

Contractual Change Control Procedure

1. General

1.1. This Change Control Procedure describes the change management process to be followed by the Parties. Unless otherwise specified, the terms and expressions used in this document shall have the meanings given to them in the Master Service Agreement and/or associated Service Schedules.

1.2. The following Annexures are attached to this document, form part thereof and are hereby incorporated by reference:

1.2.1. Annexure 1A (Agreement Change Control Procedure);

1.2.2. Annexure 1B (Contract Change Note);

2. Scope and Objectives

2.1. This document sets out the processes for introducing and approving Changes to the Agreement (each a "Change Control Procedure" and collectively the "Change Control Procedure").

2.2. Any decision or agreement resulting from the processes set out in this procedure shall not be binding on either Party unless the same has been agreed in writing by both parties

3. The Relevant Change Control Procedure

Where the Agreement requires Changes to be made through the Change Control Procedure, that Change shall be made or initiated through the Contractual Change Control Procedure (as set out in Annexure 1A to this Document). For the purposes here of a "Contract Change" means a material change to the Deliverables as agreed in the Master Service Agreement and or the associated Service Schedules.

4. Urgent Changes

4.1. Some Contract Changes may be sufficiently urgent to require the timescales set out in this Document and its Annexures to be shortened and/or for Ergo to be required to devote additional resources to the relevant Change Control Procedure. In which case, upon the Customer's provision of sufficient evidence of the required urgency and subject to the agreement of Ergo the Customer's Change Manager may by notice in writing to Ergo:

4.1.1. request to shorten any time periods under this Change Control Procedure and its Annexures to the extent reasonable in the circumstances; and/or

4.1.2. request Ergo to devote all required and available Resources to, and assign the highest priority to, the preparation and finalisation of the relevant Change Control Procedure and/or implementation of the Change. Where such devotion of Resources and priority level has an effect on Ergo's ability to meet any particular service level applicable to a Service provided by Ergo, the Customer will: (i) pay for additional Resources to prepare and finalize the relevant Change Control Procedure and/or implement the Change; and/or (ii) agree that the relevant service level and/or any

liability for associated service credits will be deemed to have been waived accordingly and will not apply.

As soon as reasonably practical upon receipt of such notice Ergo shall notify the Customer's Change Manager of the potential impact of re-assignment of Ergo Personnel to the implementation of any other Change Control Procedure including any additional costs associated with such re-assignment. The Customer shall use such impact assessment in a decision to either confirm the original notice or amend its content.

Annexure 1A Agreement Change Control Procedure

1. General

1.1. All Contract Changes shall be made in accordance with the procedures set out in this Annexure 1A (Agreement Change Control Procedure) unless otherwise agreed by the parties.

2. Appointment of Change Managers

2.1. Each of the Customer and Ergo shall designate a person who shall be authorised to manage Contract Changes (each such person, a "Change Manager"). The Customer shall ensure that its Change Manager shall, and Ergo shall ensure that its Change Manager shall, follow the processes set out in this Annexure 1A (Agreement Change Control Procedure) in relation to all Contract Changes.

3. Initiation, Prioritisation and Consideration of Contract Changes

3.1. Any person within the Customer and any person within Ergo may raise requests for Contract Changes, by submitting such requests to its Change Manager. It shall be the responsibility of each Change Manager to decide whether to proceed with the requested Contract Change after having discussed the matter with the person requesting it. If it decides to proceed, it shall raise the matter with the Change Manager of the other Party in accordance with the provisions below. Until such time as a request for a Contract Change has been raised by one Party's Change Manager to the other Party's Change Manager, the requested Contract Change shall not be progressed under this Annexure 1A (Agreement Change Control Procedure).

3.2. The Customer's and Ergo's Change Managers shall each be entitled to initiate a Contract Change in accordance with the relevant processes and procedures set out in this Annexure 1A by submitting a written request to the other Party's Change Manager (each such written request shall be referred to as a "Contract Change Request"). All Contract Change Requests shall be submitted in such form as may be reasonably specified by the Ergo Change Manager with input and acceptance by the Customer from time to time. Any request for a Contract Change that has not been initiated by a Change Manager in accordance with the provisions of this Annexure 1A (Agreement Change Control Procedure) shall have no effect unless the Customer and Ergo explicitly agree otherwise in writing.

3.3. The Customer's Change Manager shall be entitled to prioritise Contract Change Requests it makes or receives and Ergo agrees to be bound by the prioritisation of Contract Change Requests set by the Customer's Change Manager provided Ergo considers any proposed prioritisation reasonable. Both parties shall throughout the implementation of each Contract Change continue to monitor and prioritise the various Contract Changes being implemented.

