

SCHEDULE 7

Charging & Operational Pricing

Redacted Version

1. Scope

1.1 This Schedule 7 sets out the following pricing and financial provisions related to this Agreement:

- (A) Milestone Payments;
- (B) Service Charges;
- (C) Annual Contract Indexation
- (D) the Billing Model (and, for information, the Bid Pricing Template);
- (E) Service Provider invoicing; and
- (F) TUPE True-up Payment.

1.2 Certain of the Service Charges set out in this Schedule are derived from an allocation between this Agreement and the EOps Services Agreement of amounts - which relate to the Service Provider's provision of services under both agreements. Accordingly, the Parties have agreed that if the EOps Services Agreement is terminated then such Service Charges shall be amended in accordance with paragraph 3.6.

2. Milestone Payments

2.1 The maximum aggregate amount payable by TfL in relation to the Service Provider's delivery of the Milestones is the Implementation Cost, as set out in Table 1 (Milestones) of Schedule 3 (*Milestones and Deliverables*), such amount being payable as follows:

- (A) eighty per cent. (80%) as the aggregate of the Milestone Payments in respect of all of the Milestones (excluding Milestone T5 (Initial Operational Review Complete));
- (B) ten per cent. (10%) as the Milestone Payment for Milestone T5 (Initial Operations Review Complete); and
- (C) ten per cent. (10%) as the aggregate of the On-time Delivery Payments in respect of the Key Milestones,

such amounts being payable in accordance with paragraphs 7 and 8 of Schedule 3 (*Milestones and Deliverables*).

2.2 When payable in accordance with paragraphs 7 and 8 of Schedule 3 (*Milestones and Deliverables*), the Service Provider shall submit a request for a Milestone

Payment and/or an On-time Delivery Payment using the Billing Model in accordance with paragraph 7 below.

3. **Service Charges**

3.1 Subject to paragraphs 3.2 and 3.6, TfL shall pay the following Service Charges each month during the Operational Phase:

(A) **Operational Charge**

A variable charge calculated by entering actual volumes of each Operational Chargeable Process in that month into the Billing Model.

For the avoidance of doubt, the Billing Model calculates the Operational Charge from the actual volumes of the Operational Chargeable Processes by reference to (i) a fixed staff unit rate and (ii) a fixed non-staff unit rate (in each case as set out in the Billing Model).

(B) **Support Charge (Staff)**

A fixed monthly charge, such amount depending on the Operational Year in which the month occurs as follows:

Month	Support Charge (Staff)
for months during the EOps Partial Commencement Period	<i>(Information Redacted)</i>
for months during Operational Year 1	<i>(Information Redacted)</i>
for months during Operational Year 2	<i>(Information Redacted)</i>
for months during Operational Year 3	<i>(Information Redacted)</i>
for months during Operational Year 4	<i>(Information Redacted)</i>
for months during Operational Year 5	<i>(Information Redacted)</i>

and if, prior to the end of the Initial Term, TfL elects to extend this Agreement for an Extended Term, a fixed monthly amount for each month during that Extended Term, such amount depending on the length of Extended Term elected as follows:

Extended Term duration	Support Charge (Staff)
Extended Term of 0-12 months	<i>(Information Redacted)</i>
Extended Term of 13-24 months	<i>(Information Redacted)</i>
Extended Term of 25-36 months	<i>(Information Redacted)</i>

Extended Term of 37-48 months	<i>(Information Redacted)</i>
Extended Term of 49-60 months	<i>(Information Redacted)</i>

and if during the Extended Term TfL elects to further extend the Extended Term, such amount as is determined by the Parties in accordance with the Change Control Request Procedure.

