

SCHEDULE 16

Exit Plan

1. **Scope**

1.1 This schedule:

- (A) sets out the strategy to be followed on the termination (including Partial Termination) or expiry of this Agreement; and
- (B) requires the Service Provider to support an orderly, controlled transition of responsibility for the provision of the Services from the Service Provider to a New Service Provider, at TfL's direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to TfL by means of the implementation of the Exit Plan.

2. **Exit Strategy**

2.1 The initial exit strategy is set out in Annex A to this schedule ("**Exit Strategy**").

2.2 Without prejudice to any Approval given by TfL pursuant to paragraph 4.1 and subject to paragraph 4.3, the Service Provider shall revise the Exit Strategy from time to time throughout the Term to take into account changing technologies and any changes to the scope or nature of the Services, including any Change.

2.3 The Service Provider shall make such amendments to the Exit Strategy as TfL may require from time to time.

3. **Development and Review of Exit Plan**

3.1 The Service Provider shall prepare an exit plan during the Implementation Phase and submit it to TfL for Approval in accordance with schedule 3 (Milestones and Deliverables) (the "**Exit Plan**").

3.2 The Service Provider shall ensure that the Exit Plan deals as a minimum with those areas set out in the Exit Strategy, and those areas set out in paragraph 6 of this schedule to the maximum level of detail as it is reasonably possible to determine at the time of preparation of the Exit Plan, together with such other provisions as the Service Provider deems necessary or TfL may request from time to time in relation to expiry and termination of this Agreement and Partial Termination.

3.3 Without prejudice to the review pursuant to paragraph 4.1, and subject to paragraph 4.3, the Service Provider shall, on a six-monthly basis starting at the Operational Commencement Date and at any other time TfL or the Service Provider deems necessary throughout the Term:

- (A) review and revise the Exit Plan to take into account changing technologies and any changes to the scope or nature of the Services, including any Change; and

(B) agree with TfL the scope and detail of any necessary revisions to the Exit Plan and shall promptly submit such revised Exit Plan to TfL for Approval.

3.4 Without limitation to the generality of the foregoing, the Service Provider shall make such amendments to the Exit Plan as TfL may require from time to time.

4. **Service Transfer Plan**

4.1 From time to time:

(A) if requested by TfL; or

(B) if a notice of termination or a Partial Termination Notice is served by either Party in respect of this Agreement; or

(C) at the point where there is nine (9) months of the Term remaining,

(each of the dates referred to in paragraphs 4.1(A), (B) and (C) being referred to, as appropriate, in this schedule as the “**Trigger Date**”), the Service Provider shall promptly produce a detailed exit plan (the “**Service Transfer Plan**”) by developing and refining the Exit Plan as necessary to envisage either the hand-over of the Services to TfL or a New Service Provider or the winding-down of the Services (as the case may be), as instructed by TfL and shall deliver such Service Transfer Plan to TfL for its review and Approval within thirty (30) Working Days of the relevant Trigger Date (or, where paragraph 4.1(B) applies, such earlier date as TfL may specify (acting reasonably)).

4.2 The Service Provider shall:

(A) ensure that the Service Transfer Plan deals as a minimum with developing in more detail those areas set out in the Exit Plan, together with such other provisions as the Service Provider deems necessary in accordance with Good Industry Practice or TfL may require from time to time; and

(B) revise and update the Service Transfer Plan in accordance with any reasonable instructions of TfL from time to time in each case so as to establish a detailed plan and management structure for all activities required for exit of the Service Provider under the specific conditions applying at the time and to enable a smooth and orderly transition of the Services to a New Service Provider within the specified timescales.

4.3 Production, revision and updating of the Exit Plan and the Service Transfer Plan shall be at the Service Provider’s cost and expense.

5. **Disclosure of Exit Documents**

The Service Provider acknowledges that, notwithstanding any of TfL’s obligations of confidentiality under this Agreement, TfL may at any time disclose the Exit Strategy, Exit Plan and/or Service Transfer Plan to Third Parties who are tendering or involved in the tendering process for the re-let of the Services or substantially similar services on termination or expiry of this Agreement or Partial Termination to a New Service Provider.

