SCHEDULE 6.4

PRODUCT ROADMAP

VERSION CONTROL

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CONTENTS

1	PURPOSE	1
2	PRODUCT ROADMAP OVERVIEW	1
3	PRODUCT ROADMAP CONTENT	1
4	PROJECT ROADMAP MANAGEMENT AND REVIEW	2
5	CHANGES TO THE PRODUCT ROADMAP	3
6	ROADMAP PROJECT CLASSIFICATION AND PRIORITISATION	4
7	PROJECT PROPOSALS	5
8	CONTRACTUAL ROADMAP PROJECTS	6
9	INNOVATION AND CHANGE FUND	6
10	COSTS	7

APPENDIX 1 – OUTLINE PRODUCT ROADMAP

APPENDIX 2 – CONTRACTUAL ROADMAP PROJECTS

APPENDIX 3 – PRODUCT ROADMAP CHANGE FORM

APPENDIX 4 – PROJECT PROPOSAL FORM

SCHEDULE 6.4 – PRODUCT ROADMAP

1. PURPOSE

1.1 This Schedule sets out the agreed arrangements between the Parties at the Effective Date for the maintenance of the Product Roadmap and the treatment of Roadmap Projects and Innovation Projects.

1.2 The Parties acknowledge that at the Effective Date this Schedule contains in some instances key principles only in respect of the arrangements described in paragraph 1.1. Accordingly, as part of the operation of the RTO Product Development Group the Parties shall review and update this Schedule (including the Contractual Roadmap Project details set out in Appendix 2) using the Change Control Procedure within three (3) months of the Effective Date in order to develop the relevant principles.

2. PRODUCT ROADMAP OVERVIEW

2.1 The purpose of the Product Roadmap is to:

2.1.1 provide for collaboration between TTL and the Supplier on the future direction of the RTO System;

2.1.2 capture and store information on the future direction of the RTO System; and

2.1.3 facilitate stakeholder engagement and buy-in within both Parties in relation to paragraphs 2.1.1 and 2.1.2.

2.2 The Parties acknowledge and agree that the primary objectives of the Product Roadmap are to:

2.2.1 ensure that the planned evolution of the RTO System aligns with the contemporary and emerging challenges facing London and other cities;

2.2.2 ensure that the RTO System is future-proofed within an emerging technology environment;

2.2.3 maximise commercial exploitation opportunities for the RTO System and to secure a profitable return for both Parties;

2.2.4 demonstrate a clear path of development for the RTO System for which amendments and additions can be proposed by either Party for agreement and inclusion on the Product Roadmap;

2.2.5 provide for ongoing improvement of the RTO System that will ensure continuity of the RTO System brand as a 'market leader'; and

2.2.6 balance the need to maximise the benefits of the RTO System against the risks associated with the implementation of enhanced functionality.

3. PRODUCT ROADMAP CONTENT

3.1 The Product Roadmap shall contain details of the:

3.1.1 **Contractual Roadmap Projects** – being those projects identified as such in the Product Roadmap and described further in Appendix 2 that the Parties have scoped and priced at the Effective Date and which the Supplier shall deliver subject to and in accordance with paragraph 8 and this Agreement;

3.1.2 **Potential Roadmap Projects** – being the potential future projects on the Product Roadmap which the Parties have classified as either Critical TTL Roadmap Projects, Joint Roadmap Projects or Supplier Roadmap Projects in accordance with paragraph 6; and

3.1.3 **Potential Innovation Projects** – being the potential future innovation projects identified as such on the Product Roadmap which are not Contractual Roadmap Projects or Potential Roadmap Projects and which typically involve feasibility studies or research as a precursor to Potential Roadmap Projects.

3.2 The Supplier shall not be obliged to deliver any Contractual Roadmap Project, Critical TTL Roadmap Project, Joint Roadmap Project or Potential Innovation Project, and TTL shall not be obliged to provide any contributions (including funding) in respect of the same, until an Agreed Project Proposal is approved by the RTO Roadmap Development Group in accordance with paragraph 7.5 in respect of the relevant Contractual Roadmap Project, Critical TTL Roadmap Project, Joint Roadmap Project or Potential Innovation Project. Notwithstanding the foregoing, TTL acknowledges that at the Effective Date it has committed four million three hundred twenty six thousand two hundred eighty five pounds sterling (£4,326,285) to fund all of the Contractual Roadmap Projects, which shall be agreed for specific Contractual Roadmap Projects and allocated to specific Project Milestones as part of the relevant Agreed Project Proposals.