(C) Support Charge (Non-Staff)

A fixed monthly charge, such amount depending on the Operational Year in which the month occurs as follows:

Month	Support Charge (Non-Staff)
for months during the EOps Partial Commencement Period	<i>(Information Redacted)</i>
for months during Operational Year 1	<i>(Information Redacted)</i>
for months during Operational Year 2	<i>(Information Redacted)</i>
for months during Operational Year 3	<i>(Information Redacted)</i>
for months during Operational Year 4	<i>(Information Redacted)</i>
for months during Operational Year 5	<i>(Information Redacted)</i>

and if, prior to the end of the Initial Term, TfL elects to extend this Agreement for an Extended Term, a fixed monthly amount for each month during that Extended Term, such amount depending on the length of Extended Term elected as follows:

Extended Term duration	Support Charge (Non-Staff)
Extended Term of 0-12 months	<i>(Information Redacted)</i>
Extended Term of 13-24 months	<i>(Information Redacted)</i>
Extended Term of 25-36 months	<i>(Information Redacted)</i>
Extended Term of 37-48 months	<i>(Information Redacted)</i>
Extended Term of 49-60 months	<i>(Information Redacted)</i>

and if during the Extended Term TfL elects to further extend the Extended Term, such amount as is determined by the Parties in accordance with the Change Control Request Procedure.

(D) Overhead Charge

A fixed monthly charge, such amount depending on the Operational Year in which the month occurs as follows:

Month	Overhead Charge
for months during the EOps Partial Commencement Period	<i>(Information Redacted)</i>
for months during Operational Year 1	<i>(Information Redacted)</i>
for months during Operational Year 2	<i>(Information Redacted)</i>
for months during Operational Year 3	<i>(Information Redacted)</i>
for months during Operational Year 4	<i>(Information Redacted)</i>
for months during Operational Year 5	<i>(Information Redacted)</i>

and if, prior to the end of the Initial Term, TfL elects to extend this Agreement for an Extended Term, a fixed monthly amount for each month during that Extended Term, such amount depending on the length of Extended Term elected as follows:

Extended Term duration	Overhead Charge
Extended Term of 0-12 months	<i>(Information Redacted)</i>
Extended Term of 13-24 months	<i>(Information Redacted)</i>
Extended Term of 25-36 months	<i>(Information Redacted)</i>
Extended Term of 37-48 months	<i>(Information Redacted)</i>
Extended Term of 49-60 months	<i>(Information Redacted)</i>

and if during the Extended Term TfL elects to further extend the Extended Term, such amount as is determined by the Parties in accordance with the Change Control Request Procedure.

(E) Pass-Through Charges

The aggregate of all Pass-Through Charges payable by TfL in accordance with paragraph 5 below;

3.2 The Service Charges in a month shall be reduced (in the case of paragraphs 3.2(A), 3.2(C) and 3.2(D)) or increased (in the case of paragraph 3.2(B)) by the following (to the extent applicable):

(A) **Service Failure Deductions** for that month, calculated in accordance with Schedule 5 (*Service Level Agreement*) (the Service Failure Deduction Cap for a month being twenty per cent. (20%) of the total Service Charge for that month);

- (B) **Customer Satisfaction Incentive Payments**, if any, due that month, calculated in accordance with Schedule 5 (*Service Level Agreement*);
- (C) **Gainshare** payable by the Service Provider within the three (3) months following the publication Service Provider Financial Statements, calculated in accordance with Schedule 23 (*Gainsharing*); and
- (D) any other deductions due in accordance with this Agreement (including any overpayments made by TfL to the Service Provider).

3.3 If TfL elects an Extended Term, or further extension of the Extended Term, which is a non-integer multiple of twelve (12) months and:

- (A) the Service Provider can demonstrate to TfL's reasonable satisfaction (and in advance of doing so) that to deliver the Services during such Extended Term it must incur:
 - (1) a Third Party's licence fees or support and maintenance fees for Software in the Service Systems; or
 - (2) rent payable to a Third Party for Service Provider Premises,in 12-monthly increments; and
- (B) to the extent requested by TfL, the Service Provider allows TfL to participate in, or provides TfL with information in respect of, the associated extension discussions with the relevant Third Party,

then TfL shall, in addition to the fixed monthly charges set out in paragraphs 3.1(C) and 3.1(D) above, reimburse the Service Provider for such Third Party fee or rent which the Service Provider has incurred (in equal monthly instalments in arrears).

