Schedule 8.5 - Lot 2

Exit Management

Version 5.0

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CHANGE HISTORY

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1 Definitions

1.1 In construing this Schedule 8.5 (Exit Management), unless otherwise expressly specified in this Schedule terms defined and used in Schedule 1 (Definitions) will have the same meaning in this Schedule.

2 Register and Configuration Database

2.1 The Supplier shall by no later than six (6) months after the Effective Date create and maintain an accurate and complete:

(a) register (to be accessible electronically by the Authority's nominees) which shall include details of any Assets, (including any Assets which are Intellectual Property Rights) including details of:

(i) make, model and Asset identification number (if any);

(ii) ownership and status as either Transferable Assets, Commercial Use Assets or Non-transferable Assets;

(iii) Net Book Value;

(iv) Condition, maintenance history and physical location including which those assets relate to;

(v) use (including technical specifications); and

(vi) Sub-contracts and any other relevant agreements (including relevant software licences, maintenance and support agreements and equipment

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rental and lease agreements) which the Supplier requires for the performance of the Services which shall include details of the following:

(aa) a description of the Sub-contract and type (licence, Software licence, Third Party Software licence, other agreement such as lease for Asset), date and term and any option periods;

(bb) the identity of the Sub-Contractor and all other contracting parties;

(cc) key terms of the Contracts (including charges, termination, assignment and novation);

(dd) whether the Sub-contractor is designated as Key Sub-Contractor; and

(ee) whether the Sub-contract is a Transferable Contract or a non-Transferable Contract,

("**Register**"); and

(b) configuration database (to be accessible electronically by the Authority's nominees) detailing:

(i) the Supplier's and all Key Sub-contractor's technical infrastructure and operating procedures; and

(ii) the Supplier’s and all Key Sub-contractor's information, communications and technology infrastructure (including all hardware, software and systems architecture and any Service Component Interface Control Documents and API's) in full (and in sufficient detail to enable any relevant Service

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Components elected by the Authority to be transferred in full to the Authority and/or the Replacement Supplier),

through which the Supplier provides the Services, in sufficient detail to enable the Authority and/or the Replacement Supplier to:

(iii) acquire technical understanding of how the Supplier and each such Sub-contractor provides the Services;

(iv) perform the Services;

(v) enable the smooth transition of the Services with the minimum of disruption to the Authority or Replacement Supplier,

(the "**Configuration Database**").

2.2 The Supplier shall ensure that the format of the Register and Configuration Database are detailed in the Exit Plan and shall maintain such format (or other formats as may be approved by the Authority) throughout the Term.

2.3 The Supplier shall ensure that the Register and Configuration Database are regularly and promptly updated throughout the Term as Assets, Sub-contractors, Sub-contracts or other relevant agreements are added to or removed, changed or amended in accordance with this Agreement.

2.4 The Supplier shall:

(a) ensure that all Exclusive Assets which are tangible assets are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement; and

(b) (unless otherwise agreed by the Authority in writing) procure that all licences for Third Party Software and all Sub-contracts shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Replacement Suppliers upon the Supplier ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

2.5 Where the Supplier is unable to procure that any Sub-contract or other agreement referred to in Paragraph 2.4(b) which the Supplier proposes to enter into after the Effective Date is assignable and/or capable of novation to the Authority (and/or its nominees) and/or any Replacement Suppliers without restriction or payment, the Supplier shall promptly notify the Authority of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Supplier seeking an alternative Sub-contractor or provider of goods or services to which the relevant agreement relates.

2.6 The Supplier shall ensure that each Service Component contains any necessary functional elements to deliver the Services against which it is designated by the Supplier (as set out in Annexes 2 and 3) in full, and that all Service Components together provide all of the functionality required under this Agreement. The Supplier shall further ensure that each

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Service Component (in whole and in part) utilises current latest versions (in accordance with Good Industry Practice) of software, libraries, specification or other technical bases and shall ensure that each Service Component has a usable life (including considerations of ongoing support and maintenance) of 15 years from the commencement of Transition. The Authority shall not unreasonably withhold its consent to the use by the Supplier of any Service Component (or part thereof) which fails to achieve such a usable life but which the Supplier can demonstrate to the Authority's reasonable satisfaction is in line with Good Industry Practice at the time it is proposed for use in (or as) the relevant Service Component and/or otherwise unlikely to affect the continuity of Services at and immediately following the end of the Term.