3.3 The Supplier shall ensure that each version of the Product Roadmap:

3.3.1 includes a visual representation (i.e. a high level timeline with the relevant projects plotted on it) of the development of the RTO System during the Term;

3.3.2 refers to the Contractual Roadmap Projects set out at Appendix 2;

3.3.3 contains the following information for each Potential Roadmap Project and each Potential Innovation Project:

(a) the objectives of the Potential Roadmap Project or Potential Innovation Project;

(b) the outline scope of the Potential Roadmap Project or Project Potential Innovation Project;

(c) the expected benefits of the Potential Roadmap Project or Potential Innovation Project – including (in respect of the Potential Roadmap Projects) any specific commercial exploitation targets and (in respect of Potential Innovation Projects) any specific links to Potential Roadmap Projects;

(d) the proposed outline timetable for delivery of the Potential Roadmap Project or Potential Innovation Project; and

(e) any contributions from TTL that will be required (including indicative financial contribution); and

3.3.4 is designed to achieve the Parties' primary objectives of the Product Roadmap set out in paragraph 2.2.

4. PROJECT ROADMAP MANAGEMENT AND REVIEW

4.1 Within three (3) months of the Effective Date and working in conjunction with TTL as part of the RTO Product Development Group the Supplier shall submit to TTL for Approval a Product Roadmap which as a minimum shall:

4.1.1 be based on the Outline Product Roadmap;

4.1.2 reflect the purpose of the Product Roadmap as set out in paragraph 2.1;

4.1.3 support the objectives of the Product Roadmap as set out in paragraph 2.2; and

4.1.4 include the content specified in paragraph 3.

4.2 Following TTL's Approval of the Product Roadmap pursuant to paragraph 4.1:

4.2.1 the Parties shall implement the Product Roadmap in accordance with its terms and this Agreement;

4.2.2 the Product Roadmap shall be reviewed and refreshed by the Parties at each meeting of the RTO Product Development Group during the Term, or more or less frequently as the Parties may agree otherwise in writing from time to time;

4.2.3 to facilitate paragraph 4.2.2, not less than five (5) Working Days prior to each meeting of the RTO Product Development Group, each Party shall notify the other Party in writing of any proposed updates to the Product Roadmap; and

4.2.4 any updates to the Product Roadmap arising from such reviews shall be made by the Parties in accordance with paragraph 5.

4.3 The Product Roadmap shall be managed by the RTO Product Development Group described in Schedule 8.1 (Governance).

5. CHANGES TO THE PRODUCT ROADMAP

5.1 Changes to this Schedule and the Product Roadmap shall by processed by the Parties as follows:

5.1.1 subject to paragraph 5.1.2, all changes to this Schedule shall be processed by the Parties using the Change Control Procedure; and

5.1.2 all changes to the Product Roadmap and the Contractual Roadmap Projects set out at Appendix 2 shall be processed by the Parties in accordance with the Product Roadmap Change Procedure.

5.2 The Product Roadmap Change Procedure is as follows:

5.2.1 Either Party may propose changes to the Product Roadmap or the Contractual Roadmap Projects set out at Appendix 2 using the Product Roadmap Change Form for consideration by the RTO Product Development Group.

5.2.2 The Party proposing the change shall provide sufficient information for the RTO Product Development Group to understand the purpose of, and the rationale for, the proposed change.

5.2.3 Where either Party proposes a new Potential Roadmap Project or Potential Innovation Project that Party shall provide the RTO Product Development Group with reasonable information in accordance with paragraph 3.3.3.

5.2.4 If the RTO Product Development Group approves the proposed change to the Product Roadmap the approval and relevant change shall be recorded in the Product Roadmap Change Form and the Supplier shall prepare an updated version of the Product Roadmap as soon as practicable for approval by the RTO Product Development Group.

5.2.5 No change to the Product Roadmap shall be effective until the change has been approved in writing by the RTO Product Development Group using the Product Roadmap Change Form.