3.4 The Service Charges set out in this paragraph 3 in respect of Extended Terms do not include charges for any refresh or replacement of equipment that may be required in respect of any such Extended Term. If TfL elects to extend this Agreement for an Extended Term (or to further extend the Extended Term) the additional Service Charges (if any) payable for any necessary equipment refresh or replacement shall be determined in accordance with the Change Control Request Procedure, provided that Annex F sets out the maximum amount of any such additional Service Charges.

3.5 For the first and the last months in the Operational Phase, the fixed Charge Elements for that month shall be pro-rated to reflect the proportion of the days in the month which fall within the Operational Phase.

3.6 If the EOps Services Agreement is terminated, the Support Charge (Staff), Support Charge (Non-Staff) and Overhead Charge shall be adjusted as set out in Annex E.

3.7 Any changes to the Service Charges (save as described in paragraphs 3.2 and 3.6) must be considered and implemented in accordance with:

- (A) Schedule 9 (*Change Control Request Procedure*); or

(B) Schedule 36 (*Value for Money Review Process*).

3.8 If the monthly volume of all Operational Chargeable Processes within a Process Category exceeds the relevant Process Category Upper Volume Threshold for three (3) consecutive months:

(A) the Parties shall discuss whether Changes to the Services or Service Systems are required in order to address the volume of the relevant process(es) within that Process Category and, if appropriate shall consider and implement the relevant Changes (and associated change to the Service Charges) in accordance with the Change Control Request Procedure: and

(B) TfL may, in its absolute discretion, agree to disapply the accrual of Service Failure Points in respect of the excess volume of the relevant process(es) within that Process Category.

3.9 In any month for which the total monthly volume of all Operational Chargeable Processes within a Process Category is lower than the relevant Process Category Lower Volume Threshold, the Operational Charges for that month in respect of the Operational Chargeable Processes within that Process Category shall be calculated by entering into the Billing Model volumes for each Operational Chargeable Process within that Process Category equal to 40% (forty per cent) of the Process Volume Baseline for that month for that Operational Chargeable Process (and if a billing month crosses two calendar months the volume entered in the Billing Model will be calculated using daily volumes derived from the Process Volume Baseline for the relevant calendar month pro-rated by the number of days in that calendar month). For the avoidance of doubt, if in such circumstances the total monthly volume of an Operational Chargeable Process within such Process Category is higher than the 40% (forty per cent) of the Process Volume Baseline for that month then the volume entered into the Billing Model shall be 40% (forty per cent) of the of the Process Volume Baseline for that month.

3.10 If the monthly volume of all Operational Chargeable Processes within a Process Category is lower than the relevant Process Category Lower Volume Threshold for three (3) consecutive months, the Parties shall discuss whether Changes to the Services or Service Systems are required in order to address such volume of the relevant process(es) within that Process Category and, if appropriate shall consider and implement the relevant Changes (and associated change to the Service Charges) in accordance with the Change Control Request Procedure.

4. **Annual Contract Indexation**

4.1 On the first day of each Operational Year (each such date being an “Indexation Date”) for the duration of the Agreement, the Operational Charge, Support Charge (Staff), Support Charge (Non-Staff), Overhead Charge and Day Rates shall be adjusted in accordance with the following formula:

$$C_{t+1} = C_t \times \max\left(1, \frac{Index_t}{Index_{t-1}}\right)$$

Where:

- C = Charge Element (or Day Rate)
- t = the year immediately prior to the Indexation Date on which Indexation is being applied;
- t - 1 = the year immediately prior to year t;
- t + 1 = the year immediately after year t
- Index = for each Charge Element, the value of applicable index for that Charge Element (as set out in the table below) as at the end of the month which is eight (8) months after the first day of year t-1;

Charge Element	Applicable Index
Operational Charge	AWE: Whole Economy; K54L
Support Charge (Staff)	MM19: 5002630000: Average Weekly Earnings Index for 26-30; K502
Support Charge (Non-Staff)	PPI:7112260000: Comp, electronic and optical prods; K387
Overhead Charge	RPI, Table 20 All items

Source: www.ONS.gov.uk

For the avoidance of doubt Pass-Through Charges are not subject to Indexation.

