SCHEDULE 8.5

EXIT MANAGEMENT

VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
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APPENDIX 1 – SCOPE OF THE TERMINATION SERVICES

SCHEDULE 8.5 – EXIT MANAGEMENT

1. PURPOSE

This Schedule contains provisions concerning the exit from this Agreement in relation to its expiry or early termination (in whole or in part).

2. OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

Registers

2.1 In addition to keeping all Documents and Records up to date and providing and/or maintaining other information in accordance with this Agreement, during the Term the Supplier shall:

2.1.1 create and maintain a register of all:

(a) Supplier Assets, detailing their:

(i) make, model and asset number;

(ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;

(iii) Net Book Value;

(iv) condition and physical location; and

(v) use (including technical specifications); and

(b) Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of this Agreement; and

2.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier performs this Agreement, which shall contain sufficient detail to permit TTL and/or any Replacement Supplier to understand how the Supplier performs this Agreement and to enable the smooth transition of this Agreement with the minimum of disruption to this Agreement, TTL, TfL and the Other SITS Suppliers,

(together, the "**Registers**").

2.2 The Supplier shall:

2.2.1 agree the format of the Registers with TTL as part of the process of agreeing the Exit Plan;

2.2.2 at all times keep the Registers up to date, in particular in the event that Supplier Assets, Sub-contracts or other relevant agreements are added to or removed from this Agreement; and

2.2.3 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of this Agreement.

Supplier's Exit Manager

2.3 The Supplier's Exit Manager (being a member of the Key Personnel) shall be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule.

2.4 The Supplier's Exit Manager shall liaise with TTL in relation to all issues relevant to the exit from this Agreement and all matters connected with this Schedule and each Party's compliance with it.

3. OBLIGATIONS TO ASSIST ON RE-TENDERING OF THIS AGREEMENT

3.1 On reasonable notice at any point during the Term, the Supplier shall provide to TTL and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information to the extent such material and information is reasonably required by TTL for the purpose of facilitating the preparation by TTL of any invitation to tender and/or to facilitate any potential Replacement Supplier and/or TTL undertaking due diligence:

3.1.1 details of:

(a) the RTO System and its performance (to the level of detail required to facilitate TTL's rights in accordance with Clause 16.3 of the Agreement);

(b) the Services; and

(c) this Agreement;

3.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

3.1.3 an inventory of TTL Data in the Supplier's possession or control;

3.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

3.1.5 a list of on-going and/or threatened disputes in relation to the performance of this Agreement (including in relation to Key Sub-contractors and third parties);

3.1.6 to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under Schedule 9.1 (Staff Transfer); and

3.1.7 such other material and information as TTL shall reasonably require,

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

3.2 The Supplier acknowledges that TTL may disclose the Supplier's Confidential Information to any actual or prospective Replacement Supplier or any third party whom TTL is considering engaging to the extent that such disclosure is necessary in connection with such engagement and provided that such Replacement Supplier or third party enters into reasonable written confidentiality undertakings (except that TTL may not under this paragraph 3.2 disclose any of the Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs).

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

3.3.1 prepare an informed offer for the performance of this Agreement (or relevant part); and

3.3.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

3.4 The Supplier shall notify TTL promptly upon becoming aware of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of this Agreement and, if requested by TTL, shall provide TTL with updated Exit Information as soon as is practicable.

3.5 Upon reasonable notice the Supplier shall co-operate fully and promptly with TTL in respect of any re-tendering exercise, including by:

3.5.1 providing actual or potential Replacement Suppliers with such written information as TTL may reasonably request in relation to this Agreement for the purpose of answering questions from those actual or potential Replacement Suppliers;

3.5.2 participating in meetings and/or other sessions (whether physically or remotely) with TTL and/or actual or potential Replacement Suppliers for the purpose of answering questions from those actual or potential Replacement Suppliers; and

3.5.3 reviewing plans submitted by actual or potential Replacement Suppliers in order to identify any necessary changes which would need to be made to the Exit Plan in order to de-risk transition of responsibility for the performance of this Agreement to any actual or potential Replacement Suppliers.

