

FIRST AMENDMENT to MASTER SERVICES AGREEMENT

I. GENERAL INFORMATION

This First Amendment ("Amendment") to the Master Services Agreement is effective as of the date of the last signature, by and between **NAVEX Global UK Limited**, registered in the United Kingdom with company registration number 12011655, having its principal place of business located at Vantage West – 4th floor, Great West Road, Brentford TW8 9AG, United Kingdom ("NAVEX"), and **Transport for London** ("Customer") (collectively "Parties").

II. RECITALS

WHEREAS, NAVEX and Customer entered into a Master Services Agreement dated April 28, 2021, as amended ("Agreement"), wherein NAVEX agreed to provide certain Services in accordance with the Agreement.

WHEREAS, it is the mutual intent of the Parties to amend the Agreement to renew the Hotline and Incident Management Services provided thereunder for an additional one (1) year Term.

NOW, THEREFORE, in consideration of the agreements, covenants, terms and conditions herein contained and other consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

III. AGREEMENT

1. Customer has requested, and NAVEX has agreed, to renew the Hotline and Incident Management Services provided under the Agreement for an additional one (1) year term (the "Hotline and Incident Management Renewal Term") at a 3% increase in Annual Fees per year. Upon the expiration of the Hotline and Incident Management Renewal Term, NAVEX may increase Annual Fees not more than once per year by providing sixty (60) days prior written notification of the increase.
2. The Hotline and Incident Management Renewal Term will begin on April 28, 2023 and end on April 27, 2024.
3. Annual Fees for the first year of the Hotline and Incident Management Renewal Term are [REDACTED] For avoidance of doubt, the Annual Fees are for the current services being renewed hereunder and increases in fees may result where the number of [employees/licenses/reports] ("Subscription Metrics") are increased during the "Hotline and Incident Management Renewal Term".
4. Customer is solely responsible for ensuring sufficient Subscription Metrics to accommodate its usage of the Hotline and Incident Management. Customer affirms that its current Subscription Metrics are accurate and commensurate with its use as of the date of this Amendment, and will notify NAVEX without undue delay of any increase of 10% or more of current Subscription Metrics.
5. The Annual Fees for the first year of the Hotline and Incident Management Renewal Term will be invoiced to Customer upon this Amendment's Effective Date and shall be due within thirty (30) days from the invoice's date.
6. All fees for subsequent years of the Hotline and Incident Management Renewal Term shall be invoiced to Customer at least thirty (30) days prior to the commencement of the respective year and Customer shall pay all fees due on or before the commencement of the respective year.
7. At the expiration of the Hotline and Incident Management Renewal Term, the annual Hotline and Incident Management Services under the Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term"). However, either party may elect to not renew by providing written notification to the other party at least thirty (30) days

prior to the start of a Renewal Term. All fees for any Renewal Term will be invoiced at least thirty (30) days prior to that renewal date and Customer shall remit payment to NAVEX on or before the commencement of that Renewal Term.

8. Notwithstanding the termination provisions in the Agreement, NAVEX reserves the right to make updates to or discontinue the Services in the event of Service unavailability, end of life, or changes to software requirements.
9. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties. The Parties may execute this Amendment by an exchange of faxed, emailed, or electronically signed copies hereof, which shall be binding.
10. Each person executing this Amendment on behalf of Customer and NAVEX, respectively, warrants his or her authority to do so.
11. All other terms and conditions of the Agreement shall remain in full force and effect.
12. All terms, unless otherwise defined herein, shall be given the meaning ascribed to them in the Agreement.

ACCEPTED BY Transport for London:

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____

ACCEPTED BY NAVEX Global, Inc.:

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____