2.7 The Authority shall have the option, exercisable at its sole discretion by written notice to the Supplier at any time, to purchase any Service Component (or part thereof) listed in Annex 2 or Annex 3 at the capped price set out in Table 9 of Annex 1 in Schedule 7.1. The relevant Charges for the Service Components elected to be purchased by the Authority shall be payable by the Authority pursuant to Paragraph 8.4. The Authority shall be entitled to revoke its notice electing to purchase any Service Components at any time by three (3) months from the service of a Termination Assistance Notice, or the termination or expiry of the Agreement, whichever is earlier.

3 Exit Manager

3.1 Within three (3) months after the Effective Date, each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party (an "**Exit Manager**") . 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.

3.2 The Supplier shall ensure that its employees, agents and Sub-contractors agree to comply with this Schedule as though each of them is a party to it.

3.3 The Supplier shall ensure that it allocates and acquires sufficient resources to enable it to comply with the requirements set out in this Schedule.

3.4 The Parties' Exit Managers will liaise with each another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each Party's compliance with it.

4 Obligations to assist on re-tendering Services including Exit Information

4.1 On the reasonable written notice of the Authority to the Supplier any time during the Term (such notice being not less than ninety (90) days), the Supplier shall provide to the Authority and/or the Authorities nominated potential Replacement Suppliers (subject to the nominated potential Replacement Suppliers entering into reasonable written confidentiality undertakings with the Supplier in such form to be specified and approved by the Authority in its sole discretion), the following material and information (in such form to be specified by the Authority) for the purpose of facilitating the Authority to prepare for or to re-tender or re-procure any or all of the Services including in particular any Service Components (or preparing to do so, including by way of an invitation to tender) or to facilitate the nominated

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Replacement Suppliers or potential Replacement Suppliers undertaking their own due diligence in respect of the Services including in particular any Service Components:

(a) details of the Service(s);

(b) an up to date, complete and accurate copy of the Register and Configuration Database;

(c) an inventory of all Authority Data in the Supplier's possession or control;

(d) details of all Key Sub-contractors and their Sub-contracts and any Software licences, Third Party Software licences and other agreements used by the Supplier or Key Sub-contractors in the performance of the Services and the key terms (including charges, termination, assignment and novation) of those;

(e) details of any on-going and/or threatened disputes involving the Supplier or any Sub-contractor in relation to the provision of the Services;

(f) design documentation (including any Service Component Interface Control Documents or APIs as required to support transition of any one of the individual Service Components);

(g) to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Agreement; and

(h) such other material and information as the Authority shall reasonably request,

(collectively and together with the information set out in Paragraph 4.2, the "**Exit Information**").

4.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to any actual or prospective Replacement Suppliers or any third party whom the Authority is considering engaging as a supplier to the extent that such disclosure is necessary to the Authority's engagement or potential engagement of such third parties (save that the Authority may not under this Paragraph 4.2 disclose any Supplier Confidential Information which discloses the Supplier's or its Sub-contractors' prices or costs unless such disclosure is otherwise expressly permitted under this Agreement).

4.3 The Supplier shall:

(a) notify the Authority within five (5) Working Days before any material change to the Exit Information which may or be likely to adversely impact upon any potential transfer of any Services to the Authority or any Replacement Supplier or the continuance of any Services and shall consult with the Authority regarding such

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proposed material changes and take into consideration the Authority's comments in implementing such material change; and

(b) provide the Authority as soon as reasonably practicable (and in any event within ten (10) Working Days after any written request from the Authority) with accurate and complete copies of the Exit Information.

4.4 The Supplier may charge the Authority for the Supplier's reasonable direct costs for supplying the Authority with any updated Exit Information in responding to a request of the Authority where such request is made more than four times in any twelve (12) month period during the Term.

4.5 In supplying any Exit Information, the Supplier shall ensure that it is accurate and complete in all material respects and of sufficient detail as would be reasonably necessary to enable the Authority to perform the Services or for a Replacement Supplier to prepare an informed offer for those Services and not be or not be likely to be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate) as a result of the Exit Information.

