SCHEDULE 1

DEFINITIONS

VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
1.0	27 June 2018	Executed by the Parties

SCHEDULE 1 – DEFINITIONS

Unless otherwise provided or the context otherwise requires, the following expressions have the meanings set out below.

Access Management	the access management service described in paragraph 6.5 of Schedule 2.2B (Service Management);
Achieve	in respect of a Milestone, the Milestone Achievement Criteria for that Milestone has been achieved by the relevant Milestone Date (as evidenced by the issue of a Milestone Achievement Certificate in accordance with paragraph 7 of Schedule 6.1 (Transition)), and "**Achieved**" and "**Achievement**" shall have corresponding meanings;
Acquired Rights Directive	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliate	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
Agile	any iterative and incremental software development methodology (such as 'Scrum');
Agile Methodology	has the meaning given in paragraph 1.1 of Schedule 6.3 (Agile Software Development);
Agreed Project Proposal	has the meaning given in paragraph 7.5 of Schedule 6.4 (Product Roadmap);
Agreement	(a) the Clauses of this agreement together with the appended Schedules and their Appendices; (b) the terms set out in any Agreed Project Proposal; and (c) any Supplier Documentation Approved by TTL, as amended in accordance with this Agreement;
Alert	an alert or notification created by a Monitoring Tool indicating that an Alert Threshold has been reached or a failure has occurred;
Alert Threshold	the value of a metric measured by the Monitoring Tools at which an Alert is generated;
Apprentice	a member of the Supplier Personnel who is registered as an apprentice or technician with an industry recognised body;
Approval	approval by TTL in accordance with the Document Approval Procedure and "**Approved**" and "**Approve**" shall have corresponding meanings;

Architecture Overview	the architecture overview for the SITS Programme with the title 'TfL Surface Intelligent Transport System Architecture Overview', as updated and notified by TTL to the Supplier from time to time;
Assets	the Supplier Assets and the TTL Assets;
Assurance Phase	the phase described at paragraph 2.1.4 of Schedule 6.1 (Transition);
Audit	any exercise by TTL of its Audit Rights pursuant to Part C of Schedule 7.3 (Financial Reports and Audit Rights);
Audit Agents	(a) TTL's internal and external auditors; (b) TTL's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office (if relevant); (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by TTL to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
Audit Rights	the audit and access rights referred to in Part C of Schedule 7.3 (Financial Reports and Audit Rights);
Availability Management	the availability management service described in paragraph 4.1 of Schedule 2.2B (Service Management);
Availability Plan	a plan that sets out how the Supplier shall ensure Availability of the RTO System;
Available	the RTO System is, at all times, performing all of the following functions in each case in accordance with the RTO System Requirements and the other relevant provisions of this Agreement: (a) communicate and provide data for all On Street Equipment; (b) allow all Users access to the RTO System with the ability to create, change and implement where applicable Signal Timings, RTO System configurations and/or RTO System parameters; (c) optimisation of Signal Timings; and (d) reporting faulty On Street Equipment, and "**Availability**" shall have a corresponding meaning;
Average Weekly Earnings Index	has the meaning given in paragraph 10.2 of Schedule 7.1 (Charges and Invoicing);
Band	each band 1, 2 or 3 category set out in Appendix 1 to Schedule 2.2A (Performance Levels);

Base Rate	has the meaning given in paragraph 11.2 of Schedule 7.1 (Charges and Invoicing);
Baseline SCOOT	the SCOOT kernel version referenced as such in Schedule 5 (Intellectual Property), which is owned jointly by the SCOOT Owners;
BCDR Plan	the business continuity and disaster recovery plan which the Supplier is required to develop, maintain and implement pursuant to Schedule 8.6 (Business Continuity and Disaster Recovery), as updated from time to time;
BCDR Services	the business continuity and disaster recovery services set out in Schedule 8.6 (Business Continuity and Disaster Recovery);
Beneficiary	has the meaning given in paragraph 1 of Schedule 8.7 (Conduct of Claims);
Black and Minority Ethnic (BME) Business	a black and minority ethnic business which is at least fifty one per cent (51%) owned by members of one or more black or minority ethnic groups;
Capacity	in relation to a Configuration Item identified in the Capacity Plan, the maximum capacity that Configuration Item can support;
Capacity Management	the capacity management service described in paragraph 4.2 of Schedule 2.2B (Service Management);
Capacity Plan	a plan that reports on past Utilisation of relevant Configuration Items and sets out the forecast demand and provision of Capacity to meet such demand in accordance with paragraph 4.2 of Schedule 2.2B (Service Management);
Capacity Projection	in relation to a Configuration Item identified in the Capacity Plan, a forward projection of Maximum Utilisation based on historical Maximum Utilisation information;
Capacity Report	has the meaning given in paragraph 4.2.2(d) of Schedule 2.2B (Service Management);
Capacity Threat	an event which occurs when a Configuration Item identified in the Capacity Plan is forecast by a Capacity Projection to reach its Capacity Threshold;
Capacity Threshold	has the meaning given in paragraph 4.2.4(a) of Schedule 2.2B (Service Management);
Capacity Warning Alert	has the meaning given in paragraph 4.2.4(b) of Schedule 2.2B (Service Management);
CEDR	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
Certificate of Costs	a certificate of costs signed by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by TTL in advance of issue of the relevant certificate) and substantially in the format set out in Appendix 4 to Schedule 7.1 (Charges and Invoicing);

Cessation Plan	a plan agreed between the Parties or determined by TTL: (a) pursuant to Clause 45.3 in relation to a Declaration of Ineffectiveness; or (b) pursuant to Clause 46.3 in relation to a Public Procurement Termination Event;
Change Authorisation Note	a form setting out an agreed Contract Change which shall be substantially in the form of Appendix 3 to Schedule 8.2 (Change Control Procedure);
Change Communication	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 8.2 (Change Control Procedure);
Change Control Procedure	the procedure applicable to Contract Changes set out in Schedule 8.2 (Change Control Procedure);
Change Management	the change management service which sets out the process for controlling the lifecycle of all Operational Changes, as described in paragraph 5.1 of Schedule 2.2B (Service Management);
Change Management Process	the process described in paragraph 5.1.5 to 5.1.20 of Schedule 2.2B (Service Management);
Change Request	a written request for a Contract Change substantially in the form of Appendix 1 to Schedule 8.2 (Change Control Procedure);
Charges	the charges for the performance of this Agreement set out, or otherwise calculated, in accordance with Schedule 7.1 (Charges and Invoicing), including any Milestone Payment or Support Charge;
Claim	has the meaning given in paragraph 2.1 of Schedule 8.7 (Conduct of Claims);
Cloud	a type of internet-based computing service where organisations can have aspects of their IT infrastructure managed by external providers, normally on a Software as a Service (SaaS), Platform as a Service (PaaS) or Infrastructure as a Service (IaaS) basis;
CMDB	Configuration Management Database;
Commercial Cover Letter	has the meaning given in Clause 2.5;
Commercial Manager	the TTL commercial manager for this Agreement notified to the Supplier from time to time;
Commercially Sensitive Information	the information listed in Schedule 4.2 (Commercially Sensitive Information) which the Supplier has indicated to TTL that, if disclosed by TTL, would cause the Supplier significant commercial disadvantage or material financial loss;
Confidential Information	(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:

	(i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group; (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement; (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and (d) Information derived from any of the above, but not including any Information which: (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; (iv) was independently developed without access to the Confidential Information; or (v) relates to the Supplier's: (A) performance under this Agreement; or (B) failure to pay any Sub-contractor as required pursuant to Clause 14.9;
Configuration Item	a component of the RTO System (or a combination of such components) identified as a line item in the CMDB;
Configuration Management	the service for ensuring that Configuration Items are properly controlled, and that accurate and reliable information (including details of how the Configuration Items have been configured and relationships between them) about the Configuration Items is

	available when and where it is needed, as described in paragraph 5.2 of Schedule 2.2B (Service Management);
Configuration Management Database	the configuration management database which sets out information in relation to Configuration Items and is required to contain the information described in paragraph 5.2.4 of Schedule 2.2B (Service Management);
Consumer Price Index	has the meaning given in paragraph 10.2 of Schedule 7.1 (Charges and Invoicing);
Contact Data	Supplier Contact Data or TTL Contact Data (as applicable);
Continual Service Improvement	the continual service improvement Service described in paragraph 7 of Schedule 2.2B (Service Management);
Contract Change	any change to the terms of this Agreement excluding the changes described at paragraph 1.2 of Schedule 8.2 (Change Control Procedure);
Contract Change Milestone	each milestone described in a Change Authorisation Note or the Impact Assessment appended to it which is not a Transition Milestone or Project Milestone;
Contract Manager	the Supplier's contract manager for this Agreement identified in Schedule 9.2 (Key Personnel), with overall management responsibility for the Supplier's performance of Agreement;
Contract Year	(a) the twelve (12) month period commencing on the Effective Date; or (b) thereafter, the twelve (12) month period commencing on each anniversary of the Effective Date, provided that the final Contract Year shall end on the Expiry Date or earlier date on which this Agreement is terminated;
Contractual Roadmap Projects	has the meaning given in paragraph 3.1.1 of Schedule 6.4 (Product Roadmap);
Control	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;
Controller	has the meaning given in the Data Protection Laws;
Correction Action Notice	has the meaning given in Clause 27.1;
Corrective Action Plan	has the meaning given in Clause 27.2;
Corrective Action Plan Failure	has the meaning given in Clause 27.5;
Corrupt Act	any payment, gift or other advantage which: (i) would violate any applicable Laws; (ii) was intended to, or did, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be