6. Contents of the Exit Plan and Service Transfer Plan

- 6.1 The Service Provider shall ensure that the Exit Plan and Service Transfer Plan shall between them contain all detail necessary to effect a smooth and orderly termination of the Services and hand-over to TfL or a New Service Provider, and shall, without limitation to the generality of the foregoing:
- (A) set out the respective obligations of the parties and applicable timescales;
 - (B) document the key service outputs, which shall include, but not be limited to, a breakdown of the volumes of key service measures in each of the last six (6) Months;
 - (C) document specifications of any and all interfaces (whether technical, administrative or otherwise) between relevant Assets and Hardware, Software and Systems of the Service Provider and any external Systems and/or Data sources together with a definition of the responsibilities of the various System owners and records of the past performance of such external Systems and/or Data sources;
 - (D) document details of any work in progress the Service Provider will deliver to TfL or a New Service Provider on the expiry or termination of the Agreement or on Partial Termination;
 - (E) document the levels of resources employed by the Service Provider in the provision of the Services in the previous year including but not limited to the numbers and grades of all Personnel employed in the provision of the Services, in accordance with the level of detail set out in clause 36 (Service Provider Personnel – Information), the Data processing and printing capacities required to provide the Services and any accommodation occupied by the Service Provider and any of its Sub-Contractors or agents to the extent they are involved in the provision of the Services;
 - (F) document details of Personnel transfer in accordance with the TUPE Regulations including without limitation such information as the Service Provider is required to provide in accordance with clause 36 (Service Provider Personnel – Information);
 - (G) include a list of Key Personnel;
 - (H) document each party's responsibilities for the provision of the Services commencing on the Trigger Date:
 - (1) up to the Termination Date, Partial Termination Date or Expiry Date;
 - (2) on the Termination Date, Partial Termination Date or Expiry Date; and
 - (3) during any parallel running of the Services by the Service Provider and TfL or any New Service Provider (if relevant);
 - (I) include details of the parties' respective responsibilities and obligations during preparation for, and the transfer of:

- (1) relevant Assets and all associated warranties and guarantees;
 - (2) Sub-Contracts;
 - (3) Data (including proposals for data migration and data deletion, as appropriate);
 - (4) required consents;
 - (5) operational documentation including customer records and databases, configuration documentation and manuals;
 - (6) Software licences;
 - (7) escrow agreements relating to Escrow Software; and
 - (8) any and all security devices, encryption keys, digital signatures, digital certificates and algorithms provided that actual live encryption keys and certificates shall not be disclosed until expressly required by TfL in writing;
- (J) include the timetable for the transfer of the Services which shall include:
- (1) the transfer and cut-over milestones (being the points at which the Services or parts thereof transfer from the Service Provider to TfL and/or a New Service Provider), identifying dates, events, and criteria to be met for completion of the transfer;
 - (2) dependencies on TfL, the Service Provider, any New Service Provider and Third Parties;
 - (3) when the Service Provider shall:
 - (a) make Assets available for inspection by TfL;
 - (b) provide:
 - (i) Data;
 - (ii) the Asset Register;
 - (iii) Design Documents;
 - (iv) Specifications;
 - (v) Software;
 - (vi) Software licences; and
 - (vii) security devices, encryption keys, Digital Certificates, algorithms and any associated Software; and
 - (c) hand over Assets;

- (4) the timing as to when TfL and New Service Provider shall review Data (if relevant);
 - (5) the timing of the training of the employees of TfL or the New Service Provider;
 - (6) the timing for transfer of Personnel and related activities; and
 - (7) the obligations and related timings of Third Parties who will need to be involved in the transfer of the Services;
- (K) document the key activities to be undertaken during exit including, without limitation:
- (1) the arrangements for continuing provision of the Services, subject to any winding-down of the Services instructed to the Service Provider in accordance with paragraph 4.1 of this schedule, in accordance with this Agreement;
 - (2) the arrangements for continuing provision of support services in relation to the Service Systems in accordance with paragraph 12 of this schedule;
 - (3) handing over to TfL Assets, Customer and other records, Design Documents, Specifications, Software, Software licences, configuration information, databases, Documentation, Asset Register, programs, fault databases, Asset maintenance history and status, manuals, procedure documentation, associated warranties and guarantees, and any other similar items used or produced during the course of the provision of the Services by the Service Provider or relating to the configuration control of the Service Systems provided under the Services;
 - (4) due diligence on Assets, contracts and other resources;
 - (5) briefings on all the items handed over, their status and completeness and knowledge transfer on the Services;
 - (6) the means by which no interruption of the provision of the Services or reduction in Service Levels will occur during the Hand Back Period and during transfer to the New Service Provider;
 - (7) subject to the provisions of clause 51 (Licensing of Intellectual Property Rights), the transfer to TfL (for the remainder of the term of the relevant licence) of all Software licences and other licences used in the provision of the Services by the Service Provider including an outline of any special transition provisions relating to the transfer or removal of any Software or the transfer or termination of any Software licences and details of any licences which will expire at the end of the Term in accordance with clause 51 (Licensing of Intellectual Property Rights);
 - (8) an outline of the procedures for the transfer and/or removal of Data from the Systems (including without limitation Data cleansing,