5. **Pass-Through Charges**

- 5.1 The Service Provider may charge TfL for those costs and expenses properly paid by the Service Provider to Third Parties in connection with the provision of the Services, provided that:
- (A) the relevant Third Party and a description of the type of cost must first be included in the Billing Model;
 - (B) no margin, uplift or administration fee (or similar increase) may be charged by the Service Provider in respect of such costs or expenses;
 - (C) the amount of such costs or expenses must be reasonable (or approved in advance by TfL).
- 5.2 The Service Provider shall ensure that all Pass-Through Charge which it incurs are fair and reasonable and represent the best value available to TfL, including without limitation by using bulk discount schemes to reduce costs. Without prejudice to Clause 36 (*Audit and Inspection*):

- (A) the Service Provider shall maintain and on request furnish such particulars as TfL may reasonably require in relation to a Pass-Through Charge in order that TfL may be satisfied that such Pass-Through Charge is fair and reasonable; and
- (B) TfL shall have the right to inspect and audit Pass-Through Charges in accordance with Clause 36 (*Audit and Inspection*).

5.3 If the Service Provider has charged TfL, as Pass-Through Charges, for items that are not properly payable by TfL in accordance with this paragraph 5, TfL shall be entitled to recover from the Service Provider the cost of such items and any further costs and expenses incurred by TfL in respect of any inspection or audit carried out by TfL, plus interest on such sums at the Interest Rate and in accordance with Clause 28 (*Interest*) (calculated over the period from the date of the over-payment by TfL to the date of the Service Provider's reimbursement thereof).

6. **The Billing Model**

6.1 The Billing Model as at the date of this Agreement is attached as Annex A to this Schedule. The Billing Model shall be updated throughout the Term, such updates to be considered and implemented in accordance with the Change Control Request Procedure.

6.2 The Service Provider shall ensure that the Document Library at all times contains the up-to-date version of the Billing Model.

7. **Service Provider Invoicing**

7.1 The Service Provider may include details of Charges applicable under this Agreement and the EOPs Services Agreement on a single invoice.

7.2 During the Implementation Phase, the Service Provider shall within ten (10) Working Days after the Acceptance of a Milestone populate the Billing Model with the Milestone Payment and any On-Time Delivery Payment which is due in respect of that Milestone (in accordance with paragraph 2) and submit it to TfL for Approval. and

7.3 During the Operational Phase, the Service Provider shall within ten (10) Working Days after the end of a month populate the Billing Model with the Service Charges due in relation to that month (in accordance with paragraph 3) and submit all relevant Operational Chargeable Process Reports, Performance Reports and any other documentation reasonably required by TfL detailing the Service Provider's performance for that month (including as required pursuant to Schedule 10 (*Contract Management and Reporting*) and Schedule 5 (*Service Level Agreement*)).

7.4 If Relief Event Costs are agreed or determined to be payable by TfL in accordance with Clause 56, the Service Provider shall include an amount equal to such Relief Event Costs in the next Billing Model which is populated pursuant to paragraph 7.1 or paragraph 7.3.

7.5 Following termination or Partial Termination of this Agreement, the Service Provider shall (if applicable) within ten (10) Working Days of the Termination Compensation Date populate the Billing Model with the Termination Compensation due in relation

to such termination or Partial Termination (in accordance with Clause 62.2 and Schedule 6 (*Termination Compensation*)).

7.6 When paid by the Service Provider, the Service Provider shall ensure that Gainshare is recorded in the next Billing Model which is populated pursuant to paragraph 7.1 or paragraph 7.2.

