

SPECIALIST QUALITY MARK AUDITING SERVICES AGREEMENT 2022

SCHEDULE 6

EXIT MANAGEMENT PLAN

1. EXIT PLAN

- 1.1 The Licensee will, within three (3) months after the Commencement Date, deliver to the LAA a plan for managing the exit of the Licensee ("**Exit Plan**") which sets out the Licensee's proposed methodology for achieving an orderly transition of Services from the Licensee to the LAA and/or its Replacement Licensee on the expiry or termination of this Agreement and which complies with the requirements set out in paragraphs 1.2 and 1.3 below. Within thirty (30) days after the submission of the Exit Plan, the Parties will use their respective reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan then such dispute shall be resolved in accordance with clause 26 (Dispute Resolution) of this Agreement.
- 1.2 The Exit Plan will contain, as a minimum:
- 1.2.1 the management structure to be employed during both the transfer and the cessation of the Services; and
 - 1.2.2 a detailed description of both the transfer and cessation processes and activities, including a timetable.
- 1.3 In addition, the Exit Plan shall:
- 1.3.1 document how the Services will transfer to the Replacement Licensee and/or the LAA, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the LAA's technology components from any technology components operated by the Licensee;
 - 1.3.2 specify the scope of Services to be provided in the event of expiry or termination ("**Transition Services**") that may be required for the benefit of the LAA (including such of the services set out in paragraph 5 below as are applicable) and detail how such services would be provided (if required), during any such period prior to or following expiry or termination ("**Transition Period**");
 - 1.3.3 set out procedures to deal with requests made by the LAA and/or a Replacement Licensee for information relating to the Services and Licensee Personnel;
 - 1.3.4 address each of the issues set out in this Schedule to facilitate the transition of the Services from the Licensee to the Replacement Licensee and/or the LAA with the aim of ensuring that there is no disruption to or degradation of the Services during the Transition Period;
 - 1.3.5 provide a timetable and identify critical issues for providing the Transition Services; and
 - 1.3.6 set out the management structure to be put in place and employed during the Transition Period.
- 1.4 The Licensee will review and update the Exit Plan (as appropriate) in the first month of each year of the Term to reflect changes in the Services. Following such update the Licensee will submit the revised Exit Plan to the LAA for review. Within thirty (30) days following submission of the revised Exit Plan, the Parties shall meet and use reasonable

endeavours to agree the contents of the revised Exit Plan, based on the principles set out in this Schedule and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the contents of the revised Exit Plan within that thirty (30) day period, such dispute shall be resolved in accordance with clause 26 (Dispute Resolution) of this Agreement.

2. TRANSITION SERVICES

2.1 General

- 2.1.1 During the Transition Period or such shorter period as the LAA may require, the Licensee will continue to provide the Services (as applicable) and will, at the request of the LAA pursuant to paragraph 3.1, provide the Transition Services.
- 2.1.2 During the Transition Period, the Licensee will, in addition to providing the Services and the Transition Services, provide to the LAA any reasonable assistance requested by the LAA to allow the Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the LAA and/or its Replacement Licensee. The Licensee will reallocate resources as necessary in order to provide these services without cost to the LAA.
- 2.1.3 During the Transition Period, the Services and the Transition Services will be provided at no detriment to the Service Levels otherwise required by this Agreement, save to the extent that the Parties agree otherwise in accordance with paragraph 2.1.4.
- 2.1.4 Where the Licensee demonstrates to the LAA's reasonable satisfaction that transition of the Services and provision of the Transition Services during the Transition Period will have a material, unavoidable adverse effect on the Licensee's ability to meet a particular Service Level, the Parties shall vary the relevant Service Level to take account of such adverse effect.
- 2.1.5 The Parties acknowledge that the migration of the Services from the Licensee to the LAA and/or its Replacement Licensee may be phased, such that certain of the Services are handed over before others.
- 2.1.6 Within thirty (30) days after service of notice of termination by either Party or no less than six (6) months prior to the expiry of this Agreement, the Licensee will submit for the LAA's approval the Exit Plan in a final form that could be implemented immediately.
- 2.1.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within thirty (30) days following its delivery to the LAA then such dispute shall be resolved in accordance with Clause 26 (Dispute Resolution) of this Agreement. Until the agreement of the final form Exit Plan, the Licensee will provide the Transition Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as this still applies).

3. NOTIFICATION OF REQUIREMENTS FOR TRANSITION SERVICES

3.1 Not less than one (1) month prior to the expiry of this Agreement or within one (1) month of the announcement of the termination of the Agreement, the LAA shall provide the Licensee with notification of:

- 3.1.1 the date from which Transition Services are required to operate;

- 3.1.2 the nature of the Transition Services required; and
- 3.1.3 the Transition Period during which it is anticipated that Transition Services will be required which shall continue no longer than twelve (12) months after the date of expiry or termination of the Agreement,

("Transition Service Notice").

- 3.2 The LAA shall have an option to extend the period of assistance beyond the period specified in the Transition Service Notice provided that such extension shall not extend for more than six (6) months after the date the Licensee ceases to provide the Services or, if applicable, beyond the end of the Transition Period and provided that it shall notify the Licensee to such effect no later than twenty (20) Working Days prior to the date on which the provision of Transition Services is otherwise due to expire. The LAA shall have the right to terminate its requirement for Transition Services by serving not less than twenty (20) Working Days' written notice upon the Licensee to such effect.