5.2.6 In the event a proposed change to the Product Roadmap will also give rise to a separate Contract Change, such Contract Change shall be processed by the Parties in accordance with the Change Control Procedure at the same time.

5.2.7 The Parties shall act reasonably when considering potential changes to the Product Roadmap. If the RTO Product Development Group is unable to reach agreement on the treatment of any proposed change to the Product Roadmap, the Parties shall refer the matter to the RTO Relationship Management and Steering Group for resolution.

6. ROADMAP PROJECT CLASSIFICATION AND PRIORITISATION

6.1 Each Potential Roadmap Project shall be classified by the RTO Product Development Group as one of the following types:

6.1.1 **Critical TTL Roadmap Project** – any Potential Roadmap Project that TTL requires to provide specific operational benefits to London and that TTL regards as being urgent (e.g. for political or regulatory reasons, or for RTO System operational performance issues);

6.1.2 **Joint Roadmap Project** – any Potential Roadmap Project that has a range of benefits (including operational benefits) for London and/or has material commercial exploitation potential but is not a Critical TTL Roadmap Project; or

6.1.3 **Supplier Roadmap Project** – any Potential Roadmap Project that is not a Critical TTL Roadmap Project or a Joint Roadmap Project.

6.2 The Potential Roadmap Projects shall be prioritised on the Product Roadmap as follows:

6.2.1 the Critical TTL Roadmap Projects shall always be given the highest priority and shall be delivered by the Supplier in accordance with this Agreement at the earliest reasonable opportunity subject to approval by the RTO Product Development Group of an Agreed Project Proposal for that Critical TTL Roadmap Project in accordance with paragraph 7.5;

6.2.2 the Supplier may implement each Supplier Roadmap Project at any time and without the provision of a Project Proposal in accordance with paragraph 7 provided that:

(a) no financial or other contribution is required from TTL; and

(b) the Supplier Roadmap Project will have no adverse impact on the delivery of applicable Critical TTL Roadmap Projects and Joint Roadmap Projects or this Agreement (including the operation of the RTO System); and

6.2.3 the Parties shall agree an approach to the prioritisation of Joint Roadmap Projects in accordance with paragraph 1.2 and taking into account the following factors:

(a) operational benefits;

(b) commercial exploitation opportunity;

(c) time criticality;

(d) return on investment;

(e) cost;

(f) investment availability; and

(g) resource availability.

7. PROJECT PROPOSALS

7.1 The RTO Product Development Group may authorise the initiation of any Contractual Roadmap Project, Critical TTL Roadmap Project, Joint Roadmap Project or Potential Innovation Project by doing so in writing, in which case the Supplier shall within ten (10) Working Days (or such other period as the Parties may agree in writing) following such authorisation provide the RTO Product Development Group with a Project Proposal.

7.2 The Supplier shall ensure that each Project Proposal is substantially in the form set out in Appendix 4 and contains the following information (to the extent applicable):

7.2.1 the objectives of the relevant Contractual Roadmap Project, Critical TTL Roadmap Project, Joint Roadmap Project or Potential Innovation Project and benefits (including benefits to TTL);

7.2.2 the applicable development methodology (e.g. Agile Methodology or waterfall);

7.2.3 the proposed Project Plan (including proposed Project Milestones, Milestone Dates and Milestone Achievement Criteria) and progress reporting requirements;

7.2.4 the proposed Test Plan;

7.2.5 the proposed technical solution;

7.2.6 the proposed basis on which the development and implementation of the relevant Contractual Roadmap Project, Critical TTL Roadmap Project, Joint Roadmap Project or Potential Innovation Project will be funded and charged with reference to Schedule 7.1 (Charges and Invoicing) and paragraph 9 in respect of the Innovation and Change Fund;

7.2.7 any proposed dependencies on TTL or TTL responsibilities;

7.2.8 any key assumptions (including any cost assumptions) and anticipated risks (including to TTL and/or TfL);

7.2.9 details of the impact of the relevant Contractual Roadmap Project, Critical TTL Roadmap Project, Joint Roadmap Project or Potential Innovation Project on the Supplier's ability to perform its obligations under this Agreement and TTL's receipt of the Services, and (where known) on the services provided to TTL or TfL by the Other SITS Suppliers;

7.2.10 any proposed Contract Change required as a consequence of the implementation of the relevant Contractual Roadmap Project, Critical TTL Roadmap Project, Joint Roadmap Project or Potential Innovation Project including in relation to (where applicable) the TTL Requirements, the Supplier Solution, the Charges and the Performance Levels, provided that such Contract Changes shall, once agreed, be given effect by the Parties using the Change Control Procedure.