7.7 Following Approval of the populated Billing Model pursuant to paragraph 7.1, 7.3, 7.5 or 7.5 (such Approval to be completed reasonably promptly), the Service Provider may issue invoices for the amounts set out in the Approved Billing Model, provided that the Service Provider shall ensure that each such invoice is:

(A) issued:

(1) during the Implementation Phase, in the format set out in Annex B; and

(2) during the Operational Phase, in the format set out in Annex C; and

(B) addressed to the following address (or such other address as may be notified by TfL to the Service Provider from time to time in accordance with Clause 73 (*Notices*):

Accounts Payable,
Transport for London (TFL),
Financial Service Centre (FSC),
PO Box 45276,
14 Pier Walk,
London, SE10 1AJ

(C) delivered in PDF format via email to the following email address, or such other email address as may be notified by TfL to the Service Provider from time to time in accordance with Clause 73 (*Notices*):

Accountspayable@tfl.gov.uk

7.8 TfL shall make such payments properly due to the Service Provider in accordance with this Schedule to the following bank account (or such other bank account as may be notified by the Service Provider to TfL from time to time in accordance with Clause 73 (*Notices*)):

[REDACTED]

(Information Redacted)

8. **TUPE True-Up**

8.1 Adjustments will be made to the line item titled "TUPE True-Up" in the Billing Model in accordance with this paragraph 8.

8.2 TfL shall pay to the Service Provider an amount equal to **(Information Redacted)**

(on or before the date which is ten (10) Working Days after the Operational Commencement Date, as an estimate of the Redundancy Costs and Direct Staff Costs in respect of Transferring Employees (the "**Estimated TUPE Costs**").

- 8.3 Three (3) months after the Operational Commencement Date, TfL and the Service Provider will work together to calculate the aggregate actual Redundancy Costs and actual Direct Staff Costs that the Service Provider has incurred for each Transferring Employee, including any such costs which have been incurred but which have not been paid by or on behalf of the Service Provider (the "**Actual TUPE Costs**").
- 8.4 As soon as reasonably practicable following agreement as to the calculation of the Actual TUPE Costs:
- (A) if the Actual TUPE Costs exceed the Estimated TUPE Costs, and provided that the Service Provider has provided to TfL such evidence of payment of the Actual TUPE Costs as TfL may reasonably request TfL shall pay to the Service Provider an amount equal to the difference between the Actual TUPE Costs and the Estimated TUPE Costs.
 - (B) if the Estimated TUPE Costs exceed the Actual TUPE Costs, the Service Provider shall pay to TfL an amount equal to the difference between the Actual TUPE Costs and the Estimated TUPE Costs.
- 8.5 The Service Provider shall provide such evidence of the Actual TUPE Costs as is reasonably requested by TfL to verify the figures being calculated.
- 8.6 The Service Provider agrees to make reasonable efforts and to take any such steps as may be reasonable in the circumstances to minimise the number and extent of any redundancies of Transferring Employees.
- 8.7 For the purposes of this paragraph 8:
- (A) "**Direct Staff Costs**" means, in respect of a Transferring Employee, the salary, benefits and associated payroll-related taxes (including all employer and employee National Insurance Contributions) of such Transferring Employees within the three (3) month period immediately following the Relevant Transfer Date; and
 - (B) "**Redundancy Costs**" means, in respect of a Transferring Employee, the redundancy sums reasonably incurred by the Service Provider within the three (3) month period immediately following the Relevant Transfer Date being:
 - (1) notice monies (to the extent it was not reasonably practicable for notice to be worked);
 - (2) statutory and contractual redundancy pay; and
 - (3) any pension scheme related costs,for such Transferring Employee, provided that such Transferring Employee is

dismissed solely on grounds of redundancy (within the meaning of section 139 Employment Rights Act 1996) and provided that the Service Provider has not amended, so as to be more favourable to such Transferring Employee, any terms related to redundancy,

but excluding:

- (4) any payments made pursuant to a settlement or compromise agreement; and
- (5) any payments ordered to be paid by a court or tribunal of competent jurisdiction in respect of any breach of the Transferring Employee's rights, including without limitation any payments or awards made in respect of unfair dismissal, unlawful discrimination and/or failure to inform and consult.

