DATED 27 JUNE 2018

(1) TRANSPORT TRADING LIMITED

(2) SIEMENS MOBILITY LIMITED

AGREEMENT FOR THE PROVISION AND COMMERCIAL EXPLOITATION OF A REAL TIME OPTIMISER SYSTEM (FORMING PART OF THE SITS PROGRAMME)

VOLUME 1 OF 2

VERSION CONTROL

VERSION	DATE	COMMENT
1.0	27 June 2018	Executed by the Parties

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THIS AGREEMENT is made on 27 June 2018

BETWEEN:

(1) **TRANSPORT TRADING LIMITED** a company registered in England and Wales under company number 03914810 whose registered office is at 55 Broadway, London SW1H 0BD ("**TTL**"); and

(2) **SIEMENS MOBILITY LIMITED** a company registered in England and Wales under company number 00016033 whose registered office is at Faraday House, Sir William Siemens Square, Frimley, Camberley GU16 8QD (the "**Supplier**")

(each a "**Party**" and together the "**Parties**").

WHEREAS:

(A) TTL is a wholly owned subsidiary of TfL and a trading vehicle for TfL. TfL is a functional body of the Greater London Authority and manages transport services across London.

(B) The SITS Programme is designed to address the challenge of increasing demand for London's road space and annual cost of delay to London's economy. It is intended to deliver a step change in TfL's ability to manage London's road space, smoothing traffic flow over a greater geographic area and providing improved customer information which will unlock latent capacity. This will reduce delay and improve journey time reliability, while reducing the likelihood of casualties and pollution by minimising stop-start driving conditions.

(C) TfL's current traffic signal control system comprises the Urban Traffic Control (UTC) system and Split Cycle Offset Optimisation Technique (SCOOT) traffic signal optimiser. The UTC system allows TfL's London Streets Traffic Control Centre (LSTCC) to monitor and deliver strategic control of the road network. The SCOOT system detects traffic-approaching junctions and minimises congestion through real time optimisation of the traffic signal timings.

(D) In connection with the SITS Programme TfL published, on 25 July 2016, a Prior Information Notice (PIN) for the purpose of conducting a market engagement exercise in relation to the potential procurement of a replacement UTC and SCOOT system and associated commercial partnering arrangement as described in the PIN.

(E) Based on the results of the market engagement exercise, TfL concluded that only three specific suppliers were able to meet TfL's requirements set out in the PIN and that it would use the negotiated procedure without prior publication under Regulation 32(2)(b)(ii) of the Public Contracts Regulations 2015 by holding a competition amongst those suppliers (which included the Supplier).

(F) The Supplier is a leading provider of traffic technology and intelligent traffic systems, technology and equipment and has experience in performing obligations equivalent to the Supplier's obligations set out in this Agreement.

(G) On the basis of the Supplier's response to the PIN and a subsequent tender process, TfL selected the Supplier to, in collaboration with TfL: (i) design, develop, test, implement and support a new real time optimiser system to replace TfL's current traffic signal control system in London; and (ii) further develop the real time optimiser system against a product roadmap and commercially exploit the system around the world. TfL and the Supplier intend to work together and each contribute to these activities, which from TfL's perspective includes the provision of its existing UTC software, its knowledge and expertise in managing a complex road network, London as a test site and 'shop window' for the new system, an association with the TfL brand and a financial contribution (in each case as described in this Agreement).

(E) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below.

IT IS AGREED as follows:

SECTION A – PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions).

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 reference to a gender includes the other gender and the neuter;

1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;

1.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any Laws as amended or repealed to deal with the UK's exit from the European Union;

1.2.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

1.2.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.2.7 the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;

1.2.8 unless otherwise expressly provided, references to Clauses and Schedules are references to the clauses and schedules of this Agreement and references in any Schedule to paragraphs, Parts and Appendices are, unless otherwise provided, references to the paragraphs, Parts and Appendices of the Schedule in which the references appear; and

1.2.9 references to this Agreement are references to this Agreement as amended from time to time in accordance with the Change Control Procedure.

1.3 Where a standard, policy or document is referred to in this Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify TTL and the Parties shall update this Agreement with a reference to the replacement hyperlink.

1.4 Any conflict between the relevant documents of this Agreement identified below shall (unless expressly stated otherwise in this Agreement) be resolved in accordance with the following order of precedence:

1.4.1 the Clauses and Schedule 1 (Definitions);

1.4.2 Schedules 2.1 (RTO System Requirements) and 2.2A (Performance Levels) and their Appendices, and the SITS Interface Catalogue;

1.4.3 any other Schedules (other than Schedule 4.1 (Supplier Solution)) excluding their Appendices;

1.4.4 any Supplier Documentation Approved by TTL which upon their creation are intended to supersede and replace any Appendices referenced at Clause 1.4.5;

1.4.5 any Appendices to any other Schedules;

1.4.6 any other Supplier Documentation Approved by TTL; and

1.4.7 Schedule 4.1 (Supplier Solution) and its Appendices.

1.5 In accordance with Clause 5.14 both TTL and TfL are entitled to benefit from the Supplier's performance of this Agreement. At the Effective Date TfL is not a party to this Agreement and is not entitled to enforce this Agreement as if it was a party to it. Any Losses suffered or incurred by TfL in connection with this Agreement arising from any Default by the Supplier shall be recoverable by TTL on TfL's behalf subject to and in accordance with Clause 24.11. For the avoidance of doubt, the Supplier shall have no further liability to TfL than if TfL was a Party to this Agreement.

1.6 At the Effective Date the Supplier Documentation appearing in the Appendices to Schedules 2.4 (Security Management), 2.6 (Responsible Procurement), 6.3 (Agile Software Development), 6.4 (Product Roadmap), 6.5 (Commercial Exploitation) and 8.6 (Business Continuity and Disaster Recovery) has been prepared by the Supplier and is operational in nature. As a consequence, at the Effective Date not all capitalised terms used in the relevant Supplier Documentation are defined in Schedule 1 (Definitions) or in Schedule 2.1 (RTO System Requirements). Accordingly, for the purpose of interpretation in respect of the Supplier Documentation referenced above and subject to Clause 1.4:

1.6.1 capitalised terms not defined in Schedule 1 (Definitions) or in Schedule 2.1 (RTO System Requirements) shall be construed in a reasonable and "common sense" manner having regard to the existing definitions in Schedule 1 (Definitions) and in Schedule 2.1 (RTO System Requirements), the relevant requirements set out in this Agreement and the nature of the relevant obligations; and

1.6.2 unless the context requires otherwise, un-capitalised terms used in the relevant Supplier Documentation shall have the same meaning as the equivalent defined term in Schedule 1 (Definitions) or in Schedule 2.1 (RTO System Requirements).

2. DUE DILIGENCE

Due Diligence by the Supplier

2.1 The Supplier acknowledges that:

2.1.1 TTL and/or TfL has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Agreement;

2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;

2.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with TTL and/or TfL before the Effective Date) of all relevant details relating to:

(a) the RTO System Requirements;

(b) the suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future TTL IT Environment;

(c) the operating standards, processes and procedures and the working methods of TTL and/or TfL (as applicable); and

(d) the ownership, functionality, capacity, condition and suitability for use in the performance of its obligations under this Agreement of the TTL Assets;

2.1.4 it has advised TTL in writing of:

(a) each aspect, if any, of the TTL IT Environment that is not suitable for the performance of its obligations under this Agreement;

(b) the actions needed to remedy each such unsuitable aspect; and

(c) a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Agreement, including the RTO System Requirements and/or the TTL Responsibilities as applicable; and

2.1.5 it has completed all due diligence it deems necessary prior to entering into this Agreement.

2.2 The Supplier shall not be excused from the performance of any of its obligations under this Agreement, nor shall the Supplier be entitled to recover any additional costs or charges, on the grounds of:

2.2.1 any unsuitable aspects of the TTL IT Environment;

2.2.2 any misinterpretation of the RTO System Requirements or the Supplier's other obligations under this Agreement; and/or

2.2.3 any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

Merger with Alstom

2.3 TTL acknowledges that at the Effective Date:

2.3.1 the Supplier's ultimate parent company (being Siemens A.G.) intends to effect a merger with Alstom S.A. ("**Proposed Merger**") during the first Contract Year;

2.3.2 the Proposed Merger is subject to shareholder and regulatory approval; and

2.3.3 based on preliminary information provided by the Supplier and subject to Clause 32.1.1 in respect of limb (j) of the definition of Supplier Termination Event, this Agreement is expected to continue following the Proposed Merger without the need to effect a new procurement procedure in accordance with regulation 72 of the Public Contracts Regulations 2015.

2.4 The Supplier shall:

2.4.1 provide such information and assistance as TTL may reasonably require in connection with its assessment of the potential impact of the Proposed Merger on

this Agreement (including to enable TTL to verify the position described in Clause 2.3.3);

2.4.2 ensure that the prominence and focus on the RTO System and this Agreement within the Supplier and its Affiliates is not adversely affected by the Proposed Merger; and

2.4.3 ensure that the Proposed Merger does not cause any material disruption to TTL, TfL and/or this Agreement (including in relation to the delivery of the Services and Transformation).

Commercial Cover Letter

2.5 The Parties acknowledge that certain initial activity in connection with the Transition Plan and Future SCOOT – Releases 1 and 2 has been undertaken by the Parties prior to the Effective Date pursuant to the letter with the title "Procurement of a Real Time Optimiser (RTO) Solution – TfL Ref: ICT11814 / Contract Finalisation – Commercial Cover to Proceed" dated 5 March 2018 (as restated by the updated letter dated 30 April 2018) ("**Commercial Cover Letter**").

2.6 Except for any right, liability or remedy of either Party which has accrued pursuant to the Commercial Cover Letter prior to the Effective Date, the Commercial Cover Letter shall be superseded and replaced by this Agreement on and from the Effective Date.

2.7 The Parties acknowledge that:

2.7.1 TTL has not made any payment to the Supplier for any work undertaken by the Supplier pursuant to the Commercial Cover Letter; and

2.7.2 the relevant payments due and payable by TTL in accordance with this Agreement in respect of the Transition Milestones and the payments for Future SCOOT – Releases 1 and 2 include the payment by TTL for any work undertaken by the Supplier pursuant to the Commercial Cover Letter and such payments shall not be increased due to the operation of the Commercial Cover Letter.

3. WARRANTIES

3.1 TTL represents and warrants that:

3.1.1 it has full capacity and authority to enter into and to perform this Agreement;

3.1.2 this Agreement is executed by its duly authorised representative;

3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might materially affect its ability to perform its obligations under this Agreement;

3.1.4 its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law); and

3.1.5 subject to Clause 17, it has all necessary rights in and to the TTL Licensed IPR and any other materials made available by TTL to the Supplier under or in connection with this Agreement.

3.2 The Supplier represents and warrants that:

3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

3.2.2 it has full capacity and authority to enter into and to perform this Agreement;

3.2.3 this Agreement is executed by its duly authorised representative;

3.2.4 subject to Clause 5.4.1, it has all necessary consents and regulatory approvals to enter into this Agreement;

3.2.5 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might materially affect its ability to perform its obligations under this Agreement;

3.2.6 its execution, delivery and performance of its obligations under this Agreement will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;

3.2.7 its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);

3.2.8 to the best of the Supplier's knowledge and belief all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the PIN, the ITN and the ISFT and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the Supplier has otherwise disclosed to TTL and/or TfL in writing prior to the date of this Agreement;

3.2.9 it has notified TTL or TfL in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;

3.2.10 subject to Clause 16, it has all necessary rights in and to the Supplier Licensed IPR, the Third Party Software and the Third Party IPR and any other materials made available by the Supplier (and/or any Sub-contractor) to TTL or TfL which are necessary for (i) the performance of the Supplier's obligations; (ii) the receipt of the Services by TTL and TfL; and (iii) the exercise of TTL's rights, in each case in accordance with this Agreement;

3.2.11 the Financial Reports are a true and accurate reflection of the Costs and the Supplier Profit Margin forecast by the Supplier and the Supplier does not have any other internal financial model in relation to this Agreement inconsistent with the Financial Reports;

3.2.12 to the best of the Supplier's knowledge and belief it is not subject to any contractual obligation, compliance with which will or is reasonably likely to have a material adverse effect on its ability to perform its obligations under this Agreement; and

3.2.13 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or any Key Sub-contractor or for its dissolution or for the appointment of a receiver,

administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's or any Key Sub-contractor's assets or revenue.

3.3 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.

3.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 3.1 or 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

3.5 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination which TTL may have in respect of breach of that provision by the Supplier.

3.6 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

SECTION B – THE SERVICES AND TRANSFORMATION

4. TERM

4.1 This Agreement shall come into force on the Effective Date and, unless terminated at an earlier date by operation of Law or in accordance with the terms of this Agreement, shall expire at 23:59 on the Expiry Date ("**Term**").

4.2 For the purpose of this Agreement the term "**Expiry Date**" shall mean the later of:

4.2.1 the last day of the Initial Term;

4.2.2 if applicable pursuant to Clause 4.3, the last day of the Extension Period (or final Extension Period where there are multiple Extension Periods); or

4.2.3 the last day of the relevant Termination Assistance Period (or relevant final Termination Assistance Period where there are multiple Termination Assistance Periods).

4.3 Subject to Clause 4.5 (including, where applicable, agreement of the relevant Charges), the Parties may agree in writing to extend the Initial Term by one or more Extension Period(s) provided such agreement is documented by the Parties at least six (6) months (or by such other date as the Parties may agree in writing) before the end of the Initial Term (or relevant Extension Period).

4.4 In determining the extension of this Agreement the Parties acknowledge that, without prejudice to their respective rights under this Agreement or at Law, their intention is for this Agreement to be co-terminus with the life and exploitation of the RTO System.

4.5 Any extension of the Term in accordance with Clause 4.3 shall be processed by the Parties using the Change Control Procedure, provided that any applicable Charges in respect of the extended Term shall be agreed with reference to the relevant Charges and supporting information set out in the most recent Financial Report.

5. SERVICES AND TRANSFORMATION

Overview and Commencement

5.1 This Agreement forms part of the SITS Programme and relates to the design, development, testing, implementation, support and commercial exploitation of the RTO System by the Parties working in collaboration with each other. It reflects the contributions to be provided by the Supplier and the TTL Contributions to be provided by TTL and covers:

5.1.1 the provision by the Supplier of the following Services:

(a) all of the Supplier's services and obligations set out in this Agreement relating to (1) the initial design, development, testing and implementation of the RTO System; and (2) the Achievement of the Transition Milestones by the relevant Milestone Dates, including as set out in Schedule 2.1 (RTO System Requirements), Schedule 6.1 (Transition), Schedule 6.2 (Testing), the Transition Plan and the Supplier Solution ("**Transition Services**"); and

(b) all of the Supplier's services and obligations set out in this Agreement (including in the Supplier Solution) relating to the performance, maintenance and support of the RTO System following its implementation as part of the Transition Services including (1) the on-going delivery of the RTO System functionality set out in Schedule 2.1 (RTO System Requirements); (2) the achievement of the Performance Levels in accordance with Schedule 2.2A (Performance Levels); (3) the performance of Service Management in accordance with Schedule 2.2B (Service Management); and (4) compliance with the Supplier's obligations set out in Schedule 2.4 (Security Management) ("**Support Services**");

5.1.2 the collaboration by the Parties and the performance of their respective obligations in respect of the on-going development and commercial exploitation of the RTO System as set out in and in accordance with Clause 8, Schedule 6.4 (Product Roadmap), Schedule 6.5 (Commercial Exploitation) and the operation of the RTO Product Development Group and the RTO Exploitation Business Group under Schedule 8.1 (Governance) ("**Transformation**");

5.1.3 the delivery by TTL of the TTL Contributions and the performance by TTL of its responsibilities and obligations set out in this Agreement in relation to the Transition Services, the Support Services and Transformation; and

5.1.4 certain ancillary and supporting obligations, services and procedures set out in this Agreement in relation to the provision by the Supplier of the Transition Services and the Support Services and the collaboration by the Parties in respect of Transformation.

5.1A Save where expressly stated otherwise in this Agreement:

5.1A.1 the Supplier shall provide:

(a) the Transition Services from and including the Effective Date and (subject to the operation of the Relief Event procedure set out in Clause 30) Achieve each Transition Milestone on or before the relevant Milestone Date; and

(b) the Support Services from and including the Operational Commencement Date; and

5.1A.2 the Parties shall collaborate with each other in respect of Transformation and perform their respective Transformation obligations set out in this Agreement from and including the Effective Date.