	improper for the recipient to accept; (iii) was made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper;
Corruption Law	all Laws in connection with bribery and corruption, including without prejudice to the generality of the foregoing: (a) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December, 1997, which entered into force on 15 February, 1999, and the Convention's Commentaries; (b) the United States Foreign Corrupt Practices Act to the extent that it applies to the Supplier at the Effective Date or subsequently during the Term; and (c) the United Kingdom Bribery Act 2010 and, in relation to conduct prior to the Bribery Act 2010 being brought into force, the United Kingdom Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 (together with the United Kingdom Bribery Act 2010);
Costs	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in performing this Agreement: (a) the cost to the Supplier or the relevant Key Sub-contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: (i) base salary paid to the Supplier Personnel; (ii) employer's national insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to perform this Agreement (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with TTL; (b) costs incurred in respect of those Supplier Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include

	the cost to be charged in respect of Supplier Assets by the Supplier to TTL or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of this Agreement; (d) Forecast Contingency Costs; and (e) Reimbursable Expenses to the extent these are incurred in performing this Agreement where the relevant Charges are to be calculated on a Fixed Price basis; but excluding: (i) Overhead; (ii) financing or similar costs; (iii) maintenance and support costs to the extent that these relate to maintenance and/or support services in relation to Supplier Assets or otherwise; (iv) taxation; (v) fines and penalties; and non-cash items (including depreciation, amortisation, impairments and movements in provisions);
COTS	commercial off the shelf Software that is generally available commercially outside of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated save as to price and which has a Non-trivial Customer Base;
CPA Scheme	the National Cyber Security Centre's Commercial Product Assurance Scheme;
Credit Note	has the meaning given in paragraph 12.9 of Schedule 7.1 (Charges and Invoicing);
Credit Rating	the risk indicator rating of the Supplier as determined by Dun & Bradstreet from time to time;
Critical Element	has the meaning given in Appendix 1 Schedule 2.2B (Service Management);
Critical TTL Roadmap Project	has the meaning given in paragraph 6.1.1 of Schedule 6.4 (Product Roadmap);

Critical Service Failure	(a) a Band 3 Service Level Failure occurs in any three (3) consecutive Support Periods (which may relate to the same Service Level or any combination of different Service Levels); (b) limb (a) of the Service Credit Cap has been reached (or breached) in any three (3) consecutive Support Periods, or in any four (4) Support Periods during any rolling 13 Support Periods; (c) limb (b) of the Service Credit Cap has been reached (or breached); (d) one or more KPI Targets has not been met in any four (4) consecutive Support Periods (which may relate to the same KPI or any combination of different KPIs); or (e) one or more KPI Targets has not been met for four (4) or more KPIs in the same Support Period;
CRTPA	the Contracts (Rights of Third Parties) Act 1999;
Cyber Essentials Scheme	the UK government scheme encouraging organisations to adopt good practice in information security, focussing mainly on technical controls rather than governance, risk, and policy;
Cyber Security Policies	the high level cyber security requirements for all IT and Operational Technology and data owned by TTL or TfL or operated and supported by third parties for on behalf of TTL or TfL as notified to the Supplier from time to time;
Cyber Security Standards	the technical detail behind the implementation of the high level cyber security requirements as set out in the Cyber Security Policies;
Dashboard	the Supplier's electronic tool which displays a Near Real Time overview of the status of the RTO System so as to allow TTL to quickly and easily understand and manage the impact of Unavailability or Capacity constraints on the RTO System and the Users;
Data Protection Impact Assessment	a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data;
Data Protection Laws	(a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the GDPR and the Data Protection Act 2018; and (b) any code of practice or guidance published by the ICO and/or the European Data Protection Board from time to time;
Data Subject	has the meaning given in the Data Protection Laws;

Data Subject Access Request	a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Laws to access his or her Personal Data;
Data Transfer	transferring the TTL Personal Data to and/or accessing the TTL Personal Data from and/or Processing the TTL Personal Data within, a jurisdiction or territory that is a Restricted Country;
Declaration of Ineffectiveness	a declaration of ineffectiveness in relation to this Agreement made by a court pursuant to Regulation 98 of the Public Contracts Regulations 2015;
Deductions	all Service Credits or any other deduction which is paid or payable to TTL under this Agreement;
Default	any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of TTL, of its employees, servants, agents; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;
Defect	(a) any error, damage or defect in the manufacturing or development of the RTO System or any Deliverable; or (b) any error or failure of code within the Software which causes the RTO System or any Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of the RTO System or any Deliverable to provide the performance, features and functionality specified in this Agreement (including any adverse effect on response times) regardless of whether or not it prevents the RTO System or relevant Deliverable from meeting its associated Test Success Criteria; or (d) any failure of the RTO System or any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in this Agreement (including any adverse effect on response times) regardless of whether or not it prevents the RTO System or relevant Deliverable from meeting its associated Test Success Criteria;
Delay	in relation to a Milestone, the period (if any) after the Milestone Date during which the Milestone is not Achieved and "**Delayed**" shall have a corresponding meaning;
Deliverable	any item, feature, functionality or component of the RTO System delivered or to be delivered by the Supplier during the performance of this Agreement;

Design and Development Phase	the phase described at paragraph 2.1.2 of Schedule 6.1 (Transition);
Design Baseline	the design baseline referred to in Appendix 2 of Schedule 6.1 (Transition);
Disaster	means the occurrence of one (1) or more events which, separately or cumulatively, mean that the RTO System, or a material part of the RTO System, will be: (a) Unavailable for a period exceeding three (3) hours; or (b) can be reasonably anticipated to be Unavailable for a period exceeding three (3) hours;
Disaster Event	any (a) Disaster; or (b) any material failure or disruption of the Supplier's business processes or operations which adversely affects the RTO System and/or this Agreement;
Disclosing Party	has the meaning given in Clause 20.1;
Disclosing Party Group	(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier and the Sub-contractors; (b) where the Disclosing Party is TTL, TTL and any Affiliate of TTL;
Dispute	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to this Agreement, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
Dispute Notice	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
Dispute Resolution Procedure	the dispute resolution procedure set out in Schedule 8.3 (Dispute Resolution Procedure);
Diversity Infraction	any breach by the Supplier of any of its obligations under Part A of Schedule 2.6 (Responsible Procurement) and/or any failure by a Sub-contractor to adopt and implement an Equality Policy and/or a Diversity Training Plan as described in paragraph Schedule 2.6 (Responsible Procurement);
Diversity Training Plan	the Supplier's plan described at paragraph 5 of Schedule 2.6 (Responsible Procurement);
Document Approval Procedure	the procedure for the Approval of Supplier Documentation set out at paragraph 4 of Schedule 8.8 (Document Management);

Document Register	the up-to-date electronic register of all Documents which is maintained by the Supplier in accordance with Schedule 8.8 (Document Management);
Documents	the Supplier Documentation and the Other Documentation;
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
Due Diligence Information	any information provided to the Supplier by or on behalf of TfL and/or TTL prior to the Effective Date;
Effective Date	the date on which this Agreement is signed by both Parties;
Emergency Change	has the meaning given in paragraph 5.1.6(b) of Schedule 2.2B (Service Management);
Emergency Exit	any termination of this Agreement which is a: (a) termination of the whole or part of this Agreement in accordance with Clause 32, except where the period of notice given under that Clause is greater than or equal to six (6) months; (b) termination of this Agreement for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 32; or (c) wrongful termination or repudiation of this Agreement by either Party;
Employee Liabilities	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time

	workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
Employment Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006;
Enhanced Co-operation Event	has the meaning given in Clause 28A.1;
Enhanced Co-operation Notice	the notice described as such in Clause 28A.1;
Enhanced Co-operation Rights	has the meaning given in Clause 28A.1;
Equality Act	the Equality Act 2010;
Equality Policy	the Supplier's equality policy described at paragraph 4 of Schedule 2.6 (Responsible Procurement);
Escrow Agent	the National Computing Centre;
Escrow Agreement	the escrow agreement to be entered into between the Escrow Agent and the Parties pursuant to Clause 15.6.2;
Escrow Agreement Outline	the document with this title dated 17 June 2018 as agreed between the Parties;
Escrow Software	the Supplier Software, the Specially Written Software and the Third Party Software;
Event Management	the event management service described in paragraph 6.2 of Schedule 2.2B (Service Management);
Exclusive Assets	those Supplier Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the performance of this Agreement;
Exit Information	has the meaning given in paragraph 3.1 of Schedule 8.5 (Exit Management);
Exit Manager	the person appointed by the Supplier pursuant to paragraph 2.3 of Schedule 8.5 (Exit Management) for managing the Supplier's obligations under that Schedule;
Exit Management	the services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of this Agreement from the Supplier to TTL and/or a Replacement Supplier, as set out or

	referred to in Schedule 8.5 (Exit Management);
Exit Management Status Report	has the meaning given in paragraph 8.1 of Schedule 8.5 (Exit Management);
Exit Plan	the plan produced and updated by the Supplier during the Term in accordance with paragraph 4 of Schedule 8.5 (Exit Management);
Expedited Dispute Timetable	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 8.3 (Dispute Resolution Procedure);
Expiry Date	has the meaning given in Clause 4.2;
Exploitation Business	has the meaning given in paragraph 2.1 of Schedule 6.5 (Commercial Exploitation);
Exploitation Business Objectives	the overarching objectives for the Exploitation Business to be agreed by the Parties in accordance with paragraph 1.2 of Schedule 6.5 (Commercial Exploitation);
Exploitation Business Plan	the plan developed by the Supplier in accordance with paragraph 4.1 of Schedule 6.5 (Commercial Exploitation);
Exploitation Customer Contract	any contract entered into between the Supplier and any Exploitation Customer in connection with the operation of the Exploitation Business;
Exploitation Year	each Contract Year, commencing from the second Contract Year;
Extension Period	a period of up to four (4) years;
Fast-track Change	any Contract Change which the Parties agree to expedite in accordance with paragraph 8 of Schedule 8.2 (Change Control Procedure);
Fault Management System	TTL's asset management Oracle based system used for managing traffic control hardware (with particular focus on traffic control signal controllers and traffic detectors) on the Road Network;
Final Reconciliation Report	the report referred to as such in paragraph 4, and provided by the Supplier in accordance with paragraphs 5 and 6, of Schedule 7.3 (Financial Reports and Audit Rights);
Financial Distress Event	(a) the Credit Rating is higher than 2 (and the associated failure score is lower than 51); (b) the Supplier issue a profits warning to a stock exchange or make any other public announcement, in each case about a material deterioration in its financial position or prospects; (c) the Supplier or any officer or director of the Supplier is indicted for fraud or other financial irregularity; (d) there is a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier; (e) the Supplier commit a material breach of covenant to its