8.8 Any issue or Dispute in relation to this paragraph 8 (including the calculation of the Actual TUPE Costs) shall be resolved in accordance with the Dispute Resolution Procedure.

9. **Bid Pricing Template**

9.1 The Bid Pricing Template is attached at Annex B for information only. For the avoidance of doubt, although the Bid Template as at the date of this Agreement reflects the Bid Pricing Template:

- (A) the Bid Pricing Template will not be maintained during the Term;
- (B) the Bid Pricing Template will not be used for calculating or amending the Service Charges; and
- (C) if assumptions in the Bid Pricing Template are shown to be inaccurate, TfL shall be under no obligation to agree to any amendment to the Service Charges.

ANNEX A

BILLING MODEL

The Billing Model as at the date of this Agreement is embedded below and included in the Exchanged CD.

(Information Redacted)

ANNEX B
INVOICING TEMPLATE (IMPLEMENTATION PHASE)

Invoice (Implementation Phase)			
TfL Address	Invoice Date: Invoice Number: Authority Purchase Order:		20/07/2015 [•] TfL [•]
Milestone Payment (*Refer to Milestone Reference in Schedule 3)			
Milestone Completion date	30/06/2015		
	Amount £ Sterling		Amount £ Sterling
Milestone Payment Value	£[•]		
On-time Delivery Payment	£[•]	-	£[•]
Less Other Deductions	-£[•]	-	£[•]
Total Charges for the month Excluding VAT			£[•]
Total VAT			£[•]
Total Amount Payable			£[•]

ANNEX C INVOICING TEMPLATE (OPERATIONAL PHASE)

Invoice (Operational Phase)			
TfL Address	Invoice Date: Invoice Number: Authority Purchase		[•] [•] TfL [•]
Schedule of Charges [Example]			
Reference – Schedule 7			
Fixed month Charges			
From:	To:		
	Amount £		
	Sterling		
Charges for BOps agreement			
Operational Charge	£[•]		
Support Charge (Staff)	£[•]		
Support Charge (Non-Staff)	£[•]		
Overhead Charge	£[•]		
Pass-Through Charges	£[•]		
Less			
Service Failure Deductions against Invoice XX	-£[•]		
Customer Satisfaction Incentive Payment against Invoice XX	-£[•]		
Net charges for BOps		£[•]	
Charges for EOps agreement			
Operational Charge	£[•]		
Support Charge (Staff)	£[•]		
Support Charge (Non-Staff)	£[•]		
Overhead Charge	£[•]		
Pass-Through Charges	£[•]		
Less			
Service Failure Deductions against Invoice XX	-£[•]		
Customer Satisfaction Incentive Payment against Invoice XX	-£[•]		
Net charges for EOps		£[•]	
Gainshare against Invoice XX		-£[•]	
Total Charges for the month Excluding VAT			£[•]
Total VAT			£[•]
Total Amount Payable			£[•]

ANNEX D
PRICING TEMPLATE

(Information Redacted)

ANNEX E**SERVICE CHARGE ADJUSTMENT UPON TERMINATION OF THE EOPS SERVICES AGREEMENT**

If the EOps Services Agreement is terminated, the Service Charges shall be adjusted by replacing the values in paragraphs 3.1(B), 3.1(C) and 3.1(D) in this Schedule with the following corresponding amounts.

(B) Support Charge (Staff)

A fixed monthly charge, such amount depending on the Operational Year in which the month occurs as follows:

Month	Support Charge (Staff)
for months during the EOps Partial Commencement Period	<i>(Information Redacted)</i>
for months during Operational Year 1	<i>(Information Redacted)</i>
for months during Operational Year 2	<i>(Information Redacted)</i>
for months during Operational Year 3	<i>(Information Redacted)</i>
for months during Operational Year 4	<i>(Information Redacted)</i>
for months during Operational Year 5	<i>(Information Redacted)</i>

and if, prior to the end of the Initial Term, TfL elects to extend this Agreement for an Extended Term, a fixed monthly amount for each month during that Extended Term, such amount depending on the length of Extended Term elected as follows:

Extended Term duration	Support Charge (Staff)
Extended Term of 0-12 months	<i>(Information Redacted)</i>
Extended Term of 13-24 months	<i>(Information Redacted)</i>
Extended Term of 25-36 months	<i>(Information Redacted)</i>
Extended Term of 37-48 months	<i>(Information Redacted)</i>
Extended Term of 49-60 months	<i>(Information Redacted)</i>

and if during the Extended Term TfL elects to further extend the Extended Term, such amount as is determined by the Parties in accordance with the Change Control Request Procedure.

(C) Support Charge (Non-Staff)

A fixed monthly charge, such amount depending on the Operational Year in which the month occurs as follows:

Month	Support Charge (Non-Staff)
for months during the EOps Partial Commencement Period	<i>(Information Redacted)</i>
for months during Operational Year 1	<i>(Information Redacted)</i>
for months during Operational Year 2	<i>(Information Redacted)</i>
for months during Operational Year 3	<i>(Information Redacted)</i>
for months during Operational Year 4	<i>(Information Redacted)</i>
for months during Operational Year 5	<i>(Information Redacted)</i>

and if, prior to the end of the Initial Term, TfL elects to extend this Agreement for an Extended Term, a fixed monthly amount for each month during that Extended Term, such amount depending on the length of Extended Term elected as follows:

Extended Term duration	Support Charge (Non-Staff)
Extended Term of 0-12 months	<i>(Information Redacted)</i>
Extended Term of 13-24 months	<i>(Information Redacted)</i>
Extended Term of 25-36 months	<i>(Information Redacted)</i>
Extended Term of 37-48 months	<i>(Information Redacted)</i>
Extended Term of 49-60 months	<i>(Information Redacted)</i>

and if during the Extended Term TfL elects to further extend the Extended Term, such amount as is determined by the Parties in accordance with the Change Control Request Procedure.

(D) Overhead Charge

A fixed monthly charge, such amount depending on the Operational Year in which the month occurs as follows:

Month	Overhead Charge
for months during the EOps Partial Commencement Period	<i>(Information Redacted)</i>
for months during Operational Year 1	<i>(Information Redacted)</i>
for months during Operational Year 2	<i>(Information Redacted)</i>

for months during Operational Year 3	<i>(Information Redacted)</i>
for months during Operational Year 4	<i>(Information Redacted)</i>
for months during Operational Year 5	<i>(Information Redacted)</i>

and if, prior to the end of the Initial Term, TfL elects to extend this Agreement for an Extended Term, a fixed monthly amount for each month during that Extended Term, such amount depending on the length of Extended Term elected as follows:

Extended Term duration	Overhead Charge
Extended Term of 0-12 months	<i>(Information Redacted)</i>
Extended Term of 13-24 months	<i>(Information Redacted)</i>
Extended Term of 25-36 months	<i>(Information Redacted)</i>
Extended Term of 37-48 months	<i>(Information Redacted)</i>
Extended Term of 49-60 months	<i>(Information Redacted)</i>

and if during the Extended Term TfL elects to further extend the Extended Term, such amount as is determined by the Parties in accordance with the Change Control Request Procedure.

ANNEX F

CAPS FOR INCREMENTAL EQUIPMENT REFRESH/REPLACEMENT COSTS (COMBINED BOPS and EOPS)

For Operational Years in an Extended Term during which the EOps Services Agreement remains effective, the amount of additional Service Charges payable for equipment refresh/replacement plus any additional charges under the EOps Services Agreement in that Operational Year payable for equipment refresh/replacement shall not exceed the amounts set out in Table 1 below:

Table 1

(Information Redacted)

For Operational Years in an Extended Term in which the EOps Services Agreement does not remain effective, the amount of additional Service Charges payable for equipment refresh/replacement shall not exceed the amounts set out in Table 2 below:

Table 2

(Information Redacted)