General Performance Standards

5.1B Each Party shall:

5.1B.1 perform its obligations under this Agreement:

(a) in a professional manner and with reasonable care and skill;

(b) using appropriately experienced, trained and qualified personnel;

(c) in a timely, economic, efficient and reliable manner;

(d) in an open, honest and collaborative manner;

(e) in a manner which aspires to meet the following high level objectives (being the key high level objectives that TTL has in entering into this Agreement with the Supplier):

(i) to develop a new market-leading RTO System for London, which is capable of being developed and exploited around the world by the Supplier and TTL working in collaboration with each other;

(ii) to ensure the RTO System remains market-leading throughout the Term, through on-going development and harnessing the latest technologies and approaches;

(iii) to ensure continuity, quality and User experience are maintained during the migration to the RTO System and improved thereafter;

(iv) to deliver improved RTO System infrastructure, network capabilities, performance and reliability to meet TTL's and TfL's current and future demand, and reduce the risk of service disruptions to TTL and/or TfL;

(v) to optimise exploitation opportunities for the RTO System whilst remaining policy-responsive for London; and

(vi) to contribute to the achievement of the overall objectives of the SITS Programme as set out in the Target Operating Model, including to reduce delay and improve journey time reliability for London, while reducing the likelihood of casualties and pollution by minimising stop-start driving conditions.

5.1.B2 at all times allocate sufficient resources with the appropriate technical expertise to perform its obligations under and in accordance with this Agreement; and

5.1.B3 provide the other Party with such reasonable assistance as the other Party may reasonably require during the Term in respect of the performance of the other Party's obligations under this Agreement.

5.2 The Supplier shall perform its obligations under this Agreement:

5.2.1 so as to comply in all respects with the RTO System Requirements;

5.2.2 using efficient business processes and ways of working having regard to TTL's and TfL's obligation to ensure value for money;

5.2.3 in accordance with:

(a) the Supplier Solution (subject to Clause 1.4) and the provisions of this Agreement;

(b) all applicable Law;

(c) Good Industry Practice;

(d) the Standards;

(e) all relevant Contract Changes agreed by the Parties in accordance with the Change Control Procedure;

(f) the terms of any Agreed Project Proposal; and

(g) the Supplier's own established procedures and practices to the extent the same do not conflict with this Agreement; and

5.2.4 so as to be consistent with the Target Operating Model and the Architecture Overview to the extent applicable. In the event that TTL notifies the Supplier of any change to the Target Operating Model or the Architecture Overview and such change shall have a material impact on the Supplier's performance of this Agreement, then (subject to Clause 5.3) the Parties shall discuss such impact as soon as is practicable. Any changes to this Agreement arising from such discussions shall be processed by the Parties using the Change Control Procedure.

5.3 In the event that the Supplier becomes aware of any inconsistency between the requirements of Clauses 5.2.3(b), 5.2.3(c), 5.2.3(d) and 5.2.4, the Supplier shall as soon as practicable notify the Commercial Manager in writing of such inconsistency and the Commercial Manager shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

Supplier Covenants

5.4 The Supplier shall:

5.4.1 obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the performance of the Supplier's obligations under this Agreement and which are obtained in the Supplier's or any Sub-contractor's name;

5.4.2 ensure that:

(a) subject to Clause 16, it shall continue to have all necessary rights in and to the Supplier Licensed IPR, the Third Party Software and the Third Party IPR and any other materials made available by the Supplier (and/or any Sub-contractor) to TTL which are necessary for the performance of its obligations under this Agreement and/or the receipt of the Services by TTL and TfL;

(b) each RTO System Update complies with the RTO System Requirements and (except in relation to RTO System Updates which are released to address Malicious Software or to comply with the requirements of

Schedule 2.4 (Security Management)) shall notify TTL at least three (3) months before the release of any RTO System Update (or where this is not possible due to circumstances beyond the Supplier's reasonable control, as soon as practicable before such release);

(c) any products or services recommended or otherwise specified by the Supplier for use by TTL and/or TfL in conjunction with the RTO System shall enable the RTO System to meet the RTO System Requirements; and

(d) the Supplier Assets used in the performance of the Supplier's obligations under this Agreement will be free of all encumbrances (except as agreed in writing with TTL);

5.4.3 minimise any disruption to the Services, the TTL IT Environment, the Other SITS Suppliers and/or TTL's and TfL's operations when carrying out its obligations under this Agreement;

5.4.4 ensure that any Supplier Documentation and training provided by the Supplier to TTL are comprehensive, accurate and prepared in accordance with Good Industry Practice;

5.4.5 gather, collate and provide such information and co-operation as TTL may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Agreement;

5.4.6 notify TTL in writing as soon as reasonably possible and in any event within one (1) month of any change of Control taking place;

5.4.7 notify TTL in writing within ten (10) Working Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Agreement;

5.4.8 ensure that neither it, nor any of its Affiliates, embarrasses TTL and/or TfL or otherwise brings TTL and/or TfL into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in TTL and/or TfL, regardless of whether or not such act or omission is related to the Supplier's obligations under this Agreement; and

5.4.9 manage closure or termination of the performance of the Supplier's obligations under this Agreement to take account of TTL's disposal requirements, including recycling and scope for re-use, and all applicable Standards.

5.5 Any obligation which requires the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

5.6 Without prejudice to Clauses 18.2 and 18.3 and any other rights and remedies of TTL howsoever arising, the Supplier shall:

5.6.1 remedy any breach of its obligations in Clauses 5.4.2(b) and 5.4.2(c) within three (3) Working Days of becoming aware of the breach or being notified of the breach by TTL where practicable or within such other time period as may be agreed with TTL (taking into account the nature of the breach that has occurred);

5.6.2 remedy any breach of its obligations in Clause 5.4.2(a) and Clauses 5.4.2(d) to 5.4.5 inclusive within twenty (20) Working Days of becoming aware of the breach or being notified of the breach by TTL (or within such other time period as may be

agreed with TTL (taking into account the nature of the breach that has occurred)); and

5.6.3 meet all the costs of, and incidental to, the performance of such remedial work,

and any failure of the Supplier to comply with its obligations under Clause 5.6.1 or Clause 5.6.2 within the specified or agreed timeframe shall constitute a Notifiable Default.

Supplier Software, Baseline SCOOT and Specially Written Software Warranty

5.7 Without prejudice to Clause 5.4 (and any other rights and remedies of TTL howsoever arising) the Supplier warrants to TTL that all components of the Supplier Software, Baseline SCOOT and the Specially Written Software shall:

5.7.1 be free from material design and programming errors;

5.7.2 perform in all material respects in accordance with the RTO System Requirements, the Performance Levels and other relevant provisions set out in this Agreement; and

5.7.3 subject to Clause 17, not infringe any Intellectual Property Rights.

Continuing Obligation to provide the Services

5.8 The Supplier shall continue to perform all of its obligations under this Agreement and shall not suspend the supply of the Services, notwithstanding:

5.8.1 the existence of an unresolved Dispute; and/or

5.8.2 any failure by TTL to pay any Charges,

unless the Supplier is entitled to terminate this Agreement under Clause 32.3.1 for failure to pay undisputed Charges.

Co-operation with TTL and Other SITS Suppliers in relation to the SITS Programme

5.9 The Supplier acknowledges that this Agreement is (or will be) one of several different agreements with suppliers to TTL and/or TfL which relate to the SITS Programme and that as a consequence TTL requires all of the suppliers within the SITS Programme (being the Supplier and each Other SITS Supplier) to co-operate with one another and with TTL and/or TfL.

5.10 The Supplier shall co-operate fully and promptly with TTL, TfL and each Other SITS Supplier (individually and, where applicable, collectively) in order to facilitate:

5.10.1 the performance of this Agreement and the performance by the Other SITS Suppliers of their SITS Programme agreements with TTL or TfL (including, where applicable, to facilitate the exit from this Agreement and/or each Other SITS Supplier's exit from their relevant agreement); and

5.10.2 (where notified by TTL from time to time including as set out in the Due Diligence Information) the relevant associated activities of the SITS Programme,

provided that for the purpose of Clause 5.10.1 the Supplier shall not be responsible for the performance of any Other SITS Supplier's agreement(s) with TTL or TfL.

5.11 Without limiting the scope of Clause 5.10, the Supplier shall for the purpose of Clause 5.10 and at no additional cost to TTL:

5.11.1 on reasonable notice by TTL and subject to Clause 20, provide TTL and/or any Other SITS Supplier with reasonable access to relevant Supplier Personnel and/or such reasonable information regarding the operation and delivery of the Services and the Supplier's other obligations under this Agreement as is reasonably required by any Other SITS Supplier in connection with the services provided by them or by TfL in respect of its responsibilities pursuant to the SITS Programme;

5.11.2 on reasonable notice and as reasonably required by TTL, attend any meetings with any or all Other SITS Suppliers called by TTL or TfL;

5.11.3 ensure that any issues which develop between the Supplier and any Other SITS Supplier are managed with such Other SITS Supplier proactively with the aim of resolving such issues in a manner which is in the best interests of the SITS Programme and is reasonable;

5.11.4 co-ordinate its efforts with TTL and the Other SITS Suppliers to ensure that any problems or faults relating to the Services or the Supplier's other obligations under this Agreement of which the Supplier is aware, and which are caused or contributed by circumstances on TTL's or the relevant Other SITS Supplier's side of the interfaces with the Services, are resolved in an efficient and prompt manner; and

5.11.5 establish such operational arrangements with the Other SITS Suppliers as may be appropriate in accordance with Good Industry Practice to give effect to the co-operation described in Clauses 5.9 to 5.11 inclusive.

5.12 Without prejudice to the Supplier's obligations under Clauses 5.9 to 5.11 inclusive, TTL shall require the Other SITS Suppliers to agree terms substantially similar to those required of the Supplier in Clauses 5.9 to 5.11 inclusive.

5.13 The Parties acknowledge that at the Effective Date the full scope of the SITS Programme and the Other SITS Suppliers is not fully defined. Whenever such scope becomes defined during the Term from time to time, and as a consequence the Supplier considers it has dependencies on TTL and/or TfL which are necessary in order to facilitate the Supplier's compliance with Clauses 5.9 to 5.11 in respect of the Other SITS Suppliers, the Supplier shall be entitled to propose changes to the TTL Responsibilities set out in Schedule 3 (TTL Responsibilities) using the fast track process set out in paragraph 8 of Schedule 8.2 (Change Control Procedure).

Service Recipients

5.14 The Supplier shall perform its obligations under this Agreement for the benefit of TTL and TfL.

TTL Responsibilities

5.15 TTL shall comply with its responsibilities set out in Schedule 3 (TTL Responsibilities).

Sites

5.16 Except where approved otherwise by TTL in writing, the Supplier shall not perform this Agreement from or at any location other than the Sites, which are listed in Schedule 2.7 (Sites). TTL shall make the TTL Sites available to the Supplier and its Sub-contractors, and the Supplier shall make the Supplier Sites available to TTL and TfL, on a non-exclusive licence basis free of charge in accordance with Schedule 2.7 (Sites) and for use solely for the purpose of this Agreement. The Supplier and its Sub-contractors shall have the use of the TTL Sites, and TTL and TfL shall have the use of the Supplier Sites, as licensees and shall vacate the same immediately upon the expiry or early termination of this Agreement.

5.17 The Parties agree that there is no intention on the part of TTL or TfL to create a tenancy of any nature whatsoever in favour of the Supplier, its Sub-contractors or the Supplier Personnel, and no intention on the part of the Supplier or its Sub-contractors to create a tenancy or any nature whatsoever in favour of TTL, TfL or the TTL Personnel, and that no such tenancy has or shall come into being.

Exclusivity

5.18 Subject to Clauses 5.19 and 15 to 17 and unless the Parties agree otherwise in writing, the Parties agree that for the duration of the Term:

5.18.1 the Parties shall use, develop, modify, enhance, support and/or commercially exploit the RTO System (or any part) only in accordance with the terms of this Agreement and neither Party shall use, develop, modify, enhance, support and/or commercially exploit the RTO System (or any part) for any other purpose; and

5.18.2 the Parties and their Affiliates shall not (whether alone or in co-operation with any third party) design, develop, acquire, licence or otherwise engage in any commercial behaviour relating to any Software product or system (including in respect of Baseline SCOOT, Future SCOOT and the UTC System) which has the effect of competing with the RTO System (or any part) in any market anywhere in the world and/or which adversely affects the commercial viability of the RTO System (or any part).

5.19 The restrictions set out in Clause 5.18 shall not limit or apply to:

5.19.1 without prejudice to the obligations of the Parties under this Agreement to promote and exploit the RTO System outside of the London Area, each Party's and/or any of their Affiliate's ability to exploit their knowledge of running complex traffic systems anywhere in the world in respect of traffic systems that are not the RTO System including in any commercial advisory, consultancy or operational support capacity;

5.19.2 the Supplier's performance, renewal or extension of any contract (including any contract with its existing SCOOT customers) which is in force prior to the Achievement of Milestone MS3C (System Development Complete) or the execution of any such contract which the Supplier has tendered for prior to such date, provided that the Supplier shall use its reasonable endeavours to migrate any relevant customer or party to the RTO System in accordance with the operation of the Exploitation Business;

5.19.3 the use, development and/or exploitation by the Supplier or any of its Affiliates (or any third party on their behalf) of the following traffic management products owned or licenced by the Supplier or relevant Affiliate at the Effective Date:

(a) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

provided that the Supplier shall, where applicable, use its reasonable endeavours to incorporate the functionality provided by the above products within the RTO System under this Agreement and therefore replace the above products with the RTO System;

5.19.4 the use, development and/or exploitation by the Supplier or any of its Affiliates (or any third party on their behalf) of any traffic management product or service which

is presented to and discussed with the RTO Product Development Group and which the RTO Product Development Group agrees in writing in accordance with this Agreement shall not form part of any Roadmap Project, any Innovation Project and/or the Exploitation Business, provided that any such use, development and/or exploitation shall not impact the development or operation of the RTO System or the performance of this Agreement in accordance with its terms. The Supplier's use, development and/or exploitation of any such product or service shall be subject any reasonable restrictions that the RTO Product Development Group may agree in writing (for example in respect of the scope of any future developments);

5.19.5 the use and modification by TTL and/or TfL of:

(a) the UTC System for any internal business purpose of TTL and/or TfL; and

(b) TfL SCOOT subject to the agreed licence terms applicable to TfL SCOOT;

5.19.6 the procurement (and subsequent use, development and/or exploitation) by TTL and/or TfL (or any third party on their behalf) of:

(a) any Software, system or service (which is not the RTO System (or any part) or the Services as described in this Agreement) in connection with the SITS Programme or any other TTL and/or TfL programme;

(b) any Potential Roadmap Project (excluding any Supplier Roadmap Project) or Potential Innovation Project which appears on the Product Roadmap from time to time which is not a Contractual Roadmap Project, and which TTL elects for TTL or TfL to procure as a separate Software item, system and/or service instead of as a development to the RTO System under this Agreement, and in respect of which in TTL's reasonable opinion and following reasonable consultation with the Supplier there are valid legal reasons (including due to the operation of procurement law), technical reasons (including due to the Supplier's technical capability and/or constraints within the TTL IT Environment) and/or value for money reasons (including due to TTL or TfL being able to obtain better value for money outside of this Agreement) as to why the relevant Potential Roadmap Project or Potential Innovation Project should be procured separately; and

5.19.7 the performance by either Party of its obligations, and the exercise of its rights and/or remedies, set out in this Agreement or at Law.

6. TRANSITION SERVICES

6.1 The Supplier shall perform the Transition Services in accordance with Schedule 6.1 (Transition), Schedule 6.2 (Testing), the Transition Plan and this Agreement.

6.2 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay (whether in respect of the Transition Services or any Roadmap Project or Innovation Project) it shall (without prejudice to TTL's other rights and remedies under this Agreement and the operation of the Relief Event mechanism set out in Clause 30) use reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

7. SUPPORT SERVICES

7.1 The Supplier shall:

7.1.1 perform the Support Services in such a manner so as to meet or exceed the Performance Level Targets;

7.1.2 comply with the provisions of:

(a) Schedule 2.2A (Performance Levels) in respect of the Performance Levels; and

(b) Schedule 2.2B (Service Management) in respect of Service Management.

7.2 The Supplier shall incur Service Credits in respect of Service Level Failures as determined in accordance with paragraph 9 of Schedule 7.1 (Charges and Invoicing), provided that:

7.2.1 Service Credits shall be calculated in accordance with paragraph 9 of Schedule 7.1 (Charges and Invoicing) with effect from and including the Operational Commencement Date, provided that without prejudice to TTL's other rights and remedies set out in this Agreement TTL shall not deduct any Service Credits from the Support Charges payable under this Agreement in respect of any Service Credits that are calculated in respect of the period from the Operational Commencement Date to the Milestone Date for Milestone MS08; and

7.2.2 Service Credits shall not exceed the Service Credit Cap.

7.3 Service Credits shall be TTL's exclusive financial remedy for a Service Level Failure except where:

7.3.1 the Supplier has:

(a) over any three (3) consecutive Support Periods accrued Service Credits in excess of limb (a) of the Service Credit Cap; or

(b) over the previous thirteen (13) Support Periods accrued Service Credits in excess of limb (b) of the Service Credit Cap;

7.3.2 the Service Level Failure:

(a) breaches the relevant Band 3 threshold;

(b) has arisen due to the wilful default by the Supplier or any Supplier Personnel; or

(c) results in the corruption or loss of any TTL Data (in which case the remedies under Clause 19.7 shall also be available);

7.3.3 the Supplier has fraudulently misreported its performance against any Service Level; and/or

7.3.4 TTL is otherwise entitled to or does terminate the relevant Services or this Agreement pursuant to Clause 32.1.1.

8. TRANSFORMATION

8.1 The Parties shall comply with their respective Transformation obligations set out in:

8.1.1 Schedule 6.4 (Product Roadmap), in respect of the maintenance and operation of the Product Roadmap;

8.1.2 Schedule 6.5 (Commercial Exploitation), in respect of the commercial exploitation of the RTO System; and

8.1.3 Schedule 8.1 (Governance), in respect of the governance of the Product Roadmap and the commercial exploitation of the RTO System.