5 Draft Exit Plan

5.1 Within six (6) months after the Effective Date, the Supplier shall deliver to the Authority in writing a proposed Exit Plan ("**Draft Exit Plan**") which:

(a) sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Authority and/or its Replacement Supplier on the expiry or termination of this Agreement;

(b) details and explains any material variances between the Draft Exit Plan and the Exit Plan set out in Annex 4 (Preliminary Exit Plan) to this Schedule;

(c) complies with the requirements set out in Paragraph 5.4;

(d) addresses each of the issues set out in Annex 1 and ensure that there is no disruption in the supply of the Services and no deterioration in the quality of the Services; and

(e) is otherwise reasonably satisfactory to the Authority.

5.2 The Parties shall use reasonable endeavours to agree the contents of the Draft Exit Plan. If the Parties are unable to agree the contents of the Draft Exit Plan within twenty (20) Working

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Days after the date that is three (3) months after the Effective Date, then the matter shall be deemed a Dispute and resolved in accordance with the Dispute Resolution Procedure.

5.3 Where:

(a) in the Authority's opinion (acting reasonably), the Authority is not the cause of a material variance between the Draft Exit Plan and the preliminary Exit Plan set out in Annex 4; and

(b) such material variance, if agreed by the Authority would result or would likely to result in an increase in Charges payable by the Authority under this Agreement,

then the Authority has the right to reject the whole or part of the Draft Exit Plan and the matter shall be managed in accordance with the Change Control Procedure as a Contract Change.

5.4 The Draft Exit Plan shall set out, as a minimum:

(a) the format for and how the Exit Information is obtained and maintained;

(b) 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 the Authority shall require to enable the Authority, any Replacement Supplier or its Sub-contractors to provide the Services;

(c) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;

(d) the management structure to be employed during the Termination Assistance Period;

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

(f) how the Services or individual Service Components elected to be transferred by the Authority pursuant to Paragraph 2.7 will transfer to any Replacement Suppliers or the Authority, including details of the processes, documentation, data transfer, systems migration, Interface Control Documents or applicable APIs, security and the

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segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);

(g) the scope of the Termination Services that may be required by the Authority (including such of the services set out in Annex 1 as are applicable);

(h) a timetable and critical issues for providing the Termination Services and the period which it is anticipated the Termination Services will be required;

(i) the charges (if any) payable for the provision of the Termination Services together with the capped estimate of such charges pursuant to Schedule 7.1 (Charges and Invoicing) or Schedule 7.2 (Payments on Termination);

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

(k) procedures to deal with requests made by the Authority and/or any Replacement Suppliers for Staffing Information pursuant to Schedule 9.1 (Staff Transfer) and the Supplier's proposed approach and procedures in respect of managing Transferring Supplier Employees in accordance with Schedule 9.1 (Staff Transfer); and

(l) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Suppliers or the Authority with the aim of ensuring that there is no disruption to the Authority or degradation of the Services during the Termination Assistance Period.

5.5 The Parties acknowledge that the transfer or migration of the Services from the Supplier to the Authority or any Replacement Suppliers may be phased at the request of the Authority, such that certain of the Services are handed over before others.

5.6 Where the Parties have agreed the contents of the Draft Exit Plan, the Draft Exit Plan shall be known as the "**Current Exit Plan**".

6 Finalisation of the Exit Plan

6.1 Within twenty (20) Working Days after service of a Termination Notice by either Party or if earlier by no later than six (6) months prior to the expiry of this Agreement, the Supplier will submit for the Authority's approval of the Current Exit Plan in a final form suitable for immediate implementation.

6.2 The final form of the Current Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the last Current Exit Plan was last agreed.

6.3 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the Authority then such matter will be deemed a Dispute and shall be resolved in accordance with the Dispute Resolution Procedure.

6.4 Until the agreement of the final form of the Exit Plan, the Supplier shall provide the

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Termination Services in accordance with the principles set out in this Schedule and the Current Exit Plan (insofar as relevant).

6.5 The Supplier shall review and (if appropriate or if requested by the Authority) update the Current Exit Plan on a basis consistent with the principles set out in this Schedule by no later than the end of the first month of each Contract Year (commencing with the second Contract Year) to reflect any changes in the Services that have occurred since the Current Exit Plan was last agreed.