3.6 If required by TTL, the Supplier shall provide or procure access to the Source Code for the purposes of Source Code Verification in accordance with Clause 15.7 of the Agreement in order to facilitate TTL's readiness for any re-tendering process.

4. EXIT PLAN

4.1 The Supplier shall, in accordance with the timescales identified within Schedule 6.1 (Transition), submit to TTL for Approval an Exit Plan which:

4.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of this Agreement from the Supplier to TTL and/or its Replacement Supplier on the expiry or termination of this Agreement;

4.1.2 complies with the requirements set out in paragraph 4.2; and

4.1.3 is otherwise reasonably satisfactory to TTL.

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

4.2.1 how the Exit Information is obtained;

4.2.2 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as TTL shall require to enable TTL or its contractors to perform this Agreement;

4.2.3 the management structure to be employed during both transfer and cessation of this Agreement in an Ordinary Exit and an Emergency Exit;

4.2.4 the management structure to be employed during the Termination Assistance Period;

4.2.5 a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;

4.2.6 how this Agreement will transfer to the Replacement Supplier and/or TTL, including details of the processes, documentation, data transfer, systems migration, security and the segregation of TTL's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);

4.2.7 subject to paragraph 6.13, how the responsibility for the provision of the Hosting Services will transfer to TTL, TfL, the Replacement Supplier and/or the Replacement Supplier's hosting sub-contractor;

4.2.8 where applicable, the dates on which the licences specified in Clause 16.3 of this Agreement shall take effect and the delivery of the relevant Software and Software Supporting Materials shall be made in accordance with Clause 16.3.1(c) of this Agreement;

4.2.9 the scope of the Termination Services that may be required for the benefit of TTL (including such of the services set out in Appendix 1 as are applicable);

4.2.10 a timetable and critical issues for providing the Termination Services;

4.2.11 any indicative estimate of the charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Termination Services were being treated as a Contract Change), together with a capped estimate of such charges;

4.2.12 how the Termination Services would be provided (if required) during the Termination Assistance Period;

4.2.13 procedures to deal with requests made by TTL and/or a Replacement Supplier for Staffing Information pursuant to Schedule 9.1 (Staff Transfer);

4.2.14 how each of the issues set out in this Schedule will be addressed to facilitate the transition of this Agreement from the Supplier to the Replacement Supplier and/or TTL with the aim of ensuring that there is no disruption to or degradation of the obligations performed under this Agreement (and, where applicable, the services provided by the Other SITS Suppliers) during the Termination Assistance Period;

4.2.15 the treatment of the delivery of any Agreed Project Proposals which may be ‘in-flight’ at the Expiry Date or earlier date of termination, and which at TTL’s election may involve a transfer to the Replacement Supplier and/or completion by the Supplier; and

4.2.16 without prejudice to the Supplier's obligations set out in Schedule 8.4 (Records), the arrangements for the transfer of Records and relevant information and documentation from the registers referenced in this Agreement (including the Document Register) to TTL.

4.3 The Parties acknowledge that the migration of this Agreement from the Supplier to TTL and/or its Replacement Supplier may be phased, such that certain aspects of this Agreement are handed over before others.

4.4 Commencing on the anniversary of the Achievement of Milestone MS08 (Initial Operations Review Complete), the Supplier shall review and (if appropriate) update the Exit Plan annually on a basis consistent with the principles set out in this Schedule to reflect any changes to this Agreement that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to TTL for Approval.

Finalisation of the Exit Plan

4.5 Within twenty (20) Working Days after delivery of a Termination Assistance Notice by TTL in accordance with paragraph 5.1, the Supplier will submit to TTL for Approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes to this Agreement that have occurred since the Exit Plan was last agreed.

4.6 If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to TTL then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

5. TERMINATION SERVICES

Notification of Requirements for Termination Services

5.1 TTL shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (a "**Termination Assistance Notice**"):

5.1.1 at least six (6) months prior to the end of the Initial Term or (where applicable) any Extension Period; or

5.1.2 as soon as reasonably practicable (but in any event not later than one (1) month) following the service by either Party of a Termination Notice.

