 26 January 2015	POINQ0238809F	FUJ00232666
317.	Service Management Service: Service Description v 5.0 dated 30 November 2016	POINQ0086551F	FUJ00080380
318.	The BED Current Process Report v 1.0 dated 26 February 2021	POINQ0238859F	FUJ00232716
319.	Operational Level Agreement for Application 4th line support of HNGX v 2.0 dated 5 April 2013	POINQ0086403F	FUJ00080232
320.	Terms of Reference for POA BIF and PTF v 1.0 dated 30 July 2014	POINQ0238799F	FUJ00232656
321.	POA Improvements Log v 0.9 dated 1 March 2022	POINQ0238985F	FUJ00232842
322.	BED Current Process Report v 1.0 dated 26 February 2021		POL00030527
323.	HDR Defects update report dated 30 July 2021	POINQ0238864F	FUJ00232721
324.	Customer Business Impact Forum (CBIF) Proposal dated 17 June 2022	POINQ0238996F	FUJ00232853
325.	Horizon Support Knowledge Base Review Forum Terms of Reference dated 11 March 2020	POINQ0238819F	FUJ00232676

Exhibit no.	Document description	Control No.	URN
326.	Horizon Governance Terms of Reference v 1.0 dated 7 September 2020	POINQ0238846F	FUJ00232703
327.	Horizon Known Errors Joint Review Working Group Terms of Reference dated September 2020	POINQ0238852F	FUJ00232709
328.	Horizon Defects Review Terms of Reference dated 25 June 2021	POINQ0238871F	FUJ00232728
329.	Drop and Go Weekly Report dated 20 July 2020	POINQ0238940F	FUJ00232797
330.	Drop and Go Weekly Report: Horizon Known Error - jsim1215Q dated 20 July 2020	POINQ0238941F	FUJ00232798
331.	Spreadsheet titled "Enhancem-06455-020" dated 9 December 2021	POINQ0238943F	FUJ00232800
332.	Document titled "Meeting Agenda: Enhancement and External to Fujitsu Domain" dated 2 November 2020	POINQ0238944F	FUJ00232801
333.	Document titled "Meeting Agenda: Enhancement and External to Fujitsu Domain" dated 9 November 2020	POINQ0238945F	FUJ00232802
334.	Document titled "Meeting Minutes: Enhancement and External to Fujitsu Domain" dated 9 November 2020	POINQ0238946F	FUJ00232803
335.	Minutes of Horizon Known Error Review meeting held on 29 June 2020	POINQ0238942F	FUJ00232799
336.	Email chain from S. Bansal to S. Browell with subject "Horizon Know Error review WC 25/01/2021" dated 25 January 2021	POINQ0238854F	FUJ00232711
337.	POA Improvements Log v 0.2 dated 15 September 2021	POINQ0238883F	FUJ00232740
338.	POA Improvements Log dated 29 November 2021	POINQ0238966F	FUJ00232823
339.	Horizon Defects Review Forum - Meeting Notes dated 18 September 2023	POINQ0239263F	FUJ00233120
340.	Email chain from S. Bansal to S. Browell copying M. Hatch, S. Bothick and M. Lenton with subject "Branch Impacting Problems - Terms of Reference" dated 11 August 2023	POINQ0239135F	FUJ00232992
341.	Horizon Defects Review Terms of Reference v 3.2 dated 3 January 2023	POINQ0239015F	FUJ00232872
342.	Email from M. Stevens to M. Hatch with subject "Measurement of Impacted Branches" dated 26 July 2023	POINQ0239131F	FUJ00232988
343.	Spreadsheet titled "Defect Tracker" dated 28 February 2022	POINQ0238972F	FUJ00232829
344.	Spreadsheet titled "Defect Tracker" dated 12 September 2023	POINQ0239250F	FUJ00233107

Exhibit no.	Document description	Control No.	URN
345.	Email chain from S. Browell to P. Smith and S. Bansal copying M. Godbold with subject "CBIF - Move to Monday" dated 25 June 2021	POINQ0239265F	FUJ00233122
346.	Email from S. Browell copying S. Bansal, A. Woodley, S. Bothick and M. Hatch with subject "HDR Defects update report - 24.09.2021" dated 24 September 2021	POINQ0238888F	FUJ00232745
347.	POA Improvements Log v 0.1 dated 27 August 2021	POINQ0238878F	FUJ00232735
348.	Slide deck titled "Horizon Issues Remediation Programme" dated 10 November 2021	POINQ0239147F	FUJ00233004
349.	Request to Quote Supplier Response Details dated 19 July 2022	POINQ0239268F	FUJ00233125
350.	Change Work Order No. 0369 dated 15 January 2021	POINQ0239267F	FUJ00233124
351.	Slide deck titled "POA Improvements: Communicating the Changes" dated 21 September 2021	POINQ0238886F	FUJ00232743
352.	Post Office Account Defect Management Reporting v 0.1 dated 3 October 2022	POINQ0239000F	FUJ00232857
353.	Post Office Account Defect Management Reporting v 1.0 dated 17 March 2023	POINQ0241108F	FUJ00234991
354.	Post Office Account Defect Management Reporting v 2.0 dated 3 August 2023	POINQ0241109F	FUJ00234992
355.	Post Office Account Defect Management Reporting v 3.0 dated 26 April 2024	POINQ0241110F	FUJ00234993
356.	Slide deck titled "Live Defect Management on POA" dated 22 October 2021	POINQ0238896F	FUJ00232753
357.	POA Improvements Log v 0.7 dated 24 January 2022	POINQ0238965F	FUJ00232822
358.	Slide deck titled "There's a Peak in my stack..." dated 1 June 2022	POINQ0238993F	FUJ00232850
359.	Horizon Defects Review Terms of Reference dated 21 February 2022	POINQ0238988F	FUJ00232845
360.	Slide deck titled "Live Defect Management Update HNG Business Review - August 2023" dated 1 September 2023	POINQ0239137F	FUJ00232994
361.	Slide deck titled "Live Defect Management Updates for Business Reviews - Jan-22 to Oct-22" dated 1 November 2022	POINQ0239001F	FUJ00232858
362.	Spreadsheet titled "Live Affecting Defects" dated 17 February 2022	POINQ0238968F	FUJ00232825
363.	Email from P. Elmes to C. Harrison, G. Seemungal, G. Baker and others with subject "Live Defect Status 17/02/2022" dated 17 February 2022	POINQ0238967F	FUJ00232824

Exhibit no.	Document description	Control No.	URN
364.	Document titled "POL HNG-X All Live Defects Report" dated 12 August 2022	POINQ0238999F	FUJ00232856
365.	Email from S. Browell to R. Gogna and P. Smith with subject "HNG-X - All Live Defects Report for POL - 12.08.2022" dated 12 August 2022	POINQ0238998F	FUJ00232855
366.	Post Office Account Defect Management Reporting v 0.5 dated 9 November 2022	POINQ0239002F	FUJ00232859
367.	Spreadsheet titled "HDR Defects Update Report" v 1.0 dated 2 December 2022	POINQ0239019F	FUJ00232876
368.	Email from M. Hatch to P. Smith and L. Millar with subject "HDR Defects Update Report - 02.12.2022 - v1.0" dated 2 December 2022	POINQ0239018F	FUJ00232875
369.	Post Office Account Defect Management Reporting v 0.7 dated 7 December 2022	POINQ0239008F	FUJ00232865
370.	Email chain from M. Hatch to R. Gogna and L. Millar with subject "HNG-X - All Live Defects Report for POL - 16.02.2023" dated 1 March 2023	POINQ0239017F	FUJ00232874
371.	Transcript of video file titled "POA Improvements Overview - S. Bothick" dated 5 August 2021	POINQ0249286F	FUJ00243261
372.	Transcript of video file titled "Updates on ways of working PEAK - C. Maving" dated 4 August 2021	POINQ0249288F	FUJ00243263
373.	Transcript of video file titled "End-to-end peak process changes overview - M. Swain" dated 9 August 2021	POINQ0249290F	FUJ00243265
374.	Transcript of video file titled "End-to-end peak process changes overview - M. Swain" dated 12 August 2021	POINQ0249292F	FUJ00243267
375.	Slide deck titled "Live Defect Management on POA" v 0.7 dated 15 March 2022	POINQ0238990F	FUJ00232847
376.	Slide deck titled "Live Defect Management: Stack Owner Update" dated 31 May 2022	POINQ0238992F	FUJ00232849
377.	POA Live Defect Management Procedures v 1.0 dated 17 October 2023	POINQ0239284F	FUJ00233141
THE PRIVILEGED ACCESS OBLIGATIONS			
378.	Pathway Security Policy v 3.0 dated 8 October 1996	POINQ0007437F	FUJ00001266
379.	ICL Pathway Security Policy v 4.0 dated 30 April 1999	POINQ0007465F	FUJ00001294
380.	ICL Pathway Security Policy v 5.0 dated 13 November 2000	POINQ0238598F	FUJ00232455
381.	ICL Pathway Security Policy v 6.0 dated 20 November 2000	POINQ0238600F	FUJ00232457

Exhibit no.	Document description	Control No.	URN
382.	Pathway Security Policy v 7.0 dated 28 May 2002	POINQ0238642F	FUJ00232499
383.	Access Control Policy v 1.0 dated 17 April 1997	POINQ0123668F	FUJ00117497
384.	Access Control Policy v 3.0 dated 18 December 1998	POINQ0094164F	FUJ00087993
385.	Access Control Policy v 4.0 dated 16 July 2002	POINQ0094189F	FUJ00088018
386.	Access Control Policy v 5.0 dated 28 August 2002	POINQ0094217F	FUJ00088046
387.	Pathway Security Policy v 8.0 dated 2 September 2002	POINQ0007846F	FUJ00001675
388.	Pathway Security Policy v 9.0 dated 24 January 2003	POINQ0007919F	FUJ00001748
389.	Horizon Security Policy v 10.0 dated 11 November 2004	POINQ0238685F	FUJ00232542
390.	Horizon Security Policy v 11.0 dated 23 June 2006	POINQ0238697F	FUJ00232554
391.	Horizon Security Policy v 12.0 dated 5 April 2007	POINQ0008217F	FUJ00002046
392.	Access Control Policy v 6.0 dated 8 August 2003	POINQ0094258F	FUJ00088087
393.	Horizon Access Control Policy v 7.0 dated 14 April 2005	POINQ0094326F	FUJ00088155
394.	Security Management Service: Service Description v 1.0 dated 24 August 2006	POINQ0094351F	FUJ00088180
395.	Security Management Service: Service Description v 2.0 dated 31 December 2008	POINQ0094508F	FUJ00088337
396.	Security Management Service: Service Description v 3.0 dated 15 October 2010	POINQ0094854F	FUJ00088683
397.	Security Management Service: Service Description v 3.5 dated 25 November 2013	POINQ0095039F	FUJ00088868
398.	Security Management Service: Service Description v 4.0 dated 4 December 2013	POINQ0095040F	FUJ00088869
399.	Security Management Service: Service Description v 5.0 dated 4 April 2014	POINQ0095068F	FUJ00088897
400.	Security Management Service: Service Description v 6.0 dated 21 May 2015	POINQ0095323F	FUJ00089152
401.	Security Management Service: Service Description v 8.0 dated 26 April 2023	POINQ0239116F	FUJ00232973
402.	Security Management Service: Service Description v 9.0 dated 25 September 2023	POINQ0241120F	FUJ00235003
403.	Horizon Access Control Policy v 8.0 dated 2 June 2009	POINQ0094613F	FUJ00088442
404.	CCN No. 1294d dated 15 March 2012	POINQ0007219F	FUJ00001048
405.	RMGA Information Security Policy v 5.0 dated 15 September 2009	POINQ0094667F	FUJ00088496