6.6 Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within twenty (20) Working Days following submission of the revised Current Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Current Exit Plan. If the Parties are unable to agree the contents of the revised Current Exit Plan within that twenty (20) Working Day period, such matter shall be deemed a Dispute and shall be resolved in accordance with the Dispute Resolution Procedure.

7 Termination Services

Notification of Requirements for Termination Services

7.1 The Authority 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"**) at least four (4) months prior to the date of termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than one (1) month before such date) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

(a) the date from which Termination Services are required;

(b) the nature and extent of the Termination Services required; and

(c) the period during which it is anticipated that Termination Services will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the Services (or the last of the Services if terminating this Agreement) (the "**Termination Assistance Period**").

7.2 The Authority shall have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that the Authority 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. The Authority shall have the right to terminate its requirement for any or all of the Termination Services at any time during the Transition Assistance Period by serving not less than twenty (20) Working Days' written notice upon the Supplier to such effect and the Supplier shall comply with such notice.

7.3 The Supplier shall supply Termination Services in good faith and in accordance with Good

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Termination Assistance Period

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

(a) continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 7.1, provide the Termination Services;

(b) in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority 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 Authority and/or its Replacement Supplier;

(c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 7.4(b) without additional costs to the Authority;

(d) provide the Services and the Termination Services at no detriment to the Minimum Service Thresholds, save to the extent that the Parties agree otherwise in accordance with Paragraph 7.6;

(e) provide all reasonable assistance to the Authority and/or its nominated Replacement Suppliers to enable it or them to determine which Transferable Assets and Transferable Contracts are or may be likely to be required to provide the Services or Replacement Services; and

(f) at the Authority's request and on reasonable notice and within the timescales specified in such notice, deliver an up-to-date Register and Configuration Database to the Authority.

7.5 Without prejudice to the Supplier's obligations under Paragraph 7.4(c), if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 7.4(b) without additional costs to the Authority, 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.

7.6 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services 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 Minimum Service Thresholds, the Authority may approve (in its sole discretion) the variation of relevant Minimum Service Thresholds or the applicable Service Credits to take account of such adverse effect however the Authority is not under any obligation to do so.

Termination Obligations

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

7.8 Without prejudice to Paragraph 7.7, upon the date that is the later of the date of termination or expiry (as the case may be) or the end of the Termination Assistance Period (or such earlier

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date if requested by the Authority and where this does not adversely affect the Supplier's performance of the Services and the Supplier's compliance with the other provisions of this Schedule), the Supplier shall:

(a) cease to use the Authority Data;

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

(c) 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 Authority Data and promptly certify to the Authority that it has completed such deletion;

(d) return to the Authority such of the following as is in the Supplier's possession or control:

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

(ii) all materials created by or on behalf of the Supplier pursuant to this Agreement in which the IPRs are owned by or vested in the Authority under this Agreement;

(iii) any parts of the IT Environment and any other equipment or assets which belongs to the Authority; and

(iv) any items that have been on-charged to the Authority, such as consumables; and

(e) vacate any premises owned by or supplied by the Authority premises which the Supplier occupies.

7.9 For the duration of the Termination Assistance Period, the Supplier shall provide the Authority and any nominated Replacement Suppliers with access during the Authority's Business Hours as each may require to:

(a) such information relating to the Services as remains in the possession or control of the Supplier or each Key Sub-contractor; and

(b) such members of the Supplier Personnel or personnel of the Key Sub-contractors as have been involved in the design, development and provision of the Services and who are still employed by the Supplier or such Key Sub-contractor,

provided that the Authority or the Replacement Suppliers pay the reasonable direct costs of the Supplier or such Key Sub-contractor which are actually incurred in responding to their requests for information under this Paragraph 7.9(b) and agree to reasonable confidentiality undertakings.

7.10 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services

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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 providing or receiving any Services or Termination Services or for statutory compliance purposes.

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

8 Assets, Sub-contracts and Software

Following notice of termination of this Agreement and during the Termination Assistance Period, the following shall apply.

8.1 The Supplier shall not, without the Authority's prior written consent:

(a) terminate, enter into or vary any Sub-contract;

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

(c) terminate, enter into or vary any licence for software in connection with the Services.

