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Execution Version

HERBERT SMITH FREEHILLS KRAMER

23 DECEMBER 2025

LONDON UNDERGROUND LIMITED

and

MOTOROLA SOLUTIONS UK LIMITED

CONTRACT FOR THE PROVISION OF WORKS AND SERVICES RELATING TO DIMETRA FOR THE NETWORKS & TELECOMMUNICATIONS PROCUREMENT PROJECT

Herbert Smith Freehills Kramer LLP

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THIS CONTRACT is made on 2025

BETWEEN:

(1) **LONDON UNDERGROUND LIMITED**, a company registered under the laws in England and Wales (with registered number 01900907) whose registered office is at 5 Endeavour Square, London, United Kingdom, E20 1JN (**"LUL"**); and

(2) **MOTOROLA SOLUTIONS UK LIMITED**, a company registered under the laws in England and Wales (with registered number 0912182) whose registered office is at Nova South, 160 Victoria Street, London SW1E 5LB ("**Motorola**"),

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

RECITALS:

(A) LUL is a subsidiary of Transport for London (a functional body of the GLA that manages transport services across London) responsible for the management and operation of the Underground Network.

(B) LUL, as the Customer at the Contract Date, now wishes to procure from Motorola certain services including continued operation and maintenance of Motorola's DIMETRA radio technology for the Underground Network, which shall form part of the basis of LUL's Networks & Telecommunications Procurement Project (**"NTPP"**) and which Motorola shall provide following expiry of the Connect Contract.

(C) Motorola wishes to provide the Services set out in this Contract to Customer on the terms and subject to the conditions set out in this Contract.

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

THE PARTIES AGREE THAT:

SECTION A: PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.

1.2 In this Contract, unless the context otherwise requires:

1.2.1 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

1.2.2 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;

1.2.3 a reference to any document other than as specified in Clause 1.2.2 (*Definitions and Interpretation*) and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;

1.2.4 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;

1.2.5 save for references in Schedule 10 (*Motorola Parent Company Guarantee*), references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the

paragraph in that Schedule;

1.2.6 in the event, and only to the extent, of any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the following order of precedence shall apply:

(A) the Clauses and Schedule 1 (*Definitions*);

(B) any other Schedules and their Annexes;

1.2.7 the Schedules and their Annexes form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;

1.2.8 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

1.2.9 the words "including", "includes", "included", "other", "in particular", "for example" and similar words will be construed without limitation unless inconsistent with the context;

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

1.2.11 references to this Contract are references to this Contract as amended from time to time.

2. GENERAL REPRESENTATIONS AND WARRANTIES

2.1 The Customer represents and warrants that:

2.1.1 it has full capacity and authority to enter into and to perform this Contract;

2.1.2 this Contract is executed by its duly authorised representative; and

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

2.2 Motorola represents and warrants that:

2.2.1 it has full capacity and authority to enter into and to perform this Contract;

2.2.2 it is a company duly organised and validly existing under the laws of England and Wales and has all requisite legal power and authority to execute this Contract and carry out the terms, conditions and provisions hereof;

2.2.3 this Contract constitutes and the documents to be executed pursuant to the Contract when executed, will constitute, valid and binding agreements;

2.2.4 there are no actions, suits or proceedings pending or, to its knowledge, threatened against or affecting it before any court or administrative body or arbitral tribunal that might affect its ability to meet and carry out its obligations under this Contract;

2.2.5 its execution and delivery of this Contract has been duly authorised by all requisite corporate action, and will not contravene any provision of, or constitute a default under any other agreement or instrument to which it is a party or by which it or its property may be bound;

2.2.6 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable

principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law);

2.2.7 save as expressly otherwise stated herein, it is acting as principal and not as agent or broker for any other person;

2.2.8 it has all necessary consents and regulatory approvals to enter into this Contract;

2.2.9 it has notified the Customer in writing of any Occasion of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;

2.2.10 it has all necessary rights in and to the Motorola IPR and the Third Party IPR and any materials made available by Motorola (and/or any Sub-contractor) to the Customer which are necessary for the performance of Motorola's obligations under this Contract and/or the receipt of the Services by the Customer;

2.2.11 it is not subject to any contractual obligation, compliance with which will or is reasonably likely to have a material adverse effect on its ability to perform its obligations under this Contract;

2.2.12 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of Motorola or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of Motorola's assets or revenues;

2.2.13 the Guarantor has full capacity and authority to enter into and perform the Parent Company Guarantee; and

2.2.14 as at the date of this Contract, none of Motorola, Motorola's Associated Persons or any Relevant Subcontractor is an Excluded Supplier or Excludable Supplier (including in each case by reference to their Connected Persons (PA)).