Exhibit no.	Document description	Control No.	URN
406.	Post Office HNG-X Account Information Security Policy v 6.0 dated 23 January 2014	POINQ0008737F	FUJ00002566
407.	Post Office HNG-X Account ISMS Manual v 5.0 dated 30 April 2014	POINQ0238798F	FUJ00232655
408.	Post Office HNG-X Account ISMS Manual v 5.0 (withdrawn on 31 May 2017)	POINQ0241123F	FUJ00235006
409.	RMGA Information Security Policy v 1.0 dated 25 July 2008	POINQ0008241F	FUJ00002070
410.	RMGA Information Security Policy v 2.0 dated 5 August 2008	POINQ0238749F	FUJ00232606
411.	RMGA Information Security Policy v 3.0 dated 20 October 2008	POINQ0008244F	FUJ00002073
412.	RMGA Information Security Policy v 4.0 dated 12 February 2009	POINQ0094509F	FUJ00088338
413.	Post Office HNG-X Account Information Security Policy v 6.0 dated 23 January 2014	POINQ0095045F	FUJ00088874
OPERATIONAL SERVICES RELATING TO PRIVILEGED ACCESS			
414.	Access Control Policy v 2.0 dated 24 February 1998	POINQ0094160F	FUJ00087989
SUMMARY OF MEASURES RELATING TO PRIVILEGED ACCESS			
415.	Service Description for Implementation and maintenance of security policy and procedures v 1.0 dated 6 January 2003	POINQ0007914F	FUJ00001743
416.	Service Description for the Security Management Service v 2.0 dated 2 December 2004	POINQ0178203F	FUJ00172022
417.	Service Description for the Security Management Service v 3.0 dated 6 March 2006	POINQ0238693F	FUJ00232550
418.	Security Functional Specification v 3.0 dated 3 December 1997	POINQ0094159F	FUJ00087988
419.	Security Functional Specification v 4.0 dated 12 May 1999	POINQ0007464F	FUJ00001293
420.	Security Functional Specification v 5.0 dated 23 July 2002	POINQ0094195F	FUJ00088024
421.	Security Functional Specification v 6.0 dated 12 September 2002	POINQ0094224F	FUJ00088053
422.	Security Functional Specification v 7.0 dated 24 January 2003	POINQ0007918F	FUJ00001747
423.	Security Functional Specification v 8.0 dated 23 March 2005	POINQ0094314F	FUJ00088143
424.	Security Functional Specification v 9.0 dated 1 February 2006	POINQ0094338F	FUJ00088167
425.	Security Management Procedures v 1.0 dated 10 May 1999	POINQ0094175F	FUJ00088004
426.	OpenSSH Support Guide v 1.0 dated 30 June 2003	POINQ0094253F	FUJ00088082

Exhibit no.	Document description	Control No.	URN
427.	OpenSSH Support Guide v 2.0 dated 9 October 2003	POINQ0094270F	FUJ00088099
428.	OpenSSH Support Guide v 3.0 dated 25 May 2004	POINQ0094286F	FUJ00088115
429.	OpenSSH Support Guide v 4.0 dated 9 February 2005	POINQ0094311F	FUJ00088140
430.	DRS Host Support Guide v 5.0 dated 13 April 2005	POINQ0096890F	FUJ00090719
431.	Customer Service Operational Change Procedure v 0.1 dated 3 May 2000	POINQ0238663F	FUJ00232520
432.	Customer Service Operational Change Procedure v 0.4 dated 20 November 2003	POINQ0238680F	FUJ00232537
433.	Customer Service Operational Change Procedure v 0.5 dated 24 February 2004	POINQ0238681F	FUJ00232538
434.	Customer Service Operational Change Procedure v 1.0 dated 18 March 2004	POINQ0238682F	FUJ00232539
435.	SSC Work Instruction WI1640J dated 10 November 1999	POINQ0158438F	FUJ00152244
436.	Group Definitions for the Secure NT Build v 1.0 dated 4 November 1999	POINQ0238587F	FUJ00232444
437.	Group Definitions for the Secure NT Build v 2.0 dated 30 January 2000	POINQ0238588F	FUJ00232445
438.	Group Definitions for the Secure NT Build v 3.0 dated 18 October 2000	POINQ0238590F	FUJ00232447
439.	Group Definitions for the Secure NT Build v 4.0 dated 6 February 2001	POINQ0238615F	FUJ00232472
440.	Group Definitions for the Secure NT Build v 5.0 dated 5 June 2001	POINQ0238620F	FUJ00232477
441.	Group Definitions for the Secure NT Build v 6.0 dated 14 January 2002	POINQ0238630F	FUJ00232487
442.	Secure Support Role Definitions for SECURENT Build v 1.0 dated 8 August 2003	POINQ0094267F	FUJ00088096
443.	Secure Support Role Definitions for SECURENT Build v 2.0 dated 18 March 2004	POINQ0094275F	FUJ00088104
444.	Secure Support Role Definitions for SECURENT Build v 3.0 dated 22 July 2004	POINQ0094289F	FUJ00088118
445.	Secure Support Role Definitions for SECURENT Build v 4.0 dated 4 December 2004	POINQ0094303F	FUJ00088132
446.	Secure Support Role Definitions for SECURENT Build v 5.0 dated 25 May 2006	POINQ0094349F	FUJ00088178
447.	Secure Support Role Definitions for SECURENT Build v 6.0 dated 30 May 2007	POINQ0094379F	FUJ00088208
448.	Secure Support System Outline Design v 1.0 dated 2 August 2002	POINQ0094207F	FUJ00088036

Exhibit no.	Document description	Control No.	URN
449.	Platform Physical Design for the Secure Access Server v 1.0 dated 24 October 2002	POINQ0094235F	FUJ00088064
450.	Fujitsu Services RMGA Information Security Management System (ISMS) Manual v 1.0 dated 30 April 2008	POINQ0238747F	FUJ00232604
451.	Fujitsu Services RMGA Information Security Management System (ISMS) Manual v 2.0 dated 21 July 2010	POINQ0238762F	FUJ00232619
452.	Fujitsu Services Post Office Account Information Security Management System (ISMS) Manual v 3.0 dated 21 December 2012	POINQ0238795F	FUJ00232652
453.	Post Office HNG-X Account ISMS Manual v 4.0 dated 29 January 2014	POINQ0238797F	FUJ00232654
454.	Host Branch database Support Guide v 1.0 dated 29 October 2009	POINQ0094720F	FUJ00088549
455.	Host Branch Database Support Guide v 2.0 dated 3 February 2011	POINQ0094901F	FUJ00088730
456.	Host Branch Database Support Guide v 3.0 dated 21 September 2011	POINQ0094968F	FUJ00088797
457.	Host Branch Database Support Guide v 4.0 dated 20 February 2012	POINQ0094977F	FUJ00088806
458.	Host Branch Database Support Guide v 5.0 dated 21 June 2013	POINQ0095007F	FUJ00088836
459.	Host Branch Database Support Guide v 6.0 dated 15 January 2015	POINQ0095218F	FUJ00089047
460.	Host Branch Database Support Guide v 7.0 dated 20 February 2015	POINQ0095271F	FUJ00089100
461.	Host Branch Database Support Guide v 8.0 dated 15 April 2015	POINQ0095283F	FUJ00089112
462.	Host Branch Database Support Guide v 9.0 dated 25 August 2015	POINQ0095352F	FUJ00089181
463.	Host Branch Database Support Guide v 10.0 dated 14 December 2015	POINQ0095390F	FUJ00089219
464.	Host Branch Database Support Guide v 11.0 dated 3 January 2017	POINQ0095716F	FUJ00089545
465.	Host Branch Database Support Guide v 12.0 dated 26 April 2017	POINQ0095756F	FUJ00089585
466.	Host Branch Database Support Guide v 13.0 dated 16 August 2017	POINQ0095777F	FUJ00089606
467.	Host Branch Database Support Guide v 14.0 dated 2 October 2017	POINQ0095792F	FUJ00089621
468.	Host Branch Database Support Guide v 15.0 dated 15 January 2018	POINQ0095847F	FUJ00089676
469.	Host Branch Database Support Guide v 16.0 dated 14 May 2018	POINQ0241065F	FUJ00234948
470.	Host Branch Database Support Guide v 17.0 dated 27 June 2019	POINQ0241066F	FUJ00234949

Exhibit no.	Document description	Control No.	URN
471.	Host Branch Database Support Guide v 18.0 dated 16 October 2019	POINQ0241067F	FUJ00234950
472.	Host Branch Database Support Guide v 19.0 dated 27 March 2020	POINQ0241068F	FUJ00234951
473.	Host Branch Database Support Guide v 20.0 dated 16 April 2020	POINQ0241069F	FUJ00234952
474.	Host Branch Database Support Guide v 21.0 dated 11 December 2020	POINQ0241070F	FUJ00234953
475.	Host Branch Database Support Guide v 22.0 dated 28 January 2021	POINQ0241071F	FUJ00234954
476.	Host Branch Database Support Guide v 23.0 dated 23 July 2021	POINQ0241072F	FUJ00234955
477.	Host Branch Database Support Guide v 24.0 dated 29 July 2022	POINQ0241073F	FUJ00234956
478.	Host Branch Database Support Guide v 25.0 dated 1 September 2022	POINQ0241074F	FUJ00234957
479.	Host Branch Database Support Guide v 26.0 dated 9 May 2024	POINQ0241075F	FUJ00234958
480.	DRS Host Support Guide v 1.0 dated 28 October 2009	POINQ0094717F	FUJ00088546
481.	DRS Host Support Guide v 2.0 dated 10 June 2013	POINQ0241076F	FUJ00234959
482.	DRS Host Support Guide v 3.0 dated 21 January 2015	POINQ0095244F	FUJ00089073
483.	DRS Host Support Guide v 4.0 dated 18 July 2016	POINQ0241077F	FUJ00234960
484.	DRS Host Support Guide v 5.0 dated 19 April 2017	POINQ0095753F	FUJ00089582
485.	DRS Host Support Guide v 6.0 dated 24 December 2019	POINQ0241078F	FUJ00234961
486.	DRS Host Support Guide v 7.0	POINQ0241079F	FUJ00234962
487.	DRS Host Support Guide v 8.0	POINQ0241080F	FUJ00234963
488.	DRS Host Support Guide v 9.0 dated 20 June 2023	POINQ0241081F	FUJ00234964
489.	RMGA User Management Procedure v 1.0 dated 27 July 2009	POINQ0241127F	FUJ00235010
490.	Post Office Account User Access Procedure v 11.0 dated 7 November 2017	POINQ0095844F	FUJ00089673
491.	Post Office Account User Access Procedure v 12.0 dated 18 January 2019	POINQ0241128F	FUJ00235011
492.	Post Office Account User Access Procedure v 14.0 dated 19 August 2020	POINQ0241129F	FUJ00235012
493.	Post Office Account User Access Procedure v 15.0 dated 18 October 2021	POINQ0241130F	FUJ00235013
494.	Post Office Account User Access Procedure v 16.0 dated 1 September 2022	POINQ0241131F	FUJ00235014

Exhibit no.	Document description	Control No.	URN
495.	Post Office Account User Access Procedure v 17.0 dated 17 March 2023	POINQ0241132F	FUJ00235015
496.	Post Office Account User Access Procedure v 18.0 dated 20 June 2023	POINQ0241133F	FUJ00235016
497.	Post Office Account User Access Procedure v 19.0 dated 23 August 2023	POINQ0241134F	FUJ00235017
498.	Post Office Account User Access Procedure v 20.0 dated 3 November 2023	POINQ0241135F	FUJ00235018
499.	POA Privileged Account Policy v 1.0 dated 28 July 2022	POINQ0241124F	FUJ00235007
500.	POA Privileged Account Policy v 2.0 dated 23 March 2023	POINQ0241125F	FUJ00235008
501.	POA Privileged Account Policy v 3.0 dated 15 January 2024	POINQ0241126F	FUJ00235009
502.	POA Privileged Account Policy v 4.0 dated 23 May 2024	POINQ0249169F	FUJ00243144
503.	EY Management letter dated 19 May 2011	POINQ0093116F	FUJ00086945
504.	Draft response to EY dated 30 April 2012	POINQ0093140F	FUJ00086969
505.	EY Management letter dated 25 March 2012	POINQ0093141F	FUJ00086970
506.	Briefing for Fujitsu regarding Alan Bates & Others v Post Office Limited dated 23 February 2017	POINQ0093398F	FUJ00087227
507.	Change Work Order No. 0574 dated 1 March 2022	POINQ0238987F	FUJ00232844
508.	E-mail from Post Office Account Change Management to POA Programme Office, POA Finance Admin, A. Loveday and others with subject "CP2851 (Dim 7408) - CWO0574 - Rel Ind - APPROVED - New Customer Access Report (Updated)" dated 14 March 2022	POINQ0238989F	FUJ00232846
509.	Change Proposal No. 7408 dated 21 February 2022	POINQ0238970F	FUJ00232827
510.	CCN No. 1718 dated 25 May 2022	POINQ0239283F	FUJ00233140
511.	Refinement of Access Rights to Oracle Databases v 1.0 dated 31 March 2022	POINQ0238991F	FUJ00232848
512.	E-mail from Post Office Account Change Management to dl RMGA ChM CCB copying M. Mistry, G. Seemungal, G. Baker, S. Evans with subject "FOR INFORMATION: HNG-X CP2831 - Future - Refinement of access rights to non-BRDB databases (7388)" dated 18 January 2022	POINQ0238962F	FUJ00232819
513.	CP No. 7388 dated 18 January 2021	POINQ0238963F	FUJ00232820
514.	Horizon Data Changes Process Work Instruction v 1.1 dated 1 August 2023	POINQ0239132F	FUJ00232989