- correction, checking, quality assessment, verifying or other processing as required in preparation for Data migration);
- (9) subject to the provisions of paragraph 11.2 of this schedule, an outline of any training of TfL's or New Service Provider's employees required to effect an orderly and successful transition of the Services;
 - (10) an outline of the transition provisions relating to the transfer of Third Party contracts;
 - (11) procedures and timeframe for the handback or destruction of documents and Assets containing each Party's Intellectual Property Rights;
 - (12) subject to the provisions of paragraph 9 of this schedule, arrangements which the Service Provider proposes for TfL or a New Service Provider continuing to use the Service Provider's Premises, covering access, security, space to be used, any modifications to be made to the Service Provider's Premises to allow their continued use;
 - (13) the arrangements for hand over of the Premises other than the Service Provider's Premises;
 - (14) the arrangements for transfer of Personnel including communications, briefing and negotiation;
 - (15) the provision of a data room (if required by TfL) into which information required to be provided by the Service Provider under the Service Transfer Plan shall be placed, for TfL and New Service Provider to inspect, and make copies for removal;
 - (16) any contracts which will be novated from the Service Provider to a New Service Provider (including without limitation escrow agreements);
 - (17) preparation and testing of Data checking, verification, cleansing, review, quality analysis and assurance, integrity and migration programs; and
 - (18) arrangements for sharing Data to enable parallel running and/or testing by the New Service Provider;
- (L) detail the Documentation to be prepared and made available by the Service Provider during exit including without limitation:
- (1) Data on Personnel as defined by, and constrained by, the TUPE Regulations and other employment legislation;
 - (2) Asset Register including release and version numbers;
 - (3) configuration data for the Service Systems;
 - (4) Services databases and structure;

- (5) service documentation covering Incidents and Service Levels achieved over the past twelve (12) months, and Service Level measurement method;
- (6) status of Third Party Software covering without limitation supplier, version, upgrade status;
- (7) status of Specially Written Software, including Source Code and Documentation;
- (8) System and equipment fault databases;
- (9) Asset maintenance history and status;
- (10) Asset warranties and guarantees;
- (11) manuals for the key applications;
- (12) process and procedure Documentation;
- (13) outline of the financial information relevant to the Services (as required in the Financial Reports);
- (14) other items relating to the provision of the Services by the Service Provider or relating to the configuration control of the Service Systems;
- (15) key service outputs relating to the Services;
- (16) specifications of any technical and/or administrative Interfaces between the Assets and any external Systems;
- (17) details of any work in progress;
- (18) the list of all required consents to effect a smooth and orderly termination of the Services and hand-over to TfL or a New Service Provider as the case may be;
- (19) the list of Sub-Contracts, other contracts relating to the provision of the Services or licences relating to the Licensed Materials (subject to the provisions of clause 51 (Licensing of Intellectual Property Rights)) to be novated to TfL or a New Service Provider;
- (20) an inventory of spare Hardware and parts ("**Spares**"), if any, purchased by the Service Provider necessarily or with the written approval of TfL in order to provide the Services or any part of it;
- (21) full copies of all Sub-Contracts which will be novated to TfL or the New Service Provider as appropriate, together with all relevant reference and operational documentation;
- (22) the list of all of the Service Provider's internal and Third Party support arrangements used in the operation and delivery of the Services and any Sub-Contracts which are not to be novated to TfL or a New Service

Provider under paragraph 6.1(L)(19) to the extent such arrangements are not covered by paragraphs 6.1(L)(10) and 6.1(L)(21) of this schedule; and

(23) any other information or action pertaining to the Service Transfer Plan reasonably required by TfL to ensure a smooth and timely transfer to TfL or New Service Provider as the case may be;

(M) if TfL is taking Step-In Action which is continuing at the Termination Date, Partial Termination Date or Expiry Date, include an explanation as to how this impacts each of the points referred to above.