7.3 The Supplier shall promptly update the Project Proposal and provide such further information as the RTO Product Development Group may reasonably require so that the RTO Product Development Group can properly assess the Project Proposal.

7.4 The RTO Product Development Group shall use its reasonable endeavours to agree each Project Proposal as soon as is practicable.

7.5 Subject to paragraph 3.2, neither Party shall become contractually committed in respect of any Contractual Roadmap Project, Critical TTL Roadmap Project, Joint Roadmap Project or Potential Innovation Project unless and until such time as the Project Proposal for that Contractual Roadmap Project, Critical TTL Roadmap Project, Joint Roadmap Project or Potential Innovation Project has been agreed by the RTO Product Development Group in writing (such agreed Project Proposal being the "**Agreed Project Proposal**").

7.6 Any changes to any Agreed Project Proposal proposed by either Party shall only become effective once the changes have been agreed in writing by the RTO Product Development Group.

7.7 The Parties shall provide reasonable support to each other's respective business case development and approval activity for each Project Proposal.

8. CONTRACTUAL ROADMAP PROJECTS

8.1 At the Effective Date initial outline Project Proposals for the Contractual Roadmap Projects are set out at Appendix 2 (which shall be updated by the Parties in accordance with paragraph 1.2)

8.2 The Supplier shall prepare a detailed Project Proposal for each Contractual Roadmap Project for approval by the RTO Product Development Group in accordance with paragraph 7.2 and by the dates determined by the RTO Product Development Group.

9. INNOVATION AND CHANGE FUND

Purpose

9.1 The purpose of the Innovation and Change Fund is to provide for a fast-track process for TTL to secure funding during the Term for:

9.1.1 the delivery of Innovation Projects;

9.1.2 the implementation of small-scale RTO System changes; and

9.1.3 at TTL's absolute discretion, the delivery of selected elements of Roadmap Projects.

9.2 An Innovation Project must facilitate innovation in relation to the RTO System, which may include (without limit):

9.2.1 identifying new Potential Roadmap Projects;

9.2.2 testing the concepts and proposed benefits included in previously identified Potential Roadmap Projects; and

9.2.3 reducing the risk associated with the implementation of previously identified Potential Roadmap Projects.

9.3 Where it is proposed to fund small-scale RTO System changes from the Innovation and Change Fund, the Change Control Procedure must be used to agree the change. However, use of the fund for such changes must be approved by the RTO Product Development Group.

9.4 The Innovation and Change Fund:

9.4.1 is a fixed amount and may only be increased if approved by TTL and the definition of Innovation and Change Fund is updated by the Parties using the Change Control Procedure; and

9.4.2 does not mean that the relevant Potential Innovation Project, small-scale RTO System change or selected Roadmap Project element will be automatically approved (their approval being subject to the relevant provisions of this Agreement).

Management

9.5 The Parties shall agree the details relating to the management of the Innovation and Change Fund in accordance with paragraph 1.2 and taking into account the following factors:

9.5.1 annual caps;

9.5.2 responsibility for management of the Innovation and Change Fund;

9.5.3 reporting requirements;

9.5.4 existence of an equivalent Supplier fund; and

9.5.5 expectations regarding joint funding of Potential Innovation Projects.

10. COSTS

Except to the extent provided in Agreed Project Proposals, each Party shall be responsible for its own costs (including those of its related third parties) incurred in complying with its obligations under this Schedule including in relation to the proposal, negotiation, finalisation and delivery of Roadmap Projects and Innovation Projects.

APPENDIX 1 – OUTLINE PRODUCT ROADMAP

REDACTED

APPENDIX 2 – CONTRACTUAL ROADMAP PROJECTS

****REDACTED****

APPENDIX 3 – PRODUCT ROADMAP CHANGE FORM

To be developed by the Parties in accordance with paragraph 1.2.

APPENDIX 4 – PROJECT PROPOSAL FORM

To be developed by the Parties in accordance with paragraph 1.2.