Exhibit no.	Document description	Control No.	URN
515.	Horizon Data Changes Process Work Instruction v 2.0 dated 11 August 2023	POINQ0239134F	FUJ00232991
516.	Horizon Data Changes Process Work Instruction v 3.0 dated 3 May 2024	POINQ0241107F	FUJ00234990
517.	Standardise Database Logging Configurations v 1.0 dated 8 November 2022	POINQ0239007F	FUJ00232864
518.	RFC Post Implementation Review dated 18 October 2016	POINQ0238813F	FUJ00232670
519.	Horizon Data Changes Process Work Instruction v 0.1 dated 28 June 2021	POINQ0238862F	FUJ00232719
520.	Horizon Data Changes Process Work Instruction v 1.0 dated 1 August 2022	POINQ0238997F	FUJ00232854
521.	RA Report dated 12 February 2021		POL00030526
MONITORING COMPLIANCE			
522.	Major Incident Report - Fujitsu Network Issue 19 10 2020 & 21 10 2020 dated 19 October 2020	POINQ0238847F	FUJ00232704
523.	Email from L. Brown to T. Atkinson, L. Machin, S. Bothick and others with subject "Service Management Review & Scorecard" dated 1 October 2010	POINQ0238763F	FUJ00232620
524.	Slide deck titled "Post Office Account Governance Review" dated 2 August 2013	POINQ0180981F	FUJ00174800
525.	Service Review - Performance Statistics v 3.0 dated 7 February 2000	POINQ0064392F	FUJ00058221
526.	Service Review - Performance Statistics v 2.2 dated 16 April 1999	POINQ0064384F	FUJ00058213
527.	Document titled "Service Review Book June 2007" v 1.0 dated 13 July 2007	POINQ0158467F	FUJ00152273
528.	Document titled "Service Review Book September 2007" v 1.0 dated 12 October 2007	POINQ0158470F	FUJ00152276
529.	April 2011 SMR Agenda dated 15 April 2011	POINQ0238768F	FUJ00232625
530.	Spreadsheet titled "Service Management Review: Actions" dated 15 April 2011	POINQ0238769F	FUJ00232626
531.	Service Review Book for March 2011 dated 13 April 2011	POINQ0238770F	FUJ00232627
532.	Email from H. Love to J. Davidson, T. Atkinson, M. Daniel Lamaziere, and others with subject "SMR Documentation - April" dated 15 April 2011	POINQ0238767F	FUJ00232624
533.	Slide deck titled "Post Office Horizon + AEI Cloud Connect DSL NG (TalkTalk Business) Migration" dated 13 July 2011	POINQ0238780F	FUJ00232637

Exhibit no.	Document description	Control No.	URN
534.	Slide deck titled "SMR Overview of SACM & Capacity Management Activities Manage Service Change (MSCs) in June 2011" dated 13 July 2011	POINQ0238781F	FUJ00232638
535.	Document titled "HNGx SMR Service Transition & Change Update" dated 8 July 2011	POINQ0238782F	FUJ00232639
536.	Email from A. J. Dockerty to J. Davidson, T. Atkinson, M. Daniel Lamaziere and others with subject "SMR Documentation" dated 15 July 2011	POINQ0238779F	FUJ00232636
537.	Document titled "Service Review Book July 2007" v 1.0 dated 14 August 2007	POINQ0158468F	FUJ00152274
538.	Document titled "Service Review" v 1.0 dated 12 July 2002	POINQ0231146F	FUJ00225029
539.	Service Review Book - Monthly Charts for October 2018	POINQ0238816F	FUJ00232673
540.	Service Management High Level Process Description Service Improvement dated 20 October 2000	POINQ0238591F	FUJ00232448
541.	Document titled "Notes of Horizon Service Review Forum" dated 22 November 2000	POINQ0126165F	FUJ00119973
542.	Document titled "Horizon Service Review Forum Summary Report on Service Review Forums for November 2000" dated 21 November 2000	POINQ0126166F	FUJ00119974
543.	Horizon Service Review Forum Summary Report on Service Review Forums dated March 2001	POINQ0238619F	FUJ00232476
544.	Horizon Service Review Forum Summary Report on Service Review Forums dated April 2002	POINQ0238641F	FUJ00232498
545.	Horizon Service Review Forum Summary Report on Service Review Forums dated March 2002	POINQ0238637F	FUJ00232494
546.	Spreadsheet titled "Hot Topics list" dated 17 October 2010	POINQ0239285F	FUJ00233142
547.	Assessment Control Page dated 9 March 2004	POINQ0086883F	FUJ00080712
548.	Assessment Control Page dated 1 February 2009	POINQ0086970F	FUJ00080799
549.	Local Security Audit Report - Networks - 2009 v 1.0 dated 18 August 2009	POINQ0086976F	FUJ00080805
550.	Document titled "Bureau Veritas Certification External Assessment Report" dated 15 November 2013	POINQ0086803F	FUJ00080632
551.	Document titled "Security Assessment" dated 26 July 2013	POINQ0086801F	FUJ00080630

Exhibit no.	Document description	Control No.	URN
552.	Document titled "Security Assessment" dated 20 April 2017	POINQ0086816F	FUJ00080645
553.	RMG BU Quality Management Report for June 2011 v 5.1 dated 28 June 2011	POINQ0087002F	FUJ00080831
554.	Quality Management Report (Nov 2011) v 10.0 dated 21 November 2011	POINQ0087013F	FUJ00080842
555.	Quality Management Report (December 2016) v 12.0 dated 2 February 2017	POINQ0087121F	FUJ00080950
556.	Assessment Control Page dated 30 August 2005	POINQ0086908F	FUJ00080737
557.	Letter from T. Jowett to W. Warham re: "Horizon Audit" dated 20 August 2020	POINQ0238843F	FUJ00232700
558.	SDLC Report v 1.0 dated 29 January 2021	POINQ0238858F	FUJ00232715
559.	Testing & QA Report v 1.0 dated 29 January 2021	POINQ0238857F	FUJ00232714
560.	The BED Report (29 BED as identified by Fraser J)		POL00030528
561.	HNG-X Agreement, Schedule A2 - Relationship and Governance v 14.0 updated January 2021	POINQ0238961F	FUJ00232818
562.	HNG-X Agreement, Schedule A2 - Relationship and Governance v 14.0 updated June 2022	POINQ0238994F	FUJ00232851
563.	HNG-X Agreement, Schedule A2 - Relationship and Governance v 14.0 updated September 2022	POINQ0239129F	FUJ00232986
564.	HNG-X Agreement, Schedule A2 - Relationship and Governance v 14.0 updated July 2023	POINQ0239127F	FUJ00232984
565.	Horizon Defects Review Terms of Reference dated 3 January 2023	POINQ0239128F	FUJ00232985
566.	Presentation titled "Post Office & Fujitsu Monthly Governance Review - July Period" dated 9 August 2023	POINQ0239133F	FUJ00232990
FINANCIAL PENALTIES			
567.	Service Review for March 2004 dated 14 April 2004	POINQ0238683F	FUJ00232540
LIQUIDATED DAMAGES			
568.	POA Customer Service Major Incident Process v 1.0 dated 3 October 2006	POINQ0086169F	FUJ00079998
569.	Major Incident Report dated 8 February 2006	POINQ0238692F	FUJ00232549
570.	Minutes of Horizon Service Management Forum Minutes held on 24 April 2006	POINQ0238695F	FUJ00232552
571.	Credit Memo No. 8024533 dated 21 July 2006	POINQ0238699F	FUJ00232556

Exhibit no.	Document description	Control No.	URN
572.	Document titled "Commercial Guidance - Applicability of Liquidated Damages to the Red Alert that occurred on 27/07" dated 2 August 2011	POINQ0238793F	FUJ00232650
573.	SLA Performance Remedy and Business Incident Payments Process v 1.0 dated 12 December 2000	POINQ0238604F	FUJ00232461
574.	Document titled "Manual Error Report - Liquidated Damages Costs" dated 21 December 2010	POINQ0238765F	FUJ00232622
575.	Business Incident Management Service High Level Design v 2.1 dated 21 November 2001	POINQ0146372F	FUJ00140177
576.	Monthly Incident Review (January 1999) dated 1 February 1999	POINQ0064533F	FUJ00058362
577.	Monthly Incident Review (March 2000) dated 13 April 2000	POINQ0238609F	FUJ00232466
578.	Monthly TIP Operational Review Book (October 2002) v 1.0 dated 7 November 2002	POINQ0238664F	FUJ00232521
579.	Data Errors & Not Data Errors - Contractual Definitions v 1.0 dated 20 December 2002	POINQ0238668F	FUJ00232525
580.	Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2 - PART 3 (Liability Assignment) v 0.C dated 6 February 1999	POINQ0238575F	FUJ00232432
581.	Case Law Referral No. 0001 dated 25 February 2000	POINQ0239120F	FUJ00232977
582.	BIMS Charging Details Report for February 2010 dated 6 July 2007	POINQ0238761F	FUJ00232618
583.	Monthly Incident Review (June 2000) v 1.4 dated 10 July 2000	POINQ0064645F	FUJ00058474
584.	Spreadsheet titled "MERJun_Jly_Aug1" dated 20 July 2000	POINQ0238589F	FUJ00232446
585.	Case Law Referral No. 0004 dated 22 March 2000	POINQ0239121F	FUJ00232978
586.	Case Law Referral No. 0005 dated 22 March 2000	POINQ0239123F	FUJ00232980
587.	Letter from C. Lenton-Smith to K. Baines re: "Without Prejudice - RE: BIMS Incidents" dated 25 October 2001	POINQ0238625F	FUJ00232482
588.	Letter from M. J. Hannon to C. Lenton-Smith re: "BIMS Incidents" dated 16 July 2002	POINQ0239117F	FUJ00232974
589.	Letter from C. Lenton Smith to M. Hannon re: "Without Prejudice - Re BIMS Incidents" dated 13 September 2002	POINQ0238651F	FUJ00232508