7. **Implementation of Service Transfer Plan**

- 7.1 Upon Approval of the Service Transfer Plan by TfL (or determination of the Service Transfer Plan in accordance with the Dispute Resolution Procedure, as appropriate), following a Trigger Date, the Service Provider shall implement the Service Transfer Plan in accordance with its terms.
- 7.2 The Service Provider shall promptly comply with all reasonable instructions from TfL with regard to the implementation and execution of the Service Transfer Plan including, without limitation to the generality of the foregoing:
- (A) co-operating with any New Service Provider and other Third Parties, including without limitation in relation to transfer of Personnel and the transfer of Data; and
 - (B) making such Key Personnel available to the New Service Provider for a reasonable period of time after expiry, termination or Partial Termination as the case may be to be agreed between the outgoing Service Provider and TfL in order to assist in the transfer of responsibility for the provision of the Services.
- 7.3 Subject to paragraph 7.4, the charges payable to the Service Provider in relation to the implementation of the Service Transfer Plan shall be agreed in writing by the Parties and calculated in accordance with the charging rates set out in Annex G to schedule 9 (Change Control Request Procedure).
- 7.4 In no event shall the Service Provider be entitled to any payment under paragraph 7.3 in respect of any Services, work, products or activities which it was or is required to undertake or provide under this Agreement, notwithstanding the terms of the Service Transfer Plan.

8. **Assignment of Relevant Licences and Agreements**

- 8.1 The Service Provider shall, subject to the provisions of clause 51.5(C) (Licensing of Intellectual Property Rights), use reasonable endeavours to procure that, if notified by TfL that the Service Provider should do so, after the Trigger Date and on or prior to the Termination Date, Partial Termination Date or the Expiry Date (as appropriate) (the relevant date in each case being the “**End Date**”) each of the Sub-Contracts and any other contracts relating to the provision of the Services entered into by the Service Provider and each licence relating to any Licensed Materials as referred to in the Service Transfer Plan, as required in accordance with paragraph

6.1(L)(19) of this schedule is, subject to clause 51 (Licensing of Intellectual Property Rights), assigned, transferred or novated (at no cost) to TfL or the New Service Provider, at TfL's direction. The Licensed Materials to which each such assigned, transferred or novated licence relates shall in each case be the latest version of the Licensed Materials that is used by the Service Provider and/or the relevant Sub-Contractor in the provision of the Services.

- 8.2 Upon receipt from the Service Provider of all required Third Party consents in respect of a Sub-Contract or a contract relating to the provision of the Services entered into by the Service Provider or Software licence to which paragraph 8.1 applies (a "**Relevant Contract**"), the Service Provider shall, as soon as reasonably practicable, assign, transfer or novate the Relevant Contract to which the Third Party consent relates to the New Service Provider, as TfL may direct (the date from which such assignment, novation or transfer becomes effective being the "**RC Transfer Date**").
- 8.3 Until such time as it can be assigned, novated or transferred pursuant to paragraph 8.2, in respect of each Relevant Contract, the Service Provider shall unless contractually prevented from so doing, sub-contract the rights and obligations of the Service Provider under such contracts to TfL or the New Service Provider, as TfL may direct, on the same terms, *mutatis mutandis*, and for the same rates of remuneration (without imposing any margin) as apply to the contracts concerned at all times without prejudice to clauses 51 (Licensing of Intellectual Property Rights) and 52 (General Provisions relating to Intellectual Property Rights) (the date from which each such sub-contracting becomes effective being the "**RC Sub-Contract Date**").
- 8.4 Where prevented from sub-contracting pursuant to paragraph 8.3 of this schedule, the Service Provider shall hold the rights and benefits under the Relevant Contract in trust for TfL or the relevant New Service Provider absolutely from the End Date until such Third Party consent is obtained and the Relevant Contract is so assigned, transferred or novated (the date from which each such holding of rights and benefits on trust becomes effective being the "**RC Trust Date**"). The Service Provider shall, whilst so holding the rights and benefits under the Relevant Contract in trust as aforesaid, in the performance of its obligations and the exercise of its rights under the Relevant Contract, seek and act at all times in accordance with the instructions of TfL in order to secure the performance of the Relevant Contract and shall deliver to (or shall procure that there is delivered to) TfL, as soon as practicable following receipt by the Service Provider, any notice or other document concerning or relating to the Relevant Contract.
- 8.5 If:
- (A) the Service Provider holding a Relevant Contract on trust for the benefit of TfL or a New Service Provider would result in the breach of the Relevant Contract; or
 - (B) any Third Party consent is not obtained by the End Date,
- then the Relevant Contract shall be deemed to have not been transferred to TfL (or such New Service Provider) and, in either case, the parties shall make such other reasonably practicable arrangements between themselves which will, without (in the