8.2 Within twenty (20) Working Days after receipt of the up-to-date Register and Configuration Database provided by the Supplier pursuant to Paragraph 7.4(e), the Authority shall provide written notice to the Supplier setting out:

(a) which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority or any Replacement Suppliers (**"Transferring Assets"**);

(b) which, if any, of the Non-transferable Assets and Commercial Use Assets the Authority (or the Authority's nominated Replacement Suppliers) requires the continued use of following termination and the period of such use; and

(c) which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority or to its nominated Replacement Suppliers (the **"Transferring Contracts"**),

for the purpose of the Authority or its Replacement Suppliers to provide the Services from or before the expiry of the Termination Assistance Period.

8.3 Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets, Transferable Contracts, Commercial Use Assets and Non-transferable Assets the Authority and/or its nominated Replacement Suppliers requires or may require to provide the Services or Replacement Services.

8.4 With effect from the expiry of the Termination Assistance Period, the Supplier shall transfer, with full title guarantee and free from all encumbrances, all Transferring Assets to the Authority or to its nominated Replacement Suppliers for a consideration equal to the Net Book Value of

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each Transferring Asset, except that where:

(a) the cost of the Transferring Asset has been partially or fully paid for through the Charges (including any Charges for the performance of the Services which take account of the cost of the Supplier providing such Transferring Asset) at the time of expiry or termination of this Agreement, and such payment has not been fully accounted for by the Depreciation Policy, the Authority shall pay to the Supplier the Net Book Value of the Transferring Asset, less the amount already paid through the Charges (for the avoidance of doubt, excluding consideration of Service Credits or other liquidated damages); and

(b) a Termination Payment is payable by the Authority to the Supplier, in which case payment for such Assets (at the values detailed in Schedule 7.1 Table 9 of Annex 1) shall be included within the Termination Payment.

8.5 The Supplier warrants that, at the time of transfer pursuant to Paragraph 8.4 each Transferring Asset shall be in the same or better condition than it was in at the time of the last such inspection (fair wear excepted in the case of tangible assets and the effluxion of time excepted in the case of others).

8.6 Risk in the Transferring Assets shall pass to the Authority (or the Replacement Suppliers as the case may be) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Suppliers (as the case may be) on payment by the Authority or the Replacement Suppliers (on the Authority's behalf) for the same. Possession of all Transferable Assets to which title passes under Paragraph 8.4 shall be delivered in the manner reasonably specified by the Authority.

8.7 For any Commercial Use Assets and/or Non-transferable Assets the subject of the Authority's notice given under Paragraph 8.2(b), which the Authority requires for itself or for any Replacement Suppliers to have continued use of following termination or expiry of this Agreement, the Supplier shall as soon as reasonably practicable:

(a) in the case of Commercial Use Assets, provide the Authority with any information the Authority may require in order to procure replacements for such Commercial Use Assets, including manufacturer and model details, configuration information, installation information and maintenance information (as applicable); and

(b) in the case of Non-Transferable Assets procure a non-exclusive, perpetual, non-terminable, transferable, sub-licensable, assignable royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority or the Replacement Suppliers to use such Assets; or failing which:

(c) procure a suitable (to be determined in the Authority's sole discretion) alternative to such Assets and the Authority shall ensure that it or the Replacement Suppliers shall bear the reasonable proven direct costs of the Supplier of procuring such alternative.

8.8 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority or the Replacement Suppliers of the Transferring Contracts. The Supplier shall at its own cost promptly execute such documents and do all such further acts and things as are reasonably required and provide such other assistance as the Authority reasonably requires to give full effect to the rights given and the transactions contemplated by this Agreement, including, without limitation, to effect such novation or assignment and to transfer the full

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benefit to the Authority or its Replacement Suppliers of the Transferring Contracts and Transferring Assets and the vesting of the Intellectual Property Rights in the Authority in as contemplated by this Schedule and the Agreement such that:

(a) the third party is obliged to provide to the Authority (or the Authority's nominee as applicable) supplies equivalent to those provided under that Transferring Contract on identical terms; and

(b) no sum is payable by the party in whose favour the relevant contract is novated in respect of such novation.