SECTION C – PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

9. FINANCIAL AND TAXATION MATTERS

Charges and Invoicing

9.1 In consideration of the Supplier carrying out its obligations under this Agreement, including the provision of the Services, TTL shall pay the Charges to the Supplier in accordance with Schedule 7.1 (Charges and Invoicing).

9.2 Without prejudice to the Parties' rights and remedies under this Agreement or at Law and except as otherwise expressly set out in this Agreement, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under this Agreement.

9.3 If TTL fails to pay any undisputed Charges properly invoiced under this Agreement, the Supplier shall have the right to charge interest on the overdue amount at a rate of two per cent (2%) above the base rate of the Bank of England from time to time, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

VAT

9.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by TTL following delivery of a valid VAT invoice.

9.5 The Supplier shall indemnify TTL and TfL on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on TTL and/or TfL at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 9.5 shall be paid in cleared funds by the Supplier to TTL not less than five (5) Working Days before the date upon which the tax or other liability is payable by TTL or TfL.

Set-off and Withholding

9.6 TTL may set off any amount owed by the Supplier to TTL under this Agreement against any other amount due to the Supplier under this Agreement.

9.7 If TTL wishes to set off any amount owed by the Supplier against any amount due to the Supplier pursuant to Clause 9.6 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out TTL's reasons for withholding or retaining the relevant Charges.

Value for Money

9.8 The Parties shall comply with the provisions of Schedule 7.2 (Value for Money) in respect of VFM Initiatives.

Financial Distress

9.9 The Supplier shall:

9.9.1 regularly monitor its Credit Rating; and

9.9.2 promptly notify (or shall procure that its auditors promptly notify) TTL in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within ten (10) Working Days of the date on which the

Supplier first becomes aware of the Financial Distress Event, or the fact, circumstance or matter which could cause a Financial Distress Event).

9.10 In the event of a Financial Distress Event occurring which TTL reasonably believes could directly and adversely impact on the continued performance of this Agreement to a material extent in accordance with this Agreement (or if TTL becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), then the Supplier shall, at the request of TTL:

9.10.1 meet with TTL as soon as reasonably practicable (and in any event within three (3) Working Days or such longer period approved by TTL), to review the effect of the Financial Distress Event on the performance of this Agreement in relation thereto; and

9.10.2 submit to TTL for Approval within seven (7) Working Days (or such longer period approved by TTL) a draft financial distress mitigation plan setting out how the Supplier will prevent the risk of any direct and adverse impact on the continued performance of this Agreement.

9.11 TTL shall be entitled to terminate this Agreement under Clause 32.1.1 if the Supplier fails to comply in any material respect with the terms of the financial distress mitigation plan described in Clause 9.10.2.

Promoting Tax Compliance

9.12 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

9.12.1 notify TTL in writing of such fact within five (5) Working Days of its occurrence; and

9.12.2 promptly provide to TTL:

(a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as TTL may reasonably require.

SECTION D – CONTRACT GOVERNANCE

10. GOVERNANCE

10.1 The Parties shall comply with the provisions of Schedule 8.1 (Governance) in relation to the management and governance of this Agreement and their relationship.

Representatives

10.2 Each Party shall have a representative for the duration of this Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement.

10.3 The Supplier representative shall be the person named as the Contract Manager in Schedule 9.2 (Key Personnel). Any change to the Supplier representative shall be agreed in accordance with Clause 13.

10.4 The TTL representative shall be the Commercial Manager and TTL shall notify the Supplier of the identity of the initial Commercial Manager within five (5) Working Days of the Effective Date. TTL may, by written notice to the Supplier, revoke or amend the authority of the TTL representative or appoint a new TTL representative.

11. RECORDS, REPORTS, DOCUMENT MANAGEMENT, AUDITS AND OPEN BOOK DATA

11.1 The Supplier shall comply with the provisions of:

11.1.1 Schedule 8.4 (Records) in relation to the maintenance and retention of Records;

11.1.2 Part A of Schedule 7.3 (Financial Reports and Audit Rights) in relation to the maintenance of Open Book Data; and

11.1.3 Schedule 8.8 (Document Management) in relation to the provision and maintenance of Documents.

11.2 The Parties shall comply with the provisions of:

11.2.1 Part B of Schedule 7.3 (Financial Reports and Audit Rights) in relation to the provision of the Financial Reports;

11.2.2 Part C of Schedule 7.3 (Financial Reports and Audit Rights) in relation to the exercise of the Audit Rights by TTL or any Audit Agents; and

11.2.3 paragraph 4 of Schedule 8.8 (Document Management) in respect of the Document Approval Procedure.

12. CHANGE

Change Control Procedure

12.1 Contract Changes shall be processed by the Parties in accordance with the Change Control Procedure.

Change in Law

12.2 The Supplier shall neither be relieved of its obligations to perform this Agreement in accordance with the terms and conditions of this Agreement nor be entitled to an increase in the Charges as the result of:

12.2.1 a General Change in Law; or

12.2.2 a Specific Change in Law where the effect of that Specific Change in Law on this Agreement is reasonably foreseeable at the Effective Date.

12.3 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause 12.2.2), the Supplier shall:

12.3.1 notify TTL as soon as reasonably practicable of the likely effects of that change, including:

(a) whether any Contract Change or Operational Change is required; and

(b) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Performance Levels; and

12.3.2 provide TTL with evidence:

(a) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;

(b) as to how the Specific Change in Law has affected the cost of performing this Agreement; and

(c) demonstrating that any expenditure that has been avoided has been taken into account in amending the Charges.

12.4 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 12.2.2) shall be implemented in accordance with the Change Control Procedure.

SECTION E – PERSONNEL AND SUPPLY CHAIN

13. **PERSONNEL**

Supplier Personnel

13.1 The Supplier shall:

13.1.1 provide in advance of any admission to TTL Sites a list of the names of all Supplier Personnel requiring admission to TTL Sites, specifying the capacity in which they require admission and giving such other particulars as TTL may reasonably require;

13.1.2 ensure that all Supplier Personnel:

(a) are appropriately qualified, trained and experienced to perform the Supplier's obligations under this Agreement with all reasonable skill, care and diligence;

(b) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule 2.4 (Security Management); and

(c) comply with all reasonable requirements of TTL concerning conduct at TTL Sites, including the security requirements as set out in Schedule 2.4 (Security Management);

13.1.3 retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of TTL;

13.1.4 be liable at all times for all acts or omissions of Supplier Personnel, such that any act or omission of a member of any Supplier Personnel which results in a Default under this Agreement shall be a Default by the Supplier;

13.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

13.1.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

13.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and

13.1.8 procure that the Supplier Personnel vacate TTL Sites immediately upon the termination or expiry of this Agreement.

13.2 If TTL reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Agreement, it may:

13.2.1 refuse admission to the relevant person(s) to TTL Sites; and/or

13.2.2 direct the Supplier to end the involvement in the performance of this Agreement of the relevant person(s),

and TTL shall provide the Supplier with its reasons for taking such action as soon as practicable.

Key Personnel

13.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 9.2 (Key Personnel) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.

13.4 If TfL requires another role to be a Key Role, it shall notify the Supplier of such requirement and the Supplier may not unreasonably withhold or delay its consent to such additional Key Role (and following such consent Schedule 9.2 (Key Personnel) shall be updated to reflect the addition of that Key Role in accordance with the Change Control Procedure).

13.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:

13.5.1 requested to do so by TTL, in which case TTL may require the person concerned to complete a handover period of up to three (3) months during which they are shadowed by their replacement;

13.5.2 the person concerned resigns, retires or dies or is on maternity, paternity, adoption or long-term sick leave;

13.5.3 the person's employment or contractual arrangement with the Supplier or a Sub-contractor is terminated for material breach of contract by the employee; or

13.5.4 the Supplier obtains TTL's prior written consent (such consent not to be unreasonably withheld or delayed) and procures that the person concerned completes a three (3) month handover period during which they are shadowed by their replacement.

13.6 The Supplier shall:

13.6.1 notify TTL promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

13.6.2 use all reasonable endeavours to ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

13.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least sixty (60) Working Days' notice;

13.6.4 ensure as far as is reasonably practicable that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities, and that such change does not have an adverse impact on the performance of this Agreement; and

13.6.5 ensure that any replacement for a Key Role:

(a) is only employed or engaged with TfL's prior written consent (such consent not to be unreasonably withheld or delayed);

(b) has a level of qualifications and experience appropriate to the relevant Key Role; and

(c) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

Employment Indemnity

13.7 The Parties agree that:

13.7.1 the Supplier shall both during and after the Term indemnify TTL and TfL against all Employee Liabilities that may arise as a result of any claims brought against TTL and/or TfL by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and

13.7.2 TTL shall both during and after the Term indemnify the Supplier against all Employee Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of TTL or any of TTL's or TfL's employees, agents, consultants and contractors.

Income Tax and National Insurance Contributions

13.8 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration, remuneration or benefits received under or pursuant to this Agreement, the Supplier shall:

13.8.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of such consideration, remuneration or benefits; and

13.8.2 indemnify TTL and TfL against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment, penalty or claim arising from or made in connection with the provision of this Agreement by the Supplier or by any Supplier Personnel.

Staff Transfer

13.9 The Parties shall comply with their respective obligations set out in Schedule 9.1 (Staff Transfer) relating to the application of the Employment Regulations on the commencement and on the termination of this Agreement.

TTL Personnel

13.10 TTL shall:

13.10.1 provide in advance of any admission to Supplier Sites a list of the names of all TTL Personnel requiring admission to Supplier Sites, specifying the capacity in which they require admission and giving such other particulars as the Supplier may reasonably require;

13.10.2 ensure that all TTL Personnel:

(a) are appropriately qualified, trained and experienced to perform TTL's obligations under this Agreement with all reasonable skill, care and diligence;

(b) comply with all reasonable requirements of the Supplier concerning conduct at Supplier Sites;

(c) retain overall control of the TTL Personnel at all times so that the TTL Personnel shall not be deemed to be employees, agents or contractors of the Supplier or any Sub-contractor;

(d) procure that the TTL Personnel vacate Supplier Sites immediately upon the termination or expiry of this Agreement; and

13.10.3 use its reasonable endeavours to:

(a) ensure that any TTL or TfL individual agreed by the Parties in Schedule 3 (TTL Responsibilities) as being key to the performance of TTL's obligations under this Agreement shall perform the relevant role for the relevant period; and

(b) notify the Supplier of any change to such individual or the relevant role.

14. SUPPLY CHAIN RIGHTS AND PROTECTIONS

Appointment of Sub-contractors

14.1 Subject to Clause 14.3, the Supplier shall not sub-contract any of its obligations under this Agreement unless:

14.1.1 it has given TTL at least twenty (20) Working Days' prior written notice of the identity of the proposed Sub-contractor and the nature, extent and associated Charges relating to the Supplier's obligations of this Agreement to which the Sub-contract relates; and

14.1.2 if required by TTL, it has demonstrated to TTL's reasonable satisfaction that it has conducted a competitive process in relation to the relevant Sub-contract prior to selecting the relevant Sub-contractor.

14.2 Subject to Clause 14.3, the Supplier shall not sub-contract any of its obligations under this Agreement to a Key Sub-contractor unless the identity of the proposed Key Sub-contractor and the scope of the sub-contracted obligations is approved in writing in advance by TTL (such approval not to be unreasonably withheld or delayed).

14.3 TTL acknowledges and agrees that the Supplier Solution includes the sub-contracting of elements of the Supplier's obligations under this Agreement to those Key Sub-contractors set out in Schedule 4.3 (Key Sub-contractors) and that the Supplier's sub-contracting of its obligations under this Agreement to such persons in a manner consistent with this Agreement does not require notice to TTL under Clause 14.1 or the prior approval of TTL under Clause 14.2.

Terms of Key Sub-contracts

14.4 Except where TTL agrees otherwise in writing, the Supplier shall ensure that each Key Sub-contract includes:

14.4.1 a provision prohibiting the Key Sub-contractor from further sub-contracting its obligations in relation to the performance of this Agreement without the Supplier's prior written approval, which approval shall not be granted unless the Supplier has complied with Clauses 14.1 and 14.2 as if such further sub-contracting resulted in a Sub-contract;

14.4.2 a provision enabling the Supplier or TTL to step-in on substantially the same terms as are set out in Clause 29;

14.4.3 a provision enabling the Supplier and/or TTL to audit the activities and performance of the Key Sub-contractor pursuant to Part C of Schedule 7.3 (Financial Reports and Audit Rights);

14.4.4 a provision requiring the Key Sub-contractor to comply with requirements consistent with Clause 22 in respect of the protection of Personal Data;

14.4.5 a provision requiring the Key Sub-contractor to comply with restrictions on corrupt gifts and payments consistent with the restrictions in Clause 38;

14.4.6 a provision requiring the Key Sub-contractor to notify TTL promptly in writing of any material non-payment or material late payment of any sums due to the Key Sub-contractor from the Supplier under the Key Sub-contract (and in any event within ten (10) Working Days from the due date for payment);

14.4.7 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to:

(a) TTL; or

(b) any Replacement Supplier,

upon the occurrence of a Step-In Trigger Event, Supplier Termination Event, Financial Distress Event or Force Majeure Event; and

14.4.8 a right under the Contracts (Rights of Third Parties) Act 1999 for TTL to enforce the terms set out in Clause 14.4.1 to 14.4.7 inclusive as if TTL were the Supplier.

14.5 The Supplier shall, upon request, provide a copy of the Hosting Sub-contract and each Key Sub-contract to TTL within ten (10) Working Days of such request.

14.6 The Supplier shall not terminate or make any material amendments to the terms of the Hosting Sub-contract and any Key Sub-contract without TTL's prior written consent, which shall not be unreasonably withheld or delayed.

14.7 If a Step-In Trigger Event or Supplier Termination Event occurs, or a Termination Notice is served by either Party in respect of the relevant Services, TTL may by written notice to the Supplier require the Supplier to novate a Key Sub-contract to TTL and the Supplier shall, and shall ensure that such Key Sub-contractor shall, comply with such request within ten (10) Working Days of TTL's notice (at no additional cost to TTL).

Supply chain protection

14.8 The Supplier shall ensure that all Sub-contracts (which in this Clause 14.8 includes any contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement) contain provisions:

14.8.1 giving the Supplier a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour law;

14.8.2 requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;

14.8.3 that if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 14.8.2, the invoice shall be regarded as valid and undisputed for the purpose of Clause 14.8.4 after a reasonable time has passed;

14.8.4 requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;

14.8.5 giving TTL a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and

14.8.6 requiring the Sub-contractor to include a clause to the same effect as this Clause 14.8 in any contracts it enters into wholly or substantially for the purpose of

performing or contributing to the performance of the whole or any part of this Agreement.

14.9 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days from the receipt of a valid invoice.

14.10 Notwithstanding other provisions of this Agreement, if a Sub-contractor notifies TTL or TTL otherwise becomes aware that the Supplier has not satisfied any sums properly due and payable under any invoices from the relevant Sub-contractor to the Supplier in connection with services relating to this Agreement and:

14.10.1 such invoice is not subject to a genuine bona fide dispute under the relevant Sub-contract; and

14.10.2 in TTL's reasonable opinion, the Supplier's failure to pay results or is likely to result in an impact on the Services or this Agreement,

then TTL may, at its discretion, elect to pay the relevant undisputed amounts directly to the relevant Sub-contractor and deduct such amounts from any payments due and payable by TTL to the Supplier.

Termination of Sub-contracts

14.11 TTL may by written notice to the Supplier require the Supplier to terminate a Sub-contract if the acts or omissions of the relevant Sub-contractor have caused or materially contributed to TTL's right to terminate this Agreement (in whole or in part) pursuant to Clause 32.1.1 (whether or not TTL has exercised such termination right) and the Supplier shall effect that termination (at no cost to TTL).

Retention of Legal Obligations

14.12 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 14, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own.

SECTION F – INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Except as expressly set out in this Agreement (or as agreed otherwise by the Parties during the Term in respect of Specially Written Software and Project Specific IPR):

15.1.1 TTL and its Affiliates shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:

(a) the Supplier Software and Baseline SCOOT;

(b) the Supplier Background IPR;

(c) the Specially Written Software;

(d) the Project Specific IPR;

(e) the Third Party Software;

(f) the Third Party IPR; and

(g) the Supplier Documentation;

15.1.2 the Supplier and its Affiliates and Sub-contractors shall not acquire any right, title or interest in or to the Intellectual Property Rights of TTL or TfL or their licensors, including:

(a) the TTL Software;

(b) the TTL Background IPR; and

(c) the TTL Data.