	lenders; (f) a Key Sub-contractor notifies TTL or TfL that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; or (g) any of the following occur: (i) non-payment by the Supplier of any financial indebtedness that is not subject to a genuine dispute; (ii) any financial indebtedness of the Supplier becoming due as a result of an event of default; or (h) the cancellation or suspension of any financial indebtedness in respect of the Supplier;
Financial Period Report	the report described as such in Part B of Schedule 7.3 (Financial Reports and Audit Rights);
Financial Representative	a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and the Financial Reports;
Financial Report	each report described at paragraph 4, and provided in accordance with paragraphs 5 and 6, of Schedule 7.3 (Financial Reports and Audit Rights);
Financial Report Templates	the templates (including any updates) for the Financial Reports provided by TTL to the Supplier from time to time;
Financial Year	the period commencing at the start of each Period 1 and ending at the expiry of each Period 13;
Financial Transparency Objectives	has the meaning given in paragraph 2.1 of Schedule 7.3 (Financial Reports and Audit Rights);
First Failure	has the meaning given in paragraph 6.1 of Schedule 2.2A (Performance Levels);
Fixed Price	the pricing mechanism described in paragraph 8 of Schedule 7.1 (Charges and Invoicing);
FOIA	the Freedom of Information Act 2000;
FOI Legislation	the FOIA, the Environmental Information Regulations 2004 and any other applicable Law relating to access to Information held by a public agency or enterprise;
Force Majeure Event	any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-

	contractor's supply chain;
Force Majeure Notice	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
Forecast Contingency Costs	the costs which the Supplier forecasts may be incurred in relation to the risks and contingencies that are identified in the Risk Register, such costs being those set out in the column headed 'Forecast Contingency Costs' in the Risk Register (as such costs are updated from time to time);
Former Supplier	a supplier supplying services to TTL or TfL before the Relevant Transfer Date that are the same as or substantially similar to the services provided under this Agreement (or any part) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
Future SCOOT	the replacement Software for Baseline SCOOT developed by or on behalf of the Supplier for the purpose of this Agreement or any Exploitation Customer Contract which: (a) does not contain any IPR in Baseline SCOOT; and (b) is described in Schedule 6.4 (Product Roadmap);
Future SCOOT – Releases 1 and 2	the Contractual Roadmap Project described as such in Appendix 2 of Schedule 6.4 (Product Roadmap);
Future SCOOT – Release 3	the Contractual Roadmap Project described as such in Appendix 2 of Schedule 6.4 (Product Roadmap);
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
General Anti-Abuse Rule	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
General Change in Law	a change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a service that is the same or materially similar to the services provided under this Agreement (including in terms of scope, specification, volume and quality of performance);
Good Industry Practice	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the services provided under this Agreement to a customer like TTL or TfL, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

Groups	the Relationship Management and Steering Group, the RTO Service Delivery Group, the RTO Product Development Group, the RTO Exploitation Business Group and the RTO Transition Group and "**Group**" shall mean any of them;
Guaranteed Maximum Price	in relation to a Payment Milestone, one hundred and ten per cent (110%) of the Target Price for that Payment Milestone;
Guaranteed Maximum Price with Target Cost	the pricing mechanism described in paragraph 7 of Schedule 7.1 (Charges and Invoicing);
Guaranteed Minimum Revenue	has the meaning given in paragraph 8.1 of Schedule 6.5 (Commercial Exploitation);
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others;
Health and Safety Legislation	all Laws which have as a purpose or effect the protection or prevention of harm to human health, environment or health and safety or compensation for such harm;
HMG Information Security Assurance Standards	the UK government's security policies and standards set out at https://www.gov.uk/government/collections/government-security;
HMRC	HM Revenue & Customs;
Hosting Charges	has the meaning given in paragraph 11.1 of Schedule 7.1 (Charges and Invoicing);
Hosting Services	the services provided by the Hosting Sub-contractor under the Hosting Sub-contract;
Hosting Sub-contract	the Sub-contract between the Supplier and the Hosting Sub-contractor for the provision of the Hosting Services;
Hosting Sub-contractor	Amazon Web Services;
ICO	the UK Information Commissioner's Office, or any successor or replacement body from time to time;
ICO Correspondence	any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of the TTL Personal Data;
Impact Assessment	an assessment of a Change Request in accordance with paragraph 5 of Schedule 8.2 (Change Control Procedure), which shall be substantially in the form of Appendix 2 to Schedule 8.2 (Change Control Procedure);
Impact Assessment Estimate	the estimate provided by the Supplier in accordance with paragraph 4.3 of Schedule 8.2 (Change Control Procedure);
Incident	an unplanned interruption to the operation of the RTO System or loss of quality in respect of its performance;
Incident Management	the incident management service described in paragraph 6.3 of Schedule 2.2B (Service Management);

Incident Restore Time	the time within which an Incident shall be Restored as set out in Appendix 1 to Schedule 2.2B (Service Management);
Incurred Costs	in relation to a Payment Milestone, the sum of: (a) the fixed day costs set out in Appendix 1 to Schedule 7.1 (Charges and Invoicing) or the relevant Agreed Project Proposal (as applicable) multiplied by the number of Man Days that have been expended by the Supplier Personnel in Achieving the relevant Payment Milestone; and (b) any amount that would fall within limbs (b) or (c) of the definition of "Costs" (but subject to exceptions (i) to (vii) in that definition), to the extent that such amount has been incurred in Achieving the relevant Milestone;
Indemnified Person	TTL, TfL and each and every person to whom TTL or TfL sub-licenses, assigns or novates any Relevant IPR or rights in Relevant IPR in accordance with this Agreement;
Indemnifier	has the meaning given in paragraph 1 of Schedule 8.7 (Conduct of Claims);
Index	the Consumer Price Index or the Average Weekly Earnings Index (as applicable) as described in paragraph 10 of Schedule 7.1 (Charges and Invoicing);
Indexed Amount	the relevant amount or sum following Indexation;
Indexation	the adjustment of an amount or sum in accordance with paragraph 10 of Schedule 7.1 (Charges and Invoicing);
Information	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
Information and Records Management Policy	the TTL policy referred to as such in Schedule 2.3 (Standards);
Information Asset Register	a register of all information assets relating to this Agreement as detailed in paragraph 2.2.3 of Schedule 2.4 (Security Management);
Information Security Management System	a framework of governance models, policies and procedures, based on a business risk approach to establish, implement, operate, monitor, review, maintain and improve information security in accordance with the requirements of paragraph 14 of Schedule 2.4 (Security Management);
Initial Term	the period of ten (10) years from (and including) 5 March 2018;
Initial SLNT PLan	the initial strategic labour needs and training plan set out at Appendix 3 of Schedule 2.6 (Responsible Procurement);
Innovation and Change Fund	the TTL fund described in paragraph 9 of Schedule 6.4 (Product Roadmap), which is two and a half million pounds sterling (£2,500,000);

Innovation Project	a Potential Innovation Project for which there is an Agreed Project Proposal;
Insolvency Event	(a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; (d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days; (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where the other Party is a company, a LLP or a partnership: (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party; (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an

	administrative receiver; or (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or (g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
Insurances	has the meaning given in paragraph 2.1 of Schedule 2.5 (Insurance Requirements);
Insured	the insured party under an Insurance as identified at Appendix 1 of Schedule 2.5 (Insurance Requirements);
Intellectual Property Rights	any patents, rights to inventions, trade marks, service marks, trade names and domain names, rights in get-up, rights in goodwill and to sue for passing off, unfair competition rights, rights in designs, copyright and related rights, rights in computer software, database rights, moral rights, Confidential Information, commercial information and technical information (including know-how), research and development data, manufacturing methods and data, specifications and drawings, formulae, algorithms, prototypes and research materials, other intellectual property rights and all similar or equivalent rights of whatever nature, and in each case: (i) whether registered or unregistered; (ii) including all applications to protect or register such rights (and rights to apply to protect or register); (iii) including all renewals or extensions of such rights or applications; (iv) whether vested, contingent or future; and (v) wherever existing;
Interface	each interface described in the SITS Interface Catalogue;
Interoperable Middleware	has the meaning given in Schedule 2.1 (RTO System Requirements);
Invoice	an invoice issued by the Supplier to TTL in accordance with paragraph 11 of Schedule 7.1 (Charges and Invoicing);
IPR	Intellectual Property Rights;
ISFT	the Invitation to Submit Final Tenders issued by TfL on 22 September 2017;
ISMS	Information Security Management System;
ISO/IEC 27001	an information security standard specification for an ISMS, with an emphasis on measuring and evaluating how well an organisation's ISMS is performing;
Issues Register	the issues register described in Appendix 2 of Schedule 6.1 (Transition);