2.3 The representations and warranties set out in this Clause 2 (*General Representations and warranties*) shall be deemed to be repeated by Motorola and by the Customer on the Contract Date and the Initial NTPP Motorola Term Commencement Date by reference to the facts then existing.

2.4 Each of the representations and warranties set out in this Clause 2 (*General Representations and warranties*) shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.

2.5 If at any time a Party becomes aware that a representation or warranty given by it under this Clause 2 (*General Representations and warranties*) has been breached, is untrue or is misleading in any material respect, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

2.6 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which either party may have in respect of breach of that provision by the other party.

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

SECTION B: THE SERVICES

3. COMMENCEMENT OF SERVICES AND TERM

3.1 Contract Date

This Contract shall come into force on the Contract Date.

3.2 **Pre-NTPP Term**

3.2.1 The period on and from the Contract Date until the Initial NTPP Motorola Term Commencement Date shall be the "**Pre-NTPP Term**".

3.2.2 During the Pre-NTPP Term, the Parties acknowledge that Motorola shall not be required to provide the Services and that the Parties' activities shall be restricted to the Pre-NTPP Activities in accordance with Schedule 12 (*NTPP Transition*).

3.2.3 If LUL requires a Variation to this Contract during the Pre-NTPP Term, the Parties shall follow the process in Schedule 12 (*NTPP Transition*).

3.3 **Notice to Proceed with provision of the Services**

3.3.1 Promptly following LUL's award of the NTPP Prime Contract to the NTPP Prime, LUL shall issue to Motorola a Notice to Proceed (NTPP Motorola Term). The Parties acknowledge and agree that the NTPP Motorola Term shall not commence, and Motorola shall not be required to provide the Services, unless and until LUL issues the Notice to Proceed (NTPP Motorola Term), which shall:

(A) notify Motorola of the Initial NTPP Motorola Term Commencement Date, which (unless the Parties agree otherwise in writing) shall not be less than twenty (20) Business Days from the date of the Notice to Proceed (NTPP Motorola Term); and

(B) notify Motorola as to whether LUL will (at its discretion):

(1) require this Contract to be novated to the NTPP Prime such that, on and from the Novation Date, LUL will cease to be a Party;

(2) appoint a Managing Agent; or

(3) remain a Party and not appoint a Managing Agent.

3.3.2 On receipt of the Notice to Proceed (NTPP Motorola Term), Motorola shall execute such deeds and documents (including the Deed of Novation) and perform all such acts and things and provide such assistance and information as required to give effect to the terms of Clause 3.3.1(A) and 3.3.1(B) as specified in the Notice to Proceed (NTPP Motorola Term).

3.4 **Initial NTPP Motorola Term**

3.4.1 The Initial NTPP Motorola Term shall commence on the Initial NTPP Motorola Term Commencement Date.

3.4.2 On and from the Initial NTPP Motorola Term Commencement Date, Motorola shall provide the Services in accordance with this Contract.

3.5 **Extended NTPP Motorola Term**

3.5.1 The Customer may elect to extend the NTPP Motorola Term by:

(A) a period of twenty-four (24) months (as may be extended or revised pursuant to a Variation) starting from the day after the final day of the Initial NTPP Motorola Term (the **"First NTPP Extension Period"**);

(B) a period of twenty-four (24) months (as may extended or revised pursuant to a Variation) starting from the day after the final day of the First NTPP Extension Period (the **"Second NTPP Extension Period"**); and

(C) a period of twelve (12) months starting from the day after the final day of the Second NTPP Extension Period (the **"Final NTPP Extension Period"**),

in accordance with the notification requirements in Clause 3.5.3, 3.5.5 and 3.5.6 (as applicable) provided that the total duration of the Extended NTPP Motorola Term shall be no greater than five (5) years (unless Clause 3.5.2 applies).