3.4. The Change Managers shall discuss all Contract Change Requests submitted or received by them and shall ensure that such a discussion results either in agreement between the Parties:

3.4.1. not to proceed further with the Contract Change Request, in which case the Contract Change Request will be abandoned and no further action shall be taken in respect of that request; or

3.4.2. to proceed with the Contract Change Request, following which the relevant Party that proposed the Contract Change Request' Change Manager shall submit a Contract Change Note ("CCN") in accordance with Section 4.1 below.

3.5. In the event of a deadlock on whether or not to proceed with a Contract Change Request, then the deadlock shall be subject to the Dispute Resolution procedure set out in the Master Services Agreement.

3.6. The Customer and Ergo shall each ensure that the decision either to proceed with or abandon a Contract Change Request is:

3.6.1. made within seven (7) Business Days of the receipt by the relevant Change Manager of a Contract Change Request (or such longer period as they may agree); and

3.6.2. recorded in writing by the Change Managers, which for the purpose of this section may be done by e-mail.

4. Process for Agreeing Contract Changes

4.1. Where, following the discussions referred to in Section 3.4.2 above, the Parties agree to proceed with a Contract Change, the Customer or Ergo (as applicable) will, as soon as reasonably possible but in any event no later than ten (10) Business Days (or such longer period as may be agreed by the Parties' Change Managers) following the agreement to proceed with the proposed Contract Change, either:

4.1.1. provide to the other Party the CCN to which the Contract Change Requests relates; or

4.1.2. provide a response stating what further information or investigation is required in order to respond, and provide details of the required information or investigation and a date by which the CCN will be provided to the other Party (which will be contingent on when all required information is obtained from the other Party), in which case:

4.1.3. the Change Managers of each of Ergo and the Customer must meet within five (5) Business Days of receipt by Ergo of such request for further information so as to discuss, request and provide, where possible, the additional information, or to arrange the further investigation, reasonably requested. For the avoidance of doubt, where an issue transpires with the accuracy of the information supplied by the Customer, Ergo reserves the right to adjust the relevant charges accordingly; and

4.1.4. the Party drafting the CCN shall then provide the other Party with the CCN as soon as possible from the receipt by it of the further information or following the conduct of the further investigations referred to above, or by such date as otherwise agreed between the Parties (such agreement not to be unreasonably withheld).

4.2. In addition to any other requirement in the Change Control Procedure in relation to the preparation of CCNs, Ergo shall reasonably endeavour to provide, that each CCN includes a security impact and risk assessment and a summary of the way in which the proposed Contract Change could, or is in any way likely to, adversely affect or compromise any of the security

arrangements of the Customer (the "CCN Risk Assessment"). The CCN Risk Assessment will be provided in the form of the template set out at Annexure 1B to this Document.

4.3. The receiving party shall decide, within a reasonable period of time after its receipt of the CCN and the CCN Risk Assessment, and shall notify the requesting party, as to whether or not it wishes to proceed with the implementation of the proposed Contract Change on the terms of the CCN.

4.4. If the Customer wishes to use the services of Ergo but does not agree with any aspect of the CCN, it shall notify Ergo of the matters with which, in its reasonable opinion, it does not agree and request Ergo to provide an amended CCN taking into account the comments received from the Customer provided all such comments are reasonable and necessary.

4.5. If both parties accept the CCN then the Parties shall execute, as soon as possible thereafter, two (2) copies of the CCN, with each party each retaining one (1) copy of the CCN so executed.

4.6. Ergo shall not take any action with respect to a CCN until such time as Ergo's Change Manager and the Customer's Change Manager have executed the relevant CCN for that Contract Change, [or where the conditions of Section 4.7 of this Annexure apply, the security approval is attained.]

4.7. Ergo shall use reasonable endeavours to ensure that, before it or any other member of Ergo group (or any of their Subcontractors) makes any Changes to [platforms, network architecture, agreed configurations, systems or components,] that might affect the risk profile or security positioning of the Services provided to the Customer, security approval is obtained from the Customer.

4.8. Once the Customer's Change Manager, decides to proceed with a CCN and [executes a CCN in respect of that Contract Change], the Contract Change in question shall become effective as of the effective date specified in the CCN (or where no date has been specified, on the date of the CCN), the Agreement shall be deemed to have been changed in accordance with the terms of the CCN, and the Parties shall implement the CCN.