IT Environment	the TTL IT Environment, the RTO System and the Supplier System;
ITIL	the 'Information Technology Infrastructure Library' framework for IT service management as updated from time to time, which at the Effective Date is known as ITIL 2011;
ITN	the Invitation to Negotiate issued by TfL on 15 March 2017;
Joint Roadmap Project	has the meaning given in paragraph 6.1.2 of Schedule 6.4 (Product Roadmap);
Key Performance Indicator	each key performance indicator set out in Appendix 2 of Schedule 2.2A (Performance Levels);
Key Personnel	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 13.4 and 13.5;
Key Role	a role described as such in Schedule 9.2 (Key Personnel) and any additional role added from time to time in accordance with Clause 13.6;
Key Sub-contract	each Sub-contract with a Key Sub-contractor;
Key Sub-contractor	any Sub-contractor: (a) which, in the opinion of TTL, performs (or would perform if appointed) a critical role in the provision of all or any part of this Agreement; and/or (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Reports);
Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to this Agreement but excluding know how already in the other Party's possession before this Agreement;
Known Error	a Problem that has a documented root cause or a work around in place;
Known Errors Database	has the meaning given in paragraph 6.4.6(b) of Schedule 2.2B (Service Management);
KPI	Key Performance Indicator;
KPI Failure	a failure to meet any KPI Failure Threshold;
KPI Failure Threshold	each threshold identified in the column headed "KPI Failure Threshold" in the table in Appendix 2 of Schedule 2.2A (Performance Levels);

KPI Target	the minimum level of performance the Supplier must achieve in a Support Period in relation to a KPI, as identified in the column headed "KPI Target" in the table in Appendix 2 of Schedule 2.2A (Performance Levels);
Law	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or mandatory code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, which in each case is applicable to this Agreement and/or the Parties;
London Area	the Greater London Area (as defined in the Greater London Authority Act 1999) and the area covered by the Road Network;
London Living Wage	the basic hourly wage set annually by the Greater London Authority and to be paid to London Living Wage Employees pursuant to Clause 44;
London Living Wage Employees	all employees of the Supplier and employees of any Sub-contractor who are employed for substantially all of their time: (a) in the performance of this Agreement; and (b) within the Greater London Area (as defined in the Greater London Authority Act 1999);
Losses	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
Major Incident	has the meaning given in Appendix 1 of Schedule 2.2B (Service Management);
Major Incident Report	has the meaning given in paragraph 6.3.18 of Schedule 2.2B (Service Management);
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
Man Day	7.3 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
Man Hours	the hours spent by the Supplier Personnel properly working on the performance of this Agreement including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
Maximum Utilisation	a measure that represents the Utilisation at busy periods of the Service Day that eliminates momentary spikes in Utilisation, which is used to determine the need to increase the Capacity of a

	Configuration Item and is compared with thresholds to trigger Capacity Warning Alerts and when the Capacity Threshold cannot be consistently achieved;
Mediation Notice	has the meaning given in paragraph 4.2 of Schedule 8.3 (Dispute Resolution Procedure);
Mediator	the independent third party appointed in accordance with paragraph 5.2 of Schedule 8.3 (Dispute Resolution Procedure) to mediate a Dispute;
Migration Phase	the phase described in paragraph 2.1.3 of Schedule 6.1 (Transition);
Migration Strategy	the Supplier's strategy for the migration activities needed in order to Achieve Milestones MS7A and MS7B as described in the Supplier Solution;
Milestone	each Transition Milestone, Project Milestone and Contract Change Milestone;
Milestone Achievement Certificate	the certificate issued by TTL when the Supplier has Achieved a Milestone, in the form to be determined by TTL;
Milestone Achievement Criteria	the criteria for the Achievement of the relevant Milestone set out in Appendix 1 of Schedule 6.1 (Transition) or in the relevant Agreed Project Proposal (as applicable);
Milestone Achievement Report	the report provided by the Supplier in accordance with paragraph 7 of Schedule 6.1 (Transition);
Milestone Date	the date set out against the relevant Milestone in Schedule 6.1 (Transition) or in the relevant Agreed Project Proposal (as applicable) by which the Milestone shall be Achieved;
Milestone MS1	the Milestone described as such in Appendix 1 to Schedule 6.1 (Transition);
Milestone MS2A	the Milestone described as such in Appendix 1 to Schedule 6.1 (Transition);
Milestone MS2B	the Milestone described as such in Appendix 1 to Schedule 6.1 (Transition);
Milestone MS3C	the Milestone described as such in Appendix 1 to Schedule 6.1 (Transition);
Milestone MS5	the Milestone described as such in Appendix 1 to Schedule 6.1 (Transition);
Milestone MS7A	the Milestone described as such in Appendix 1 to Schedule 6.1 (Transition);
Milestone MS7B	the Milestone described as such in Appendix 1 to Schedule 6.1 (Transition);
Milestone MS08	the Milestone described as such in Appendix 1 to Schedule 6.1 (Transition);

Milestone Payment	the Charges associated with the relevant Payment Milestone as set out in Appendix 1 to Schedule 7.1 (Charges and Invoicing) or in the relevant Agreed Project Proposal (as applicable);
Milestone Payment Report	the information provided with each Invoice for a Milestone Payment as specified at paragraph 2.4 of Schedule 7.1 (Charges and Invoicing);
Minimum Records	all information relating to the Supplier's and each Sub-contractor's performance of paragraphs 2 to 6 of Schedule 2.6 (Responsible Procurement);
Mobilisation and Planning Phase	the phase described in paragraph 2.1.1 of Schedule 6.1 (Transition);
Monitoring Strategy	the Supplier's security monitoring strategy as described in paragraph 8 of Schedule 2.4 (Security Management);
Monitoring Tools	the Supplier's Toolsets for monitoring the performance of the RTO System and the Configuration Items;
month	a calendar month and "**monthly**" shall be interpreted accordingly;
Monthly SLNT Monitoring Report	the report to be prepared by the Supplier in the form set out at Appendix 4 of Schedule 2.6 (Responsible Procurement);
Multi-Party Dispute	a Dispute which involves the Parties and one or more Related Third Parties;
Multi-Party Dispute Representatives	has the meaning given in paragraph 7.6 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Board	has the meaning given in paragraph 7.6 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Procedure	has the meaning given in paragraph 7.1 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Procedure Initiation Notice	has the meaning given in paragraph 7.2 of Schedule 8.3 (Dispute Resolution Procedure);
Multiplier Exit Period	the relevant number of consecutive Support Periods set out in the "Multiplier Exit Period" column of the table in paragraph 6.2 of Schedule 2.2A (Performance Levels);
Near Real Time	in relation to a process or interaction, as close to contemporaneous as is reasonably practicable for that process or interaction, given TTL's intended use of or reliance on the output thereof as representing the current status of the assets or events to which such process or interaction relates;
Net Book Value	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier as agreed by the Parties within a reasonable period after the Effective Date;
Non-Exclusive Assets	those Supplier Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the performance of this Agreement but which are also used by the Supplier or Key

	Sub-contractor for other purposes of material value;
Non-trivial Customer Base	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
Normal Change	has the meaning given in paragraph 5.1.6(a) of Schedule 2.2B (Service Management);
Normal Operation	that the RTO System is Available, is fully compliant with the RTO System Requirements and there is no increased risk of failure due to a temporary reduction in the level of resilience;
Notifiable Default	has the meaning given in Clause 28.1;
Notified Sub-contractor	a Sub-contractor identified in Appendix 1 to Schedule 9.1 (Staff Transfer) to whom Transferring TTL Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
Object Code	Software and/or data in machine-readable and compiled object code form;
Occasion of Tax Non-Compliance	(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
Off-Peak Hours	(a) 19:01 to 05:59 on each Working Day; and (b) 00:00 to 23:59 on each Saturday, Sunday and public holiday in England and Wales;
On-time Delivery Payment	the payments identified as such in Appendix 1 to Schedule 7.1 (Charges and Invoicing) or the relevant Agreed Project Proposal (as applicable);
On Street Equipment	has the meaning given in Schedule 2.1 (RTO System Requirements);

Open Book Data	complete and accurate financial and non-financial information which is sufficient to enable TTL to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to: (a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; (b) operating expenditure relating to the performance of this Agreement including an analysis showing: (i) the unit costs and quantity of consumables and bought-in services; (ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; (iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and (iv) Reimbursable Expenses; (c) Overheads; (d) all interest, expenses and any other third party financing costs incurred in relation to the performance of this Agreement; (e) the Supplier Profit achieved over the Term and on an annual basis; (f) assurance that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; (g) an explanation of the type and value of risk and contingencies associated with the performance of this Agreement, including the amount of money attributed to each risk and/or contingency; and (h) the actual Costs profile for each Support Period.
Open Source Guidelines	version 1.0 of the Supplier document with the title "Usage of Open-source and Other Third-party Software Components at MO MM" as updated by the Supplier and provided to TTL from time to time;
Open Source Software	Software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

Operational Baseline	has the meaning given in paragraph 6.2.5 of Schedule 2.2B (Service Management);
Operational Change	the addition, modification or removal of a Configuration Item as described in paragraph 5 of Schedule 2.2B (Service Management);
Operational Change Form	the form described in paragraph 5.1.8 of Schedule 2.2B (Service Management);
Operational Change Type	a classification of Operational Change which determines the Supplier's obligations with regard to how the Change shall be implemented, as defined in paragraph 5.1.7 of Schedule 2.2B (Service Management);
Operational Commencement Date	the date on which Milestone MS7A is Achieved;
Operational Technology	any hardware or software which monitors and/or operates a physical process;
Ordinary Exit	any termination of this Agreement which occurs: (a) pursuant to Clause 32 where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to six (6) months; or (b) as a result of the expiry of the Term;
Other Documentation	any documentation pursuant to this Agreement which is not Supplier Documentation (including relevant Records);
Other SITS Supplier	any supplier to TTL or TfL (other than the Supplier) in connection with the SITS Programme (including in respect of relevant network, interface, TfL system and related services) which TTL notifies the Supplier from time to time and/or which the Supplier should have been aware;
OTU	has the meaning given in Schedule 2.1 (RTO System Requirements);
Outline BCDR Plan	the plan set out at Appendix 1 of Schedule 8.6 (Business Continuity and Disaster Recovery);
Outline Product Roadmap	the outline Product Roadmap set out at Appendix 1 of Schedule 6.4 (Product Roadmap);
Outline Security Management Plan	the plan set out at Appendix 1 of Schedule 2.4 (Security Management);
Outline Test Strategy	the outline test strategy set out at Appendix 1 of Schedule 6.2 (Testing);
Overhead	those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of