15.2 Where either Party (and in the case of the Supplier, its Sub-contractors and Affiliates, and in the case of TTL, its Affiliates) acquires, by operation of Law, any right, title or interest in or to Intellectual Property Rights that is inconsistent with the allocation of right, title and interest set out in Clause 15.1, it shall assign (or procure the assignment of) in writing such Intellectual Property Rights as has been acquired to the other Party.

15.3 Except as expressly set out in this Agreement, neither Party shall have any right to use any of the other Party's names, logos or trade marks without the other Party's prior written consent.

15.4 **The RTO System**

15.4.1 The Parties acknowledge that:

(a) the RTO System will be comprised of different Software components from time to time which, where applicable, may include Supplier Software, Specially Written Software, Third Party Software, TTL Software and Baseline SCOOT;

(b) the RTO System (including its Software components) will evolve during the Term in accordance with the Product Roadmap and this Agreement and new Software components may be developed and incorporated within the RTO System; and

(c) at the Effective Date the anticipated Software components for the RTO System and their intellectual property classification are set out in Schedule 5 (Intellectual Property), which shall be updated by the Parties in accordance with Schedule 5 (Intellectual Property) and otherwise pursuant to Clause 15.4.2.

15.4.2 The Supplier shall:

(a) be responsible for ensuring that Schedule 5 (Intellectual Property) is maintained during the Term so as to always reflect the current Software components of the RTO System and their agreed intellectual property classification; and

(b) propose updates to Schedule 5 (Intellectual Property) whenever the Software components of the RTO System change using the Change Control Procedure.

15.4.3 The Parties shall in accordance with Schedule 6.4 (Product Roadmap), the Change Control Procedure and the categories set out in Schedule 5 (Intellectual Property) agree (acting reasonably) the intellectual property classification of each new or modified component of the RTO System prior to its development in accordance with this Agreement. Where the Parties contribute jointly to the development of the relevant component (whether financially or otherwise), the expectation of the Parties is that the component will be classified as Specially Written Software.

15.5 **Baseline SCOOT and Future SCOOT**

15.5.1 The Parties acknowledge that:

(a) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

(i) [redacted]

(ii) [redacted]

(iii) [redacted]

(iv) [redacted]

[redacted]

15.6 **Escrow**

15.6.1 Subject to Clause 15.6.6 the Supplier shall, at its own cost and in accordance with this Agreement and the Escrow Agreement, deposit:

(a) the Source Code in (i) the Escrow Software and, thereafter, (ii) any modifications, updates, versions and releases of such Escrow Software; and

(b) any associated Software Supporting Materials,

in escrow with the Escrow Agent:

(c) in accordance with Schedule 6.1 (Transition) during the Transition Period;

(d) where directed by TTL in connection with any Roadmap Project, Contract Change or Operational Change;

(e) following any material change to the RTO System; and

(f) otherwise at least annually during the Term.

15.6.2 The Supplier shall use its reasonable endeavours to (in full consultation with TTL) agree the draft Escrow Agreement with the Escrow Agent for Approval by TTL (and thereafter execution by the Escrow Agent, the Supplier and TTL) in accordance with Schedule 6.1 (Transition).

15.6.3 Where the Supplier is unable to procure compliance with the provisions of Clause 15.6.1 in respect of any Third Party Software it shall provide TTL with written evidence of its inability to comply with those provisions and shall agree with TTL a suitable alternative to escrow that affords TTL with the best equivalent protection.

15.6.4 The Supplier shall bear the costs of the Escrow Agent's fees (including any set-up, deposit and recurring fees), provided that the costs of any escrow release fees and any Source Code Verification shall (subject to Clause 15.7.6) be borne by TTL.

15.6.5 At the Effective Date the Supplier acknowledges that TTL may have the capacity to potentially itself be the Escrow Agent for the purpose of this Agreement using TTL's secure escrow facility. At any time following the Achievement of Milestone MS3C (System Development Complete), if TTL wishes to propose that TTL becomes the Escrow Agent for the purpose of this Agreement then TTL shall notify the Supplier and if authorised by the RTO Product Development Group in writing the Parties shall:

(a) use their reasonable endeavours to agree amendments to this Agreement to give effect to the proposed escrow arrangements using the Change Control Procedure; and

(b) if such amendments are agreed, take such steps as may be necessary to effect a transfer of the escrow arrangements from the existing Escrow Agent to TTL.

15.6.6 At all times during the Termination Assistance Period the Supplier shall ensure that the latest versions of the Source Code and the Software Supporting Materials referenced at Clause 15.6.1 are deposited in escrow with the Escrow Agent.

15.7 **Source Code Verification**

15.7.1 Prior to or at any time after any Source Code being deposited into escrow, in addition to any Testing performed in accordance with, and any rights TTL has under, this Agreement TTL shall have the right to itself undertake (or procure from any Third Party) Source Code Verification in accordance with this Clause 15.7.

15.7.2 The Supplier shall notify TTL at least twenty (20) Working Days prior to the deposit of any Source Code in escrow in accordance with Clause 15.6.1.

15.7.3 TTL shall notify the Supplier:

(a) within five (5) Working Days following receipt of the Supplier's notice provided under Clause 15.7.2; or

(b) at any time following the deposit of any Source Code into escrow,

if it wishes to itself undertake (or procure from any Third Party) Source Code Verification in respect of such Source Code.

15.7.4 If TTL notifies the Supplier under Clause 15.7.3, the Supplier shall at its cost (excluding the payment of any release fees levied by the Escrow Agent, which TTL shall bear) and (subject to TTL's or the relevant Third Party's compliance with the Supplier's or relevant Sub-contractor's reasonable access and security requirements) make available to TTL or relevant Third Party the Source Code and the Software Supporting Materials for the Source Code Verification or (at TTL's request) procure that the Escrow Agent performs the Source Code Verification.

15.7.5 If any issues are identified during Source Code Verification the Parties shall meet to discuss and agree the resolution of such issues as soon as is practicable.

15.7.6 TTL shall bear its own costs in performing Source Code Verification and/or any Source Code Verification fees levied by any Third Party (including the Escrow Agent), provided that if any issues identified pursuant to Clause 15.7.5 are caused or contributed to by any Default by the Supplier then without prejudice to any other rights or remedies TTL has in respect of such Default the resolution of such issues shall be at the Supplier's cost and the Supplier shall pay to TTL an amount equivalent to the Source Code Verification costs incurred and/or the fees paid or payable by TTL as soon as is practicable.

15.7.7 In the event that:

(a) TTL appoints a Third Party to perform Source Code Verification, TTL shall procure that such Third Party shall execute a confidentiality undertaking in favour of the Supplier and any relevant Sub-contractor on reasonable terms; and/or

(b) the Supplier elects to require the Escrow Agent to undertake verification services in accordance with the Escrow Agreement without being notified to do so by TTL, the Supplier shall bear the costs of such verification services levied by the Escrow Agent.

16. LICENCES GRANTED BY THE SUPPLIER

16.1 Supplier Licensed IPR

16.1.1 The Supplier hereby grants to TTL a royalty-free, non-exclusive, non-transferable licence during the Term for TTL, TfL and their Affiliates (including the Users) to use the Supplier Licensed IPR for the purposes of:

(a) receiving the Services and benefiting from the performance of this Agreement;

(b) the exercise of any relevant rights and the performance of any relevant obligations of TTL and/or TfL under or in connection with this Agreement;

(c) TTL and/or TfL operating the RTO System in the London Area, or in respect of any area outside of the London Area (whether in the UK or otherwise) where the RTO System has been deployed as part of the operation of the Exploitation Business; and

(d) the exercise by TTL and/or TfL of any of their business functions in the London Area.

For the purpose of this Clause 16.1.1, in respect of any Software which forms part of Supplier Licensed IPR "use" includes the right to install, load, execute, store, transmit, test, display and copy (for the purposes of installing, archiving, backing-up, loading, execution, storage, testing, transmission or display).

16.1.2 TTL may sub-license the rights granted under Clause 16.1.1 to any Replacement Supplier provided that:

(a) the sub-licence is on terms no broader than those granted to TTL under this Agreement; and

(b) the Replacement Supplier has executed a confidentiality undertaking in favour of the Supplier on reasonable terms.

16.2 Third Party Software and Third Party IPR

16.2.1 Third Party Non-COTS Software and Third Party Non-COTS IPR

(a) Subject to Clause 16.2.1(b), the Supplier shall not use in the performance of this Agreement any Third Party Non-COTS Software or Third Party Non-COTS IPR unless in each case it has:

(i) demonstrated to TTL's reasonable satisfaction that it is either necessary or desirable to use the Third Party Non-COTS Software or Third Party Non-COTS IPR; and

(ii) procured the grant of a licence for TTL on terms no less favourable to TTL than those in respect of Supplier Software (in respect of any Third Party Non-COTS Software) and Supplier Background IPR (in respect of any Third Party Non-COTS IPR) set out in Clauses 16.1 and 16.3 and this Agreement (including as to indemnification against Supplier IPR Claims and use and development by TTL, TfL, their Affiliates and any Replacement Supplier following the Expiry Date or date of early termination of this Agreement) along with any support that TTL may require the relevant Third Party to provide following the Expiry Date or early termination of this Agreement.

(b) If the Supplier cannot obtain for TTL a licence in respect of any Third Party Non-COTS Software or Third Party Non-COTS IPR in accordance with Clause 16.2.1(a), the Supplier shall:

(i) notify TTL in writing giving details of what licence terms can be obtained from the relevant Third Party and whether there are alternative providers or Software or IPR which the Supplier could seek to use; and

(ii) use the relevant Third Party Non-COTS Software or Third Party Non-COTS IPR only if TTL has first approved in writing the terms of the licence from the relevant Third Party.

16.2.2 **Third Party COTS Software and Third Party COTS IPR**

(a) The Supplier shall not use in the performance of this Agreement any Third Party COTS Software or Third Party COTS IPR unless in each case it has:

(i) demonstrated to TTL's reasonable satisfaction that it is either necessary or desirable to use the Third Party COTS Software or Third Party COTS IPR;

(ii) notified TTL in writing all proposed Third Party COTS Software and Third Party COTS IPR and the licence terms on which it proposes to use them, and TTL has approved such licence terms in writing; and

(iii) unless instructed otherwise in writing by TTL within twenty (20) Working Days of the notification pursuant to Clause 16.2.2(a)(ii), used all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPR grants a direct licence to TTL and TfL on terms no less favourable (including as to indemnification against Supplier IPR Claims and use and development by TTL, TfL, their Affiliates and any Replacement Supplier following the Expiry Date or date of early termination of this Agreement) than those on which such software is usually made commercially available by the relevant Third Party.

16.2.3 **Third Party licence management**

(a) The Supplier shall:

(i) maintain (and provide TTL with access and/or copies upon request) an up-to-date electronic register of all Third Party licences approved by TTL in accordance with Clauses 16.2.1 and 16.2.2;

(ii) ensure that TTL and TfL (including all Users) remain legally permitted to use the Third Party Software and Third Party IPR to the extent required for the purposes of this Agreement;

(iii) be responsible for the day to day management, administration and renewal of all Third Party licences, including any direct Third Party licences with TTL and/or TfL (provided that the Supplier shall notify TTL if there are any obligations that only TTL and/or TfL can perform as direct licensees); and

(iv) except as expressly set out in this Agreement, be responsible for the payment of all Third Party licence fees and shall bear the Supplier's associated licence management costs.

16.2.4 **Open Source Software**

(a) In the event that TTL approves the use of any Open Source Software in the performance of this Agreement in accordance with Clause 16.2.2, the Supplier shall (in addition to its other obligations relating to Third Party COTS Software set out in this Agreement):

(i) not use, link to or incorporate within the RTO System any Open Source Software which due to the operation of the relevant Open Source Software licence terms does or may require the RTO System to be made publically available in whole or in part or otherwise prevents the RTO System from being commercially exploited in accordance with the operation of the Exploitation Business;

(ii) unless TTL approves otherwise in writing, not modify the Open Source Software or incorporate it with other code within the RTO System;

(iii) ensure that the use of Open Source Software does not adversely impact the performance of this Agreement or the rights of the Parties under it;

(iv) identify and avoid all potential compliance and/or compatibility issues regarding Open Source Software licences, including between different types of Open Source Software and their respective licences; and

(v) store, maintain, distribute and deploy the Open Source Software in accordance with the Supplier Solution and Good Industry Practice; and

(vi) otherwise comply with the Open Source Guidelines in respect of the Open Source Software.

16.3 **Expiry or early termination of this Agreement**

16.3.1 With effect from (i) the Expiry Date or the date of early termination of this Agreement for any reason; or (ii) such earlier date as may be specified in the Exit Plan, in each case following the Achievement of Milestone MS3C (System Development Complete):

(a) subject to Clause 16.3.4, the Supplier hereby grants to TTL, TfL and their Affiliates (including the Users):

(i) subject to Clause 16.3.3, a perpetual, irrevocable, world-wide, royalty-free, non-exclusive licence to (and to grant a sub-licence to any Replacement Suppler including any direct competitor of the Supplier to on TTL's, TfL's or the relevant Affiliate's behalf to) use, operate, modify, adapt, develop and commercially exploit the Specially Written Software, the Project Specific IPR, the Software Supporting Materials for the Specially Written Software and the Supplier Documentation for any purpose connected with the RTO System or any other traffic management system, service or solution anywhere in the world;

(ii) a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable licence to (and to grant a sub-licence to any Replacement Suppler including any direct competitor of the Supplier to on TTL's, TfL's or the relevant Affiliate's behalf to) use, operate, modify, adapt and develop the Supplier Software and the Software Supporting Materials for the Supplier Software solely for the purposes of (i) the operation of the RTO System and/or any replacement traffic management system in London; and (ii) the exercise by TTL, TfL and their Affiliates of any of their business functions in London (provided that if this Agreement is terminated by TTL due to the occurrence of an Insolvency Event in respect of the Supplier TTL shall have a licence in respect of the Supplier Software and the Software Supporting Materials for the Supplier Software on the licence terms set out in Clause 16.3.1(a)(i));

(iii) a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable licence to (and to grant a sub-licence to any Replacement Suppler including any direct competitor of the Supplier to on TTL's, TfL's or the relevant Affiliate's behalf to) use, operate, configure and (to the extent possible without access to the Source Code) enhance Baseline SCOOT solely for the purposes of (i) the operation of the RTO System and/or any replacement traffic management system in London; and (ii) the exercise by TTL, TfL and their Affiliates of any of their business functions in London (and Clause 16.3.5 shall apply in respect of any support services that TTL may require in connection with Baseline SCOOT);

(b) TTL, TfL, their Affiliates and any Replacement Supplier (including the Users) shall be entitled to use and (where applicable) develop the Third Party Software, Third Party IPR and all related Software Supporting Materials subject to and in accordance with the licence terms approved by TTL pursuant to Clause 16.2, and the Supplier shall provide TTL with such information and assistance as may be necessary to given effect to those terms;

(c) and for the purpose of Clauses 16.3.1(a) and (b) with effect from the relevant date(s) set out in the Exit Plan (or if no date(s) are provided the Expiry Date or the date of early termination of this Agreement):

(i) the Supplier shall deliver to TTL the Specially Written Software, Supplier Software and any Third Party COTS Software which is Open Source Software (but for the avoidance of doubt not Baseline SCOOT) in both Source Code and Object Code forms together with all related Software Supporting Materials on media that is reasonably acceptable to TTL (unless TTL elects to obtain such Software and Software Supporting Materials from the Escrow Agent direct);

(ii) subject to Clause 16.3.1(b), to the extent permitted by the relevant Third Party licence terms the Supplier shall deliver to TTL the Third Party Non-COTS Software and Third Party COTS Software which is not Open Source Software in both Source Code and Object Code forms together with all related Software Supporting Materials on media that is reasonably acceptable to TTL (unless TTL elects to obtain such Software and Software Supporting Materials from the Escrow Agent direct);

(iii) any modifications or developments made by or on behalf of TTL and/or TfL or their Affiliates to any Specially Written Software, Supplier Software, and (subject to Clause 16.3.1(b)) Third Party Software shall be owned by TTL, TfL or the relevant Affiliate and neither TTL, TfL or the relevant Affiliate shall be obliged to provide any such developments or modifications to the Supplier or relevant Third Party;

(iv) unless the Parties agree otherwise in writing or as provided in the relevant Third Party licence terms, the Supplier shall not be obliged to support, maintain or develop for TTL, TfL or their Affiliates the Specially Written Software, Supplier Software, and Third Party Software and TTL, TfL and their Affiliates shall have no rights in or to any modifications or developments made to the same by the Supplier or relevant Third Party; and

(v) where applicable, TTL shall procure that any Replacement Supplier shall execute a confidentiality undertaking in favour of the Supplier and relevant Third Parties on reasonable terms.