8.9 The Authority shall:

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

(b) once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Suppliers, 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 Suppliers does the same.

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

8.11 The Supplier shall deliver to the Authority or the Replacement Supplier all documentation, manuals and other technical information relating to the Transferring Assets and Transferring Contracts on request by the Authority.

8.12 The Supplier shall indemnify the Authority (and/or the Replacement Suppliers, 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 the Authority (or any Replacement Suppliers) pursuant to Paragraph 8.8 in relation to any matters arising prior to the date of such assignment or novation of such Sub-contract .

9 Supplier Personnel

9.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 9.1 (Staff Transfer) shall apply.

9.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any Supplier or Sub-contractor employees engaged in the provision of the Services from transferring their employment to the Authority or the Replacement Suppliers.

9.3 During the Termination Assistance Period, the Supplier shall give the Authority or the Replacement Suppliers reasonable access to the Supplier's Personnel to present the case for

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transferring their employment to the Authority or the Replacement Suppliers.

9.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Suppliers 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.

9.5 The Supplier shall not for a period of twelve (12) months after the date of transfer of the Services to the Authority or any Replacement Suppliers or, if later, after the date of the end of the Termination Assistance Period re-employ or re-engage or entice any Supplier employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority or the Replacement Suppliers pursuant to Schedule 9.1 (Staff Transfer).

10 Charges

10.1 If the Authority serves a Termination Assistance Notice in accordance with Paragraph 7.1, the Authority shall pay the Charges to the Supplier in respect of the Termination Services in accordance with the Day Rates for staff set out in Schedule 7.1 (Charges and Invoicing), but shall not be required to pay any Charges in excess of the Exit Charges Cap. Where:

(a) the Termination Services are requested for a shorter period than the Termination Assistance Period, the Exit Charges Cap shall be reduced pro-rata to the actual number of days for which the Termination Services are to be performed; and

(b) otherwise, the Authority requires a change to the scope or timing of the Termination Services and this results in a change (either decrease or increase) to the costs of such Termination Services, the capped estimate may be varied by the Parties in accordance with the Change Control Procedure.

10.2 For the purpose of calculating the Charges of providing the Termination Services for inclusion in the Draft Exit Plan or, if no Current Exit Plan has been agreed, the Charges for providing Termination Services shall be determined by reference to the Day Rates for staff set out in Schedule 7.1 (Charges and Invoicing).

10.3 Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the Services or any Termination Services provided by the Supplier pursuant to, and the Authority 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.

11 Apportionments

11.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier or (as nominated by the Authority) the Replacement Suppliers and the Supplier (as applicable) as follows:

(a) the amounts shall be annualised and divided by 365 to reach a daily rate;

(b) the Authority shall be responsible for (or shall procure that the Replacement Suppliers

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shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

(c) the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

11.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Suppliers shall pay) any monies due under Paragraph 11.1 as soon as reasonably practicable.

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Annex 1: Scope of the Termination Services

1.1 The Termination Services to be provided by the Supplier shall include (without limitation) such of the following services as the Authority may specify:

(a) ceasing all non-critical Software changes (except where agreed in writing with the Authority);

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

(c) 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 Authority or the Replacement Suppliers after the end of the Termination Assistance Period;

(d) delivering to the Authority in respect of the IT Environment any existing systems 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);

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

(f) 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;

(g) providing the Authority with any problem logs which have not previously been provided to the Authority;

(h) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during the Termination Assistance Period;

(i) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;

(j) reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Suppliers;

(k) making available to the Authority and/or the Replacement Suppliers expertise to analyse training requirements and provide all necessary training for the use of tools

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by such staff or Replacement Suppliers staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;

(l) assisting in establishing naming conventions for any new production sites (if applicable) related to the IT Environment;

(m) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas in respect of any of the Assets or the IT Environment;

(n) generating a computer listing of the Source Code for such of the Software (if any) which is nominated by the Authority to be provided in such form and on such media reasonably requested by the Authority;

(o) agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;

(p) delivering electronic copies of all databases and configuration details (if any) in respect of the IT Environment or Assets in such form as specified by the Authority (with content listings) to the Authority's and/or the Replacement Suppliers' operations staff (on appropriate media as reasonably requested by the Authority);