	Supplier Personnel and accordingly included within limb (a) of the definition of "Costs" or the day cost set out in Appendix 3 of Schedule 7.1 (Charges and Invoicing);
Parties and Party	have the meanings respectively given on page 1 of this Agreement;
Payment Milestone	each Milestone which has an associated Milestone Payment, as identified in Appendix 1 to Schedule 7.1 (Charges and Invoicing) and the relevant Agreed Project Proposals;
Peak Hours	06:00 to 19:00 on each Working Day;
Performance Level Management	the Performance Level management service described in paragraph 4.3 of Schedule 2.2B (Service Management);
Performance Levels	the Service Levels and the KPIs;
Performance Level Failure	a Service Level Failure or KPI Failure;
Performance Level Targets	the Service Level Targets and the KPI Targets;
Performance Management System	the performance management system described in paragraph 7 of Schedule 2.2A (Performance Levels);
Performance Monitoring Report	the report described in paragraph 8 of Schedule 2.2A (Performance Levels);
Period	each TTL financial period (numbering 1 to 13), typically having a duration of twenty eight (28) calendar days, appearing in the calendar provided to the Supplier by TTL from time to time;
Period 13 Report	the report described as such in Part B of Schedule 7.3 (Financial Reports and Audit Rights);
Permitted Manner	such permitted use of the TfL Image and the TfL Image Rights as TTL may approve in writing from time to time;
Personal Data	has the meaning given in Data Protection Laws;
PIN	the Prior Information Notice with reference number 2016/S 143-259408 published by TfL on 25 July 2016;
Personal Data Breach	has the meaning set out in the GDPR and, for the avoidance of doubt, includes a breach of Clause 20.3.1(c);
Potential Innovation Projects	has the meaning given in paragraph 3.1.3 of Schedule 6.4 (Product Roadmap);
Potential Roadmap Projects	has the meaning given in paragraph 3.1.2 of Schedule 6.4 (Product Roadmap);
Pre-Approved Change	has the meaning given in paragraph 5.1.6(c) of Schedule 2.2B (Service Management);
Primary Service Desk	the service desk function provided by or on behalf of TTL;

Problem	a cause of one or more Incidents or Alerts;
Problem Ticket	a Ticket relating to a Problem;
Problem Management	the problem management service described in paragraph 6.4 of Schedule 2.2B (Service Management) which describes the process responsible for managing the lifecycle of all Problems which proactively prevents Incidents from happening and minimises the impact of Incidents that cannot be prevented;
Process	has the meaning given under the Data Protection Laws and "**Processed**" and "**Processing**" shall have corresponding meanings;
Processor	has the meaning given in the Data Protection Laws;
Product Owner	the Agile Methodology role described in paragraph 3.2.1 of Schedule 6.3 (Agile Software Development);
Product Roadmap	the product roadmap for the RTO System to be developed based on the Outline Product Roadmap and maintained by the Parties in accordance with Schedule 6.4 (Product Roadmap);
Product Roadmap Change Form	the form set out at Appendix 3 of Schedule 6.4 (Product Roadmap);
Product Roadmap Change Procedure	the procedure set out at paragraph 5.2 of Schedule 6.4 (Product Roadmap);
Progress Report	the report described in paragraph 6 of Schedule 6.1 (Transition);
Project Milestone	each milestone described in an Agreed Project Proposal;
Project Plan	the plan for the delivery of each Roadmap Project and Innovation Project, which unless the Parties agree otherwise shall be at least as detailed as the Transition Plan;
Project Proposal	a detailed proposal for a Contractual Roadmap Project, Potential Roadmap Project (excluding Supplier Roadmap Projects) or Potential Innovation Project as described in paragraph 7.2 of Schedule 6.4 (Product Roadmap);
Project Specific IPR	Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement or arising as a result of the performance of the Supplier's obligations under this Agreement and updates and amendments to those items, but (save as provided in the definition of Specially Written Software) shall not include the Supplier Background IPR or the Specially Written Software;
Proposed Merger	has the meaning given in Clause 2.3.1;
Protection of Support Period	a period of time specified by TTL during which Operational Changes are not permitted to be made or are restricted by Configuration Item or Operational Change Type;
Public Official	any person (whether appointed or elected) holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise

	(including any officer or employee of a state-owned or state-operated entity) or a public international organisation;
Public Procurement Termination Event	an event occurring if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 has occurred;
Rate Card	the Supplier's rate card set out in Appendix 4 to Schedule 7.1 (Charges and Invoicing);
Receiving Party	the Party which receives a proposed Contract Change; and
Recipient	has the meaning given in Clause 20.1;
Reclassified KPI	has the meaning given paragraph 3.1 of Schedule 2.2A (Performance Levels);
Records	has the meaning given in paragraph 2.1 of Schedule 8.4 (Records);
Rectification Plan	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default as described in Clause 28.3;
Rectification Plan Failure	(a) the Supplier fails to submit a draft Rectification Plan in accordance with Clause 28.2; (b) TTL rejects the Supplier's draft Rectification Plan in accordance with the Document Approval Procedure; (c) the Supplier fails to perform a Rectification Plan in accordance with its terms; or (d) the relevant Notifiable Default is not remedied (including in relation to any remedial steps to prevent such Notifiable Default from reoccurring), resolved or is in TTL's reasonable opinion unlikely to be resolved within thirty (30) Working Days (or such other period as may be agreed between the Parties) from the date of TTL's notice requiring the Supplier to prepare a Rectification Plan;
Rectification Plan Process	the process set out in Clauses 28.2 to 28.5;
Registers	has the meaning given in paragraph 2.1 of Schedule 8.5 (Exit Management);
Regression Testing	the Testing described at paragraph 2.1.3 of Schedule 6.2 (Testing);
Reimbursable Expenses	reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of this Agreement, calculated at the rates and in accordance with TTL's expenses policy current from time to time, but not including: (a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the Sites at which this Agreement is principally to be performed, unless TTL otherwise agrees in advance in

	writing; and (b) subsistence expenses incurred by Supplier Personnel whilst performing this Agreement at their usual place of work, or to and from the Sites at which this Agreement is principally to be performed;
Related Third Party	a party to: (a) another contract with TTL (or TfL) or the Supplier which is relevant to this Agreement; or (b) a Sub-contract;
Relevant Employment Vacancy	an employment vacancy within the Supplier's organisation for a member of Supplier Personnel;
Relevant IPR	IPR used to perform this Agreement or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to TTL, TfL their Affiliates or a third party in the fulfilment of the Supplier's obligations under this Agreement including IPR in the Supplier Licensed IPR, the Third Party Non-COTS Software, the Third Party Non-COTS Software and the Open Source Software (but excluding any IPR in the TTL Licensed IPR, the Third Party COTS Software which is not Open Source Software and the Third Party COTS IPR);
Relevant Tax Authority	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
Relevant Transfer	a transfer of employment to which the Employment Regulations applies;
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
Relief Event	any failure by TTL to provide or procure any TTL Responsibility, except to the extent that such failure is: (a) the result of any act or omission by TTL to which the Supplier has given its prior written consent; or (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;
Relief Notice	has the meaning given in Clause 30.2;
Removable Media	any type of storage device that can be removed from a computer while the system is running. Examples of removable media include CDs, DVDs and Blu-Ray disks, as well as diskettes and USB drives;
Repeat Failure	has the meaning given in paragraph 6.1 of Schedule 2.2A (Performance Levels);
Repeat Failure Multiplier	each multiplier described as such in paragraph 6.2 of Schedule 2.2A (Performance Levels);

Replacement Services	any services which are the same as or substantially similar to any of the services provided or obligations performed under this Agreement and which TTL and/or TfL receives in substitution for any of those services or obligations following the expiry or termination or partial termination of this Agreement, whether those services are provided by TTL or TfL internally and/or by any third party;
Replacement Sub-contractor	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
Replacement Supplier	any third party service provider of Replacement Services appointed by TTL from time to time (or where TTL is providing replacement services for its own account, TTL);
Representatives	the Supplier and its group undertakings and any person acting on its or their behalf, including directors, officers, employees and agents;
Request for Information	a request for information under the FOI Legislation;
Required Action	has the meaning given in Clause 29.1.1;
Required Change	has the meaning given in paragraph 9.1.1 of Schedule 8.2 (Change Control Procedure);
Requirements Traceability Matrix	a tabulated document used to correlate TTL's functional and service management requirements through to individual Tests;
Restored	Normal Operation has been restored in respect of an Incident and "**Restore**" shall have a corresponding meaning;
Restricted Country	any country outside (i) the European Economic Area or (ii) (in the event that the UK ceases to be a member of the European Economic Area during the Term) the UK;
Risk Management Plan	the plan set out at Appendix 2 of Schedule 2.4 (Security Management);
Risk Register	the risk register described in Appendix 2 of Schedule 6.1 (Transition);
Road Network	has the meaning given in Schedule 2.1 (RTO System Requirements);
Roadmap Project	a Contractual Roadmap Project or Potential Roadmap Project (excluding any Supplier Roadmap Project) for which in each case there is an Agreed Project Proposal;
RTO Exploitation Business Group	the group described in paragraph 9 of Schedule 8.1 (Governance)
RTO Product Development Group	the group described in paragraph 7 of Schedule 8.1 (Governance);
RTO Project Board	the internal TTL governance board with this name;