3.5.2 [redacted] (the **"Expected End Date"**). If the Customer wishes to extend any part of the Extended NTPP Motorola Term (including the Exit Period) beyond the Expected End Date, then:

(A) no later than twelve (12) months before the Expected End Date, the Customer shall notify Motorola of its request, including providing details of the relevant Services and/or Motorola Exit Activities that it wishes to receive after the Expected End Date and the duration of such Services and/or Motorola Exit Activities; and

(B) Motorola shall consider the request in the Customer's notice in Clause 3.5.2, acting reasonably and having regard to the then-current use of the System Assets, and, within forty (40) Business Days of the Customer's notice, confirm whether it will perform such Services and/or Motorola Exit Activities after the Expected End Date,

and:

(C) if Motorola elects to perform such Services and/or Motorola Exit Activities after the Expected End Date, then:

(1) Motorola shall use reasonable efforts to provide continuity of the Services and achieve the Service Levels beyond the Expected End Date; and

(2) Motorola may submit a Motorola Proposed Variation in respect of the Service Levels to reflect any technical obsolescence or security vulnerabilities associated with the provision of the Services beyond the Expected End Date, provided that the Variation Pricing shall not exceed the then-current Charges for the corresponding Services unless Motorola can demonstrate that its cost base has increased as a direct result of needing to continue to support DIMETRA capability beyond the Expected End Date; or

(D) if Motorola does not elect to perform such Services and/or Motorola Exit Activities after the Expected End Date, then Motorola shall not be obliged to perform the Services and/or Motorola Exit Activities after the Expected End Date.

3.5.3 If the Customer wishes to extend the NTPP Motorola Term for the First NTPP Extension Period, the Customer shall notify Motorola no later than twelve (12) months before the expiry of the Initial NTPP Motorola Term specifying that Customer wishes to extend the NTPP Motorola Term to the end of the First NTPP Extension Period.

3.5.4 No later than later than twelve (12) months before the expiry of the Initial NTPP Motorola Term, Motorola shall submit to the Customer details of Motorola's proposed Charges for the Services to be performed in the Second NTPP Extension Period (such Charges to apply to the Third NTPP Extension Period, as adjusted by Clause 64 (*Indexation*)). If Motorola's proposed Charges under this Clause exceed the then-current Charges (including any indexation applied in accordance with this Contract) then Motorola shall demonstrate, to the satisfaction of the Customer (acting reasonably) that Motorola's direct or fixed costs for the products and services (but excluding any overhead or margin) will change from that Second NTPP Extension Period. If (i) the Parties reach agreement on any of the proposed Charges in accordance with this Clause and (ii) the Customer submits a notification pursuant to Clause 3.5.5, then the Parties shall enter into a Variation recording the same which shall take effect from the commencement of the Second NTPP Extension Period.

3.5.5 If the Customer wishes to extend the NTPP Motorola Term for the Second NTPP Extension Period, the Customer shall notify Motorola no later than twelve (12) months before the expiry of the First NTPP Extension Period specifying that Customer wishes to extend the NTPP Motorola Term to the end of the Second NTPP Extension Period.

3.5.6 If the Customer wishes to extend the NTPP Motorola Term for the Third NTPP Extension Period, the Customer shall notify Motorola no later than six (6) months before the expiry of the Second NTPP Extension Period specifying that Customer wishes to extend the NTPP Motorola Term to the end of the Third NTPP Extension Period.

3.5.7 The Parties acknowledge and agree that the Customer may enter into any Extension Periods without requiring an upgrade or update to the Radio System which is in use. If Customer elects to enter into any Extension Periods without upgrading or updating the Radio System, then Motorola:

(A) shall, within sixty (60) Business Days of the Customer's notice to enter into the relevant Extension Period, provide a notice including the details of any actual or reasonably anticipated performance, technical or security degradation that will cause Motorola to fail to achieve the Service Levels, or compliance with other contractual obligations, as a result of the Customer's election not to proceed with an Upgrade Project to the Radio System in use by the Customer as at that date; and

(B) may submit a Motorola Proposed Variation in respect of the Service Levels, or other contractual obligations, to reflect any technical or security obsolescence, provided that the Variation Pricing in respect of shall not exceed the then-current Charges (including any indexation applied in accordance with this Contract) for the corresponding Services.