Exhibit no.	Document description	Control No.	URN
590.	E-mail chain from C. Wadeson to J. Moran copying C. Lenton-Smith with subject "Another question" dated 20 May 2003	POINQ0238678F	FUJ00232535
591.	E-mail chain from C. Wadeson to J. Moran copying C. Lenton-Smith with subject "Another question" dated 20 May 2003	POINQ0238679F	FUJ00232536
592.	Spreadsheet titled "Commercial Forum Mar" dated 24 March 2003	POINQ0238675F	FUJ00232532
593.	Case Law Referral No. 0007 dated 8 November 1999	POINQ0239124F	FUJ00232981
594.	Case Law Referral No. 0008 dated 8 February 2001	POINQ0239122F	FUJ00232979
595.	Case Law Referral No. 0009 dated 8 November 2001 (updated on 4 February 2002)	POINQ0239125F	FUJ00232982
596.	Case Law Referral No. 0009 dated 8 November 2001	POINQ0239119F	FUJ00232976
597.	Letter from C. Lenton-Smith to K. Baines re: "OBCS Failure - 8 November 2001" dated 18 January 2002	POINQ0238633F	FUJ00232490
598.	Pension Book MBCI (8th November 2001) Report v 1.0 dated 16 November 2001	POINQ0145370F	FUJ00139175
599.	E-mail chain from C. Lenton-Smith to R. Brunskill with subject "OBCS Failure - Letters" dated 7 February 2003	POINQ0238671F	FUJ00232528
600.	Credit Memo No. 8001005 dated 30 April 2003	POINQ0238677F	FUJ00232534
601.	Letter from K. Baines to C. Lenton-Smith re: "OBCS Failure - 8 November 2001" dated 14 December 2001.	POINQ0238626F	FUJ00232483
602.	E-mail chain from M. Riddell to C. Lenton-Smith, copying P. Westfield, R. Brunskill and P. Burden with subject "8th Nov Report" dated 19 December 2001	POINQ0238627F	FUJ00232484
603.	Pension Book MBCI (8th November 2001) Report v 1.0 dated 16 November 2001	POINQ0238628F	FUJ00232485
604.	E-mail from C. Lenton-Smith to R. Brunskill with subject "OBCS Failure - letters" dated 6 February 2003	POINQ0238670F	FUJ00232527
605.	Minutes of Horizon Commercial Forum Meeting held on 19 February 2003	POINQ0238673F	FUJ00232530
606.	Letter from K. Baines to C. Lenton-Smith re: "OBCS Failure on 8th November 2001" dated 28 February 2003	POINQ0238676F	FUJ00232533
607.	Letter from K. Baines to C. Lenton-Smith re: "OBCS Failure on 8th November 2001" dated 28 February 2003	POINQ0239126F	FUJ00232983

Exhibit no.	Document description	Control No.	URN
608.	ICL Pathway/Post Office Counters Limited Interface Agreement for the Network Business Support Centre and Horizon System Helpdesk v 2.0 dated 13 July 2000	POINQ0086577F	FUJ00080406
609.	Fujitsu Services Pathway/Post Office Limited Interface Agreement for the Network Business Support Centre and Horizon System Helpdesk v 3.0 dated 25 September 2002	POINQ0086592F	FUJ00080421
610.	Fujitsu Services /Post Office Ltd Interface Agreement for the Post Office Ltd Network Business Support Centre and Horizon System Helpdesk Interface v 5.0 dated 22 September 2004	POINQ0086620F	FUJ00080449
611.	Service Level Targets for Horizon Services v 1.0 dated 5 December 2002	POINQ0238650F	FUJ00232507
612.	Service Level Targets for Horizon Services v 3.0 dated 19 August 2005	POINQ0238687F	FUJ00232544
613.	Data Centre Operations Service - Service Description v 1.0 dated 31 August 2006	POINQ0094352F	FUJ00088181
614.	Data Centre Operations Service: Service Description v 2.0 dated 30 July 2009	POINQ0238754F	FUJ00232611
615.	Data Centre Operations Service: Service Description v 3.0 dated 8 October 2009	POINQ0238755F	FUJ00232612
616.	Data Centre Operations Service: Service Description v 4.0 dated 13 December 2013	POINQ0095041F	FUJ00088870
617.	Data Centre Operations Service: Service Description v 5.0 dated 4 February 2014	POINQ0095067F	FUJ00088896
618.	Data Centre Operations Service: Service Description v 6.0 dated 29 November 2016	POINQ0095715F	FUJ00089544
619.	Data Centre Operations Service: Service Description v 7.0 dated 23 June 2022	POINQ0241111F	FUJ00234994
620.	Data Centre Operations Service: Service Description v 8.0 dated 7 July 2023	POINQ0241112F	FUJ00234995
621.	Data Centre Operations Service: Service Description v 9.0 dated 30 May 2024	POINQ0249170F	FUJ00243145
622.	Horizon Service Desk Joint Working Document v 1.0 dated 27 July 2007	POINQ0086630F	FUJ00080459
623.	Horizon Service Desk Joint Working Document v 2.0 dated 4 September 2008	POINQ0086267F	FUJ00080096
624.	Horizon Service Desk Joint Working Document v 3.0 dated 26 February 2014	POINQ0086656F	FUJ00080485
625.	Service Level Target and Liquidated Damages Exclusions v 1.0 dated 19 June 2007	POINQ0008222F	FUJ00002051
626.	Service Level Target and Liquidated Damages Exclusions v 2.0 dated 20 November 2007	POINQ0008229F	FUJ00002058

Exhibit no.	Document description	Control No.	URN
627.	Service Level Target and Liquidated Damages Exclusions v 3.0 dated 18 March 2009	POINQ0008256F	FUJ00002085
628.	Service Level Target and Liquidated Damages Exclusions v 4.0 dated 15 December 2010	POINQ0008505F	FUJ00002334
629.	Service Level Target and Liquidated Damages Exclusions v 5.0 dated 14 January 2013	POINQ0008622F	FUJ00002451
630.	Service Level Target and Liquidated Damages Exclusions v 6.0 dated 26 February 2014	POINQ0008742F	FUJ00002571
631.	Service Level Target and Liquidated Damages Exclusions (v WD dated 3 December 2021)	POINQ0241096F	FUJ00234979
632.	Definitions of Engineering Service Priority and Local/Remote Locations v 1.0 dated 6 February 2007	POINQ0008214F	FUJ00002043
633.	Definitions of Engineering Service Priority and Local / Remote Locations v 2.0 dated 21 January 2009	POINQ0008250F	FUJ00002079
634.	Definitions of Engineering Service Priority and Local / Remote Locations v 3.0 dated 15 June 2012	POINQ0008615F	FUJ00002444
635.	POA Customer Service Major Incident Process v 2.0 dated 2 September 2008	POINQ0086225F	FUJ00080054
636.	RMGA Customer Service Major Incident Process v 3.0 dated 7 July 2009	POINQ0086242F	FUJ00080071
637.	POA Customer Service Major Incident Process v 4.0 dated 26 March 2010	POINQ0086280F	FUJ00080109
638.	POA Customer Service Major Incident Process v 5.0 dated 7 June 2010	POINQ0086287F	FUJ00080116
639.	POA Customer Service Major Incident Process v 6.0 dated 14 September 2010	POINQ0086360F	FUJ00080189
640.	POA Operations Major Incident Procedure v 7.0 dated 16 January 2012	POINQ0086393F	FUJ00080222
641.	POA Operations Major Incident Procedure v 8.0 dated 18 October 2013	POINQ0086410F	FUJ00080239
642.	POA Operations Major Incident Procedure v 9.0 dated 15 August 2014	POINQ0126253F	FUJ00120061
643.	POA Operations Major Incident Procedure v 12.0 dated 19 July 2016	POINQ0086547F	FUJ00080376
644.	POA Operations Major Incident Procedure v 13.0 dated 12 January 2017	POINQ0086552F	FUJ00080381
645.	POA Operations Major Incident Procedure v 14.0 dated 12 September 2017	POINQ0086565F	FUJ00080394
646.	POA Operations Major Incident Procedure v 15.0 dated 24 January 2019	POINQ0241083F	FUJ00234966

Exhibit no.	Document description	Control No.	URN
647.	POA Operations Major Incident Procedure v 16.0 dated 2 April 2020	POINQ0241084F	FUJ00234967
648.	POA Operations Major Incident Procedure v 17.0 dated 7 April 2020	POINQ0241085F	FUJ00234968
649.	POA Operations Major Incident Procedure v 18.0 dated 3 June 2020	POINQ0241086F	FUJ00234969
650.	POA Operations Major Incident Procedure v 19.0 dated 17 June 2020	POINQ0241087F	FUJ00234970
651.	POA Operations Major Incident Procedure v 20.0 dated 1 September 2020	POINQ0241088F	FUJ00234971
652.	POA Operations Major Incident Procedure v 21.0 dated 31 December 2020	POINQ0241089F	FUJ00234972
653.	POA Operations Major Incident Procedure v 22.0 dated 19 January 2021	POINQ0241090F	FUJ00234973
654.	POA Operations Major Incident Procedure v 23.0 dated 7 April 2021	POINQ0241091F	FUJ00234974
655.	POA Operations Major Incident Procedure v 24.0 dated 5 June 2021	POINQ0241092F	FUJ00234975
656.	POA Operations Major Incident Procedure v 25.0 dated 8 September 2021	POINQ0241093F	FUJ00234976
657.	POA Operations Major Incident Procedure v 26.0 dated 24 February 2023	POINQ0241094F	FUJ00234977
658.	Service Description for AP Client File Resend Service v 2.0 dated 20 December 2002	POINQ0238667F	FUJ00232524
659.	Service Description for AP Client File Resend Service v 3.0 dated 16 June 2003	POINQ0007980F	FUJ00001809
660.	Service Description for AP Client File Resend Service v 4.0 dated 17 May 2004	POINQ0008051F	FUJ00001880
661.	Service Description for AP Client File Resend Service v 5.0 dated 13 April 2005	POINQ0008119F	FUJ00001948
662.	Service Description for AP Client File Resend Service v 6.0 dated 12 April 2006	POINQ0008174F	FUJ00002003
663.	Service Description for AP Client File Resend Service v 7.0 dated 26 November 2008	POINQ0238751F	FUJ00232608
664.	HNG-X Business Continuity Framework v 2.0 dated 3 September 2010	POINQ0008413F	FUJ00002242
665.	POA HNG-X Business Continuity Framework v 3.0 dated 23 March 2015	POINQ0008964F	FUJ00002793
666.	POA HNG-X Business Continuity Framework v 4.0 dated 22 December 2016	POINQ0009399F	FUJ00003228
667.	POLSAP Hosting Service: Joint Working Document v 1.0 dated 7 October 2010	POINQ0126667F	FUJ00120475
668.	POLSAP Hosting Service: Joint Working Document (Operational Level Agreement) v 2.0 dated 4 November 2010	POINQ0126668F	FUJ00120476

Exhibit no.	Document description	Control No.	URN
669.	POLSAP Hosting Service: Joint Working Document (Operational Level Agreement) v 3.0 dated 6 March 2014	POINQ0126669F	FUJ00120477
670.	POLSAP Hosting Service, Service Description v 4.0 dated 27 July 2018	POINQ0009506F	FUJ00003335
671.	POLSAP Hosting Service, Service Description withdrawn on 1 October 2019	POINQ0241122F	FUJ00235005
672.	Operational Level Agreement for 4th line support of HNGX v 9 dated 7 October 2009	POINQ0238756F	FUJ00232613
673.	Operational Level Agreement for Application 4th Line Support of HNGX (withdrawn on 2 April 2020)	POINQ0241082F	FUJ00234965
674.	Operational Level Agreement for 4th Line Support of HNGX v 1.0 dated 14 January 2010	POINQ0086254F	FUJ00080083
675.	ICL Pathway/POCL Interface Agreement for Operational Business Change - Product v 1.0 dated 25 June 1999	POINQ0238580F	FUJ00232437
676.	ICL Pathway/POCL Interface Agreement for Operational Business Change - Product v 2.0 dated 8 July 1999	POINQ0238582F	FUJ00232439
677.	ICL Pathway / POCL Interface Agreement for Operational Business Change - Product v 3.0 dated 20 January 2000	POINQ0007537F	FUJ00001366
678.	ICL Pathway / PON Interface Agreement for Operational Business Change - Product v 4.0 dated 11 December 2000	POINQ0238605F	FUJ00232462
679.	ICL Pathway / PON Interface Agreement for Operational Business Change - Product v 5.0 dated 9 January 2001	POINQ0238607F	FUJ00232464
680.	ICL Pathway / PON Interface Agreement for Operational Business Change - Product v 6.0 dated 13 July 2001	POINQ0238621F	FUJ00232478
681.	ICL Pathway / PON Interface Agreement for Operational Business Change - Product v 7.0 dated 28 August 2001	POINQ0238623F	FUJ00232480
682.	Fujitsu Services (Pathway) Ltd / Post Office Ltd Interface Agreement for Operational Business Change - Product v 8.0 dated 30 September 2002	POINQ0238661F	FUJ00232518
683.	Fujitsu Services (Pathway) Ltd / Post Office Ltd Interface Agreement for Operational Business Change - Product v 9.0 dated 30 October 2002	POINQ0007856F	FUJ00001685
684.	Fujitsu Services (Pathway) Ltd / Post Office Ltd Interface Agreement for Operational Business Change - Product v 10.0 dated 20 December 2002	POINQ0238665F	FUJ00232522