5.2 The Termination Assistance Notice shall specify:

5.2.1 the date from which the Termination Services are required;

5.2.2 the nature of the Termination Services required; and

5.2.3 the period during which it is anticipated that the Termination Services will be required, which (subject to paragraph 5.3) shall be no longer than twenty four (24) months.

5.3 TTL shall have the right to extend the period of assistance beyond the period specified in the Termination Assistance Notice on a maximum of three occasions provided that each such extension shall not extend for more than six (6) months and that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. TTL shall have the right to terminate its requirement for Termination Services by serving not less than twenty (20) Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

5.4 Throughout the Termination Assistance Period, or such shorter period as TTL may require, the Supplier shall:

5.4.1 continue to perform this Agreement (to the extent applicable) and, if required in the Termination Assistance Notice, provide the Termination Services;

5.4.2 in addition to performing this Agreement and the Termination Services, provide to TTL any reasonable assistance requested by TTL to allow this Agreement to continue without interruption and to facilitate the orderly transfer of responsibility for and conduct of this Agreement to TTL and/or the Replacement Supplier;

5.4.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 5.4.2 without additional costs to TTL;

5.4.4 perform this Agreement and the Termination Services at no detriment to the Performance Levels and the delivery of the RTO System Requirements, save to the extent that the Parties agree otherwise in accordance with paragraph 5.6; and

5.4.5 at TTL's request and on reasonable notice, deliver up-to-date Registers to TTL.

5.5 Without prejudice to the Supplier's obligations under paragraph 5.4.3, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 5.4.2 without additional costs to TTL, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.

5.6 If the Supplier demonstrates to TTL's reasonable satisfaction that the exit from this Agreement and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Performance Levels, the Parties shall vary the relevant Performance Levels and/or the applicable Service Credits in accordance with the Change Control Procedure to take account of such adverse effect.

Termination Obligations

5.7 The Supplier shall comply with all of its obligations contained in the Exit Plan.

5.8 Upon the termination date or the Expiry Date (or earlier if this does not adversely affect the Supplier's performance of this Agreement and the Termination Services and its compliance with the other provisions of this Schedule), the Supplier shall:

5.8.1 cease to use TTL Data;

5.8.2 provide TTL and/or the Replacement Supplier with a complete and uncorrupted version of TTL Data in electronic form (or such other format as reasonably required by TTL);

5.8.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all TTL Data and promptly certify to TTL that it has completed such deletion;

5.8.4 return to TTL such of the following as is in the Supplier's possession or control:

(a) all copies of TTL Software and any other software licensed by TTL to the Supplier under this Agreement;

(b) all materials created by the Supplier under this Agreement in which the IPRs are owned by TTL;

(c) any parts of the IT Environment and any other equipment which belongs to TTL; and

(d) any items that have been on-charged to TTL, such as consumables;

5.8.5 vacate any TTL Sites; and

5.8.6 provide access during normal working hours to TTL and/or the Replacement Supplier for up to twelve (12) months after the end of the Termination Assistance Period to:

(a) such information relating to this Agreement as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Personnel as have been involved in the design, development and provision of this Agreement and who are still employed by the Supplier, provided that TTL and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph 5.8.6(b).

5.9 Upon the termination date or the Expiry Date (as the case may be) (or earlier if this does not adversely affect the Supplier's performance of this Agreement and the Termination Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of this Agreement or the Termination Services or for statutory compliance purposes.

5.10 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by TTL to the Supplier in relation to this Agreement shall be terminated with effect from the end of the Termination Assistance Period.

Partial Termination

5.11 The Supplier acknowledges that there may be separate exits in respect of different parts of this Agreement in accordance with the partial termination provisions set out in Clause 32 of this Agreement, which may require: (i) separate Termination Notices; and/or (ii) the transition of the relevant aspects of this Agreement to TTL or Replacement Suppliers at different times. In such case, the relevant Termination Notice(s) shall clearly specify the part(s) of the Agreement affected.