3.5.8 Any details shared by Motorola in the notice pursuant to Clause 3.5.7(A) must include such details as the Customer reasonably requires to assess and validate the impact of the Customer's election not to proceed with the relevant Upgrade Project, including the impact to the Service Levels or other contractual obligation, to the extent that can reasonably be known or anticipated by Motorola at the time.

3.5.9 If the Customer elects to proceed with the relevant Extension Period without (i) implementing the relevant Upgrade Project or (ii) accepting the Motorola Proposed Variation, then, to the extent that Motorola fails to meet the Service Levels, or other contractual obligation, where such failures were specified in Motorola's notice to the Customer in Clause 3.5.7(A), this shall amount to a Relief Event and the Parties shall comply with Clause 45 (*Dependency Failures and Relief Events*) in respect of such Relief Event.

3.6 **Duration**

3.6.1 Unless terminated pursuant to Clause 45, the duration of this Contract includes:

(A) the Pre-NTPP Term;

(B) the Initial NTPP Motorola Term;

(C) if applicable pursuant to Clause 3.5, the Extended NTPP Motorola Term (which may be made up of several Extension Periods); and

(D) all Exit Periods,

which together comprise the "**Term**".

3.6.2 Unless terminated earlier in accordance with its terms and subject to Clause 3.5.1 and 3.5.2, this Contract shall expire at the end of all of the applicable periods set out in Clauses 3.6.1(A) to 3.6.1(D) and no later than the Expected End Date, and such date shall be the "**Expiry Date**".

4. **SERVICES**

4.1 Motorola shall with effect from the Contract Date unless otherwise specified below:

4.1.1 provide the relevant hardware and services for the Radio Services and Transmission Services as specified in this Contract;

4.1.2 perform the pre-NTPP Activities;

4.1.3 perform the NTPP Transition Support Activities in accordance with the Transition Plan;

4.1.4 with effect from the NTPP Service Delivery Commencement Date, provide all of the Services set out in Schedule 2.9 (*Service Management Requirements*) (the "**Support Services**"); and

4.1.5 deliver Projects and Pre-Priced Variations in accordance with Clause 5 (*Upgrade Project Delivery*) and Schedule 6.4 (*Project Management*) to:

(A) deliver Variations agreed in accordance with the Variation Procedure from time to time; and

(B) provide the Exit Services; and

4.1.6 perform any activities which are ancillary and relevant to the performance of the above,

(together the "**Services**").

4.2 The Parties acknowledge and agree that the key objectives that the Customer has in procuring the Services from Motorola are to ensure that Motorola, in its delivery of the Services:

4.2.1 does so safely;

4.2.2 does so in accordance with the terms of LUL's OFCOM licence;

4.2.3 has in place systems, processes and supporting resources which allow Motorola to manage the Services to meet or better the Service Levels;

4.2.4 has in place performance, reporting and contract management processes which enable and promote an efficient and open relationship between the Customer and Motorola;

4.2.5 ensures that the Services represent value for money throughout the Term through ensuring that the Charges are calculated correctly and transparently (in accordance with the principles and provisions of this Contract) and the Charges are appropriately adjusted to reflect performance (such adjustments to be only as expressly provided for in this Contract);

4.2.6 ensures that the Services are provided in a manner compliant with Laws relating to health and safety and the environment (including HSE procedures and directives, Contract QUENSH Conditions and any specified requirements within this Contract);

4.2.7 delivers the Services without any damage to the environment, loss of Customer (and if LUL is not the Customer, LUL) assets, fatalities, significant accidents or incidents involving any personnel (including Motorola's Personnel, Customer Personnel (and/or LUL Personnel) and LUL passengers);

4.2.8 delivers the Services in such a way to deliver continuous improvement in health, safety, environmental and operational performance of the Underground Network;

4.2.9 supports the delivery of the Telecommunications Services in such a way to support LUL's delivery of a safer and more reliable railway (in particular by minimising disruption arising from Failures and maximising the availability of the Telecommunications Services by preventing Failures as much as reasonably practicable and rectifying them expeditiously);

4.2.10 ensures that the Services are provided in accordance with the Customer's target operating model and asset strategy (as notified to Motorola from time to time); and

4.2.11 ensures the successful transition of the provision of the Services from Motorola to the provision of Replacement Services by one or more Replacement Contractors with minimal disruption to the Telecommunications Services, Users, Other Service Providers, Third Parties and in a manner consistent with the Exit Plan,

(the **"Customer Objectives"**).