Exhibit no.	Document description	Control No.	URN
685.	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data v 11.0 dated 27 November 2003	POINQ0008004F	FUJ00001833
686.	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data v 12.0 dated 24 August 2005	POINQ0238688F	FUJ00232545
687.	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data v 13.0 dated 22 February 2006	POINQ0008160F	FUJ00001989
688.	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data v 14.0 dated 17 July 2007	POINQ0008225F	FUJ00002054
689.	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data v 15.0 dated 3 June 2010	POINQ0008348F	FUJ00002177
690.	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data v 16.0 dated 8 June 2011	POINQ0008590F	FUJ00002419
691.	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data v 17.0 dated 6 September 2013	POINQ0008664F	FUJ00002493
692.	Fujitsu Services / Post Office Ltd Interface Agreement for Operational Business Change - Reference Data v 18.0 dated 10 October 2016	POINQ0009312F	FUJ00003141
693.	General Testing Policy v 1.0 dated 1 May 1996	POINQ0125697F	FUJ00119498
694.	General Testing Policy v 2.0 dated 30 September 1996	POINQ0007699F	FUJ00001528
695.	Testing & Integration Strategy v 2.0 dated 30 September 1996	POINQ0007444F	FUJ00001273
696.	Testing & Integration Strategy v 1.0 dated 1 May 1996	POINQ0125698F	FUJ00119499
697.	Testing and Integration Strategy v 3.0 dated 16 July 2002	POINQ0007844F	FUJ00001673
698.	POA End-To-End Customer Complaints Procedure - Joint Working Document v 1.0 dated 6 November 2006	POINQ0086171F	FUJ00080000
699.	RMGA End-To-End Customer Complaints Procedure - Joint Working Document v 2.0 dated 24 December 2007	POINQ0086205F	FUJ00080034

Exhibit no.	Document description	Control No.	URN
700.	POA Customer Service End-to-End Customer Complaints Procedure v 4.0 dated 12 January 2016	POINQ0086498F	FUJ00080327
701.	POA Customer Service End-to-End Customer Complaints Procedure v 5.0 dated 10 February 2023	POINQ0241095F	FUJ00234978
702.	HNG-X Testing Strategy v 1.0 dated 21 March 2006	POINQ0238713F	FUJ00232570
703.	HNG-X Testing Strategy v 2.0 dated 10 April 2008	POINQ0238730F	FUJ00232587
704.	Approach to Testing for Project HNG-X v 1.0 dated 20 December 2006	POINQ0238704F	FUJ00232561
705.	Approach to Testing for Project HNG-X v 2.0 dated 10 April 2008	POINQ0008235F	FUJ00002064
706.	HNG-X Support Services Business Continuity Plan v 2.0 dated 15 October 2014	POINQ0238801F	FUJ00232658
707.	Management Information Service - Joint Working Document v 0.1 dated 3 October 2007	POINQ0160862F	FUJ00154667
708.	Transaction Time Benchmarking Process v 1.0 dated 17 July 2009	POINQ0238794F	FUJ00232651
709.	Network Banking End to End Reconciliation Reporting v 1.0 dated 19 December 2001	POINQ0238629F	FUJ00232486
710.	Network Banking End to End Reconciliation Reporting v 2.0 dated 21 January 2002	POINQ0238631F	FUJ00232488
711.	Network Banking End to End Reconciliation Reporting v 4.0 dated 29 July 2002	POINQ0007838F	FUJ00001667
712.	Network Banking End to End Reconciliation Reporting v 4.1 dated 4 November 2002	POINQ0007858F	FUJ00001687
713.	Network Banking End to End Reconciliation Reporting v 5.0 dated 29 December 2002	POINQ0007911F	FUJ00001740
714.	Network Banking End to End Reconciliation Reporting v 6.0 dated 24 December 2003	POINQ0008013F	FUJ00001842
715.	Network Banking End to End Reconciliation Reporting v 7.0 dated 15 November 2004	POINQ0008079F	FUJ00001908
716.	End to End Reconciliation Reporting v 1.0 dated 2 February 2007	POINQ0086195F	FUJ00080024
717.	End to End Reconciliation Reporting v 2.0 dated 22 June 2011	POINQ0086384F	FUJ00080213
718.	End to End Reconciliation Reporting v 3.0 dated 4 May 2012	POINQ0086397F	FUJ00080226
719.	End to End Reconciliation Reporting v 4.0 dated 4 September 2017	POINQ0086557F	FUJ00080386
720.	End to End Reconciliation Reporting v 5.0 dated 23 April 2020	POINQ0009617F	FUJ00003446
721.	End to End Reconciliation Reporting v 6.0 dated 14 December 2022	POINQ0241121F	FUJ00235004

Appendix - Operational Services

A. Service Desk Service

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
1.	Varied and Restated Agreements	Schedule 19, paragraph 2.1, Row 1 Horizon Systems Helpdesk: Service Description (CS/SER/002) ³⁸⁷	Service Desk / NBSC Interface Agreement (CS/IFS/007) ³⁸⁸ POA Incident Management Process (CS/PRD/074) ³⁸⁹ Data Centre Operations Service (CS/SER/007) ³⁹⁰ CSR+ Horizon System Helpdesk Processes and Procedures Description ³⁹¹ (CS/PRO/092) ³⁹¹	Schedule 15, Annex 1, Paragraph 3 (“Service Level Targets for which No Liquidated Damages Apply”) Service Level Targets for Horizon Services (SRP/MTG/007) ³⁹²

³⁸⁷ FUJ00080428 (v 1.0 dated 20 December 2002)

³⁸⁸ FUJ00080405 (v 1.0 dated 25 February 2000); FUJ00080406 (v 2.0 dated 13 July 2000); FUJ00080421 (v 3.0 dated 25 September 200); FUJ00080444 (v 4.0 dated 1 July 2003); FUJ00080449 (v 5.0 dated 22 September 2004)

³⁸⁹ FUJ00079865 (v 1.0 dated 13 November 2000); FUJ00079937 (v 2.0 dated 20 January 2005); FUJ00079939 (v 3.0 dated 23 March 2005); FUJ00079968 (v 4.0 dated 2 August 2005)

³⁹⁰ FUJ00001733 (v 1.0 dated 20 December 2002); FUJ00001925 (v 2.0 dated 8 February 2005)

³⁹¹ FUJ00001761 (v 5.0 dated 25 March 2003)

³⁹² FUJ00232507 (v 1.0 dated 5 December 2002); FUJ00232544 (v 3.0 dated 19 August 2005)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
2.	Horizon Online Agreements	Schedule B3.1, paragraph 2.1, Row 1 Service Desk Service: Service Description (SVM/SDM/SD/0001) ³⁹³	Data Centre Operations Service: Service Description (SVM/SDM/SD/0003) ³⁹⁴ POA Incident Management Process (SVM/SDM/PRO/0018) ³⁹⁵ Service Desk Joint Working Document (SVM/SDM/PRO/0021) ³⁹⁶	Schedule B4.4, Annex 1, Paragraph 2 (“Service Levels for which No Liquidated Damages Apply”) Service Desk Service: Service Description (SVM/SDM/SD/0001) ³⁹⁷ , Sections 2.3 (“Service Levels and Remedies”) and 4.1 (“Service Definition”) Service Level Target & Liquidated Damages Exclusions (SVM/SDM/PRO/0006), ³⁹⁸

³⁹³ FUJ00080457 (v 1.0 dated 31 August 2006); FUJ00080471 (v 2.0 dated 29 September 2008); FUJ00080475 (v 3.0 dated 20 August 2010); FUJ00080477 (v 4.0 dated 16 September 2010); FUJ00080483 (v 5.0 dated 29 April 2013); FUJ00080484 (v 6.0 dated 12 March 2014)

³⁹⁴ FUJ00088181 (v 1.0 dated 31 August 2006); FUJ00232611 (v 2.0 dated 30 July 2009); FUJ00232612 (v 3.0 dated 8 October 2009); FUJ00088870 (v 4.0 dated 13 December 2013); FUJ00088896 (v 5.0 dated 4 February 2014); FUJ00089544 (v 6.0 dated 29 November 2016); FUJ00234994 (v 7.0 dated 23 June 2022); FUJ00234995 (v 8.0 dated 7 July 2023); FUJ00243145 (v 9.0 dated 30 May 2024)

³⁹⁵ FUJ00080003 (v 1.0 dated 6 November 2006); FUJ00080027 (v 2.0 dated 2 April 2007); FUJ00120051 (v 3.0 dated 28 July 2009); FUJ00080076 (v 4.0 dated 3 August 2009); FUJ00080205 (v 6.0 dated 29 November 2016); FUJ00080244 (v 6.0 dated 13 November 2013); FUJ00080298 (v 7.0 dated 17 July 2014); FUJ00080370 (v 8.0 dated 12 July 2016); FUJ00080388 (v 9.0 dated 12 September 2017); FUJ00234981 (v 10.0 dated 29 January 2019); FUJ00234982 (v 11.0 dated 18 June 2020); FUJ00234983 (v 12.0 dated 15 July 2020); FUJ00234984 (v 13.0 dated 1 September 2020); FUJ00234985 (v 14.0 dated 21 January 2021); FUJ00234986 (v 15.0 dated 5 July 2021); FUJ00234987 (v 16.0 dated 8 September 2021); FUJ00234988 (v 17.0 dated 24 February 2023); FUJ00234989 (v 18.0 dated 15 January 2024)

³⁹⁶ FUJ00080459 (v 1.0 dated 27 July 2007); FUJ00080096 (v 2.0 dated 4 September 2008); FUJ00080485 (v 3.0 dated 27 February 2014)

³⁹⁷ FUJ00080457 (v 1.0 dated 31 August 2006); FUJ00080471 (v 2.0 dated 29 September 2008); FUJ00080475 (v 3.0 dated 20 August 2010); FUJ00080477 (v 4.0 dated 16 September 2010); FUJ00080483 (v 5.0 dated 29 April 2013); FUJ00080484 (v 6.0 dated 12 March 2014)

³⁹⁸ FUJ00002051 (v 1.0 dated 19 June 2007); FUJ00002058 (v 2.0 dated 20 November 2007); FUJ00002085 (v 3.0 dated 18 March 2009); FUJ00002334 (v 4.0 dated 15 December 2010); FUJ00002451 (v 5.0 dated 14 January 2013); FUJ00002571 (v 6.0 dated 26 February 2014)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
				withdrawn on 3 December 2021 ³⁹⁹

³⁹⁹ FUJ00234979 (v WD dated 3 December 2021)

B. Engineering Service

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
1.	Varied and Restated Agreements	Schedule 19, Paragraph 2.1, Table A Row 3 Engineer Service: Service Description (CS/SER/005) ⁴⁰⁰	Data Centre Operations Service (CS/SER/007) ⁴⁰¹	Schedule 15, Annex 1, Paragraph 2 (“Service Level Targets for which Liquidated Damages Apply”) Schedule 15, Annex 1, Paragraph 3 (“Service Level Targets for which No Liquidated Damages Apply”) Service Level Targets for Horizon Services (SRP/MTG/007) ⁴⁰²
2.	Horizon Online Agreements	Schedule B3.1, Paragraph 2.1, Table A, Row 2	Definitions of Engineering Service Priority and Local/Remote Locations (SVM/SDM/PRO/0004) ⁴⁰⁴	Schedule C1 Engineering Service: Service Description (SVM/SDM/SD/0002) ⁴⁰⁶ , sections 2.3 (“Service Levels

⁴⁰⁰ FUJ00001732 (v 1.0 dated 19 December 2002); FUJ00001802 (v 2.0 dated 15 May 2003)

⁴⁰¹ FUJ00001733 (v 1.0 dated 20 December 2002); FUJ00001925 (v 2.0 dated 8 February 2005)

⁴⁰² FUJ00232507 (v 1.0 dated 5 December 2002); FUJ00232544 (v 3.0 dated 19 August 2005)

⁴⁰⁴ FUJ00002043 (v 1.0 dated 6 February 2007); FUJ00002079 (v 2.0 dated 21 January 2009); FUJ00002444 (v3.0 dated 15 June 2012)