4.8.1. If, at any time prior to execution of the CCN the Customer's Change Manager does not wish to proceed with a proposed Contract Change, it shall be entitled to notify Ergo's Change Manager of its decision, in which case the Contract Change Request shall be abandoned and neither Party shall be required to take any further steps in that regard. Ergo shall be entitled to recover reasonable costs incurred in preparing the CCN where no further action is taken.

4.9. Either party shall be entitled from time to time, when it is of the opinion that a sufficient number of CCNs have been executed to warrant the same, amend the relevant part(s) of the Agreement in accordance with the CCNs subject to the agreement of both Parties to the proposed amendment.

4.10. Neither Party shall unreasonably withhold its agreement to proceed with Contract Change Requests and Contract Changes requested by the other Party.

5. Costs of Investigating and Agreeing Contract Changes

5.1. Unless otherwise agreed both parties will bear their own costs in relation to any investigations into a proposed Contract Change, Contract Change Requests, the CCN Risk Assessment and in relation to agreeing and executing any Contract Change Request, CCN or other document in relation to the Agreement save where such investigation and agreement of a

Contract Change (regardless of whether the CCN is executed or not) takes more than one working day in total to complete. For the avoidance of doubt, requests for a Contract Change will be chargeable if such request takes more than one working day to investigate and execute.

6. Changes to the Charges Resulting from Contract Changes

6.1. Introduction

Ergo's Change Manager may propose changes to the Charges in connection with a Contract Change Request at rates consistent with the already agreed daily rates..

6.2. Changes to the Charges because of Contract Change Request

Ergo's Change Manager shall, as soon as may be reasonably practicable after a Contract Change Request has been received or made (as appropriate), notify the Customer's Change Manager whether the proposed Contract Change:

6.2.1. can be provided by Ergo within the existing Charges; or

6.2.2. will lead to an increase of the Charges;

6.3. Cost Principles

Any increase in the Charges or new Charges that are permitted to be imposed on the Customer under this Annexure 1A of the Change Control Procedure shall be subject to and calculated in accordance with the already agreed daily rates.

7. Resolution of Disputes

If the Customer and Ergo cannot agree on any issue relating to the CCN, then the dispute shall be subject to the Dispute Resolution procedure as set out in the Master Services Agreement

Annexure 1B Template CCN and Impact Assessment

Contract Change Request		Contract Change Request Number: [•]
Title:	[•]	
Originator:	[•]	
Date of Initiation:	[•]	
Details of Proposed Contract Change		
<p>[Note: Section to be populated by the Party requesting the Change. Sample Language set out below:</p> <p><i>The Parties agree that the Agreement is amended in the manner set out in the amended form Agreement attached hereto at Appendix 1.</i></p> <p>OR</p> <p><i>The Parties agreed that clause [•] of the Agreement is hereby amended to read as follows:</i></p> <p>"[•]"</p>		
Authorised by [•]:	Date: []	
Name:		
Signature:		
Received by [•]:	Date: []	
Name:		
Signature:		

Contract Change Note	Contract Change Request Number: [•]
Part A: Impact Assessment	
Any impact of the Contract Change on Services, Service Levels, charging structure, delivery timelines and any known adverse impact on the Customer's Security arrangements to be summarised below.	
Brief Description of Contract Change:	
Impact on Services:	
Impact on Service Levels:	
Impact on Charges: (including a schedule of payments where applicable)	
Impact on Delivery Timetable:	
Adverse Impact on the Customer's Security Arrangements:	
Proposed Effective Date:	
Other Relevant Information: (including value-added and acceptance criteria)	
Impact Assessment delivered by Ergo	Date:
Name:	
Signature:	
Impact Assessment reviewed by the Customer	Date:
Name:	
Signature:	

Contract Change Note		Contract Change Request Number: [●]
Part B: Contract Change Note		
Implementation of the Contract Change Request as submitted in the Contract Change Request Number [●] is; (tick as appropriate)		
Approved	<input type="checkbox"/>	
Rejected	<input type="checkbox"/>	
Requires Further Information (as follows, or as Attachment 1 etc.)	<input type="checkbox"/>	
Amendments to this Agreement, to be effective from the effective date stated below		
Clause/Paragraph reference	Original Wording	New Wording
Change Effective Date	The Parties agree that the amendments set out in this Contract Change Note shall have effect from [●].	
Except to the extent varied by this Contract Change Note, all the terms of the Agreement referred, shall continue to remain in full force and effect.		
For Ergo	For Customer	
Signature	Signature	
Name	Name	
Title	Title	
Date	Date	