16.3.2 If this Agreement is terminated for any reason prior to the Achievement of Milestone MS3C (System Development Complete), with effect from the termination date (or the expiry date of the associated Termination Assistance Period if later) the licence granted by the Supplier in accordance with Clauses 16.1 and 16.2 shall terminate automatically on such date and TTL shall:

(a) immediately cease all use of the Supplier Licensed IPR, the Third Party Non-COTS Software and the Third Party Non-COTS IPR;

(b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Licensed IPR, the Third Party Non-COTS Software and the Third Party Non-COTS IPR provided that if the Supplier has not made an election within six (6) months of the termination of the licence, TTL may destroy the documents and other tangible materials that contain any of the Supplier Licensed IPR, the Third Party Non-COTS Software and the Third Party Non-COTS IPR; and

(c) ensure, so far as reasonably practicable, that any Supplier Licensed IPR, Third Party Non-COTS Software and Third Party Non-COTS IPR that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any TTL or TfL computer, word processor, voicemail system or any other Supplier device containing such Supplier Licensed IPR, Third Party Non-COTS Software and Third Party Non-COTS IPR.

16.3.3 In respect of the licence granted by the Supplier under Clause 16.3.1(a)(i):

(a) TTL shall have the option to forgo its right to commercially exploit the Specially Written Software and/or the Project Specific IPR in exchange for a right to receive an on-going share of any commercial revenue generated by the Supplier in connection with any new business secured by the Supplier and/or any of its Affiliates following the Expiry Date or the date of early termination of this Agreement which involves the use of any Specially Written Software and/or Project Specific IPR.

(b) TTL may exercise this option by providing written notice to the Supplier at any time up to three (3) months following the Expiry Date or the date of early termination of this Agreement.

(c) If TTL provides such notice to the Supplier the Parties shall as soon as is practicable agree (acting reasonably) the basis of the on-going share of the commercial revenue, which shall be based on the most recent commercial revenue sharing model implemented by the Parties pursuant to Schedule 6.5 (Commercial Exploitation).

(d) Following agreement by the Parties of the relevant commercial revenue sharing arrangement the right to commercially exploit the Specially Written Software and/or the Project Specific IPR under Clause 16.3.1(a)(i) shall be deemed to be removed from the scope of the licence and the Supplier shall pay to TTL its on-going share of any commercial revenue as agreed pursuant to this Clause 16.3.3.

(e) For the avoidance of doubt, unless the Parties agree otherwise in writing this Clause 16.3.3 shall not affect any commercial revenue sharing arrangements that may in place between the Parties prior to the Expiry Date or the date of early termination of this Agreement.

16.3.4 At any time following the Expiry Date or the date of early termination of this Agreement, the Supplier may terminate the irrevocable licence granted in respect of:

(a) the Specially Written Software, the Project Specific IPR, the Software Supporting Materials for the Specially Written Software and the Supplier Documentation under Clause 16.3.1(a)(i);

(b) the Supplier Software and the Software Supporting Materials for the Supplier Software under Clause 16.3.1(a)(ii); and/or

(c) Baseline SCOOT under Clause 16.3.1(a)(iii),

by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties in writing) if TTL or relevant licensee identified in this Agreement commits any material breach of the terms of Clause 16.3.1(a)(i) or 16.3.1(a)(ii) or 16.3.1(a)(iii) (as the case may be) which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days (or such other period as agreed by the Parties in writing) after the Supplier gives TTL written notice specifying the breach and requiring its remedy.

16.3.5 In connection with the grant of the licence for Baseline SCOOT in accordance with Clause 16.3.1(a)(iii):

(a) the Supplier agrees that, if required by TTL, the Supplier shall provide support services in respect of Baseline SCOOT on reasonable technical, commercial and financial terms to be agreed by the Parties at the relevant time;

(b) at any time prior to or after the grant of the licence under Clause 16.3.1(a)(iii) TTL may notify the Supplier of its requirements for support services and the Supplier shall provide TTL with a proposal for such support services within five (5) Working Days (or such other period as the Parties may agree in writing). The Supplier shall:

(i) be flexible in determining the most cost-effective support services model for TTL which shall be tailored to fit TTL's support service requirements; and

(ii) treat TTL at least as favourably as the Supplier treats its other customers for services equivalent or similar to the support services;

(c) if the Supplier provides a proposal under Clause 16.3.5(b) the Parties shall endeavour to agree the support service terms as soon as practicable and, if so agreed, the Parties shall comply with their respective obligations under the support service terms; and

(d) the Supplier acknowledges and agrees that it may need to work with any Replacement Supplier in connection with the provision of the support services for Baseline SCOOT, which if applicable the Supplier shall do so in a professional and collaborative manner.

16.4 **Patents**

Where a patent owned by the Supplier is necessarily infringed by the use of the Specially Written Software or the Project Specific IPR by TTL, TfL or any Replacement Supplier, the Supplier hereby grants to TTL, TfL and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Agreement.

17. LICENCES GRANTED BY TTL

17.1 TTL Licensed IPR

17.1.1 Subject to Clause 17.2, TTL hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use the TTL Licensed IPR solely to the extent necessary for the Supplier's performance of this Agreement in accordance with its terms. The Supplier shall not use the TTL Licensed IPR for any other purpose or for the benefit of any person other than TTL and/or TfL.

17.1.2 The Supplier may grant sub-licences to the Sub-contractors to use the TTL Licensed IPR subject to and in accordance with Clause 17.1.1, provided that each such Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 20.

17.1.3 The licence and sub-licenses granted under Clauses 17.1.1 and 17.1.2 are subject to the Supplier assigning (and procuring the assignment by the Sub-contractors and the Affiliates of the Supplier and Subcontractors) to TTL (or, at TTL's direction, such other person as TTL may notify to the Supplier from time to time) by way of a present assignment of future IPR, and with full title guarantee, title to and all rights and interest in all adaptations and modifications made from time to time to any of the TTL Licensed IPR.

17.1.4 The Supplier undertakes to deliver up to TTL the Source Code of any software adaptations and modifications comprising part of the TTL Licensed IPR.

17.2 TfL Image and TfL Image Rights

17.2.1 **Rights granted**

(a) For the purpose of Schedule 6.5 (Commercial Exploitation), TTL hereby grants to the Supplier the right:

(i) to reproduce the TfL Image on or in connection with the RTO System in the Permitted Manner; and

(ii) to use the TfL Image and the TfL Image Rights for the purpose of the commercial exploitation (including the advertisement, promotion, marketing, distribution and sale) of the RTO System in the Territories,

in each case in accordance with this Agreement.

(b) The Supplier shall not make or authorise to be made any representation or do any act which may be taken to indicate that it has any right, title, or interest in or to the ownership of any of the TfL Image Rights or the goodwill subsisting or generated therein and acknowledges that the rights granted under Clause 17.2.1 are by way of licence only and do not confer upon the Supplier any right or interest in the TfL Image Rights other than as set out in this Agreement.

(c) The Supplier shall not do, nor cause or authorise to be done:

(i) anything which shall impair, damage or be detrimental to the reputation or goodwill associated with TTL, TfL, the TfL Image or the TfL Image Rights;

(ii) anything which may adversely affect the value of the TfL Image or the TfL Image Rights; or

(iii) anything which may jeopardise or invalidate any registration or application in relation to the TfL Image or the TfL Image Rights.

(d) This Clause 17.2.1 does not confer upon the Supplier sole or exclusive rights and TTL shall be at liberty to licence other parties to reproduce or use the TfL Image, save that during the Term TTL shall not licence to any third party the right to use the TfL Image on any system similar to the RTO System.

(e) The Supplier agrees that it shall not (and shall ensure that any company that distributes the RTO System on its behalf or with its licence, authorisation or consent shall not) use or incorporate any part of the TfL Image and/or any of the TfL Image Rights in a company name or a trading name or use in any way that suggests a connection with or endorsement by TTL or TfL or in the course of trade other than in the Permitted Manner.

17.2.2 **TfL Image**

(a) TTL shall make the TfL Image available to the Supplier as agreed by the Parties pursuant to Schedule 6.5 (Commercial Exploitation).

(b) The Parties acknowledge and agree that the TfL Image remains the property of TTL or TfL at all times. The TfL Image shall be returned to TTL upon the expiry or early termination of this Agreement for any reason and the Supplier shall not be permitted to use the TfL Image following the Expiry Date or date of early termination of this Agreement. The Supplier shall be liable for any loss of or damage to the TfL Image (including the goodwill and/or reputation subsisting or accruing therein) howsoever caused.

(c) The Supplier acknowledges that any and all goodwill that arises or accrues in relation to the TfL Image through the use of the TfL Image by the Supplier shall accrue automatically to TTL. The Supplier agrees, upon request, to execute all documentation necessary to vest such goodwill in the ownership of TTL or evidence such ownership.

(d) The TfL Image shall not be used for any purpose other than as set out in Clause 17.2.1(a).

(e) The TfL Image shall not be altered in any way without TTL's prior written consent and the Supplier shall ensure that its reproduction on the RTO System shall be a true and exact replica of the TfL Image.

17.3 **Expiry or early termination of this Agreement**

17.3.1 Except as set out in Clause 17.3.2, upon the Expiry Date or the date of early termination of this Agreement for any reason the licence granted pursuant to Clause 17.1.1 and any sub-licence granted by the Supplier in accordance with Clause 17.1.2 shall terminate automatically and the Supplier shall:

(a) immediately cease all use of the TTL Licensed IPR;

(b) at the discretion of TTL, return or destroy documents and other tangible materials that contain any of the TTL Licensed IPR, provided that if TTL has not made an election within six (6) months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the TTL Licensed IPR; and

(c) ensure, so far as reasonably practicable, that any of the TTL Licensed IPR that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such TTL Licensed IPR.

17.3.2 With effect from the Expiry Date or the date of early termination of this Agreement for any reason following the achievement of Milestone MS3C (System Development Complete), TTL hereby grants to the Supplier a perpetual, world-wide, royalty-free, non-exclusive, non-transferable licence to use, operate, modify, develop and commercially exploit any TTL Software that may be incorporated within the RTO System at the Expiry Date or the date of early termination, provided that:

(a) the TTL Software is used only in connection with the RTO System or any other traffic management system, service or solution;

(b) the Supplier shall not assign, novate or otherwise dispose of any of its licence rights to the TTL Software without the prior written consent of TTL;

(c) unless the Parties agree otherwise in writing, following the Expiry Date or the date of early termination of this Agreement, TTL and/or TfL shall have no rights in or to any modifications or developments made by the Supplier to the TTL Software licensed in accordance with this Clause 17.3.2 and the Supplier shall not be obliged to provide TTL or TfL with the same; and

(d) TTL and/or TfL shall not be required to maintain or support the TTL Software used by the Supplier.

18. **IPR INDEMNITIES**

18.1 The Supplier shall at all times, during and after the Term, on written demand indemnify each Indemnified Person, and keep each Indemnified Person indemnified, against all Losses suffered or incurred by, awarded against or agreed to be paid by any Indemnified Person arising from any Supplier IPR Claim.

18.2 If a Supplier IPR Claim is made, or the Supplier anticipates that a Supplier IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

18.2.1 procure for TTL or other relevant Indemnified Person the right to continue using the relevant item which is subject to the Supplier IPR Claim; or

18.2.2 replace or modify the relevant item with non-infringing substitutes provided that:

(a) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

(b) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;

(c) there is no additional cost to TTL or relevant Indemnified Person (as the case may be); and

(d) the terms and conditions of this Agreement shall apply to the replaced or modified Services.

18.3 If the Supplier elects to procure a licence in accordance with Clause 18.2.1 or to modify or replace an item pursuant to Clause 18.2.2, but this has not resolved the Supplier IPR Claim from the date of such modification or replacement, then:

18.3.1 TTL may terminate this Agreement (if subsisting) under Clause 32.1.1 with immediate effect by written notice to the Supplier; and

18.3.2 without prejudice to the indemnity set out in Clause 18.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional reasonable costs of procuring, implementing and maintaining the substitute items.

18.4 TTL shall at all times, during and after the Term, on written demand indemnify the Supplier and keep the Supplier indemnified, against all Losses suffered or incurred by, awarded against or agreed to be paid by the Supplier arising from any TTL IPR Claim.

19. TFL DATA AND SECURITY REQUIREMENTS

19.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to TTL Data.

19.2 The Supplier shall not store, copy, disclose, or use TTL Data except as necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised in writing by TTL.

19.3 To the extent that TTL Data is held and/or processed by the Supplier, the Supplier shall supply that TTL Data to TTL as requested by TTL in the format specified in this Agreement.

19.4 The Supplier shall preserve the integrity of TTL Data and prevent the corruption or loss of TTL Data at all times that the relevant TTL Data is under its control or the control of any Sub-contractor.

19.5 The Supplier shall perform secure back-ups of all TTL Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan. The Supplier shall ensure that such back-ups are available to TTL (or to such other person as TTL may direct) at all times upon request and are delivered to TTL at no less than six (6) monthly intervals (or such other intervals as may be agreed in writing between the Parties).

19.6 The Supplier shall ensure that any system on which the Supplier holds any TTL Data, including back-up data, is a secure system that complies with the requirements of Schedule 2.4 (Security Management).

19.7 If TTL Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, TTL may:

19.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of TTL Data in accordance with Schedule 8.6 (Business Continuity and Disaster Recovery) and the BCDR Plan and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of TTL's notice; and

19.7.2 if the TTL Data is not restored within the timeframe specified in Clause 19.7.1, itself restore or procure the restoration of TTL Data (subject to compliance with the Supplier's or relevant Sub-contractor's reasonable access and security requirements), and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Schedule 8.6 (Business Continuity and Disaster Recovery).

19.8 If at any time the Supplier suspects or has reason to believe that TTL Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify TTL immediately and inform TTL of the remedial action the Supplier proposes to take.

Malicious Software

19.9 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software in the IT Environment (or as otherwise agreed by the Parties).

19.10 Notwithstanding Clause 19.9, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of TTL Data, assist each other to mitigate the impact of the Malicious Software and to restore the Services to their desired operating efficiency.

19.11 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 19.10 shall be borne by the Parties as follows:

19.11.1 by the Supplier where the Malicious Software originates from the Supplier Software, Baseline SCOOT, the Specially Written Software, the Third Party Software supplied by the Supplier (except where TTL has waived the obligation set out in Clause 19.9) or TTL Data (whilst TTL Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by TTL when provided to the Supplier; and

19.11.2 otherwise by TTL.

20. CONFIDENTIALITY

20.1 For the purposes of this Clause 20, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.

20.2 Except to the extent set out in this Clause 20 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:

20.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such

materials are stored and the nature of the Confidential Information contained in those materials);

20.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;

20.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and

20.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

20.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

20.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 21 shall apply to disclosures required under the FOI Legislation;

20.3.2 the need for such disclosure arises out of or in connection with:

(a) any legal challenge or potential legal challenge against TTL and/or TfL arising out of or in connection with this Agreement; or

(b) the examination and certification of TTL's or TfL's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which TTL or TfL is making use of any Services provided, or obligations performed, under this Agreement;

20.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office; or

20.3.4 the Recipient is required to disclose the Confidential Information to the Secretary of State or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London including their employees, agents and sub-contractors.

20.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

20.5 The Supplier may disclose the Confidential Information of TTL on a confidential basis only to:

20.5.1 Supplier Personnel who are directly involved in the performance of this Agreement and need to know the Confidential Information to enable performance of the Supplier's obligations under this Agreement;

20.5.2 its auditors; and

20.5.3 its professional advisers for the purposes of obtaining advice in relation to this Agreement,

provided that where the Supplier discloses Confidential Information of TTL pursuant to this Clause 20.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

20.6 TTL may disclose the Confidential Information of the Supplier to any Affiliate of TTL and on a confidential basis:

20.6.1 to any professional adviser, consultant, supplier or other person engaged for any purpose relating to or connected with this Agreement;

20.6.2 for the purpose of the exercise of its rights under this Agreement, including the Audit Rights, its step-in rights pursuant to Clause 29 and the Exit Management rights; or

20.6.3 to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement.

20.7 For the purpose of Clauses 20.5 and 20.6, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Supplier or on TTL (as applicable) under this Clause 20.

20.8 Nothing in this Clause 20 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in an unauthorised use or disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

21. FREEDOM OF INFORMATION AND TRANSPARENCY

21.1 The Supplier acknowledges that TTL is subject to the requirements of the FOI Legislation and the Transparency Commitment.

21.2 The Supplier shall:

21.2.1 provide all necessary assistance and co-operation as reasonably requested by TTL to enable TTL to comply with its obligations under the FOI Legislation and the Transparency Commitment;

21.2.2 transfer to TTL all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

21.2.3 provide TTL with a copy of all Information held on behalf of TTL which is requested in a Request for Information and which is in its possession or control in the form that TTL requires within five (5) Working Days (or such other period as TTL may reasonably specify) of TTL's request for such Information; and

21.2.4 not respond directly to a Request for Information addressed to TTL unless authorised in writing to do so by TTL.

21.3 The Parties agree that TTL may publish this Agreement in accordance with the Transparency Commitment, but which for such purpose shall exclude the publication of the Commercially Sensitive Information.

21.4 Subject to Clause 21.5, the Supplier acknowledges that TTL may pursuant to the FOI Legislation disclose or publish Information (including this Agreement and Commercially Sensitive Information) without consulting with, or obtaining consent from, the Supplier.

21.5 TTL shall to the extent that it is permissible and reasonably practical for it to do so, notify the Supplier of each Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA), but (notwithstanding any other provision in this Agreement) TTL shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOI Legislation or should otherwise be redacted. TTL shall make the final decision regarding the publication and/or redaction of this Agreement and related Information in connection with the FOI Legislation.