⁴⁰⁶ FUJ00002021 (v 1.0 dated 31 August 2006); FUJ00002041 (v 2.0 dated 28 February 2007); FUJ00002080 (v 3.0 dated 25 November 2008); FUJ00002277 (v 4.0 dated 26 November 2010); FUJ00002445 (v 5.0 dated 3 July 2012); FUJ00002545 (v 6.0 dated 29 October 2013)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
		Engineering Service: Service Description (SVM/SDM/SD/0002) ⁴⁰³	POA Customer Service Major Incident Process (SVM/SDM/PRO/0001) ⁴⁰⁵	and Remedies”) and 4.1 (“Service Definition”) Definitions of Engineering Service Priority and Local/Remote Locations Process (SVM/SDM/PRO/0004) ⁴⁰⁷ Service Level Target & Liquidated Damages Exclusions (SVM/SDM/PRO/0006), ⁴⁰⁸ withdrawn on 3 December 2021 ⁴⁰⁹

⁴⁰³ FUJ00002021 (v 1.0 dated 31 August 2006); FUJ00002041 (v 2.0 dated 28 February 2007); FUJ00002080 (v 3.0 dated 25 November 2008); FUJ00002277 (v 4.0 dated 26 November 2010); FUJ00002445 (v 5.0 dated 3 July 2012); FUJ00002545 (v 6.0 dated 29 October 2013)

⁴⁰⁵ FUJ00080054 (v 2.0 dated 2 September 2008); FUJ00080071 (v 3.0 dated 7 July 2009); FUJ00080109 (v 4.0 dated 26 March 2010); FUJ00080116 (v 5.0 dated 7 June 2010); FUJ00080189 (v 6.0 dated 14 September 2010); FUJ00080222 (v 7.0 dated 16 January 2012); FUJ00080239 (v 8.0 dated 18 October 2013); FUJ00120061 (v 9.0 dated 15 August 2014); FUJ00080376 (v 12.0 dated 19 July 2016); FUJ00080381 (v 13.0 dated 12 January 2017); FUJ00080394 (v 14.0 dated 12 September 2017); FUJ00234966 (v 15.0 dated 24 January 2019); FUJ00234967 (v 16.0 dated 2 April 2020); FUJ00234968 (v 17.0 dated 7 April 2020); FUJ00234969 (v 18.0 dated 3 June 2020); FUJ00234970 (v 19.0 dated 17 June 2020); FUJ00234971 (v 20.0 dated 1 September 2020); FUJ00234972 (v 21.0 dated 31 December 2020); FUJ00234973 (v 22.0 dated 19 January 2021); FUJ00234974 (v 23.0 dated 7 April 2021); FUJ00234975 (v 24.0 dated 5 June 2021); FUJ00234976 (v 25.0 dated 8 September 2021); FUJ00234977 (v 26.0 dated 24 February 2023)

⁴⁰⁷ FUJ00002043 (v 1.0 dated 6 February 2007); FUJ00002079 (v 2.0 dated 21 January 2009); FUJ00002444 (v 3.0 dated 15 June 2012)

⁴⁰⁸ FUJ00002051 (v 1.0 dated 19 June 2007); FUJ00002058 (v 2.0 dated 20 November 2007); FUJ00002085 (v 3.0 dated 18 March 2009); FUJ00002334 (v 4.0 dated 15 December 2020); FUJ00002451 (v 5.0 dated 14 January 2013); FUJ00002571 (v 6.0 dated 26 February 2014)

⁴⁰⁹ FUJ00234979 (v WD dated 3 December 2021)

C. Third Line Support Service

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
1.	Varied and Restated Agreements	Schedule 19, Paragraph 2.1, Table A, Row 10 Service Description for Third Line Software Support Service (CS/SER/009) ⁴¹⁰	Horizon Systems Helpdesk: Service Description (CS/SER/002) ⁴¹¹ Engineer Service: Service Description (CS/SER/005) ⁴¹² Service Management Service: Service Description (CS/SER/014) ⁴¹³ Service Description for AP Client File Resend Service (CS/SER/013) ⁴¹⁴	Not applicable
2.	Horizon Online Agreements	Schedule B3.1, Paragraph 2.1, Table A, Row 9	Service Desk Service: Service Description (SVM/SDM/SD/0001) ⁴¹⁶	Third Line Support Service: Service Description

⁴¹⁰ FUJ00120470 (v 1.0 dated 19 December 2002)

⁴¹¹ FUJ00080428 (v 1.0 dated 20 December 2002)

⁴¹² FUJ00001732 (v 1.0 dated 19 December 2002) and FUJ00001802 (v 2.0 dated 15 May 2003)

⁴¹³ FUJ00120444 (v 1.0 dated 31 December 2002)

⁴¹⁴ FUJ00232524 (v 2.0 dated 20 December 2002); FUJ00001809 (v 3.0 dated 16 June 2003); FUJ00001880 (v 4.0 dated 17 May 2004); FUJ00001948 (v 5.0 dated 13 April 2005); FUJ00002003 (v 6.0 dated 12 April 2006); FUJ00232608 (v 7.0 dated 26 November 2008)

⁴¹⁶ FUJ00080457 (v 1.0 dated 31 August 2006); FUJ00080471 (v 2.0 dated 29 September 2008); FUJ00080475 (v 3.0 dated 20 August 2010); FUJ00080477 (v 4.0 dated 16 September 2010); FUJ00080483 (v 5.0 dated 29 April 2013); FUJ00080484 (v 6.0 dated 12 March 2014).

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
		Third Line Support Service: Service Description (SVM/SDM/SD/0004) ⁴¹⁵	Engineering Service: Service Description (SVM/SDM/SD/0002) ⁴¹⁷ Application Support Service (Fourth Line): Service Description (SVM/SDM/SD/0005) ⁴¹⁸ Systems Management Service: Service Description (SVM/SDM/SD/0006) ⁴¹⁹	(SVM/SDM/SD/0004) ⁴²² , Section 2.3 (“Service Levels and Remedies”)

⁴¹⁵ FUJ00002023 (v 1.0 dated 31 August 2006); FUJ00002081 (v 2.0 dated 4 September 2008); FUJ00002233 (v 3.0 dated 9 August 2010); FUJ00002453 (v 4.0 dated 18 February 2013); FUJ00002474 (v 5.0 dated 24 May 2013); FUJ00003471 (v 6.0 dated 6 October 2021); FUJ00234996 (v 7.0 dated 12 March 2024)

⁴¹⁷ FUJ00002021 (v 1.0 dated 31 August 2006); FUJ00002041 (v 2.0 dated 28 February 2007); FUJ00002080 (v 3.0 dated 25 November 2008); FUJ00002277 (v 4.0 dated 26 November 2010); FUJ00002445 (v 5.0 dated 3 July 2012); FUJ00002545 (v 6.0 dated 29 October 2013)

⁴¹⁸ FUJ00079997 (v 1.0 dated 24 August 2006); FUJ00080067 (v 2.0 dated 4 September 2008); FUJ00120473 (v 3.0 dated 29 October 2009); FUJ00080125 (v 4.0 dated 24 August 2010); FUJ00080235 (v 5.0 dated 13 September 2013); FUJ00080293 (v 6.0 dated 13 March 2014); FUJ00080379 (v 7.0 dated 29 November 2016); FUJ00003475 (v 8.0 dated 22 November 2021); FUJ00234997 (v 9.0 dated 5 April 2024)

⁴¹⁹ FUJ00002024 (v 1.0 dated 31 August 2006); FUJ00002101 (v 2.0 dated 26 August 2009); FUJ00002540 (v 3.0 dated 17 October 2013); FUJ00002573 (v 4.0 dated 16 April 2014); FUJ00003034 (v 5.0 dated 12 November 2015); FUJ00003247 (v 6.0 dated 20 July 2017); FUJ00232747 (v 7.0 dated 28 September 2021); FUJ00234998 (v 8.0 dated 14 March 2024)

⁴²² FUJ00002023 (v 1.0 dated 31 August 2006); FUJ00002081 (v 2.0 dated 4 September 2008); FUJ00002233 (v 3.0 dated 9 August 2010); FUJ00002453 (v 4.0 dated 18 February 2013); FUJ00002474 (v 5.0 dated 24 May 2013)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
			Service Management Service: Service Description (SVM/SDM/SD/0007) ⁴²⁰ HNG-X Business Continuity Framework (SVM/SDM/SIP/0001) ⁴²¹	

⁴²⁰ FUJ00002025 (v 1.0 dated 24 August 2006); FUJ00002269 (v 2.0 dated 5 November 2010); FUJ00002511 (v 3.0 dated 19 September 2013); FUJ00002551 (v 4.0 dated 21 November 2013); FUJ00003151 (v 5.0 dated 30 November 2016); FUJ00003441 (v 6.0 dated 17 January 2020); FUJ00003474 (v 7.0 dated 8 November 2021); FUJ00234999 (v 8.0 dated 13 December 2023)

⁴²¹ FUJ00002242 (v 2.0 dated 3 September 2010); FUJ00002793 (v 3.0 dated 23 March 2015); FUJ00003228 (v 4.0 dated 22 December 2016)

D. Fourth Line Support Service

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
1.	Varied and Restated Agreements	Schedule 1 (Definition of Terms) Schedule 20, Paragraphs 2.1 and 5.2	Not applicable	Not applicable
2.	Horizon Online Agreements	Schedule B3.1, Paragraph 2.1, Table A, Row 14 Application Support Service (Fourth Line): Service Description (SVM/SDM/SD/0005) ⁴²³	POLSAP Hosting Service: Service Description (SVM/SDM/SD/2191) ⁴²⁴ Operational Level Agreement for Application 4th line support of HNGX (SVM/SDM/OLA/0017), ⁴²⁵ withdrawn on 2 April 2020 ⁴²⁶	Application Support Service (Fourth Line): Service Description (SVM/SDM/SD/0005), Section 2.3 (“Service Levels and Remedies”) ⁴²⁷

⁴²³ FUJ00079997 (v 1.0 dated 24 August 2006); FUJ00080067 (v 2.0 dated 4 September 2008); FUJ00120473 (v 3.0 dated 29 October 2009); FUJ00080125 (v 4.0 dated 24 August 2005); FUJ00080235 (v 5.0 dated 13 September 2013); FUJ00080293 (v 6.0 dated 13 March 2014); FUJ00080379 (v 7.0 dated 29 November 2016); FUJ00003475 (v 8.0 dated 22 November 2021); FUJ00234997 (v 9.0 dated 5 April 2024)

⁴²⁴ FUJ00120475 (v 1.0 dated 7 October 2010); FUJ00120476 (v 2.0 dated 4 November 2010); FUJ00120477 (v 3.0 dated 6 March 2014); FUJ00003335 (v 4.0 dated 27 July 2018), withdrawn on 1 October 2019 (FUJ00235005)

⁴²⁵ FUJ00080083 (v 1.0 dated 14 January 2010); FUJ00080232 (v 2.0 dated 5 April 2013); FUJ00232613 (v 6.0 dated 13 March 2014)

⁴²⁶ FUJ00234965 (withdrawn on 2 April 2020)

⁴²⁷ FUJ00079997 (v 1.0 dated 24 August 2006); FUJ00080067 (v 2.0 dated 4 September 2008); FUJ00080125 (v 4.0 dated 24 August 2010); FUJ00080235 (v 5.0 dated 13 September 2013); FUJ00080293 (v 6.0 dated 13 March 2014); FUJ00080379 (v 7.0 dated 29 November 2016); FUJ00120473 (v 3.0 dated 29 October 2009)

E. Service Management Service

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
1.	Varied and Restated Agreements	Schedule 19, Paragraph 2.1, Table A, Row 13 Service Management Service: Service Description (CS/SER/014) ⁴²⁸	Service Description for Security Management Service (CS/SER/016) ⁴²⁹ Interface Agreement for the Problem Management Interface (CS/IFS/008) ⁴³⁰ Fujitsu Services (Pathway) Ltd/Post Office Ltd Interface Agreement for Operational Business Change-Reference Data (CS/PRD/058) ⁴³¹	Schedule 15, Paragraph 6 Schedule 15, Annex 3, Paragraphs 1 and 2 Service Level Targets for Horizon Services (SRP/MTG/007) ⁴³⁶