RTO Relationship Management and Steering Group	the group described in paragraph 5 of Schedule 8.1 (Governance);
RTO Service Delivery Group	the group described in paragraph 8 of Schedule 8.1 (Governance);
RTO System	the real time optimiser system designed, developed, tested, implemented, supported and commercially exploited in accordance with this Agreement and which: (a) is described in the Supplier Solution; and (b) includes the relevant Intellectual Property listed in Schedule 5 (Intellectual Property);
RTO System Requirements	all of the requirements set out in Schedule 2.1 (RTO System Requirements);
RTO System Transaction	has the meaning given in Appendix 1 to Schedule 2.2A (Performance Levels);
RTO System Update	any modification to, or update or new release of, the RTO System (including to remedy Defects);
RTO Transition Group	the group described in paragraph 6 of Schedule 8.1 (Governance);
SCOOT	any Split Cycle Offset Optimisation Technique product;
SCOOT Owners	the Supplier, Dynniq UK Limited and TRL Limited who own Baseline SCOOT;
Security Incident	an incident caused or contributed to by the Supplier which affects or may affect the security of the RTO System, the Support Services and/or the TTL IT Environment;
Security Incident Management Process	the process described in paragraph 7 of Schedule 2.4 (Security Management);
Security Management Plan	the Supplier's security plan developed and revised pursuant to paragraph 13 of Schedule 2.4 (Security Management);
Security Manager	the member of the Supplier Personnel identified in Schedule 9.2 (Key Personnel) who shall have the responsibilities identified at paragraph 4.1 of Schedule 2.4 (Security Management);
Security Risk	all risks associated with the security of the RTO System and the Support Services which may have a negative impact upon the agreed security posture, including information security and any risks identified pursuant to Schedule 2.4 (Security Management);
Security Risk Register	a register of Security Risks produced and maintained by the Supplier as detailed in paragraph 2.2.2 of Schedule 2.4 (Security Management);
Sensitive Claim	has the meaning given in paragraph 3.1 of Schedule 8.7 (Conduct of Claims);

Sensitive Personal Data	sensitive or special categories of Personal Data (as defined in Data Protection Laws) which is Processed pursuant to or in connection with this Agreement;
Service Affecting Incident	an Incident that results in Unavailability;
Service Credit Cap	(a) for each Support Period, twenty per cent (20%) of the aggregate Support Charges paid and/or due to be paid to the Supplier in respect of that Support Period; (b) for any period of thirteen (13) consecutive Support Periods during the Term, fifteen per cent (15%) of the aggregate Support Charges paid and/or due to be paid to the Supplier in respect of those Support Periods in aggregate;
Service Credit Percentage	the relevant percentage specified as such in Appendix 1 of Schedule 2.2A (Performance Levels);
Service Credits	credits payable by the Supplier due to the occurrence of one or more Service Level Failures, calculated in accordance with paragraph 9 of Part C of Schedule 7.1 (Charges and Invoicing);
Service Day	each day on a 24 hours per day and seven (7) days per week basis (whether or not that day is a Working Day);
Service Level	each service level set out in Appendix 1 of Schedule 2.2A (Performance Levels);
Service Level Failure	a failure to meet the Service Level Target in respect of a Service Level;
Service Level Target	the minimum level of performance the Supplier must achieve in a Support Period in relation to a Service Level, as set out in the column headed "Service Level Target" in the table in Appendix 1 of Schedule 2.2A (Performance Levels);
Service Management	the performance of (i) all of the activities described in Schedule 2.2B (Service Management); and (ii) any additional activities defined by ITIL;
Service Management Manual	the manual described as such in paragraphs 2.4 and 2.5 of Schedule 2.2B (Service Management);
Service Performance Report	the report provided by the Supplier in accordance with paragraph 4.3.2 to 4.3.4 of Schedule 2.2B (Service Management);
Service Transfer	any transfer of this Agreement (or any part), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
Service Transfer Date	the date of a Service Transfer;
Services	the Transition Services and the Support Services;
Severity Level	the classification assigned to an Incident in accordance with paragraph 6.3 of Schedule 2.2B (Service Management);
Signal Timings	has the meaning given in Schedule 2.1 (RTO System

	Requirements);
Sites	the TTL Sites and the Supplier Sites and "**Site**" shall refer to any one of them;
SITS Interface Catalogue	the interface catalogue for the SITS Programme notified by TTL to the Supplier from time to time;
SITS Programme	TfL's Surface Intelligence Transport System (SITS) programme as described in the Target Operating Model;
SITS Programme Board	the internal TTL governance board with this name;
Skills and Employment Strategy	TfL's ten (10) year skills and employment strategy as amended from time to time which at the Effective Date is accessible at http://content.tfl.gov.uk/skills-employment-strategy.pdf;
SNLT Co-ordinator	the role described as such in paragraph 11.1 of Schedule 2.6 (Responsible Procurement);
SLNT Output	the minimum number of Apprentice positions or equivalent to be delivered by the Supplier (either directly through its own personnel and the personnel of its Sub-contractors) under this Agreement, as identified and agreed in the SLNT Plan;
SLNT Plan	the strategic labour needs and training plan agreed pursuant to paragraph 10 of Schedule 2.6 (Responsible Procurement);
SLNT Third Party	any and each of the Job Centre Plus, National Apprenticeship Service Primes, Community organisations and government programmes;
Small or Medium Enterprise (SME)	either of the following: (a) a small enterprise which meets at least two (2) of the following criteria: (1) turnover per annum of up to five million six hundred thousand pounds sterling (£5,600,000); (2) an annual balance sheet total of no more than two million eight hundred thousand pounds sterling (£2,800,000); and/or (3) it employs 50 or fewer employees, provided that, the criteria specified in paragraph (a)(2) and (3) will also be applied to the SME's group accounts where the turnover for that group does not exceed the figure stated in paragraph (a)(1); or (b) a medium enterprise which meets at least two (2) of the following criteria: (1) turnover per annum of up to twenty two million eight hundred thousand pounds sterling (£22,800,000); (2) an annual balance sheet total of no more than eleven million four hundred thousand pounds sterling (£11,400,000); and/or

	(3) it employs 250 or fewer employees, provided that, the criteria specified in paragraph (b)(2) and (3) will also be applied to the SME's group accounts where the turnover for that group does not exceed the figure stated in paragraph (b)(1);
SOA Reference Architecture Document	TTL's service oriented architecture reference architecture document provided to the Supplier from time to time;
Software	system software, operating systems, applications, programmes and procedures, tools to recreate or recompile any of the foregoing (including build files, compiler files, test scripts and configurations) and all updates and upgrades to any of the foregoing that enable hardware or systems to perform tasks or operations or process data, in each case in object code form unless expressly provided otherwise in this Agreement;
Software Supporting Materials	all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for running independently, maintaining and supporting the relevant Software;
Source Code	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
Source Code Verification	any static and/or dynamic verification, analysis and/or testing of the relevant Source Code performed by TTL or any Third Party on TTL's behalf (or by the Escrow Agent which the Supplier shall procure if TTL requests) to verify that the Source Code (i) meets the relevant requirements, specification and coding standards for such Source Code, is functioning correctly and is otherwise secure, robust and reliable; and/or (ii) is capable of being converted into Object Code using the Software Supporting Materials;
Specially Written Software	any Software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement or any Exploitation Customer Contract, including Future SCOOT and: (a) any Supplier Background IPR or Third Party IPR that are embedded in or which are an integral part of such Software; and (b) any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement or any Exploitation Customer Contract;
Specific Change in Law	a change in Law that relates specifically to the business of TTL and/or TfL and which would not affect a service that is the same or materially similar to the services provided under this Agreement (including in terms of scope, specification, volume and quality of

	performance);
Staffing Information	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as TTL may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "**employee liability information**" as such term is defined in regulation 11 of the Employment Regulations;
Standards	the standards, polices and procedures identified in Schedule 2.3 (Standards);
Step-In Notice	has the meaning given in Clause 29.1;
Step-In Trigger Event	a Rectification Plan Failure occurs in connection with the Transition Services;
Step-Out Date	has the meaning given in Clause 29.5.2;
Step-Out Notice	has the meaning given in Clause 29.5;
Step-Out Plan	has the meaning given in Clause 29.6;

Sub-contract	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of this Agreement or facilities or services which are material for the performance of this Agreement or any part thereof or necessary for the management, direction or control of this Agreement or any part;
Sub-contractor	any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
Subject Access Request	a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted in Data Protection Laws;
Successor Body	has the meaning given in Clause 35.4;
Supplier	has the meaning given on page 1 of this Agreement;
Supplier Assets	all assets and rights used by the Supplier to perform this Agreement excluding the TTL Assets;
Supplier Background IPR	Intellectual Property Rights owned by the Supplier, any Affiliate of the Supplier or any Sub-contractor and created before the Effective Date and/or independently of this Agreement (for example the Supplier's know-how or generic business methodologies), which is or will be used for the purpose of this Agreement but excluding Intellectual Property Rights subsisting in the Supplier Software;
Supplier Change Manager	the person appointed to that position by the Supplier from time to time and notified in writing to TTL or, if no person is notified, the Contract Manager;
Supplier Contact Data	has the meaning given in Clause 22.4.1;
Supplier Documentation	any documentation that the Supplier is required to prepare, generate, procure and/or maintain for TTL under this Agreement including: (a) the documentation identified in Schedule 6.1 (Transition); and (b) the Product Roadmap; (c) Project Proposals and Agreed Project Proposals; and (d) the Exploitation Business Plan;
Supplier IPR Claim	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPR save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPR, or the use of TTL Licensed IPR by or on behalf of the Supplier, in either case in

	combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the RTO System Requirements or the provisions of this Agreement;
Supplier Licensed IPR	the Supplier Software, the Supplier Background IPR, the Specially Written Software, the Project Specific IPR, the Supplier Documentation and Baseline SCOOT;
Supplier Non-Performance	has the meaning given in Clause 30.1;
Supplier Personnel	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
Supplier Profit	in relation to a Support Period or a Payment Milestone (as the context requires), the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant Support Period or Payment Milestone;
Supplier Profit Margin	in relation to a Support Period or a Payment Milestone (as the context requires), the Supplier Profit for the relevant Support Period or Payment Milestone divided by the total Charges over the same Support Period or in relation to the relevant Payment Milestone and expressed as a percentage;
Supplier Request	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute;
Supplier Roadmap Project	has the meaning given in paragraph 6.1.3 of Schedule 6.4 (Product Roadmap);
Supplier Service Desk	the Service described in paragraph 6.1 of Schedule 2.2B (Service Management), which is the point of contact provided by the Supplier in respect of the Support Services;
Supplier Site	any building owned, leased and/or licensed by the Supplier or any Sub-contractor where the Supplier or relevant Sub-contractor carries out any part of this Agreement (excluding TTL Sites) and which is identified as such in Schedule 2.7 (Sites);
Supplier Software	any COTS and non-COTS Software (excluding Specially Written Software) which is owned by the Supplier, any Affiliate of the Supplier or any Sub-contractor and which is or will be used by the Supplier or any Sub-contractor for the purpose of this Agreement or any Exploitation Customer Contract, including the Software specified as Supplier Software in Schedule 5 (Intellectual Property) but excluding Baseline SCOOT and Future SCOOT;
Supplier Solution	the Supplier's technical, training and migration solution for this Agreement set out in Schedule 4.1 (Supplier Solution);
Supplier System	any information and communications technology system used by the Supplier in performing this Agreement (but excluding the RTO

	System and the TTL IT Environment);
Supplier Termination Event	(a) a Critical Service Failure results from the recurrence of an earlier problem which previously resulted in the same or a similar Critical Service Failure and which the Supplier advised had been resolved by a previous Rectification Plan; (b) the Supplier committing a material Default which is irremediable; (c) as a result of the Supplier's Default, TTL incurring Losses which exceed 80% of the value of any of the liability caps set out in Clauses 24.4.3 and 24.4.4; (d) a Rectification Plan Failure; (e) where a right of termination due to the Supplier's Default and/or by reference to Clause 32.1.1 is expressly stated in this Agreement; (f) the representation and warranty given by the Supplier pursuant to Clause 3.2.9 being materially untrue or misleading; (g) the Supplier committing a material Default under Clause 9.14 or failing to provide details of steps being taken and mitigating factors pursuant to Clause 9.14 which in the reasonable opinion of TTL are acceptable; (h) an Insolvency Event occurring in respect of the Supplier; (i) not used; (j) a change of Control of the Supplier unless TTL has given its prior written consent to the particular change of Control which subsequently takes place as proposed (provided that TTL shall be entitled to withhold its consent only where TTL considers the change of Control will have a material adverse impact on the Supplier's performance of this Agreement and/or for any policy, political or reputational reason at TTL's absolute discretion); (k) a change of Control of a Key Sub-contractor unless, within six (6) months of being notified by TTL that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by TTL pursuant to Clause 14; or (l) the Supplier fails to Achieve Milestone MS7A and/or Milestone MS7B by three (3) months following the relevant Milestone Date;
Supplier's Exploitation Response	the Supplier's exploitation response provided with its ISFT response and as updated prior to the Effective Date, as set out at Appendix 1 of Schedule 6.5 (Commercial Exploitation);

Supplier's Final Supplier Personnel List	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;
Supplier's Provisional Supplier Personnel List	a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the performance of this Agreement or any relevant part which it is envisaged as at the date of such list will no longer be provided by the Supplier;
Support Charges	the Charges for the Support Services set out in Appendix 2 of Schedule 7.1 (Charges and Invoicing);
Support Charge Percentage	has the meaning given in paragraph 9.1 of Schedule 7.1 (Charges and Invoicing);
Support Charge Review	each review of the Support Charges carried out by the Parties in accordance with paragraph 2 of Schedule 7.2 (Value for Money);
Support Period	each Period during which Support Services are provided, save that: (a) the first Support Period shall begin on the Operational Commencement Date and shall expire at the end of the Period in which the Operational Commencement Date falls; and (b) the final Support Period shall commence on the first day of the Support Period in which this Agreement expires or terminates and shall end on the expiry or termination of this Agreement;
Support Services	has the meaning given in Clause 5.1.1(b);
Support Year	(a) the twelve (12) month period commencing on the Operational Commencement Date; or (b) thereafter, the twelve (12) month period commencing on each anniversary of the Operational Commencement Date, provided that the final Support Year shall end on the date of expiry or termination of the Support Services;
Supporting Information	sufficient information in writing to enable TTL reasonably to assess whether the Charges detailed in the relevant Invoice are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;
Target Costs	where the Guaranteed Maximum Price with Target Cost applies in respect of a Milestone Payment, the target Costs set out in Appendix 1 to Schedule 7.1 (Charges and Invoicing) or the relevant Agreed Project Proposal (as applicable);
Target Operating Model	the target operating model for the SITS Programme with the title "TfL Surface Intelligent Transport System Target Operating Model", as updated and notified by TTL to the Supplier from time to time;

Target Price	where the Guaranteed Maximum Price with Target Cost applies in respect of a Milestone Payment, the target Charge set out in Appendix 1 to Schedule 7.1 (Charges and Invoicing) or the relevant Agreed Project Proposal (as applicable);
Temporary Fix	a temporary Operational Change which is inconsistent with the Design Baseline and which is implemented to resolve a Service Affecting Incident or Problem or to prevent a Service Affecting Incident from reoccurring;
Term	the period this Agreement is in force as defined in Clause 4.1;
Termination Assistance Notice	has the meaning given in paragraph 5.1 of Schedule 8.5 (Exit Management);
Termination Assistance Period	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to paragraph 5.3 of Schedule 8.5 (Exit Management);
Termination Date	the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
Termination Notice	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
Termination Services	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Appendix 1 of Schedule 8.5 (Exit Management) and any other services required pursuant to the Termination Assistance Notice;
Territories	the territories agreed by the Parties in the Exploitation Business Plan from time to time for the purpose of Clause 17.2.1 of this Agreement;
Test	each test required to be carried out under this Agreement, as further described in Schedule 6.2 (Testing), and "**Testing**" and "**Tested**" shall have corresponding meanings;
Test Assets	the types of resources used for Testing, including Test Plans, test procedures, test cases, test requirement hierarchies (in the form of a Requirements Traceability Matrix), stubs, test harnesses, test configurations and test suites;
Test Certificate	a certificate in the form of Appendix 2 to Schedule 6.2 (Testing) which is issued at the end of the Testing Process (i.e. after all the required Test Stages have been completed);
Test Data	data which has been specifically identified for use in Tests, such data being either synthesised data, anonymised live data or a copy of live data (where this is permitted according to its protective marking and the environment it will be used in);
Test Environment	the combination of network infrastructure, hardware and Software systems on which the Tests will be executed, including hardware configuration, operating system settings, Software configuration,

	test terminals and other adjuncts to support the performance of the Tests;
Test Issue	in relation to a Test, the Test has not fully met the Test Success Criteria or the relevant Deliverable has Defects associated with its performance or function classified by Test Severity Level;
Test Issue Management	the process of logging, classifying, recognising, investigating, actioning and managing the closure of Test Issues;
Test Issue Management Log	the log for the recording of Test Issues as established and maintained by the Supplier in accordance with paragraphs 8.2.2 and 8.2.3 of Schedule 6.2 (Testing);
Test Issue Threshold	in relation to a Test, the criteria for advancement to the next Test Stage as set out in the Test Strategy and which shall be expressed as a permissible number of Test Severity Level 3 or 4 Test Issues, as determined by TfL;
Test Manager	the person appointed by the Supplier in accordance with paragraph 6.1 of Schedule 6.2 (Testing) for the purpose of coordinating the Supplier's Testing responsibilities under Schedule 6.2 (Testing);
Test Plan	a plan for the Testing of Deliverables as agreed by the Parties pursuant to paragraph 7 of Schedule 6.2 (Testing);
Test Report	a report showing the results of any Test or Test Stage produced in accordance with paragraph 8.2 of Schedule 6.2 (Testing);
Test Severity Level	the classification assigned to a Test Issue (or Defect) discovered in the process of Testing, as set out in paragraph 8.3.1 of Schedule 6.2 (Testing);
Test Stage	each stage set out at paragraph 2 of Schedule 6.2 (Testing);
Test Strategy	the Supplier documented approach to the conduct of Testing produced in accordance with paragraph 3 of Schedule 6.2 (Testing);
Test Success Criteria	in relation to a Test, the criteria developed by the Supplier against which the relevant Deliverables will be Tested for the purpose of assessing whether or not they meet the relevant requirements;
Test Tools	a Software system that supports the execution of, and/or management of, test activities such as planning and control, specification, test execution, test analysis, issue/Defect raising and issue/Defect management;
Test Witness	one (1) or more witnesses selected by TTL to oversee any or all parts of the Testing Process;
Testing Process	the process of Testing Deliverables as described in Schedule 6.2 (Testing);
TfL	Transport for London of Windsor House, 42-50 Victoria Street, London SW1H 0TL, being a functional body of the Greater London Authority;