4.3 Motorola shall:

4.3.1 obtain, and maintain throughout the duration of this Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for performance of Motorola's obligations under this Contract and/or the receipt of the Services by the Customer;

4.3.2 ensure throughout the duration of this Contract that it shall continue to have all necessary rights in and to the Motorola IPR and the Third Party IPR and any other materials made available by Motorola (and/or any Sub-contractor) to the Customer which are necessary for the performance of Motorola's obligations under this Contract and/or the receipt of the Services by the Customer;

4.3.3 ensure that, with effect from the Contract Date, the Parent Company Guarantee is in full force and effect and which guarantees full performance by Motorola of its obligations under this Contract and that such guarantee remains in full force and effect for the duration of this Contract save where the Customer otherwise consents in writing (which consent the Customer may grant, refuse or grant on such conditions as the Customer may in its sole discretion determine);

4.3.4 having regard to, and only to the extent required in accordance with its obligations under this Contract, minimise any unplanned disruption to the Services, the Users, the Telecommunications Services, or the passenger railway services when carrying out its obligations under this Contract;

4.3.5 provide the Services, and perform its obligations under this Contract:

(A) in accordance with any Law, the terms of the Telecommunications Licences and WTA Licenses of which the Customer has notified Motorola, and any Required Consents (and Motorola acknowledges that as at the Contract Date, it has notice of the relevant terms of LUL's Ofcom Licence 0787214/2);

(B) in accordance with the terms of this Contract;

(C) in accordance with any written instructions of the Customer permitted under this Contract provided compliance with such instructions would not breach any Law, the terms of the Telecommunications Licences and WTA Licences, Required Consent, any of the Insurances, Good Industry Practice or this Contract, provided that such instructions do not increase the scope or extent of the Services (save to the extent agreed in a Variation);

(D) in accordance with the terms of the Insurances;

(E) in a manner that is, as far as reasonably practicable, consistent with the Customer Objectives (provided that this Clause shall not operate to increase the scope or extent of such obligations);

(F) with reasonable care and skill;

(G) using sufficient and appropriately experienced, trained and qualified personnel;

(H) in accordance with Good Industry Practice;

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

(J) in an open and honest manner; and

(K) in accordance with Motorola's own established procedures and practices to the extent the same do not conflict with Clauses 4.3.5(A) to 4.3.5(J) inclusive;

4.3.6 ensure that any Documents provided by Motorola to the Customer are (i) reasonably comprehensive, (ii) accurate in all material respects and (iii) prepared in accordance with Good Industry Practice;

4.3.7 to the extent it is legally able to do so, hold on trust for the sole benefit of the Customer, the benefits all warranties and indemnities provided by any Sub-contractor or Third Party in respect of any Documents and/or the Services and, where the benefits of any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Customer may notify from time to time to Motorola;

4.3.8 provide the Customer with such assistance as the Customer may reasonably require during the Term in respect of the supply of the Services provided that this Clause 4.3.8 shall not operate to increase the scope or extent of the Services;

4.3.9 gather, collate and provide such information and co-operation as the Customer may reasonably request for the purposes of ascertaining Motorola's compliance with its obligations under this Contract;

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

4.3.11 ensure that neither it, nor any member of Motorola Group, brings the Customer and if LUL is not the Customer, LUL) into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer (and if LUL is not the Customer, LUL), regardless of whether or not such act or omission is related to Motorola's obligations under this Contract.

4.4 Any obligation in this Contract which requires Motorola to do, or to refrain from doing, any act or thing shall include an obligation upon Motorola to procure that all Sub-contractors and Motorola Personnel also do, or refrain from doing, such act or thing.

4.5 **Customer's Overriding Rights**

Subject to the provisions of Clause 13 (*Payment*) and Schedule 2.3 (*Access*), Schedule 2.8 (*Acceptance and Approvals*) and Schedule 3.1 (*Dependencies*):

4.5.1 nothing in this Contract shall restrict LUL in the proper discharge of any statutory duty or discretion or provide Motorola with any rights in respect of LUL's operation or procuration of public transport passenger services; and

4.5.2 Motorola acknowledges in particular, but without limitation, that LUL may in its sole discretion at any time determine the order, times and other terms of access to LUL Property in accordance with Schedule 2.3 (*Access*).