⁴²⁸ FUJ00120444 (v 1.0 dated 31 December 2002)

⁴²⁹ FUJ00001743 (v 1.0 dated 6 January 2003); FUJ00172022 (v 2.0 dated 2 December 2004); FUJ00232550 (v 3.0 dated 6 March 2006)

⁴³⁰ FUJ00079886 (v 1.0 dated 23 December 2002)

⁴³¹ FUJ00232437 (v 1.0 dated 26 June 1999); FUJ00232439 (v 2.0 dated 8 July 1999); FUJ00001366 (v 3.0 dated 12 January 2000); FUJ00232462 (v 4.0 dated 11 December 2000); FUJ00232464 (v 5.0 dated 9 January 2001); FUJ00232478 (v 6.0 dated 13 July 2001); FUJ00232480 (v 7.0 dated 28 August 2001); FUJ00232518 (v 8.0 dated 30 September 2002); FUJ00001685 (v 9.0 dated 30 October 2002); FUJ00232522 (v 10.0 dated 20 December 2002); FUJ00001833 (v 11.0 dated 27 November 2003); FUJ00232545 (v 10.0 dated 20 December 2002); FUJ00001989 (v 13.0 dated 22 February 2006); FUJ00002054 (v 14.0 dated 17 July 2007); FUJ00002177 (v 15.0 dated 3 June 2010); FUJ00002419 (v 16.0 dated 8 June 2011); FUJ00002493 (v 17.0 dated 6 September 2013); FUJ00003141 (v 18.0 dated 10 October 2010)

⁴³⁶ FUJ00232507 (v 1.0 dated 5 December 2002); FUJ00232544 (v 3.0 dated 19 August 2005)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
			Pathway Release Policy (PA/STR/003) ⁴³² General Testing Policy (VI/POL/001) ⁴³³ Testing and Integration Strategy (VI/STR/001) ⁴³⁴ End to End Customer Complaints Procedure (CS/PRD/081) ⁴³⁵	
2.	Horizon Online Agreements	Schedule B3.1, Paragraph 2.1, Table A, Row 11	Fujitsu Services (Pathway) Ltd/Post Office Ltd Interface Agreement for Operational Business Change-Reference Data (CS/PRD/058) ⁴³⁸	Schedule C1 Service Level Target & Liquidated Damages Exclusions (SVM/SDM/PRO/0006), ⁴⁴⁶

⁴³² FUJ00232424 (v 1.0 dated 26 November 1996; FUJ00232433 (v 2.0 dated 29 March 1999); FUJ00232435 (v 3.0 dated 28 June 1999); FUJ00232441 (v 4.0 dated 14 July 1999); FUJ00118128 (draft v 5.0 dated 16 July 1999)

⁴³³ FUJ00119498 (v 1.0 dated 1 May 1996); FUJ00001528 (v 2.0 dated 30 September 1996)

⁴³⁴ FUJ00119499 (v 1.0 dated 1 May 1996); FUJ00001273 (v 2.0 dated 30 September 1996); FUJ00001673 (v 3.0 dated 16 July 2002)

⁴³⁵ FUJ00079826 (v 1.0 dated 5 September 2000)

⁴³⁸ FUJ00232437 (v 1.0 dated 26 June 1999); FUJ00232439 (v 2.0 dated 8 July 1999); FUJ00001366 (v 3.0 dated 12 January 2000); FUJ00232462 (v 4.0 dated 11 December 2000); FUJ00232464 (v 5.0 dated 9 January 2001); FUJ00232478 (v 6.0 dated 13 July 2001); FUJ00232480 (v 7.0 dated 28 August 2001); FUJ00232518 (v 8.0 dated 30 September 2002); FUJ00001685 (v 9.0 dated 30 October 2002); FUJ00232522 (v 10.0 dated 20 December 2002); FUJ00001833 (v 11.0 dated 27 November 2003); FUJ00232545 (v 10.0 dated 20 December 2002); FUJ00001989 (v 13.0 dated 22 February 2006); FUJ00002054 (v 14.0 dated 17 July 2007); FUJ00002177 (v 15.0 dated 3 June 2010); FUJ00002419 (v 16.0 dated 8 June 2011); FUJ00002493 (v 17.0 dated 6 September 2013); FUJ00003141 (v 18.0 dated 10 October 2010)

⁴⁴⁶ FUJ00002051 (v 1.0 dated 19 June 2007); FUJ00002058 (v 2.0 dated 20 November 2007); FUJ00002085 (v 3.0 dated 18 March 2009); FUJ00002334 (v 4.0 dated 15 December 2010); FUJ00002451 (v 5.0 dated 14 January 2013); FUJ00002571 (v 6.0 dated 26 February 2014)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
		Service Management Service: Service Description (SVM/SDM/SD/0007) ⁴³⁷	Interface Agreement for the Problem Management Interface (CS/IFS/008) ⁴³⁹ Security Management Service: Service Description (SVM/SDM/SD/0017) ⁴⁴⁰ Data Centre Operations Service: Service Description (SVM/SDM/SD/0003) ⁴⁴¹ End to End Customer Complaints Procedure (SVM/SDM/PRO/0003) ⁴⁴²	withdrawn on 3 December 2021 ⁴⁴⁷

⁴³⁷ FUJ00002025 (v 1.0 dated 24 August 2006); FUJ00002269 (v 2.0 dated 5 November 2010); FUJ00002511 (v 3.0 dated 19 September 2013); FUJ00002551 (v 4.0 dated 21 November 2013); FUJ00003151 (v 5.0 dated 30 November 2016); FUJ00003441 (v 6.0 dated 17 January 2020); FUJ00003474 (v 7.0 dated 8 November 2021); FUJ00234999 (v 8.0 dated 13 December 2023)

⁴³⁹ FUJ00079886 (v 1.0 dated 23 December 2002)

⁴⁴⁰ FUJ00088683 (v 3.0 dated 15 October 2010); FUJ00088688 (v 3.5 dated 25 November 2013); FUJ00088689 (v 4.0 dated 4 December 2013); FUJ00088897 (v 5.0 dated 4 April 2014); FUJ00089152 (v 6.0 dated 21 May 2015); FUJ00232973 (v 8.0 dated 23 April 2023); FUJ00235003 (v 9.0 dated 25 September 2023)

⁴⁴¹ FUJ00088181 (v 1.0 dated 31 August 2006); FUJ00232611 (v 2.0 dated 30 July 2009); FUJ00232612 (v 3.0 dated 8 October 2009); FUJ00088870 (v 4.0 dated 13 December 2013); FUJ00088896 (v 5.0 dated 4 February 2014); FUJ00089544 (v 6.0 dated 29 November 2016); FUJ00234994 (v 7.0 dated 23 June 2022); FUJ00234995 (v 8.0 dated 7 July 2023); FUJ00243145 (v 9.0 dated 30 May 2024)

⁴⁴² FUJ00080000 (v 1.0 dated 6 November 2006); FUJ00080034 (v 2.0 dated 24 December 2007); FUJ00080327 (v 4.0 dated 12 January 2016); FUJ00234978 (v 5.0 dated 10 February 2023)

⁴⁴⁷ FUJ00234979 (withdrawn on 3 December 2021)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
			Fujitsu Services RMG BU Release Policy (PA/STR/003) ⁴⁴³ HNG-X Testing Strategy (TST/GEN/STG/0001) ⁴⁴⁴ Testing Approach for HNG-X (TST/GEN/STG/0002) ⁴⁴⁵	

⁴⁴³ FUJ00232424 (v 1.0 dated 26 November 1996); FUJ00232433 (v 2.0 dated 29 March 1999); FUJ00232435 (v 3.0 dated 28 June 1999); FUJ00232441 (v 4.0 dated 14 July 1999); FUJ00118128 (draft v 5.0 dated 16 July 1999)

⁴⁴⁴ FUJ00232570 (v 1.0 dated 21 March 2006); FUJ00232587 (v 2.0 dated 10 April 2008)

⁴⁴⁵ FUJ00232561 (v 1.0 dated 20 December 2006); FUJ00002064 (v 2.0 dated 10 April 2008)

F. Systems Management Service

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
1.	Varied and Restated Agreements	Schedule 19, Paragraph 2.1, Table A, Row 7 Service Description for Systems Management Service (CS/SER/008) ⁴⁴⁸	Service Management Service: Service Description (CS/SER/014) ⁴⁴⁹ CSR+ Horizon System Helpdesk Processes and Procedures Description' (CS/PRO/092) ⁴⁵⁰	Service Description for Systems Management Service (CS/SER/008), Section 5 ("Service Targets and Limits") ⁴⁵¹
2.	Horizon Online Agreements	Schedule B3.1, Paragraph 2.1, Table A, Row 7	Data Centre Operations Service: Service Description (SVM/SDM/SD/0003) ⁴⁵³	Systems Management Service: Service Description (SVM/SDM/SD/0006), Section 2.3 ("Service Levels and Remedies") ⁴⁵⁸

⁴⁴⁸ FUJ00001734 (v 1.0 dated 18 December 2002)

⁴⁴⁹ FUJ00120444 (v 1.0 dated 31 December 2002)

⁴⁵⁰ FUJ00001761 (v 5.0 dated 25 March 2003)

⁴⁵¹ FUJ00001734 (v 1.0 dated 18 December 2002)

⁴⁵³ FUJ00088181 (v 1.0 dated 31 August 2006); FUJ00232611 (v 2.0 dated 30 July 2009); FUJ00232612 (v 3.0 dated 8 October 2009); FUJ00088870 (v 4.0 dated 13 December 2013); FUJ00088896 (v 5.0 dated 4 February 2014); FUJ00089544 (v 6.0 dated 29 November 2016); FUJ00234994 (v 7.0 dated 23 June 2022); FUJ00234995 (v 8.0 dated 7 July 2023); FUJ00243145 (v 9.0 dated 30 May 2024)

⁴⁵⁸ FUJ00002024 (v 1.0 dated 31 August 2006); FUJ00002101 (v 2.0 dated 26 August 2009); FUJ00002540 (v 3.0 dated 17 October 2013); FUJ00002573 (v 4.0 dated 16 April 2014); FUJ00003034 (v 5.0 dated 12 November 2015); FUJ00003247 (v 6.0 dated 20 July 2017); FUJ00232747 (v 7.0 dated 28 September 2021); FUJ00234998 (v 8.0 dated 14 March 2024)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
		Systems Management Service: Service Description (SVM/SDM/SD/0006) ⁴⁵²	Service Management Service: Service Description (SVM/SDM/SD/0007) ⁴⁵⁴ Branch Network Service: Service Description (SVM/SDM/SD/0011) ⁴⁵⁵ POA Customer Service Major Incident Process (SVM/SDM/PRO/0001) ⁴⁵⁶ POA Operations Incident Management Procedure (SVM/SDM/PRO/0018)	

⁴⁵² FUJ00002024 (v 1.0 dated 31 August 2006); FUJ00002101 (v 2.0 dated 26 August 2009); FUJ00002540 (v 3.0 dated 17 October 2013); FUJ00002573 (v 4.0 dated 16 April 2014); FUJ00003034 (v 5.0 dated 12 November 2015); FUJ00003247 (v 6.0 dated 20 July 2017); FUJ00232747 (v 7.0 dated 28 September 2021); FUJ00234998 (v 8.0 dated 14 March 2024)

⁴⁵⁴ FUJ00002025 (v 1.0 dated 24 August 2006); FUJ00002269 (v 2.0 dated 5 November 2010); FUJ00002511 (v 3.0 dated 19 September 2013); FUJ00002551 (v 4.0 dated 21 November 2013); FUJ00003151 (v 5.0 dated 30 November 2016); FUJ00003441 (v 6.0 dated 17 January 2020); FUJ00003474 (v 7.0 dated 8 November 2021); FUJ00234999 (v 8.0 dated 13 December 2023)

⁴⁵⁵ FUJ00079996 (v 1.0 dated 31 August 2006); FUJ00080023 (v 2.0 dated 28 February 2007); FUJ00080074 (v 3.0 dated 10 June 2009); FUJ00080087 (v 4.0 dated 4 March 2010); FUJ00080252 (v 5.0 dated 25 November 2013); FUJ00080294 (v 6.0 dated 9 May 2014); FUJ00080384 (v 7.0 dated 24 July 2017); FUJ00080400 (v 8.0 dated 5 March 2018)