case of paragraph 8.5(A) above) giving rise to such a breach, and so far as is practicable, secure rights for TfL or the relevant New Service Provider equivalent to those it would have enjoyed had the benefit of the Relevant Contract been transferred to it and for relieving the Service Provider from all liability under the Relevant Contract with effect from the End Date.

- 8.6 Notwithstanding any other provision of this Agreement or any document effecting any assignment, novation or transfer in accordance with this schedule, a New Service Provider shall not have any liability for any claim which may be made against the Service Provider for or in respect of any breach by the Service Provider prior to the relevant RC Sub-Contract Date or the RC Transfer Date (as applicable) of any term or obligation under any of the Relevant Contracts or failure by the Service Provider prior to the relevant RC Sub-Contract Date and/or the RC Transfer Date (as applicable) to perform any of its obligations thereunder.
- 8.7 The Service Provider shall indemnify the relevant New Service Provider (and TfL if TfL is not the New Service Provider) against the amount of any claim which may be made against them for or in respect of any breach by the Service Provider prior to the RC Transfer Date or RC Sub-Contract Date (as appropriate) of any term or obligation under any of the Relevant Contracts or failure by the Service Provider or the New Service Provider prior to the RC Transfer Date or RC Sub-Contract Date (as appropriate) to perform any of its obligations thereunder. A New Service Provider shall have the right to enforce the terms of this paragraph 8. TfL shall:
- (A) indemnify the Service Provider against the amount of any claim which may be made against it for or in respect of any breach by TfL (or a New Service Provider (as applicable)) of any obligation under any Relevant Contract to the extent that such term or obligation is sub-contracted to TfL or a New Service Provider (as applicable) pursuant to paragraph 8.3 from the relevant RC Sub-Contract Date; and/or
 - (B) reimburse the Service Provider for any amounts properly paid as charges in respect of the services received by TfL (to the extent such services are solely received by TfL) under any Relevant Contract to the extent that the Service Provider holds the rights and benefits under the Relevant Contract on trust for TfL pursuant to paragraph 8.4 from the relevant RC Trust Date,
- in each case until such date (if any) as the sub-contracting or holding on trust ceases to be effective in accordance with paragraph 8.5 provided that:
- (1) TfL shall be entitled to assume conduct of the defence of each such claim; and
 - (2) the Service Provider provides all information reasonably required by TfL in connection with the defence of each such claim.
- 8.8 The Service Provider shall carry out Data checking, verification, cleansing, review, quality analysis and assurance, integrity testing and migration as set out in the Service Transfer Plan or as otherwise directed in writing by TfL (acting reasonably) from time to time (at the sole cost and expense of the Service Provider) so as to ensure that to the extent within the control of the Service Provider:
- (A) Data or Data extracts are received by the New Service Provider (or TfL if

applicable) and/or any Third Parties nominated by TfL or the New Service Provider;

- (B) all Data being migrated to the New Service Provider (or TfL if applicable) remain available to and useable by TfL, Other Service Providers and Third Parties during such migration;
- (C) the migration of Data to the New Service Provider (or TfL if applicable) envisaged under this paragraph 8.8 does not result in Data loss, corruption or impairment;
- (D) all Data migrated to the New Service Provider (or TfL if applicable) are accurate, up to date and complete;
- (E) all Data migrated to the New Service Provider (or TfL if applicable) are reconciled including without limitation by carrying out referential integrity checks between each part of the Service Systems to ensure that Data stored in each part of the Service Systems are consistent and correct; and
- (F) all Data are fit for the purposes of their use and processing in connection with the Services or services materially similar to the Services (provided that such services involve the use and processing of Data in a materially similar format to the Services).