22. PROTECTION OF PERSONAL DATA

22.1 With respect to the Parties' rights and obligations under this Agreement, the Parties acknowledge that the factual arrangement between them shall dictate the classification of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, the Parties anticipate that except in relation to Contact Data as described in Clauses 22.4 to 22.6, TTL is a Controller solely responsible for determining the purposes and manner in which TTL Personal Data is to be Processed, and that the Supplier is a Processor where it is Processing the TTL Personal Data in connection with performing its obligations under this Agreement.

22.2 Both Parties shall comply with all of their respective obligations under the Data Protection Laws which arise in connection with this Agreement.

22.3 At the Effective Date the data protection particulars in respect of the Processing of TTL Personal Data are as follows:

The subject matter and duration of the Processing	Data relating to TTL Personnel. For the Term or in accordance with instructions from TTL
The nature and purpose of the Processing	TTL Personnel access to the RTO System and associated functionality including storage of TTL Personal Data within the RTO System
The type of TTL Personal Data being Processed	Name, online identifier, job title, department/team name, work email address, work phone number
The categories of Data Subjects	TTL Personnel

Contact Data

22.4 The Parties further acknowledge that for the purposes of the Data Protection Laws:

22.4.1 the Supplier shall provide contact data of relevant Supplier Personnel to TTL for use by TTL in its management and administration of, and in order to comply with its obligations under, this Agreement ("**Supplier Contact Data**"); and

22.4.2 TTL shall provide contact data of relevant TTL Personnel to the Supplier for use by the Supplier in its management and administration of, and in order to comply with its obligations under, this Agreement ("**TTL Contact Data**").

22.5 For the purpose of this Agreement the Parties agree that:

22.5.1 the Supplier shall be the Controller of:

(a) the Supplier Contact Data for its own internal business purposes; and

(b) the TTL Contact Data where it is Processed by the Supplier in accordance with Clause 22.4.2; and

22.5.2 TTL shall be the Controller of:

(a) the TTL Contact Data for its own internal business purposes; and

(b) the Supplier Contact Data where it is Processed by TTL in accordance with Clause 22.4.1.

22.6 Each Party:

22.6.1 shall Process the other Party's Contact Data for the purposes set out in Clause 22.4 in accordance with that Party's relevant privacy policy. Each Party may be required to share the other Party's Contact Data referred to in Clause 22.4 with its Affiliates and other relevant parties, within or outside the country of origin, in order to carry out the activities specified in Clause 22.4, but in doing so, each Party will ensure that the sharing and use of the Contact Data complies with the Data Protection Laws;

22.6.2 shall make available to the other Party a copy of their applicable privacy policy and the receiving party shall ensure that this policy is provided to the applicable persons whose Contact Data has been shared with the other Party for the purposes set out in this Agreement; and

22.6.3 warrants, represents and undertakes to the other that it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring its Contact Data in accordance with this Agreement.

Processor Obligations

22.7 To the extent that the Supplier is acting as a Processor for and on behalf of TTL (as the Controller) in relation to this Agreement (including pursuant to Clause 22.3), the Supplier shall:

22.7.1 Process TTL Personal Data for and on behalf of TTL for the purposes of performing its obligations under this Agreement, and only in accordance with the terms of this Agreement and any instructions from TTL;

22.7.2 unless prohibited by law, notify TTL immediately (and in any event within twenty four (24) hours of becoming aware of the same) if it considers, in its opinion (acting reasonably) that it is required by Law to act other than in accordance with the instructions of TTL, including where it believes that any of TTL's instructions under Clause 22.7.1 infringes any of the Data Protection Laws;

22.7.3 implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed by the security requirements set out in Schedule 2.4 (Security Management);

22.7.4 maintain, and make available to TTL upon its request, documentation which describes the Processing operations for which it is responsible under this Agreement (including the purpose, methodology and location of the Processing);

22.7.5 take all reasonable steps to ensure the reliability and integrity of any of the Supplier Personnel who shall have access to TTL Personal Data, and ensure that each such member of the Supplier Personnel:

(a) shall have entered into appropriate binding confidentiality undertakings;

(a) understands and complies with any relevant obligations created by this Agreement and/or the Data Protection Laws; and

(b) receives adequate training in relation to the use, care, protection and handling of TTL Personal Data;

22.7.6 not disclose TTL Personal Data to any third party in any circumstances without TTL's prior written consent, save in relation to Third Party Requests where the Supplier is prohibited by Law from notifying TTL, in which case it shall use reasonable endeavours to advise TTL in advance of such disclosure and in any event as soon as practicable thereafter;

22.7.7 not make (nor instruct or permit a third party to make) a Data Transfer without the prior written consent of TTL, such consent being subject to such additional terms as may be determined by TTL;

22.7.8 notify TTL promptly (and in any event within forty eight (48) hours) following its receipt of any Data Subject Access Request or ICO Correspondence and shall:

(a) not disclose any TTL Personal Data in response to any Data Subject Access Request or ICO Correspondence without TTL's prior written consent; and

(b) provide TTL with all reasonable co-operation and assistance required by TTL in relation to any such Data Subject Access Request or ICO Correspondence;

22.7.9 notify TTL promptly (and in any event within 24 hours) upon becoming aware of any actual or suspected, threatened or 'near miss' Personal Data Breach, and:

(a) implement any reasonable measures necessary to restore the security of compromised TTL Personal Data;

(b) assist TTL to make any notifications to the ICO and affected Data Subjects; and

(c) keep TTL properly and regularly informed in writing until the Personal Data Breach has been resolved to the satisfaction of TTL;

22.7.10 not Process TTL Personal Data in such a way as to:

(a) place TTL or TfL in breach of Data Protection Laws;

(b) expose TTL or TfL to the risk of actual or potential liability to the ICO or any Data Subject; and/or

(c) expose TTL or TfL to reputational damage including adverse publicity;

22.7.11 except to the extent required by Law, upon the earlier of:

(a) the expiry or early termination of this Agreement (as applicable); and/or

(b) the date on which TTL Personal Data is no longer relevant to, or necessary for the performance of, this Agreement,

the Supplier shall cease Processing all TTL Personal Data and return and/ or permanently and securely destroy so that it is not longer retrievable (as directed in writing by TTL) all TTL Personal Data and all copies in its possession or control.

22.7.12 comply with the obligations imposed upon a Processor under the Data Protection Laws; and

22.7.13 use all reasonable endeavours, in accordance with Good Industry Practice, to assist TTL to comply with the obligations imposed on TTL by the Data Protection Laws, including:

(a) compliance with the security requirements set out in Schedule 2.4 (Security Management);

(b) obligations relating to notifications required by the Data Protection Laws to the ICO and/ or any relevant Data Subjects; and

(c) undertaking any Data Protection Impact Assessments (and, where required by the Data Protection Laws, consulting with the ICO in respect of any such Data Protection Impact Assessments).

22.8 Notwithstanding anything in this Agreement to the contrary, this Clause 22 shall continue in full force and effect for so long as the Supplier Processes any TTL Personal Data.

23. PUBLICITY

23.1 Subject to Clause 23.3, and whether or not any restriction contained in Clause 20 is disapplied pursuant to Clause 23.2, the Supplier shall not, and shall procure that the Supplier Personnel and the Sub-contractors do not, make any announcement (including, without limitation, any communication to the public, to any clients or suppliers of either Party or to all or any of the employees of either Party or to representatives of the press, television, radio or other media) concerning the existence, provisions or subject matter of this Agreement or containing any information about TTL or TfL (including, without limitation, Confidential Information) without the prior written approval of TTL.

23.2 TTL shall have the absolute discretion in deciding whether to give its consent as referred to in this Clause 23.

23.3 Clause 23.1 shall not apply if and to the extent that such announcement is required by Law or by any securities exchange or regulatory or Governmental body having jurisdiction over either Party (including but, not limited to, the Financial Conduct Authority, the London Stock Exchange, The Panel on Takeovers and Mergers and the Serious Fraud Office) and whether or not the requirement has the force of law and provided that (unless prohibited by Law) any such announcement will be made only after consultation with the other Party.

23.4 The obligations and restrictions contained in this Clause 23 shall survive termination of this Agreement and continue without limit of time.

SECTION G – LIABILITY, INDEMNITIES AND INSURANCE

24. LIMITATIONS ON LIABILITY

Unlimited Liability

24.1 Neither Party limits its liability for:

24.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable);

24.1.2 fraud or fraudulent misrepresentation by it or its employees;

24.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

24.1.4 any liability to the extent it cannot be limited or excluded by Law.

24.2 The Supplier's liability in respect of:

24.2.1 any breach of Clause 16.2.4 in respect of Open Source Software or Clause 22 in respect of TTL Personal Data; and

24.2.2 the indemnities in Clause 9.5 (VAT), Clause 13.7 (Employment Indemnity), Clause 13.8 (Income Tax and National Insurance Contributions), Clause 18 (IPR Indemnities), Clause 24.12 (Exploitation Business), Clause 28A.4 (Enhanced Co-Operation Rights), Clause 38.6 (Prevention of Fraud and Bribery) and Schedule 9.1 (Staff Transfer),

shall (subject to Clause 24.7) be unlimited.

24.3 TTL's liability in respect of the indemnities in Clause 13.7 (Employment Indemnity), Clause 17 (IPR Indemnities) and Schedule 9.1 (Staff Transfer) shall (subject to Clause 24.7) be unlimited.

Financial and Other Limits

24.4 Subject to Clauses 24.1, 24.2, 24.7 and 24.8 and in addition to the Supplier's obligation to pay TTL actual commercial exploitation revenue properly due and payable to TTL in accordance with this Agreement, the Supplier's aggregate liability:

24.4.1 in respect of loss of or damage to TTL Sites or other property or assets of TTL and/or TfL (including technical infrastructure, assets or equipment but excluding any loss or damage to TTL Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed five million pounds sterling (£5,000,000);

24.4.2 in respect of Service Credits shall (subject to Clause 7.3) be subject to the Service Credit Cap;

24.4.3 in respect of all Losses (excluding Losses covered by Clauses 24.4.1 and 24.4.2) suffered or incurred by TTL and/or TfL arising solely out of or in connection with Defaults by the Supplier in respect of:

(a) the provision of the Transition Services (including the repayment by the Supplier of any Milestone Payments in accordance with Clauses 33.6 or 33.7) shall in no event exceed the greater of:

(i) an amount equal to 150% of the Milestone Payments for the Transition Services paid and/or due to be paid to the Supplier under this Agreement; and

(ii) ten million pounds sterling (£10,000,000);

(b) the provision of the Support Services during:

(i) the first Support Year shall in no event exceed one million pounds sterling (£1,000,000); and

(ii) any subsequent Support Year shall in no event exceed an amount equal to 150% of the Support Charges paid and/or due to be paid to the Supplier under this Agreement during the Support Year immediately preceding the occurrence of the Default;

(c) except where agreed otherwise by the Parties in the relevant Agreed Project Proposal, the delivery of each Roadmap Project and Innovation Project in accordance with the relevant Agreed Project Proposal shall in no event exceed 150% of the payments for such delivery paid and/or due to be paid by TTL to the Supplier under the Agreed Project Proposal; and

24.4.4 in respect of all other Losses suffered or incurred by TTL and/or TfL under or in connection with this Agreement as a result of Defaults by the Supplier (including in relation to Defaults occurring after the end of the Term) shall in no event exceed five million pounds sterling (£5,000,000),

provided that:

24.4.5 where any Losses referred to in Clauses 24.4.3 and/or 24.4.4 have been suffered or incurred by TTL and/or TfL as a result of the Supplier's abandonment of this Agreement or the Supplier's wilful default, wilful breach of a fundamental term of this Agreement or wilful repudiatory breach of this Agreement, the reference in Clause 24.4.3(a)(i) to 150% shall be deemed to be a reference to 200%, the reference in Clause 24.4.3(a)(ii) to ten million pounds sterling (£10,000,000) shall be deemed to be a reference to thirteen million pounds sterling (£13,000,000), the reference in Clause 24.4.3(b)(i) to one million pounds sterling (£1,000,000) shall be deemed to be a reference to one million three hundred thousand pounds sterling (£1,300,000), the references in Clauses 24.4.3(b)(ii) and 24.4.3(c) to 150% shall be deemed to be references to 200% and the reference in Clause 24.4.4 to five million pounds sterling (£5,000,000) shall be deemed to be a reference to seven million pounds sterling (£7,000,000); and

24.4.6 without prejudice to the Supplier's liability to pay TTL (i) actual commercial exploitation revenue; and (ii) any amount in respect of the Guaranteed Minimum Revenue as may in each case be properly due and payable to TTL in accordance with Schedule 6.5 (Commercial Exploitation) of this Agreement, the Supplier shall not be liable for any failure to meet any forecast revenue or sales determined by the Parties as part of the operation of the Exploitation Business.

24.5 Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under Clauses 24.4.3 and 24.4.4.

24.6 Subject to Clauses 24.1, 24.3 and 24.7 and without prejudice to TTL's obligation to pay the Charges as and when they fall due for payment, TTL's aggregate liability in respect of all Losses suffered or incurred by the Supplier, its Affiliates and its Sub-contractors under or in connection with this Agreement as a result of Defaults by TTL or TfL (including in relation to Defaults occurring after the end of the Term where the Default relates to a provision pursuant to Clause 33.1) shall in no event exceed:

24.6.1 five million pounds sterling (£5,000,000); and

24.6.2 provided that, subject to Clause 24.6.1, such liability shall in no event exceed one million pounds sterling (£1,000,000) in any Contract Year.

Consequential Losses

24.7 Subject to Clauses 24.1 and 24.8, neither Party shall be liable to the other Party for:

24.7.1 any indirect, special or consequential Loss; or

24.7.2 without prejudice to the Supplier's liability to pay TTL actual commercial exploitation revenue properly due and payable to TTL in accordance with this Agreement, any loss of profits, income, revenue, turnover, anticipated savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

24.8 Notwithstanding Clause 24.7 but subject to Clause 24.4, the Supplier acknowledges that TTL may, amongst other things, recover from the Supplier the following Losses suffered or incurred by TTL or TfL to the extent that they arise as a result of a Default by the Supplier:

24.8.1 any reasonable additional operational and/or administrative costs and expenses incurred by TTL or TfL, including reasonable costs relating to time necessarily spent by or on behalf of TTL or TfL in dealing with the consequences of the Default;

24.8.2 any wasted expenditure incurred by TTL in performing its obligations under this Agreement;

24.8.3 the additional cost of running a procurement to appoint a Replacement Supplier for Replacement Services for the remainder of the Term and/or replacement Deliverables, along with any costs associated with the provision of such Replacement Services and/or replacement Deliverables which exceed the costs which would have been payable under this Agreement;

24.8.4 any reasonable compensation paid to a third party by TTL or TfL in connection with the SITS Programme;

24.8.5 any fine or penalty incurred by TTL or TfL pursuant to Law and any costs incurred by TTL or TfL in defending any proceedings which result in such fine or penalty; and

24.8.6 the additional cost incurred by TTL and/or TfL in extending or procuring replacement arrangements for the support of TfL's existing UTC/SCOOT System beyond the Milestone Date for Milestone 7B (which, for the avoidance of doubt, shall not include the costs of the replacement of the UTC/SCOOT System with an alternative solution).

Conduct of Indemnity Claims

24.9 Where under this Agreement one Party indemnifies the other Party, the Parties shall comply with the provisions of Schedule 8.7 (Conduct of Claims) in relation to the conduct of claims made by a third person against the Party having (or claiming to have) the benefit of the indemnity.

Mitigation

24.10 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered or incurred arising out of or in connection with this Agreement, including any Losses for which

the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Agreement.

Losses suffered or incurred by TfL

24.11 Any Losses suffered or incurred by TfL in connection with this Agreement in TfL's capacity as a beneficiary of the performance of this Agreement under Clause 5.14 and which has been caused or contributed to by any Default by the Supplier shall for the purpose of this Agreement be deemed to be Losses suffered or incurred by TTL, which the Supplier shall be liable for and which shall be recoverable by TTL on behalf of TfL in each case subject to and in accordance with this Clause 24 and this Agreement and to the same extent as if the Losses had been suffered or incurred by TTL. For the avoidance of doubt, the limitations on the Supplier's liability set out in this Clause 24 shall apply to the Losses suffered or incurred by TTL and/or TfL in aggregate.

Exploitation Business

24.12 Except to the extent agreed otherwise by the Parties in writing, the Supplier shall be responsible for entering into contracts with the Exploitation Customers in respect of the exploitation of the RTO System and TTL and TfL shall have no liability whatsoever to the Supplier, any of the Supplier's sub-contractors or agents, or any Exploitation Customer in respect of the Supplier's performance of such contracts and/or the conduct of the Supplier or relevant sub-contractors or agents in relation to the operation of the Exploitation Business. The Supplier shall indemnify TTL and TfL against any Losses suffered or incurred by TTL and/or TfL arising from the Supplier's performance of such contracts and/or the conduct of the Supplier or relevant sub-contractors or agents in relation to the operation of the Exploitation Business. This Clause 24.12 shall not limit TTL's liability for the performance of any of its Exploitation Business obligations set out in, or agreed by the Parties in writing pursuant to, this Agreement subject to and in accordance with the terms of this Agreement.