(q) assisting with the loading, testing and implementation of the production databases and any associated configuration in respect of the IT Environment or Assets specified by the Authority;

(r) assisting in the execution of a parallel operation with such Replacement Suppliers or the Authority until the date of expiry or termination of this Agreement or, if later, the end of the Termination Services;

(s) in respect of the maintenance and support of the Supplier's systems relating to the supply of Services and the IT Environment, providing historical performance data for the entire Term;

(t) assisting in the execution of a parallel operation with such Replacement Suppliers or the Authority of the maintenance and support of the Supplier's systems relating to the supply of Services and the IT Environment until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these

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Services shall end on a date no later than the end of the Termination Assistance Period);

(u) providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;

(v) answering all reasonable questions from the Authority or the Replacement Suppliers regarding the Services;

(w) agreeing with the Authority or the Replacement Suppliers a plan for the migration of the Authority Data to the Authority or the Replacement Suppliers and executing such agreed plan;

(x) providing access to the Authority or the Replacement Suppliers during the Termination Assistance Period and for a period not exceeding twelve (12) months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier:

(i) to information and documentation relating to the Transferring Services 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

(ii) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors for the purpose of the obligations set out in this Annex; and

(y) knowledge transfer services, including:

(i) transferring all training material and providing such training to those Authority or Replacement Suppliers staff responsible for internal training in connection with the provision of the Services as may be reasonably requested by the Authority;

(ii) providing for transfer to the Authority or the Replacement Suppliers of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and

(iii) providing the Supplier or the Replacement Suppliers with access (for meetings or discussions) to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development,

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provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors.

1.2 The Supplier shall:

(a) provide a documented plan relating to the training matters referred to in Paragraph 1.1(k) of this Annex 1 for agreement by the Authority at the time of termination or expiry of this Agreement;

(b) co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1(o) of this Annex 1, providing skills and expertise of a suitable standard; and

(c) fully co-operate in the execution of any Authority database migration plan agreed pursuant to Paragraph 1.1(w) of this Annex 1, providing skills and expertise of a reasonably acceptable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Authority or its Replacement Suppliers, the Supplier 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 Authority or the Replacement Suppliers.

1.4 The information which the Supplier shall provide to the Authority or the Replacement Supplier pursuant to Paragraph 1.1(y) of this Annex 1 shall include:

(a) copies of up-to-date procedures and operations manuals;

(b) copies of any materials relevant to any live projects related to the Services;

(c) Asset and Services information;

(d) agreements with third party suppliers of goods and services which are to be transferred to the Authority or the Replacement Suppliers (including Transferring Assets and Transferring Contracts);

(e) key support contact details for third party supplier personnel under Sub-contracts which are to be assigned or novated to the Authority pursuant to this Schedule;

(f) information regarding any unresolved faults in respect of the IT Environment or the Services 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;

(g) details of physical and logical security processes and tools which will be available to the Authority; and

(h) any relevant interface information between the Supplier and the Other ESN Suppliers and the Authority.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Suppliers or the Authority access, during the Supplier's business hours and upon reasonable prior written

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notice, to any Assets managed by or on behalf of the Supplier for the purpose of this Agreement or the purpose of effecting a prompt knowledge transfer provided that:

(a) any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 1.5 shall:

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

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

(b) the Authority or the Replacement Suppliers shall pay the reasonable, proven and proper direct costs of the Supplier incurred in facilitating such access.

1.6 For the purposes of preparation and successful transfer of services, the Authority has defined the scope of Termination Services as above in this Annex 1. The Supplier will undertake these services in accordance with the agreed scope and timelines and in accordance with this Schedule 8.5 (Exit Management). The Supplier acknowledges that Termination Services will be chargeable in accordance with Schedule 7.1 and based on the Termination Services scope in this Schedule 8.5, provides indicative charges for Termination Services within the Financial Model. Figure 1 below presents a visual representation of the Termination Services as detailed above in this Annex 1 to Schedule 8.5 (Exit Management). The red items are Additional Termination Services available from Motorola that fall outside of the scope of Schedule 8.5 that are available to the Authority but not included in the Financial Model. All Termination Services will be delivered in accordance with the Supplier's Exit Management methodology.