8.9 The Service Provider shall promptly at its own expense remedy any breach by the Service Provider of paragraph 8.8 of this schedule. Should it fail to do so within such period as TfL may reasonably specify, TfL shall be entitled to take such action to remedy such breach as TfL deems appropriate (including but not limited to using one or more Third Parties) and the Service Provider shall promptly on demand reimburse to TfL all costs and expenses (including, without limitation, the costs and expenses of a New Service Provider or of TfL Group).

9. **Right to Continued Use of Service Provider's Premises**

In circumstances in which any of the Service Provider's Premises are required by TfL to be continued to be used after the expiry or termination of this Agreement or Partial Termination by the New Service Provider for a reasonable period of time sufficient to enable the transfer of responsibility for the provision of the Services, the parties shall discuss and agree in good faith the commercial and other terms upon which such Service Provider's Premises shall be made available (provided that both TfL and the Service Provider shall be under an obligation to act reasonably in such discussions and any resulting commercial terms agreed shall in any event be fair and reasonable in all the prevailing circumstances).

10. **Withdrawal**

After the occurrence of the Trigger Date and on or before the Termination Date, Partial Termination Date or Expiry Date (as appropriate) and in accordance with the Service Transfer Plan or at such other time as TfL may by notice in writing to the Service Provider specify the Service Provider shall:

10.1 effect an orderly withdrawal from all or some of the TfL Premises and surrender the same and any Assets to be transferred to TfL pursuant to clause 74 (Consequences

of Termination, Partial Termination or Expiry) on the basis of a timetable to be set out in the Service Transfer Plan, with withdrawal being completed in such manner that the Services are not to the extent practicable materially disrupted or compromised in any way and following the completion of the withdrawal the Service Provider shall deliver to TfL all keys to the TfL Premises. During the Hand Back Period or the nine (9) Month period prior to the Expiry Date (as appropriate) the Service Provider shall procure that no equipment, Hardware or materials used in or in relation to the Services are removed from any Premises by or on behalf of the Service Provider other than in the normal course of its business; and

10.2 at the request of TfL, procure that the benefit of all manufacturers' warranties in favour of the Service Provider or any Sub-Contractor in respect of any and all TfL Assets or other Assets which are to be transferred to TfL pursuant to clause 74 (Consequences of Termination, Partial Termination or Expiry) and any and all mechanical, electronic and electrical equipment or Hardware included in TfL Premises are assigned to such New Service Provider as TfL may direct.

11. **Employees and Training**

11.1 Within ten (10) Working Days of the Trigger Date, TfL and the Service Provider shall meet with a view to agreeing that such Personnel as identified by TfL (acting reasonably) shall remain based on the TfL Premises and shall continue to be engaged in the provision of the Services during the Hand Back Period or the nine (9) month period prior to the Expiry Date (as appropriate).

11.2 If requested to do so by TfL, the Service Provider shall provide familiarisation training at such times as TfL may reasonably require for any employees of the New Service Provider in order to ensure that such employees obtain a sound knowledge and understanding of the Services. Such training shall be subject to agreement through the Change Control Request Procedure.

12. **Rights to Continued Support Services**

12.1 The Service Provider shall, after the termination or expiry of this Agreement or Partial Termination, if required by notice in writing from TfL, provide to such New Service Provider as TfL may direct, continued support and/or maintenance of any elements of the Services and/or Service Systems provided by the Service Provider which are to continue to be used by such New Service Provider (as appropriate in the administration or operation of the Services), and for the support and/or maintenance of which the proprietary knowledge or skills of the Service Provider is required, including but not limited to correction of defects, provision of upgrades and replacements and design services:

- (A) for a period of time to be agreed between the Service Provider and TfL; and
- (B) on commercial and other terms which reflect the Service Provider's then standard terms for the provision of such services to its clients (or, in the absence of any such standard terms, on such commercial and other terms as may be agreed between the Service Provider and TfL, provided that both TfL and the Service Provider shall be under an obligation to act reasonably in such discussions and any resulting commercial terms agreed shall in any event be fair and reasonable in all the prevailing circumstances).