25. INSURANCE

The Supplier shall comply with the provisions of Schedule 2.5 (Insurance Requirements) in relation to obtaining and maintaining insurance.

SECTION H – REMEDIES AND RELIEF

26. DUTY TO WARN

If the Supplier has reasonable grounds to believe that any development of which the Supplier becomes aware (including a failure on the part of the Supplier to carry out its relevant obligations under this Agreement) will have, or threatens to have, a material impact on its ability to carry out the Services or deliver any Roadmap Project or Innovation Project under this Agreement, or TTL's and/or TfL's ability to receive or use the Services or the Roadmap Project or Innovation Project effectively or in compliance with applicable Law, the Supplier shall without delay notify TTL and shall ensure that it provides such information to TTL in advance of any discussions with any third party in relation to the relevant circumstances or risks.

27. CORRECTIVE ACTION

27.1 If TfL determines that a Default by the Supplier in respect of the Services (including in respect of any Delay caused or contributed by the Supplier) or the delivery of any Roadmap Project or Innovation Project has occurred or is reasonably likely to occur, TTL may issue a notice to the Supplier stating the reason or reasons why TTL believes that the Supplier is not complying, or is not reasonably likely to comply, with the relevant obligations under this Agreement (a "**Corrective Action Notice**").

27.2 Following receipt of a Corrective Action Notice issued by TTL pursuant to Clause 27.1 the Supplier shall respond to TTL with a plan within five (5) Working Days:

27.2.1 stating the action(s) which the Supplier proposes to take in order to correct or avoid the non-compliance described in the Correction Action Notice and the timescale for completing the action(s); or

27.2.2 providing an alternative proposal for achieving the objective(s) set out in the Corrective Action Notice together with a timescale and reasoned explanation,

(a "**Corrective Action Plan**").

27.3 The Supplier shall promptly provide to TTL any further documentation that TTL reasonably requires to assess the Corrective Action Plan.

27.4 TTL shall consider the Corrective Action Plan and may, at its sole discretion and without prejudice to any other rights or remedies of TTL under this Agreement or at Law, instruct the Supplier to implement the Corrective Action Plan (subject to any amendments to the plan as are agreed by TTL and the Supplier).

Corrective Action Plan Failure

27.5 Each of the following events shall be a "**Corrective Action Plan Failure**" for the purpose of this Agreement:

27.5.1 the Supplier fails to submit a Corrective Action Plan in accordance with Clause 27.2;

27.5.2 the Supplier fails to perform a Corrective Action Plan in accordance with its terms; and

27.5.3 the relevant Default by the Supplier is not resolved or is in TTL's reasonable opinion unlikely to be resolved within thirty (30) days (or such other period as may be agreed between the Parties).

28. RECTIFICATION PLAN PROCESS

28.1 In the event that:

28.1.1 a Corrective Action Plan Failure occurs;

28.1.2 there is, or is reasonably likely to be, a failure to Achieve:

(a) Milestone MS7A and/or Milestone MS7B by the associated Milestone Date;

(b) any milestone relating to the delivery of any Roadmap Project or Innovation Project in accordance with the relevant Agreed Project Proposal;

28.1.3 a Critical Service Failure occurs;

28.1.4 the Services do not meet any RTO System Requirement;

28.1.5 the Supplier fails to comply with its obligations set out in Clauses 5.6.1 or 5.6.2 within the specified or agreed timeframe pursuant to Clause 5.6; and/or

28.1.6 the Supplier commits a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default),

(each a "**Notifiable Default**"), the Supplier shall notify TTL of the Notifiable Default as soon as practicable but in any event within three (3) Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, TTL may not terminate this Agreement in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

Submission of the draft Rectification Plan

28.2 The Supplier shall submit a draft Rectification Plan to TTL for Approval as soon as possible and in any event within five (5) Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to Clause 28.1 (or after any notification by TTL that a Notifiable Default has occurred). The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

28.3 The draft Rectification Plan shall set out:

28.3.1 full details of the Notifiable Default that has occurred, including a root cause analysis;

28.3.2 the actual or anticipated effect of the Notifiable Default; and

28.3.3 the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).

28.4 The Supplier shall promptly provide to TTL any further documentation that TTL reasonably requires to assess the Supplier's root cause analysis.

Approval of the Rectification Plan

28.5 If TTL Approves the Rectification Plan:

28.5.1 the Supplier shall immediately start work on the actions set out in the Rectification Plan; and

28.5.2 TTL may no longer terminate this Agreement in whole or in part on the grounds of the relevant Notifiable Default.

28A ENHANCED CO-OPERATION RIGHTS

28A.1 If a Rectification Plan Failure occurs, TTL may give to the Supplier an Enhanced Co-operation Notice giving reasonable details of the Notifiable Default which has not been resolved through the Rectification Plan Process (being an "**Enhanced Co-operation Event**") and requiring a meeting between the Commercial Manager and the Contract Manager to discuss the Enhanced Co-operation Event. If TTL serves an Enhanced Co-operation Notice, then the Supplier shall, as directed by TTL and at no additional cost to TTL:

28A.1.1 provide all necessary assistance, information and co-operation requested by TTL in connection with the remedy of the Enhanced Co-operation Event;

28A1.2 devote additional resources and Supplier Personnel to the resolution of the Enhanced Co-operation Event;

28A1.3 permit TTL to attend relevant Supplier Sites upon notice during a Working Day and submit to such observation and monitoring as TTL considers reasonable and proportionate in respect of the Notifiable Default and the Supplier's implementation of the Rectification Plan;

28A1.4 implement any reasonable recommendations made by TTL within the timescales given by TTL;

28A1.5 notify TTL of internal meetings of the Supplier in which the Notifiable Default is discussed and give TTL the opportunity to attend such internal meetings;

28A1.6 copy TTL in on all electronic communications made by the Supplier in relation to the Notifiable Default;

28A1.7 report to TTL on its implementation of the Rectification Plan; and

28A1.8 take any other steps that TTL reasonably considers necessary or expedient in order to mitigate or rectify the Enhanced Co-operation Event,

with TTL's rights under this Clause 28A.1 being its "**Enhanced Co-operation Rights**" in relation to such Enhanced Co-operation Event.

28A.2 For the avoidance of doubt, TTL may exercise its Enhanced Co-operation Rights pursuant to Clause 28A.1 prior to the completion of the relevant Enhanced Co-Operation Rights in relation to matters which are subject to a Rectification Plan (if, in its reasonable opinion, the relevant Notifiable Default is unlikely to be remedied by the Supplier's activities under the Rectification Plan).

28A.3 The Supplier shall consult and co-operate with any Third Party nominated by TTL in relation to the exercise of its Enhanced Co-operation Rights.

28A.4 The Supplier shall indemnify TTL for all reasonable incremental costs, liability and expenses incurred by TTL in relation to the resolution of an Enhanced Co-operation Event, including any amounts paid or payable by TTL to any Third Party it engages in relation thereto.

28A.5 TTL shall cease exercising its Enhanced Co-operation Rights upon the resolution of the Enhanced Co-operation Event (or at such earlier time as TTL notifies to the Supplier in writing). Notwithstanding such cessation, the Supplier shall continue to implement any Rectification Plan which is still in effect on such date.

28A.6 TTL's exercise of its Enhanced Co-operation Rights shall not prejudice the Supplier's obligation to satisfactorily and expeditiously resolve any Notifiable Default.

28A.7 If:

28A.7.1 the Supplier:

(a) fails to perform any of the steps required by TTL in an Enhanced Co-operation Notice; or

(b) is in Default of any of its obligations under Clause 28A.1; or

28A7.2 the relevant Enhanced Co-operation Event is not rectified within fifteen (15) Working Days of the Enhanced Co-operation Notice,

TTL shall be entitled, at its sole option, to either:

28A.7.3 terminate this Agreement pursuant to Clause 32.1.1; or

28A.7.4 exercise its Step-In Rights in accordance with Clause 29.

29. STEP-IN RIGHTS

29.1 On the occurrence of a Step-In Trigger Event, TTL may serve notice on the Supplier (a "**Step-In Notice**") that it will be taking action under this Clause 29, either itself or with the assistance of a third party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to Clause 20). The Step-In Notice shall set out the following:

29.1.1 the action TTL wishes to take and in particular the Services that it wishes to control (the "**Required Action**");

29.1.2 the Step-In Trigger Event that has occurred;

29.1.3 the date on which it wishes to commence the Required Action;

29.1.4 the time period which it believes will be necessary for the Required Action;

29.1.5 whether TTL will require access to the Supplier Sites; and

29.1.6 to the extent practicable, the impact that TTL anticipates the Required Action will have on the Supplier's obligations to provide the Services during the period that the Required Action is being taken.

29.2 Following service of a Step-In Notice, TTL shall:

29.2.1 take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;

29.2.2 keep records of the Required Action taken and provide information about the Required Action to the Supplier;

29.2.3 co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which TTL is not assuming control; and

29.2.4 act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of TTL's rights under this Clause 29.

29.3 For so long as and to the extent that the Required Action is continuing, then:

29.3.1 the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;

29.3.2 no Deductions shall be applicable in relation to Charges in respect of Services that are the subject of the Required Action and the provisions of Clause 29.4 shall apply to Deductions from Charges in respect of other Services; and

29.3.3 TTL shall pay to the Supplier the Charges after subtracting any applicable Deductions and TTL's costs of taking the Required Action.

29.4 If the Supplier demonstrates to the reasonable satisfaction of TTL that the Required Action has resulted in:

29.4.1 the degradation of any Services not subject to the Required Action; or

29.4.2 the non-Achievement of a Milestone,

beyond that which would have been the case had TTL not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.

29.5 Before ceasing to exercise its step in rights under this Clause 29 TTL shall deliver a written notice to the Supplier (a "**Step-Out Notice**"), specifying:

29.5.1 the Required Action it has actually taken; and

29.5.2 the date on which TTL plans to end the Required Action (the "**Step-Out Date**") subject to TTL being satisfied with the Supplier's ability to resume the provision of the Services and the Supplier's plan developed in accordance with Clause 29.6.

29.6 The Supplier shall, following receipt of a Step-Out Notice and not less than twenty (20) Working Days prior to the Step-Out Date, develop for TTL's Approval a draft plan (a "**Step-Out Plan**") relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services comply with the relevant terms in this Agreement.

29.7 If TTL does not Approve the draft Step-Out Plan, TTL shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to TTL for TTL's Approval. TTL shall not withhold or delay its Approval of the draft Step-Out Plan unnecessarily.

29.8 The Supplier shall bear its own costs in connection with any step-in by TTL under this Clause 29.

30. RELIEF EVENTS

30.1 Notwithstanding any other provision of this Agreement, if the Supplier has failed to:

30.1.1 Achieve a Milestone by its Milestone Date;

30.1.2 provide the Support Services in accordance with the Performance Levels; and/or

30.1.3 comply with its obligations under this Agreement,

(each a "**Supplier Non-Performance**"),

and can demonstrate that the Supplier Non-Performance was caused or materially contributed to by a Relief Event, then (subject to the Supplier fulfilling its obligations in this Clause 30):

(a) the Supplier shall not be treated as being in breach of this Agreement to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused or materially contributed to by a Relief Event;

(b) TTL shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance:

(i) to terminate this Agreement pursuant to Clause 32.1.1; or

(ii) to take action pursuant to Clause 29;

(c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:

(i) either:

(1) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused or materially contributed to by a Relief Event; or

(2) if TTL (acting reasonably) considers it appropriate, TTL shall issue a Milestone Achievement Certificate for those aspects of the Milestone Achievement Criteria that have been Achieved by the Milestone Date in accordance with paragraph 7 of Schedule 6.1 (Transition); and

(ii) if TTL (acting reasonably) considers it appropriate, Schedule 6.1 (Transition) and the Transition Plan shall be amended to reflect any consequential revisions required to subsequent Milestones and/or Milestone Dates resulting from the Relief Event;

(d) where the Supplier Non-Performance constitutes a Performance Failure:

(i) the Supplier shall not be liable to accrue Service Credits;

(ii) the Supplier shall be entitled to invoice TTL for the Support Charges for the relevant Support Services affected by the Relief Event,

in each case, to the extent that the Supplier can demonstrate that the Performance Failure was caused or materially contributed to by the Relief Event.

30.2 In order to claim any of the rights and/or relief referred to in this Clause 30, the Supplier shall as soon as reasonably practicable (and in any event within ten (10) Working Days or such other period as may be agreed by the Parties in writing) after becoming aware that the relevant Relief Event has caused or materially contributed to, or is reasonably likely to cause or materially contribute to, a Supplier Non-Performance, give TTL notice (a "**Relief Notice**") setting out details of:

30.2.1 the Supplier Non-Performance;

30.2.2 the Relief Event and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Agreement;

30.2.3 any steps which TTL can take to eliminate or mitigate the consequences and impact of such Relief Event; and

30.2.4 the relief claimed by the Supplier.

30.3 Following the receipt of a Relief Notice, TTL shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Relief Event and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Relief Event and its entitlement to relief, consulting with the Supplier where necessary.

30.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Relief Event, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

30.5 Without prejudice to Clause 5.8, if a Dispute arises as to:

30.5.1 whether a Supplier Non-Performance would not have occurred but for a Relief Event; and/or

30.5.2 the nature and/or extent of the relief claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

30.6 Any Contract Change that is required to Schedule 6.1 (Transition) or to the Charges pursuant to this Clause 30 shall be implemented in accordance with the Change Control Procedure.

31. FORCE MAJEURE

31.1 Subject to the remaining provisions of this Clause 31 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule 8.6 (Business Continuity and Disaster Recovery)), a Party may claim relief under this Clause 31 from liability for failure to meet its obligations under this Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

31.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

31.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 31 to the extent that consequences of the relevant Force Majeure Event:

31.3.1 are capable of being mitigated by the performance of the Supplier's obligations under this Agreement including the provision of the BCDR Services, but the Supplier has failed to do so; and/or

31.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Agreement.

31.4 Subject to Clause 31.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued performance of the obligations under this Agreement affected by the Force Majeure Event.

31.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

31.6 Where, as a result of a Force Majeure Event:

31.6.1 an Affected Party fails to perform its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event:

(a) the other Party shall not be entitled to exercise any rights to terminate this Agreement in whole or in part as a result of such failure other than pursuant to Clause 32.1.2 or Clause 32.3.2; and

(b) neither Party shall be liable for any Default arising as a result of such failure;

31.6.2 the Supplier fails to perform its obligations in accordance with this Agreement:

(a) TTL shall not be entitled:

(i) during the continuance of the Force Majeure Event to exercise its rights under Clause 29 as a result of such failure;

(ii) to receive Service Credits to the extent that a Performance Failure has been caused by the Force Majeure Event; and

(b) the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the relevant obligations continue to be performed in accordance with the terms of this Agreement during the occurrence of the Force Majeure Event.

31.7 The Affected Party shall resume full performance of its obligations under this Agreement upon the later of (i) the cessation of the Force Majeure Event; or (ii) the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement, and shall notify the other Party of the same.

31.8 Relief from liability for the Affected Party under this Clause 31 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 31.7.

SECTION I – TERMINATION AND EXIT MANAGEMENT

32. TERMINATION RIGHTS

Termination by TTL

32.1 TTL may terminate this Agreement by issuing a Termination Notice to the Supplier:

32.1.1 if a Supplier Termination Event occurs; or

32.1.2 if a Force Majeure Event endures for a continuous period of more than ninety (90) days.

32.2 Where TTL:

32.2.1 is terminating this Agreement under Clause 32.1.1 due to the occurrence of either limb (b) and/or (f) of the definition of Supplier Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default; and/or

32.2.2 has the right to terminate this Agreement under Clause 32.1.1 or Clause 32.1.2, it may, prior to or instead of terminating the whole of this Agreement, serve a Termination Notice requiring the partial termination of this Agreement to the extent that it relates to any part of this Agreement which is materially affected by the relevant circumstances, in which case Clause 32.5 shall apply.

Termination by the Supplier

32.3 The Supplier may, by issuing a Termination Notice to TTL, terminate:

32.3.1 this Agreement if TTL fails to pay an undisputed sum due to the Supplier under this Agreement which in aggregate exceeds the total amount of the undisputed Charges paid or payable in respect of three (3) consecutive Periods and such sum remains outstanding forty (40) Working Days after the receipt by TTL of a notice of non-payment from the Supplier; or

32.3.2 any part of this Agreement that is materially impacted by a Force Majeure Event that endures for a continuous period of more than ninety (90) days,

and this Agreement or the relevant part (as the case may be) shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice). If the operation of Clause 32.3.2 would result in a partial termination, the provisions of Clause 32.4 shall apply.