⁴⁵⁶ FUJ00080054 (v 2.0 dated 2 September 2008); FUJ00080071 (v 3.0 dated 7 July 2009); FUJ00080109 (v 4.0 dated 26 March 2010); FUJ00080116 (v 5.0 dated 7 June 2010); FUJ00080189 (v 6.0 dated 14 September 2010); FUJ00080222 (v 7.0 dated 16 January 2012); FUJ00080239 (v 8.0 dated 18 October 2013); FUJ00120061 (v 9.0 dated 15 August 2014); FUJ00080376 (v 12.0 dated 19 July 2016); FUJ00080381 (v 13.0 dated 12 January 2017); FUJ00080394 (v 14.0 dated 12 September 2017); FUJ00234966 (v 15.0 dated 24 January 2019); FUJ00234967 (v 16.0 dated 2 April 2020); FUJ00234968 (v 17.0 dated 7 April 2020); FUJ00234969 (v 18.0 dated 3 June 2020); FUJ00234970 (v 19.0 dated 17 June 2020); FUJ00234971 (v 20.0 dated 1 September 2020); FUJ00234972 (v 21.0 dated 31 December 2020); FUJ00234973 (v 22.0 dated 19 January 2021); FUJ00234974 (v 23.0 dated 7 April 2021); FUJ00234975 (v 24.0 dated 5 June 2021); FUJ00234976 (v 25.0 dated 8 September 2021); FUJ00234977 (v 26.0 dated 24 February 2023)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
			HNG-X Operational Test Plan – Joint Working Document (SVM/SDM/TP/0001) HNG-X Support Service Business Continuity Plan (SVM/SDM/PLA/0001) ⁴⁵⁷	

⁴⁵⁷ FUJ00232658 (v 2.0 dated 15 October 2014)

G. Management Information Service

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
1.	Varied and Restated Agreements	Schedule 19, Paragraph 2.1, Table A, Row 11 Management Information Service: Service Description' (CS/SER/015) ⁴⁵⁹	Network Banking MIS Reports Design (NB/SDS/008) ⁴⁶⁰ System Service: Reporting & Remedial Settlement Process (CS/PRD/104) Data File Delivery SLA Exclusion Conditions (CS/PRO/133) Network Banking MIS Reports Design (NB/SDS/008)	Schedule 15: Part A, Annex 3, Section 4 ("MIS Bank Analysis Report") Management Information Service: Service Description' (CS/SER/015) ⁴⁶¹ , section 3.4 ("Calculation of Liquidated Damages")
2.	Horizon Online Agreements	Schedule B3.1, Paragraph 2.1, Table A, Row 10 Management Information Service: Service Description (SVM/SDM/SD/0016) ⁴⁶²	Transaction Time Benchmarking, Joint Working Document (SVM/SDM/PRO/0017) ⁴⁶⁴	Schedule B4.4: Part A, Annex 3, Section 4 ("MIS Bank Analysis Report") Management Information Service: Service Description

⁴⁵⁹ FUJ00120479 (v 1.0 dated 20 December 2002); FUJ00001910 (v 2.0 dated 18 November 2004); FUJ00001965 (v 3.0 dated 8 July 2005)

⁴⁶⁰ FUJ00232502 (v 2.0 dated 12 July 2002); FUJ00232557 (v 3.0 dated 13 December 2004)

⁴⁶¹ FUJ00120479 (v 1.0 dated 20 December 2002); FUJ00001910 (v 2.0 dated 18 November 2004); FUJ00001965 (v 3.0 dated 8 July 2005)

⁴⁶² FUJ00120480 (v 1.0 dated 31 August 2006); FUJ00002061 (v 2.0 dated 20 February 2008); FUJ00232617 (v 3.0 dated 9 February 2010); FUJ00002276 (v 4.0 dated 24 November 2010); FUJ00002546 (v 5.0 dated 5 November 2013); FUJ00232821 (v 6.0 dated 7 January 2022)

⁴⁶⁴ FUJ00232651 (v 1.0 dated 17 July 2009)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
		Management Information Service: Joint Working Document (SVM/SDM/PRO/0011) ⁴⁶³	Data Centre Operations Service: Service Description (SVM/SDM/SD/0003) ⁴⁶⁵ HNG-X Testing Strategy (TST/GEN/STG/0001) ⁴⁶⁶	(SVM/SDM/SD/0016) ⁴⁶⁷ , Sections 2.1 (“Service Definition”) and 2.3 (“Service Levels and Remedies”) Management Information Service: Joint Working Document (SVM/SDM/PRO/0011) ⁴⁶⁸ , section 5 (“MI Service Metrics & Associated Liquidated Damages”)

⁴⁶³ FUJ00154667 (v 0.1 dated 3 October 2007)

⁴⁶⁵ FUJ00088181 (v 1.0 dated 31 August 2006); FUJ00232611 (v 2.0 dated 30 July 2009); FUJ00232612 (v 3.0 dated 8 October 2009); FUJ00088870 (v 4.0 dated 13 December 2013); FUJ00088896 (v 5.0 dated 4 February 2014); FUJ00089544 (v 6.0 dated 29 November 2016); FUJ00234994 (v 7.0 dated 23 June 2022); FUJ00234995 (v 8.0 dated 7 July 2023); FUJ00243145 (v 9.0 dated 30 May 2024)

⁴⁶⁶ FUJ00232570 (v 1.0 dated 21 March 2006); FUJ00232587 (v 2.0 dated 10 April 2008)

⁴⁶⁷ FUJ00120480 (v 1.0 dated 31 August 2006); FUJ00002061 (v 2.0 dated 20 February 2008); FUJ00232617 (v 3.0 dated 9 February 2010); FUJ00002276 (v 4.0 dated 24 November 2010); FUJ00002546 (v 5.0 dated 5 November 2013); FUJ00232821 (v 6.0 dated 7 January 2022)

⁴⁶⁸ FUJ00154667 (v 0.1 dated 3 October 2007)

H. Reconciliation Service

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
1.	Varied and Restated Agreements	<p>Schedule 19, Paragraph 2.1, Table A, Row 14</p> <p>Network Banking Reconciliation & Incident Management (NB/PRO/002)⁴⁶⁹</p> <p>TPS Reconciliation & Incident management (CS/PRO/111)⁴⁷⁰</p> <p>APS Reconciliation & Incident Management (CS/PRO/128)⁴⁷¹</p> <p>Data Errors & Not Data Errors - Contractual Definitions (CS/SER/017)⁴⁷²</p>	Not applicable	<p>Schedule 15, Annex 3, Part A, Paragraphs 2.4 (“Data Reconciliation Service Measure”) and 3 (“Remedies”)</p> <p>Schedule 15, Annex 3, Part B, Paragraphs 6.9 and 6.10</p> <p>Service Level Targets for Horizon Services (SRP/MTG/007)⁴⁷⁶</p> <p>CCN 1747⁴⁷⁷</p>

⁴⁶⁹ FUJ00120466 (v 1.0 dated 19 December 2001); FUJ00120467 (v 2.0 dated 22 January 2002); FUJ00001625 (v 3.0 dated 10 May 2002); FUJ00120468 (v 5.0 dated 19 December 2002); FUJ00120469 (v 6.0 dated 17 October 2005)

⁴⁷⁰ FUJ00079822 (v 1.0 dated 16 October 2000); FUJ00079881 (v 2.0 dated 30 April 2002); FUJ00079884 (v 4.0 dated 19 December 2002); FUJ00079976 (v 5.0 dated 17 October 2005)

⁴⁷¹ FUJ00001567 (v 1.0 dated 2 July 2001); FUJ00079885 (v 3.0 dated 19 December 2002); FUJ00001968 (v 4.0 dated 17 October 2005)

⁴⁷² FUJ00001738 (v 1.0 dated 20 December 2002)

⁴⁷⁶ FUJ00232507 (v 1.0 dated 5 December 2002); FUJ00232544 (v 3.0 dated 19 August 2005)

⁴⁷⁷ FUJ00234946, dated 25 January 2024

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
		<p>Network Banking Data Reconciliation Services (CS/SER/018)⁴⁷³</p> <p>Network Banking End to End Reconciliation Reporting (CS/SPE/011)⁴⁷⁴</p> <p>CCN 1747⁴⁷⁵</p>		
2.	Horizon Online Agreements	<p>Schedule B3.1, Paragraph 2.1, Table A, Row 12</p> <p>Reconciliation Service: Service Description (SVM/SDM/SD/0015)⁴⁷⁸</p>	<p>Reconciliation and Incident Management - Joint Working Document (SVM/SDM/PRO/0012)⁴⁷⁹</p> <p>End to End Reconciliation Reporting (SVM/SDM/SD/0020)⁴⁸⁰</p>	<p>Schedule B4.4, Annex 3: Part B, Paragraphs 5.3, 6.9 and 6.10</p> <p>Schedule B4.4, Annex 3: Part B, Paragraph 3</p> <p>Schedule B4.4, Annex 3: Part B, Paragraph 5.4</p>

⁴⁷³ FUJ00001739 (v 3.0 dated 19 December 2002); FUJ00001921 (v 2.0 dated 11 January 2005); FUJ00001969 (v 3.0 dated 17 October 2005)

⁴⁷⁴ FUJ00232486 (v 1.0 dated 19 December 2001); FUJ00232488 (v 2.0 dated 21 January 2002); FUJ00001667 (v 4.0 dated 29 July 2002); FUJ00001687 (v 4.1 dated 4 November 2002); FUJ00001740 (v 5.0 dated 29 December 2002); FUJ00001842 (v 6.0 dated 24 December 2003); FUJ00001908 (v 7.0 dated 15 November 2004)

⁴⁷⁵ FUJ00234946, dated 25 September 2023

⁴⁷⁸ FUJ00079994 (v 1.0 dated 31 August 2006); FUJ00080073 (v 2.0 dated 14 July 2009); FUJ00080196 (v 3.0 dated 1 December 2010); FUJ00080254 (v 4.0 dated 3 December 2013); FUJ00003440 (v 5.0 dated 3 December 2019); FUJ00235002 (v 8.0 dated 12 February 2024)

⁴⁷⁹ FUJ00080215 (v 2.0 dated 14 June 2011); FUJ00080224 (v 3.0 dated 30 April 2012); FUJ00234980 (v 4.0 dated 24 June 2020); FUJ00243146 (v 5.0 dated 14 June 2024)

⁴⁸⁰ FUJ00080024 (v 1.0 dated 2 February 2007); FUJ00080213 (v 2.0 dated 22 June 2011); FUJ00080226 (v 3.0 dated 4 May 2012); FUJ00080386 (v 4.0 dated 4 September 2017); FUJ00003446 (v 5.0 dated 23 April 2020); FUJ00235004 (v 6.0 dated 14 December 2022)

	Contract Phase	Service Description	Related Documents Identified	Liquidated Damages Provisions
				<p>Schedule B4.4, Annex 3: Part B, Paragraphs 6.9 and 6.10</p> <p>Service Level Target & Liquidated Damages Exclusions (SVM/SDM/PRO/0006),⁴⁸¹ withdrawn on 3 December 2021⁴⁸²</p> <p>Reconciliation Service: Service Description (SVM/SDM/SD/0015)⁴⁸³, Sections 2.1 (“Service Definition”) and 2.3 (“Service Levels and Remedies”)</p>

⁴⁸¹ FUJ00002051 (v 1.0 dated 19 June 2007); FUJ00002058 (v 2.0 dated 20 November 2007); FUJ00002085 (v 3.0 dated 18 March 2009); FUJ00002334 (v 4.0 dated 15 December 2010); FUJ00002451 (v 5.0 dated 14 January 2013); FUJ00002571 (v 6.0 dated 26 February 2014)

⁴⁸² FUJ00234979 (withdrawn on 3 December 2021)

⁴⁸³ FUJ00079994 (v 1.0 dated 31 August 2006); FUJ00080073 (v 2.0 dated 14 July 2009); FUJ00080196 (v 3.0 dated 1 December 2010); FUJ00080254 (v 4.0 dated 3 December 2013); FUJ00003440 (v 5.0 dated 3 December 2019); FUJ00235002 (v 8.0 dated 12 February 2024)