6. ASSETS AND SUB-CONTRACTS

6.1 Following the earlier of the issue of a Termination Notice or a Termination Assistance Notice, the Supplier shall not, without TTL's prior written consent:

6.1.1 terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of this Agreement or the Charges;

6.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or

6.1.3 terminate, enter into or vary any licence for software in connection with this Agreement.

6.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 5.4.5, TTL shall provide written notice to the Supplier setting out:

6.2.1 which, if any, of the Transferable Assets TTL requires to be transferred to TTL and/or the Replacement Supplier (the "**Transferring Assets**");

6.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

TTL and/or the Replacement Supplier requires the continued use of; and

6.2.3 which, if any, of the Transferable Contracts TTL requires to be assigned or novated to TTL and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for TTL and/or its Replacement Supplier to perform this Agreement from the expiry of the Termination Assistance Period. Where requested by TTL and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to TTL and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts TTL and/or its Replacement Supplier requires to perform this Agreement or the Replacement Services.

Transferring Assets

6.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to TTL and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Agreement, in which case TTL shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.

6.4 Risk in the Transferring Assets shall pass to TTL or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to TTL or the Replacement Supplier (as appropriate) on payment for the same.

6.5 Where the Supplier is notified in accordance with paragraph 6.2.2 that TTL and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

6.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by TTL) for TTL and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

6.5.2 procure a suitable alternative to such assets and TTL or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

Transferring Contracts

6.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to TTL and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as TTL reasonably requires to effect this novation or assignment.

6.7 TTL shall:

6.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

6.7.2 once a Transferring Contract is novated or assigned to TTL and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

6.8 The Supplier shall hold any Transferring Contracts on trust for TTL until such time as the transfer of the relevant Transferring Contract to TTL and/or the Replacement Supplier has been effected.

6.9 The Supplier shall indemnify TTL (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to TTL (and/or Replacement Supplier) pursuant to paragraph 6.6 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract.

6.10 In the event that the Supplier has paid any charges for services to be provided under any Transferring Contract after the date of the transfer of the relevant Transferring Contract to TTL and/or the Replacement Supplier, the Parties shall agree (acting reasonably) appropriate arrangements in respect of the treatment of such charges.

6.11 The rights of TTL set out in this paragraph 6 shall be subject to the relevant rights of each Party set out in Clause 15.5 of this Agreement in respect of Baseline SCOOT and Future SCOOT and Clause 16.3 of this Agreement in respect of the expiry or early termination of this Agreement.

Hosting Sub-contract

6.12 The Parties acknowledge and agree that the Hosting Sub-contract is not a Transferrable Contract for the purpose of this Agreement.

6.13 At any time during the Termination Assistance Period (or at any other time during the Term pursuant to the Change Control Procedure) the Supplier shall, upon TTL's request:

6.13.1 have overall management responsibility for the orderly migration of the Hosting Services from the Hosting Sub-contract to:

(a) a new or existing contract between TTL or TfL and the Hosting Sub-contractor or any other hosting provider at TTL's or TfL's discretion; or

(b) the Replacement Supplier or the Replacement Supplier's hosting sub-contractor,

with minimal disruption to TTL, TfL, TTL's or TfL's hosting provider, the Replacement Supplier, the Replacement Supplier's hosting sub-contractor and this Agreement;

6.13.2 co-operate fully and promptly with TTL, TfL, TTL's or TfL's hosting provider, the Hosting Sub-contractor, the Replacement Supplier and the Replacement Supplier's hosting sub-contractor in respect of the migration of the Hosting Services; and

6.13.3 where the replacement Hosting Sub-contractor is the same provider as the Hosting Sub-contractor, use all reasonable endeavours to procure that the terms applicable to the provision of the replacement Hosting Services following the orderly migration of the Hosting Services from the Hosting Sub-contract in accordance with this paragraph 6.13 are no less favourable to TTL and TfL when compared with the terms set out in the Hosting Sub-contract.

6.14 TTL and/or TfL shall not be liable to pay any early termination or exit fees arising from any early termination of the Hosting Sub-contract, provided that charges for relevant associated Termination Services shall be payable subject to and in accordance with paragraph 9.