Partial Termination by the Supplier

32.4 If the Supplier notifies TTL pursuant to Clause 32.3.2 that it intends to terminate this Agreement in part and TTL, acting reasonably, believes that the effect of such partial termination is to render the remainder of this Agreement incapable of meeting a significant part of the TTL Requirements or Transformation, then TTL shall be entitled to terminate the remaining part of this Agreement by serving a Termination Notice to the Supplier within one (1) month of receiving the Supplier's Termination Notice. For the purpose of this Clause 32.4, in assessing the significance of any part of the TTL Requirements or Transformation, regard shall be had not only to the proportion of that part to the TTL Requirements or Transformation as a whole, but also to the importance of the relevant part to TTL.

Consequences of Partial Termination by either Party

32.5 Subject to Clause 32.4, the Parties shall agree the scope of any Contract Change necessitated by a partial termination in accordance with the Change Control Procedure, including the impact the partial termination may have on any other obligation in this Agreement and the Charges, provided that:

32.5.1 the Supplier shall not be entitled to an increase in the Charges in respect of the parts of this Agreement that have not been terminated if the partial termination arises due to the occurrence of a Supplier Termination Event;

32.5.2 any adjustment to the Charges (if any) shall be calculated in accordance with the Financial Reports and must be reasonable; and

32.5.3 the Supplier shall not be entitled to reject the relevant Contract Change.

33. CONSEQUENCES OF EXPIRY OR TERMINATION

Survival

33.1 The provisions of:

33.1.1 Clauses 5.7 (Supplier Software, Baseline SCOOT and Specially Written Software Warranty), 9.4 and 9.5 (VAT), 9.6 and 9.7 (Set-off and Withholding), 11 (Records, Reports, Audits and Open Book Data), 13.7 (Employment Indemnity), 13.8 (Income Tax and National Insurance Contributions), 15 (Intellectual Property Rights), 16.3 (Licences Granted by the Supplier), 17.3 (Licences Granted by TTL), 18 (IPR Indemnities), 20 (Confidentiality), 21 (Freedom of Information and Transparency), 22 (Protection of Personal Data), 24 (Limitations on Liability), 33 (Consequences of Expiry or Termination), 39 (Severance), 41 (Entire Agreement), 42 (Third Party Rights), 47 (Disputes) and 48 (Governing Law and Jurisdiction);

33.1.2 Schedule 1 (Definitions) and paragraphs 8 and 15 of Schedule 2.6 (Responsible Procurement);

33.1.3 Schedule 6.5 (Commercial Exploitation) and the operation of the Exploitation Business insofar as they are relevant to the operation of Clauses 16.3.3 and/or 33.8;

33.1.4 Schedules 7.1 (Charges and Invoicing), 7.3 (Financial Reports and Audit Rights), 8.3 (Dispute Resolution Procedure), 8.4 (Records), 8.5 (Exit Management) and 9.1 (Staff Transfer); and

33.1.5 any applicable Agreed Project Proposal which extends beyond the termination or expiry of this Agreement (and which is not itself being terminated early) and any provision of this Agreement which is required to give effect to the relevant Agreed Project Proposal,

shall survive the termination or expiry of this Agreement.

Exit Management

33.2 The Parties shall comply with the provisions of Schedule 8.5 (Exit Management) and any current Exit Plan in relation to orderly transition of this Agreement to TTL or a Replacement Supplier.

Payments by TTL

33.3 If this Agreement is terminated (in part or in whole) by TTL pursuant to Clauses 32.1.1, 32.1.2 and/or 32.2, or the Term expires, the only payments that TTL shall be required to make as a result of such termination (whether by way of compensation or otherwise) are:

33.3.1 payments in respect of any Supplier Assets or apportionments in accordance with Schedule 8.5 (Exit Management); and

33.3.2 payments in respect of unpaid Charges for the performance of this Agreement received up until the Termination Date (or the expiry date of any associated Termination Assistance Period if later).

33.4 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Agreement for a continuing Force Majeure Event pursuant to Clauses 32.1.2 or 32.2.2 or 32.3.2.

Payments by the Supplier

33.5 In the event of termination or expiry of this Agreement, the Supplier shall repay to TTL all Charges it has been paid in advance for the performance of this Agreement where such performance has not been provided by the Supplier as at the Expiry Date or the date of early termination of this Agreement.

33.6 If this Agreement is terminated by TTL pursuant to Clause 32.1.1 prior to the Achievement of Milestone 3C (System Development Complete), the Supplier shall, without prejudice to TTL's rights and remedies under this Agreement or at Law, return the aggregate sum of all Milestone Payments for Transition Services paid by TTL under this Agreement within thirty (30) days of the date of such termination.

33.7 If TTL requires partial termination pursuant to Clause 32.1.1 in the circumstances set out in Clause 33.6, the Supplier shall only be required to return Milestone Payments which relate to Milestones concerning the Service that has been terminated.

33.8 The termination or expiry of this Agreement shall not affect the on-going payment by the Supplier of TTL's share of any commercial revenue agreed pursuant to Schedule 6.5 (Commercial Exploitation) in connection with any business secured by the Exploitation Business prior to the Expiry Date or the date of early termination of this Agreement.

SECTION J – MISCELLANEOUS AND GOVERNING LAW

34. COMPLIANCE

Health and Safety

34.1 Each Party shall at all times comply with, where applicable:

34.1.1 all applicable Health and Safety Legislation; and

34.1.2 all decisions, requirements, regulations, orders, instructions, directions or rules relating to health and safety applicable to the performance of this Agreement.

34.2 The Supplier shall be responsible for the observance by Supplier Personnel of all current and relevant health and safety precautions necessary for the protection of itself, its staff, Sub-contractors and other persons invited onto or visiting TTL Sites including all precautions required to be taken by or under any Health and Safety Legislation.

34.3 The Supplier undertakes to carry out formal risk assessments from time to time of all relevant aspects of this Agreement in accordance with the requirements of all applicable Health and Safety Legislation and to carry out all testing, examination and other work necessary to minimise and, so far as reasonably practicable, eliminate all risk to health or safety resulting from the performance of this Agreement or the use of any equipment or materials or other things in connection with this Agreement.

34.4 The Supplier shall strictly comply with, and shall procure that the Supplier Personnel strictly comply with, such induction training procedures, safety training procedures and site procedures as are required by the Health and Safety Legislation and as TTL may require from time to time.

34.5 In the event that a health or safety risk has arisen or is likely to arise in any part of the Sites or in the performance of this Agreement, the Supplier shall notify TTL promptly in writing and shall provide TTL with adequate information relating to such risk including any steps and safeguards which the Supplier proposes to take and observe in order to ensure that this Agreement is performed safely. The Supplier shall promptly take such steps and adopt such safeguards.

Responsible Procurement

34.6 The Supplier shall comply with its equality and diversity and strategic labour needs and training obligations set out in Schedule 2.6 (Responsible Procurement).

35. ASSIGNMENT AND NOVATION

35.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of TTL.

35.2 TTL may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

35.2.1 any Affiliate of TTL or TfL; or

35.2.2 any other body (including any private sector body with the consent of the Supplier, such consent not to be unreasonably withheld or delayed) which performs any of the functions that previously had been performed by TTL or TfL,

and the Supplier shall, at TTL's request, enter into a novation agreement in such form as TTL shall reasonably specify in order to enable TTL to exercise its rights pursuant to this Clause 35.2.

35.3 A change in the legal status of TTL shall not (subject to Clause 35.4) affect the validity of this Agreement and this Agreement shall be binding on any successor body to TTL.

35.4 If TTL assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Agreement to a private sector body or if a private sector body succeeds TTL (any such body a "**Successor Body**"), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of TTL under limb (h) of the definition of Supplier Termination Event (as if references in that limb (h) to the Supplier and references to a Party in the definition of Insolvency Event were references to the Successor Body).

36. WAIVER AND CUMULATIVE REMEDIES

36.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

36.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

37. RELATIONSHIP OF THE PARTIES

Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

38. PREVENTION OF FRAUD AND BRIBERY

38.1 With respect to any of the matters which are the subject of this Agreement or in connection with this Agreement and any matters resulting from it, the Supplier undertakes that its Representatives, either in private business dealings or in dealings with the public or government sector, directly or indirectly:

38.1.1 have not given, made, offered, or received (or agreed to give, make, offer or receive); and

38.1.2 will not give, make, offer or receive (nor agree to give, make, offer or receive), any Corrupt Act.

38.2 With respect to any of the matters which are the subject of this Agreement or in connection with this Agreement and any matters resulting from it, the Supplier undertakes that it and its Representatives shall not:

38.2.1 request any action, inaction or services that would violate applicable Laws; or

38.2.2 receive, agree or attempt to receive the benefits of or profits from a crime or any Corrupt Act or agree to assist any person to retain the benefits of or profits from a crime or any Corrupt Act.

38.3 The Supplier represents that, save as disclosed to TTL, neither it nor any of its Representatives: has been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any Corrupt Act by any law enforcement, regulatory or other governmental agency or any customer or supplier; or has admitted to; or been found by a court in any

jurisdiction to have engaged in, any Corrupt Act, or been debarred from bidding for any contract or business; or are Public Officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of TTL. The Supplier agrees that if, at any time, it becomes aware that any of the representations set out at in this Clause 38.3 is no longer correct, it will notify TTL of this immediately in writing.

38.4 TTL or its nominee shall be entitled to have access to, inspect and audit all Invoices and accompanying documents issued by, and the financial books and records of, the Supplier in order to verify compliance with this Clause 38 in accordance with Part C of Schedule 7.3 (Financial Reports and Audit Rights). The Supplier undertakes that it will co-operate fully and promptly with any such audit or inspection conducted by or on behalf of TTL pursuant to this Clause 38.4.

38.5 The Supplier undertakes that it and its Representatives will report to TTL, where permitted by Law, any suspected violations of Corruption Law in connection with any matters to which this Agreement relates (which for the avoidance of doubt includes acts or omissions which may affect directly or indirectly TTL or TfL). The Supplier consents to TTL making any disclosures of this information as may reasonably be required, provided that, to the extent it is legally permitted to do so, where TTL intends to so disclose gives the Supplier reasonable notice of this disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Clause 38 it takes into account the reasonable request of the Supplier in relation to the content of such disclosure.

38.6 The Supplier undertakes to fully and effectively indemnify, keep indemnified and hold harmless TTL and TfL from and against all Losses (including all Losses, suffered or incurred in investigating, settling or disputing any action (actual or potential) and/or seeking advice as to any such action (actual or potential)) which any of them may suffer or incur or which may be brought against any of them in any jurisdiction arising, directly or indirectly, out of, in respect of, or in connection with any alleged or actual violations of any Corruption Law.

38.7 Without prejudice to any other express remedies referred to elsewhere in this Agreement or any remedies available at Law or in equity, in the event of a breach by the Supplier of any of the undertakings contained in this Clause 38, TTL may terminate this Agreement under Clause 32.1.1:

38.7.1 if the Supplier refuses to take any actions reasonably requested by TTL to reduce the risk of any further breach of this Clause 38 to remedy or address the consequences of the breach that has occurred;

38.7.2 if such breach involves a Corrupt Act by the Supplier or its Representatives; or

38.7.3 if TTL reasonably concludes that it should terminate this Agreement to ensure that it is in compliance with Corruption Law.

39. SEVERANCE

39.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.

39.2 In the event that any deemed deletion under Clause 39.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

39.3 If the Parties are unable to agree on the revisions to this Agreement within five (5) Working Days of the date of the notice given pursuant to Clause 39.2, the matter shall be dealt with in accordance with paragraph 4 of Schedule 8.3 (Dispute Resolution Procedure) except that if the representatives are unable to resolve the dispute within thirty (30) Working Days of the matter being referred to them, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Agreement is terminated pursuant to this Clause 39.3.

40. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Agreement.

41. ENTIRE AGREEMENT

41.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

41.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.

41.3 Nothing in this Clause 41 shall exclude any liability in respect of misrepresentations made fraudulently.

42. THIRD PARTY RIGHTS

42.1 The provisions of Clause 18, paragraphs 3.1, 3.3, 5.4, 6.3 and 6.8 of Schedule 9.1 (Staff Transfer) and paragraph 6.9 of Schedule 8.5 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

42.2 Subject to Clause 42.1, a person who is not a Party to this Agreement has no right under the CRTPA to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

42.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of TTL, which may, if given, be given on and subject to such terms as TTL may determine.

42.4 Any amendments or modifications to this Agreement may be made, and any rights created under Clause 42.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

43. NOTICES

43.1 Any notices sent under this Agreement must be in writing.

43.2 Subject to Clause 43.4, the following table sets out the method by which notices may be delivered under this Agreement and the respective deemed time and proof of delivery:

Manner of delivery	Deemed time of delivery	Proof of delivery
Email	9.00am on the first Working Day after sending.	Dispatched as a pdf attachment to an email to the correct email address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivered before 9.00am) or on the next Working Day (if delivered after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

43.3 Notices shall be sent to the contacts and the addresses set out below or at such other contacts and address as the relevant Party may give notice to the other Party for the purpose of delivery of notices under this Agreement:

	Contact	Address	Email
TTL	Commercial Manager	14 Pier Walk, London SE10 0ES	[redacted]
	and, for any notice set out at Clause 43.4, with a copy to: General Counsel	55 Broadway, London SW1H 0BD	Notices copied to General Counsel by personal or recorded delivery only
Supplier	Contract Manager	Sopers Lane, Poole, Dorset, BH17 7ER	[redacted]
	and, for any notice set out at Clause 43.4, with a copy to: Legal Department	Sopers Lane, Poole, Dorset, BH17 7ER	[redacted]

43.4 The following notices may only be delivered as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 43.2:

43.4.1 Step-In Notices;

43.4.2 Force Majeure Notices;

43.4.3 notices issued by either Party asserting that the other Party has committed a Default;

43.4.4 Termination Notices; and

43.4.5 Dispute Notices.

43.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 43.4 shall invalidate the service of the related email transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 43.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

43.6 This Clause 43 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any mediation or other method of dispute resolution (other than the delivery of a Dispute Notice under Schedule 8.3 (Dispute Resolution Procedure)).

44. LONDON LIVING WAGE

44.1 Without prejudice to any other provision of this Agreement, the Supplier shall:

44.1.1 ensure that none of the London Living Wage Employees is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

44.1.2 ensure that none of the London Living Wage Employees is paid less than the amount to which they are entitled in accordance with their respective contracts of employment;

44.1.3 provide and procure the provision by London Living Wage Employees to TTL with/of such information concerning the London Living Wage as TTL may reasonably require from time to time; and

44.1.4 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

45. DECLARATION OF INEFFECTIVENESS

45.1 In the event that a court makes a Declaration of Ineffectiveness, TTL shall promptly notify the Supplier. The Parties agree that the provisions of Clause 33 and this Clause 45 shall apply as from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 33 and this Clause 45 or the Cessation Plan, the provisions of this Clause 45 and the Cessation Plan shall prevail.

45.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

45.3 As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TTL shall reasonably determine an appropriate Cessation Plan with the object of achieving:

45.3.1 an orderly and efficient cessation of this Agreement or (at TTL's request) a transition of this Agreement to TTL or such other entity as TTL may specify; and

45.3.2 minimal disruption or inconvenience to TTL or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 45 and to give effect to the terms of the Declaration of Ineffectiveness.

45.4 Upon agreement, or determination by TTL, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.

45.5 TTL shall pay the Supplier's reasonable costs in assisting TTL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by TTL. Provided that TTL shall not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to this Clause 45.

46. PUBLIC PROCUREMENT TERMINATION EVENT

46.1 Without prejudice to TTL's rights of termination implied into this Agreement by applicable Law, in the event of a Public Procurement Termination Event, TTL shall promptly notify the Supplier and the Parties agree that the provisions of Clause 33 and this Clause 46 shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 33 and this Clause 46 or the Cessation Plan, the provisions of this Clause 46 and the Cessation Plan shall prevail.

46.2 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.

46.3 As from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TTL shall reasonably determine an appropriate Cessation Plan with the object of achieving:

46.3.1 an orderly and efficient cessation or (at TTL's election) a transition to TTL or such other entity as TTL may specify of: (i) this Agreement; or (at TTL's election), (ii) the parts of this Agreement which are affected by the Public Procurement Termination Event; and

46.3.2 minimal disruption or inconvenience to TTL or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 46 and to give effect to the terms of the Public Procurement Termination Event.

46.4 Upon agreement, or determination by TTL, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.

46.5 TTL shall pay the Supplier's reasonable costs in assisting TTL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by TTL, provided that TTL shall not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to this Clause 46.

47. DISPUTES

47.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.

47.2 The Supplier shall continue to perform this Agreement in accordance with the terms of this Agreement until a Dispute has been resolved.

48. GOVERNING LAW AND JURISDICTION

48.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

48.2 Subject to Clause 47 and Schedule 8.3 (Dispute Resolution Procedure), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

IN WITNESS of which this Agreement has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of **TRANSPORT TRADING LIMITED** by:

Signature: [redacted]

Name (block capitals): [redacted]

Position: [redacted]

Date: 27 June 2018

SIGNED for and on behalf of **SIEMENS MOBILITY LIMITED** by:

Signature: [redacted]

Name (block capitals): [redacted]

Position: [redacted]

Date: 27 June 2018

Signature: [redacted]

Name (block capitals): [redacted]

Position: [redacted]

Date: 27 June 2018