13. **Continued Performance**

Except as otherwise expressly specified in the Service Transfer Plan or this schedule, the Service Provider shall at all times during exit continue to perform its other obligations, including in respect of the achievement of the Service Levels and accrual of Service Failure Deductions, pursuant to the provisions of this Agreement.

14. **Scope of Exit Strategy**

The Service Provider shall ensure that the Exit Strategy deals as a minimum with those areas set out in this paragraph 14 (the “**Exit Scope**”), together with such other provisions as the Service Provider deems necessary or TfL may reasonably request from time to time:

- 14.1 the name and contact details of each party’s Representative who will act as the primary point of contact for all exit related matters;
- 14.2 the timing and process for jointly establishing an exit team of suitably skilled representatives of the Parties to manage the implementation of the Exit Plan (“**Exit Team**”), and replacements thereof including without limitation the following information:
 - (A) the name and contact details for each member of the Exit Team and his/her role;
 - (B) the Exit Team shall consist of no more than five (5) Representatives from each party;
 - (C) reporting lines;
 - (D) liaison lines between TfL and the Service Provider and any other Service Provider or Third Party;
 - (E) responsibilities for approval of Documentation; and
 - (F) escalation processes;
- 14.3 unless the Parties agree otherwise, the Exit Plan shall cover the period commencing on the Trigger Date and ending on the Termination Date or Expiry Date (as appropriate);
- 14.4 a project plan detailing the timeframes for implementation of each part of the Exit Plan and any milestones that need to be met by the Service Provider or TfL or any New Service Provider;
- 14.5 details of the management processes and controls to be used in the implementation of the Exit Plan;
- 14.6 a list of the meetings that shall take place during the implementation of the Exit Plan. Unless agreed otherwise in writing between the Parties, the Exit Team shall meet at least once a week;
- 14.7 a list of the Assets that are capable of delivery by leaving those Assets in situ in a safe and secure condition at the relevant Premises, and any other Assets that are to

be transferred to TfL or to a New Service Provider including without limitation the following information:

- (A) an outline of the process and timeframes for the transfer of the Assets to TfL; and
 - (B) the procedure and timeframe for the transfer back of Assets owned by TfL or leased to the Service Provider by TfL, if appropriate;
- 14.8 a list of the Design Documents that are capable of delivery and any other documents and Specifications that are to be transferred to TfL or to a New Service Provider including without limitation an outline of the process, timeframes and terms of the transfer of the items listed in accordance with paragraph 6 of this schedule to TfL;
- 14.9 an outline of the procedures for the transfer and/or removal of Data from the Service Systems and any other Systems of the Service Provider;
- 14.10 an outline of any special transition provisions relating to the transfer or removal of any Software or the transfer or termination of any Software licences;
- 14.11 the procedure and timeframe for the hand back or destruction of Assets and/or any other documents containing the other party's Intellectual Property Rights or Confidential Information as expressly required by this Agreement;
- 14.12 a list of all Service Provider internal and Third Party support arrangements used in the delivery of the Services;
- 14.13 a list of the Service Provider Personnel on an anonymous/grade basis who are or may be involved in the provision of the Services and a summary of their terms of employment;
- 14.14 a list of all Sub-Contracts or other relevant contracts (if any);
- 14.15 the procedure, structure and timeframe for training the employees of TfL or the New Service Provider as the case may be;
- 14.16 a list of any and all approvals, consents, licences, permissions, certificates and statutory agreements, permits or authorisations which are necessary, desirable or required by Law or by any competent authority obtained, or to be obtained by the Service Provider for the performance of the Services, the occupation and use of the Premises, the performance of services replacing the Services or any other transfer or handback envisaged under this paragraph 14;
- 14.17 a full list of the information relevant to the Service Provider's provision of the Services including, but not limited to, volumes processed, Data volumes stored, performance against the SLAs, maintenance statistics and fault statistics; and
- 14.18 any other information or action pertaining to the Exit Plan required by TfL to ensure a smooth and timely transfer to TfL or New Service Provider as the case may be.

ANNEX A: EXIT STRATEGY

[Information Redacted]