7. SUPPLIER PERSONNEL

7.1 TTL and the Supplier acknowledge and agree that in the event of the Supplier ceasing to perform this Agreement (or any part) for any reason, Schedule 9.1 (Staff Transfer) shall apply.

7.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the performance of this Agreement from transferring their employment to TTL and/or the Replacement Supplier.

7.3 During the Termination Assistance Period, the Supplier shall give TTL and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to TTL and/or the Replacement Supplier.

7.4 The Supplier shall immediately notify TTL or, at the direction of TTL, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

7.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to TTL and/or the Replacement Supplier, except that this paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

8. EXIT MANAGEMENT GOVERNANCE

Exit Management Status Report

8.1 The Supplier shall provide a report (an "**Exit Management Status Report**") in the form of a red-amber-green status document which shall provide detailed status information on the Exit Management activities identified in the Exit Plan. The red-amber-green status document shall identify the relevant activity, a description of the activity, the lead person in charge of the activity, its red-amber-green status scoring (according to scoring criteria reasonably determined by TTL) and a commentary explaining the current status and reasons supporting the red-amber-green status scoring. The commentary shall also describe any dependencies on TTL, TfL, the Replacement Supplier, Other SITS Suppliers and Third Parties and provide a detailed description of what they are required to do. If, upon reviewing an Exit Management Status Report, TTL identifies that the Supplier has not complied with the Exit Plan, TTL may require the Supplier to prepare and issue a Corrective Action Plan in accordance with Clause 27 of this Agreement.

8.2 The Exit Plan and the Exit Management Status Report shall be ordered in the same sequence and be cross referenced with common activity identifiers and descriptions.

8.3 During the Termination Assistance Period, the Supplier shall update the Exit Management Status Report and deliver it to TTL on a weekly basis unless otherwise agreed in writing (but as a minimum each time the Exit Plan is updated) to reflect the risks associated with Exit Management and record mitigation actions and fall-back positions in case of operational difficulties during that Exit Period.

8.4 The Supplier shall report on the progress of Exit Management (including progress against the most recently delivered Exit Management Status Report where applicable) at the RTO Service Delivery Group.

9. CHARGES

9.1 During the Termination Assistance Period (or for such shorter period as TTL may require the Supplier to provide the Termination Services), TTL shall pay the Charges to the Supplier in respect of the Termination Services in accordance with the rates set out in the Exit Plan (but

shall not be required to pay costs in excess of the estimate set out in the Exit Plan). If the scope or timing of the Termination Services is changed and this results in a change to the costs of such Termination Services, the estimate may be varied in accordance with the Change Control Procedure.

9.2 For the purpose of calculating the costs of providing the Termination Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Termination Services shall be determined in accordance with the Change Control Procedure.

9.3 Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and TTL shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

9.4 During any Termination Assistance Period, TTL shall pay the Charges to the Supplier in respect of the performance of this Agreement until such time as the responsibility for such performance is transferred to the Replacement Supplier and/or TTL, such Charges to be determined in accordance with Schedule 7.1 (Charges and Invoicing) taking into consideration any partial termination and any phased transfer.

APPENDIX 1 – SCOPE OF THE TERMINATION SERVICES

1. The Termination Services to be provided by the Supplier shall include such of the following services as TTL may specify:

1.1 ceasing all non-critical RTO System changes (except where agreed in writing with TTL);

1.2 notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

1.3 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 TTL and/or the Replacement Supplier after the end of the Termination Assistance Period;

1.4 delivering to TTL the existing RTO System support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) month period immediately prior to the commencement of the Termination Services);

1.5 providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;

1.6 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;

1.7 providing TTL with any problem logs which have not previously been provided to TTL;

1.8 providing assistance and expertise as necessary to examine all governance and reports in place for the performance of this Agreement and re writing and implementing these during and for a period of twelve (12) months after the Termination Assistance Period;

1.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the performance of this Agreement and re-writing and implementing these such that they are appropriate for the continuation of this Agreement after the Termination Assistance Period;