4.6 **Hierarchy**

Without prejudice to Clauses 8.1 (*Variation Procedure*) and 8.4 (*Change in Law)*, if Motorola becomes aware of a conflict between any of the requirements of Clause 4.3, it shall inform the Customer of the same. The Contract Manager may give written instructions as to which provisions take precedence within any such category referred to above. In the absence of such instructions, the Parties shall meet, discuss (in good faith) and agree the manner in which Motorola shall perform the Services. For the avoidance of doubt, any written instructions given by the Contract Manager pursuant to this Clause 4.6 shall not be

considered to be a Variation to this Contract and Motorola shall not be entitled to charge the Customer for any additional costs incurred. Without prejudice to the generality of Motorola's obligations pursuant to Clause 4.3, Motorola shall give precedence to the requirements of Clause 4.3 in the order in which they appear.

4.7 **Continuing Obligation to Provide the Services**

Motorola shall continue to perform all of its obligations under this Contract throughout the Term and shall not:

4.7.1 during the Pre-NTPP Term, cause any reduction in the quality or efficiency of the services being delivered by Motorola under Motorola's legacy sub-contract under the Connect Contract until the expiry of that sub-contract, provided that if Motorola becomes aware that any of its obligations under this Contract may conflict with its obligations under the Connect Contract it shall give LUL, the Customer and Hitachi reasonable notice of such conflict and seek instruction from LUL on how to proceed; and

4.7.2 from the NTPP Service Delivery Commencement Date:

(A) disrupt or impair the provision of the Services in accordance with this Contract;

(B) perform the Services in such a way that they adversely impact the specified performance of the System; or

(C) suspend the supply of the Services, notwithstanding:

(1) any set-off or withholding of the Charges by the Customer pursuant to Clause 15 (*Set-off)* and/or [Paragraph 11.20] of Schedule 4.1 (*Charges and Invoicing*);

(2) any withholding or deduction of Charges by the Customer permitted in accordance with Schedule 4.1 (*Charges and Invoicing*);

(3) the existence of an unresolved Dispute; and/or

(4) any failure by the Customer to pay any Charges,

save where any such disruption or suspension arises as a result of the directions of the Customer or if Motorola is required to do so by any statutory duty or directed by any relevant Regulatory Body to suspend some or all of the Services and the circumstances which led to such direction are beyond Motorola's control (and do not constitute, in whole or in part, a breach of this Contract by Motorola), Motorola's suspension of Services in accordance with such direction shall not be a breach of this Contract (to the extent and for the duration directed by such relevant Regulatory Body). Motorola shall be obliged to keep the Customer informed throughout any such suspension.

5. **UPGRADE PROJECT DELIVERY**

5.1 **Upgrade Project Descriptions**

5.1.1 The Parties acknowledge that, as at the Contract Date, the Upgrade Project Descriptions and the relevant work breakdown summary described in Schedule 2.7 (*Upgrade Programme Plan*) require further development by the Parties.

5.1.2 Motorola shall on or before the date which is twenty-four (24) months before the relevant Last Election Date submit to the Customer via the Submissions Procedure updated drafts of each Initial Upgrade Project Description (including an updated work breakdown summary) which shall be consistent with and expand on the Initial Upgrade Project Descriptions (and, when Approved by the Customer, will be a **"Final Upgrade Project Description"**).