The Supplier has assessed the Termination Services defined by the Authority and can confirm that these Services are applicable to both Exit Types; Ordinary and Emergency and also both

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Exit Scenarios; Wholesale and Partial Replacement. Termination Services will be provided upon the acceptance of a Termination Assistance Notice.

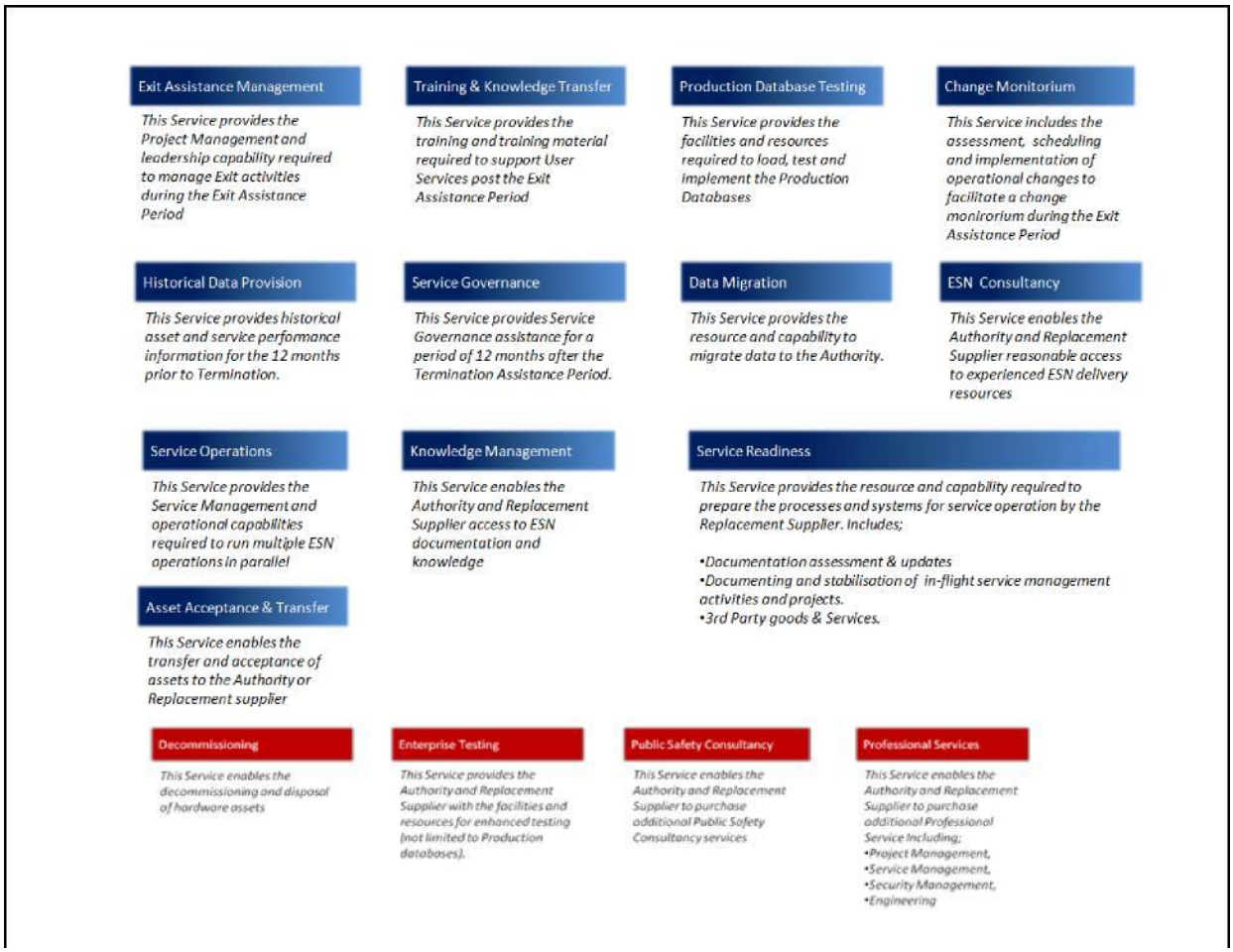

Figure 1 - Termination Services and Additional Termination Services

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