TfL Image	the TfL images referred to as such in Schedule 5 (Intellectual Property);
TfL Image Rights	the IPR to the extent owned by TTL or TfL in the TfL Image;
TfL SCOOT	TfL's version of SCOOT which TfL and TTL use at the Effective Date as part of the UTC/SCOOT System under a separate licence agreement;
Third Party	a person who is not a party to this Agreement, an Affiliate of a party to this Agreement or a Sub-contractor;
Third Party Beneficiary	has the meaning given in Clause 42.1;
Third Party COTS IPR	Third Party IPR used by the Supplier for the purposes of this Agreement that: (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base, excluding Intellectual Property Rights in any Third Party Software;
Third Party COTS Software	Third Party Software (including Open Source Software) used by the Supplier for the purposes of this Agreement and that: (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer base, and which includes the Software specified as such in Schedule 5 (Intellectual Property);
Third Party IPR	the Third Party COTS IPR and the Third Party Non-COTS IPR;
Third Party Non-COTS IPR	Third Party IPR used by the Supplier for the purposes of this Agreement that are not Third Party COTS IPR and excluding Intellectual Property Rights in any Third Party Software;
Third Party Non-COTS Software	Third Party Software that is not Third Party COTS Software and which is used by the Supplier for the purposes of this Agreement and includes the Software specified as such in Schedule 5 (Intellectual Property);
Third Party Provisions	has the meaning given in Clause 42.1;
Third Party Request	a written request from any third party for disclosure of TTL Personal Data where compliance with such request is required or purported to be required by Law;
Third Party Software	the Third Party COTS Software and the Third Party Non-COTS Software but excluding Baseline SCOOT;

Ticket	a single record of any Incident, Problem or Operational Change within the Toolsets, and which possesses a unique reference number or identifier;
Time and Materials	the pricing mechanism described in paragraph 6 of Schedule 7.1 (Charges and Invoicing);
Toolsets	the software toolsets used by the Supplier in the provision of the Support Services, including the Monitoring Tools and the Dashboard;
Transferable Assets	those of the Exclusive Assets which are capable of legal transfer to TTL;
Transferable Contracts	the Sub-contracts (excluding the Hosting Sub-contract), licences for Supplier Software, licences for Third Party Software or other agreements which are necessary to enable TTL or any Replacement Supplier to perform this Agreement or the Replacement Services;
Transferring Assets	has the meaning given in Paragraph 6.2.1 of Schedule 8.5 (Exit Management);
Transferring Contracts	has the meaning given in paragraph 6.2.3 of Schedule 8.5 (Exit Management);
Transferring TTL Employees	those employees of TTL or TfL to whom the Employment Regulations will apply on the Relevant Transfer Date;
Transferring Former Supplier Employees	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
Transferring Supplier Employees	those employees of the Supplier and/or the Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date;
Transformation	has the meaning given in Clause 5.1.2;
Transformation Documents	the Product Roadmap and the Exploitation Business Plan;
Transition Manager	the Supplier's transition manager described in paragraph 3.1.3 of Schedule 6.1 (Transition);
Transition Milestone	each milestone described in Appendix 1 of Schedule 6.1 (Transition);
Transition Period	the period from (and including) the Effective Date until (and including) the date on which Milestone MS8 is Achieved;
Transition Plan	the transition plan with the file name "20180626 – RTO Project Plan.mpp" dated 26 June 2018, as updated by the Parties in accordance with paragraph 5 of Schedule 6.1 (Transition);
Transition Services	has the meaning given in Clause 5.1.1(a);
Transition to Live Operations Milestone	each Milestone during the Migration Phase including Milestone MS7A and Milestone MS7B;

Transparency Commitment	TfL's commitment to comply with the Local Government Transparency Code 2015 issued by the UK government (and any other applicable obligations relating to the proactive publication of information held by a public agency or enterprise) in accordance with which TfL is committed to publishing its contracts, tender documents and data from invoices received;
TTL	has the meaning given on page 1 of this Agreement;
TTL Assets	TTL Materials, TTL infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to TTL and which is or may be used in connection with the performance of this Agreement;
TTL Background IPR	(a) Intellectual Property Rights owned by TTL or TfL before the Effective Date, including Intellectual Property Rights contained in any of TTL or TfL's know-how, documentation, processes and procedures; and/or (b) Intellectual Property Rights created by TTL or TfL independently of this Agreement, and which includes the TTL Image, the TTL Image Rights and any other IPR specified as such in Schedule 5 (Intellectual Property);
TTL Change Manager	the person appointed to that position by the Commercial Manager from time to time and notified in writing to the Supplier or, if no person is notified, the Commercial Manager;
TTL Consultancy Services	has the meaning given in paragraph 9.1 of Schedule 6.5 (Commercial Exploitation);
TTL Contact Data	has the meaning given in Clause 22.4.2;
TTL Contributions	(a) the TTL Licensed IPR, the TfL Image and the TfL Image Rights described in Clause 17; (b) the TTL Responsibilities set out in Schedule 3 (TTL Responsibilities); (c) the TTL contributions to the operation of the Exploitation Business set out in Schedule 6.5 (Commercial Exploitation); (d) the relevant financial contributions made by TTL pursuant to this Agreement; and (e) such other contributions by TTL and/or TfL as are set out in this Agreement or approved by TTL in writing during the Term;
TTL Data	(a) data created, generated or collected during the performance of this Agreement (or any part), including data created, generated or collected by the RTO System (including data generated by the RTO System and RTO System configuration data); (b) data supplied to the Supplier or any Sub-contractor by or on behalf of TTL for the purpose of this Agreement;

	(c) Personal Data provided by TTL to the Supplier in relation to this Agreement for which TTL is the Data Controller or Data Processor;
TTL IPR Claim	any claim of infringement or alleged infringement against the Supplier or any Sub-contractor in respect of the TfL Licensed IPR used by the Supplier or relevant Sub-contractor in accordance with this Agreement save for any such claim to the extent that it is caused by any use by or on behalf of the Supplier or relevant Sub-contractor of any TfL Licensed IPR, or the use of Supplier Licensed IPR or Third Party Software or Third Party IPR by or on behalf of TTL and/or TfL, in either case in combination with any item not supplied or recommended by TTL and/or TfL pursuant to this Agreement or for a purpose not reasonably to be inferred from the provisions of this Agreement;
TTL IT Environment	TTL's computing environment (including the Interoperable Middleware and the TTL Network) used by TTL or the Supplier in connection with this Agreement which is owned by TTL or licensed to it by a third party and which interfaces with the RTO System and/or the Supplier System, as described in the Target Operating Model, the Architecture Overview and the Due Diligence Information;
TTL IT Service Management System	the tool or tools used by TfL in its management of this Agreement, which interface with the Supplier's IT Service Management System;
TTL Licensed IPR	the TTL Software, the TTL Background IPR and the TTL Data;
TTL Materials	TTL Data together with any materials, documentation, information, programs and codes supplied by TTL to the Supplier, the IPR in which: (a) are owned or used by or on behalf of TTL; and (b) are or may be used in connection with the performance of this Agreement, but excluding any Project Specific IPR, Specially Written Software, Supplier Software, Third Party Software and Documents relating to Supplier Software or Third Party Software;
TTL Network	the network infrastructure and related services owned, licensed or leased by TTL or TfL to support the delivery of the RTO System as described in the Architecture Overview;
TTL Personal Data	Personal Data and/or Sensitive Personal Data Processed by the Supplier or any Sub-contractor on behalf of TTL or TfL, pursuant to or in connection with this Agreement;
TTL Personnel	all employees, agents, consultants and contractors of TTL or TfL;
TTL Requirements	the requirements of TTL set out in Schedules 2.1 (RTO System Requirements), 2.2A (Performance Levels), 2.2B (Service Management) 2.3 (Standards), 2.4 (Security Management), 2.5 (Insurance Requirements), 6.1 (Transition), 8.4 (Records), 8.5 (Exit Management) and 8.6 (Business Continuity and Disaster

	Recovery);
TTL Responsibilities	the responsibilities of TTL specified in Schedule 3 (TTL Responsibilities);
TTL RESTRICTED	has the meaning given in the TTL Information Security Classification Standard listed in Appendix 4 of Schedule 2.4 (Security Management);
TTL Site	any building owned, leased or licensed by TTL or TfL which is made available for use by the Supplier or its Sub-contractors for the performance of this Agreement (excluding Supplier Sites) and which is identified as such in Schedule 2.7 (Sites);
TTL Software	the Software specified as such in Schedule 5 (Intellectual Property) which (where applicable) is owned by or licensed to TTL or TfL (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purpose of this Agreement, including any modifications or enhancements to such Software created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) or by or on behalf of TTL or TfL for the purpose of this Agreement;
TTL's Configuration Management System	a set of tools, data and information used by TTL in performing Configuration Management;
UK	the United Kingdom;
Unavailable	the RTO System is not Available and "**Unavailability**" shall have a corresponding meaning;
User	any individual user of the RTO System and/or relevant service provided under this Agreement as TTL or TfL may authorise from time to time, which may include (without limit) the following types of users: LSTCC Coordinators/Supervisors, Corridor Managers, Network Performance Modellers/Engineers, Traffic Directorate users and database administrators;
UTC System	TTL's urban traffic control system (or relevant elements) specified in Schedule 5 (Intellectual Property);
UTC/SCOOT System	TTL's traffic management system at the Effective Date which includes the UTC System and TfL's licensed version of the SCOOT System;
Utilisation	in relation to a Configuration Item identified in the Capacity Plan, the proportion of the total Capacity of that Configuration Item that is being used, and "**Utilised**" shall have a corresponding meaning;
VAT	value added tax as provided for in the Value Added Tax Act 1994;
VfM Initiative	an initiative proposed by the Supplier in accordance with Schedule 7.2 (Value for Money) for the delivery of a value for money opportunity for TTL in respect of the Support Services;
VfM Initiative Proposal	each proposal for a VfM Initiative submitted by the Supplier in accordance with paragraph 2 of Schedule 7.2 (Value for Money);

Workaround	reducing or eliminating the impact of an Incident or Problem for which a full resolution is not yet available (e.g. by restarting a failed Configuration Item);
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales; and
Workplace Harassment Policy	TTL's workplace harassment policy as notified to the Supplier from time to time.