1.10 reviewing all Software libraries used in connection with the performance of this Agreement and providing details of these to TTL and/or the Replacement Supplier;

1.11 making available to TTL and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by TTL (acting reasonably) at the time of termination or expiry;

1.12 assisting in establishing naming conventions for any new production site;

1.13 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;

1.14 generating a computer listing of the Source Code of the RTO System in a form and on media reasonably requested by TTL;

1.15 agreeing with TTL a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;

1.16 delivering copies of the production databases (with content listings) to TTL's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by TTL;

1.17 assisting with the loading, testing and implementation of the production databases;

1.18 assisting in the execution of a parallel operation until the end of the Termination Assistance Period;

1.19 in respect of the maintenance and support of the RTO System, providing all historical performance data;

1.20 assisting in the execution of a parallel operation of the maintenance and support of the RTO System until the end of the Termination Assistance Period or as otherwise specified by TTL (provided that these services shall end on a date no later than the end of the Termination Assistance Period);

1.21 providing an information pack listing and describing this Agreement for use by TTL in the procurement of the Replacement Services;

1.22 answering all reasonable questions from TTL and/or the Replacement Supplier regarding this Agreement;

1.23 agreeing with TTL and/or the Replacement Supplier a plan for the migration of TTL Data to TTL and/or the Replacement Supplier;

1.24 providing access to TTL and/or the Replacement Supplier during the Termination Assistance Period for the purpose of the smooth transfer of this Agreement to TTL and/or the Replacement Supplier:

1.24.1 to the RTO System (including the Source Code and the Software Supporting Materials);

1.24.2 to information and documentation relating to this Agreement that is in the possession or control of the Supplier or its Sub-contractors (and the Supplier agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

1.24.3 following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the performance or management of this Agreement and who are still employed or engaged by the Supplier or its Sub-contractors;

1.25 knowledge transfer services, including:

1.25.1 transferring all training material and providing appropriate training to those TTL and/or Replacement Supplier staff responsible for internal training in connection with the performance of this Agreement and the operation of the RTO System;

1.25.2 providing for transfer to TTL and/or the Replacement Supplier of all knowledge reasonably required for the performance of this Agreement and the operation of the RTO System which may, as appropriate, include information, records and documents; and

1.25.3 providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development, testing, provision, support and/or management of this Agreement and the RTO System and who are still employed or engaged by the Supplier or its Sub-contractors; and

1.26 agreeing with TTL the basis for the share of any on-going commercial revenue in accordance with Clause 16.3.3 of this Agreement.

2. The Supplier shall:

2.1.1 provide a documented plan relating to the training matters referred to in paragraph 1.11 for agreement by TTL at the time of termination or expiry of this Agreement;

2.1.2 co-operate fully in the execution of the handover plan agreed pursuant to paragraph 1.15, providing skills and expertise of a suitable standard; and

2.1.3 fully co-operate in the execution of a data migration plan agreed pursuant to paragraph 1.23, providing skills and expertise of a reasonably acceptable standard.

2.2 To facilitate the transfer of knowledge from the Supplier to TTL and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to perform this Agreement and support and operate the RTO System, the change management process and other standards and procedures to the operations personnel of TTL and/or the Replacement Supplier.

2.3 The information which the Supplier shall provide to TTL and/or the Replacement Supplier pursuant to paragraph 1.25.2 shall include:

2.3.1 copies of up-to-date procedures and operations manuals;

2.3.2 product information;

2.3.3 agreements with third party suppliers of goods and services which are to be transferred to TTL and/or the Replacement Supplier;

2.3.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to TTL pursuant to this Schedule;

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

2.3.6 details of physical and logical security processes and tools which will be available to TTL; and

2.3.7 any relevant interface information.

2.4 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or TTL access, during business hours and upon reasonable prior written notice, to any Supplier Sites for the purpose of effecting a prompt knowledge transfer provided that:

2.4.1 any such agent or personnel (including employees, consultants and suppliers) having access to any Supplier Sites pursuant to this paragraph 2.4.1 shall:

(a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and

(b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Supplier Site and that TTL deems reasonable; and

2.4.2 TTL and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.