4. **TERMINATION OBLIGATIONS**

- 4.1 The Licensee shall comply with all of its obligations contained in the Exit Plan and shall, upon termination or expiry of this Agreement provide to the LAA an up-to-date business process manual together with all other documentation relating to the provision of the Services.

- 4.2 At the end of the Transition Period (or earlier if this does not adversely affect the Licensee's performance of the Services and the Transition Services and its compliance with the other provisions of this Schedule):

- 4.2.1 the Licensee will erase from any computers, storage devices and storage media that are to be retained by the Licensee after the end of the Transition Period any software containing the LAA software and all LAA data;

- 4.2.2 the Licensee will return to the LAA such of the following as is in the Licensee's possession or control:

- 4.2.3 the Licensee will transfer all LAA data (in complete, uncorrupted form) in its possession or control to the LAA save to the extent (and for the limited period) that such data is required for the purposes of providing any services to the LAA under this Schedule or the Exit Plan;

- 4.2.4 each Party will return to the other Party all Confidential Information of the other Party and will certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Transition Services.

- 4.3 If the LAA's data or LAA's Confidential Information is required by the Licensee during the Transition Period for the provision of the Transition Services, the Licensee shall comply with paragraphs 4.2.3 and 4.2.4 on expiry of the Transition Period in respect of such LAA's Data and LAA's Confidential Information.

5. **SCOPE OF THE TRANSITION SERVICES**

- 5.1 The Transition Services to be provided by the Licensee shall include (without limitation) such of the following services as the LAA may specify in the Transition Services Notice:

- 5.1.1 notifying any Licensee Personnel of procedures to be followed during the Transition Period and providing management to ensure these procedures are followed;

- 5.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the LAA and/or Replacement Licensee after the end of the Transition Period;
- 5.1.3 delivering to the LAA the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports;
- 5.1.4 providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Transition Services;
- 5.1.5 with respect to work in progress as at the end of the Transition Period, documenting the current status and stabilising for continuity during transition;
- 5.1.6 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- 5.1.7 delivering copies of the databases (with content listings) to the LAA's and/or the Replacement Licensee's operations staff (on appropriate media) as reasonably requested by the LAA;
- 5.1.8 assisting in the execution of a parallel operation for such period as notified by the LAA which shall not exceed the period set out in the Transition Services Notice;
- 5.1.9 assisting in the execution of a parallel operation of the maintenance and support of ICT systems until the end of the Transition Period or as otherwise specified by the LAA (provided that these Services end on a date no later than the end of the Transition Period);
- 5.1.10 answering all reasonable questions from the LAA and/or its Replacement Licensee regarding the Services;
- 5.1.11 agreeing with the LAA and/or the Replacement Licensee a plan for the migration of relevant data relating to the Services to the LAA and/or the Replacement Licensee. The Licensee will fully co-operate in the execution of the agreed plan, providing skills and expertise of a reasonably acceptable standard;
- 5.1.12 the provision of access to:
 - (a) the LAA and/or the Replacement Licensee during the Transition Period and for a period not exceeding six (6) months afterwards for the purpose of the smooth transfer of the Services to the LAA and/or the Replacement Licensee;
 - (b) information and documentation relating to the Services that is in the possession or control of the Licensee or Licensee Personnel (and the Licensee agrees and shall procure that applicable Licensee Personnel do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - (c) following reasonable notice and during the Licensee's normal business hours, to members of the Licensee Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Licensee.

6. **DISPUTES RELATING TO TRANSITION SERVICES**

Where there is any dispute between the Parties regarding the manner in which the Transition Services are to be performed, such dispute shall be resolved in accordance with clause 26 (Dispute Resolution) of this Agreement.

7. **KNOWLEDGE TRANSFER**

7.1 During the Transition Period, where requested by the LAA in the Transition Services Notice the Licensee will:

7.1.1 transfer all training material and provide appropriate training to those LAA and/or Replacement Licensee staff responsible for internal training in connection with the provision of the Services;

7.1.2 provide for transfer to the LAA and/or the Replacement Licensee of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and

7.1.3 provide the LAA and/or Replacement Licensee with access to such members of the Licensee Personnel as have been involved in the provision and/or management of the Services and who are still employed or engaged by the Licensee.

7.2 To facilitate the transfer of knowledge from the Licensee to the LAA and/or its Replacement Licensee, the Licensee shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the LAA and/or the Replacement Licensee.

7.3 The information which the Licensee shall provide to the LAA and/or its Replacement Licensee pursuant to paragraph 7.1 above will include:

7.3.1 copies of up-to-date documentation, procedures and operations manuals;

7.3.2 agreements with third party suppliers of goods and/or services which are to be transferred to the LAA;

7.3.3 key support contact details for third party supplier personnel under Agreements which are to be assigned or novated to the LAA pursuant to this Schedule;

7.3.4 information regarding any unresolved faults in progress at the commencement of the Transition Period as well as those expected to be in progress at the end of the Transition Period;

7.3.5 details of physical and logical security processes and tools which will be available to the LAA; and

7.3.6 any relevant interface information.