5.1.3 Motorola shall ensure that each Final Upgrade Project Description:

(A) incorporates all of the Milestones and Milestone Dates set out in the Initial Upgrade Project Descriptions and, if applicable, includes all other Milestones and Milestones Dates reasonably required by the Customer. For the avoidance of doubt, the Milestone Dates set out in the Initial Upgrade Project Descriptions shall not be changed in the Final Upgrade Project Descriptions unless such change is agreed by the Parties in accordance with the Variation Procedure;

(B) describes the Charges associated with the Upgrade Project, and unless otherwise agreed by the Parties in writing the Charges shall be as set out in the corresponding Initial Upgrade Project Description and the Charges shall not increase except as a direct result of the scope of the Upgrade Project identified in the relevant work breakdown summary described in Schedule 2.7 (*Upgrade Programme Plan*);

(C) reflects the Project Dependencies associated with the Upgrade Project and unless otherwise agreed by the Parties in writing, such Project Dependencies shall be as set out in the corresponding Initial Upgrade Project Description and shall not include any additional Project Dependencies;

(D) includes a description of each of the deliverables and Documents that Motorola will produce;

(E) describes in reasonable detail the resourcing volumes, activities and the basis of pricing and unless otherwise agreed by the Parties in writing, such resourcing volumes, activities and the basis of pricing shall not exceed the total resourcing volumes set out in the corresponding Initial Upgrade Project Description unless the scope of the Upgrade Project has changed and such change has been in agreed in accordance with the Variation Procedure; and

(F) identifies the Delivery Risks and Contract Risks and associated treatments in accordance with Schedule 6.5 (*Risk Management*); and

5.1.4 Prior to the submission of each relevant draft Final Upgrade Project Description to Customer (and if LUL is not the Customer, LUL), Motorola shall, upon Customer's request, provide a copy to Customer of any relevant documentation (as permitted pursuant to this Contract) produced by Motorola in relation to the development of that draft Final Upgrade Project Description.

5.1.5 LUL and Motorola shall each use all reasonable endeavours to finalise the Final Upgrade Project Description:

(A) within six (6) months (or such other period as agreed between the Parties in writing) from the date which is twenty-four (24) months before the relevant Last Election Date; and

(B) if the Parties do not finalise the Final Upgrade Project Description within that time period, either Party may refer the matter as a Dispute for resolution in accordance with the Dispute Resolution Procedure.

Without prejudice to other provisions of this Contract, the finalisation of each Final Upgrade Project Description shall be carried out in accordance with the Transition Plan, including the Milestones therein.

5.1.6 If the Customer Approves a draft Final Upgrade Project Description, that Final Upgrade Project Description shall be deemed to replace the relevant Initial Upgrade Project Description from the date of the Customer's (and if LUL is not the Customer, LUL's) notice of Approval and the Parties shall update Schedule 2.7 (*Upgrade Programme Plan*) accordingly (no later than the next annual contract conformance exercise pursuant to Clause 8.4 (*Annual conformance of this Contract*).

5.2 **Upgrade Projects**

Motorola shall deliver the Upgrade Projects in accordance with the provisions of Schedule 2.7 (*Upgrade Programme Plan*).

5.3 **Implementing Projects**

Motorola shall ensure that each Project is implemented in accordance with Schedule 6.4 (*Project Management*) and that each Milestone in respect of a Project is Achieved on or before its Milestone Date.

5.4 **Achievement of Milestones**

The Parties shall comply with the provisions of Schedule 2.8 (*Acceptance and Approvals*) and Schedule 6.4 (*Project Management*) to determine whether a Milestone has been Achieved.

5.5 **Delays**

If Motorola becomes aware that there is, or there is reasonably likely to be, a Delay, it shall (without prejudice to the Customer's other rights and remedies under this Contract or at Law, including its rights to require a Rectification Plan in relation to a Delay pursuant to Clause 42 (*Rectification Plan Process*) and its rights under Clauses 40 (*Dependency Warning Notices*) and 45 (*Dependency Failures and Relief Events*)):

5.5.1 immediately notify the Customer of:

(A) the relevant circumstances and the likelihood of any Delay; and

(B) the impact (or likely impact) of such Delay on the Services); and

5.5.2 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. **TESTING AND ACHIEVEMENT OF MILESTONES**

6.1 The Parties shall comply with the provisions of Schedules 2.7 (*Upgrade Programme Plan*), Schedule 6.4 (*Project Management*) and Schedule 2.8 (*Acceptance and Approvals*) to determine whether a Milestone or Test that applies to the Services has been Achieved.

6.2 The Parties may agree that a regime of Delay Payments will apply with respect to a particular Variation in accordance with Schedule 5.1 (*Variation Procedure*), subject to the following provisions:

6.2.1 if the Customer requests that a regime of Delay Payments are included in any particular Variation, Motorola shall be entitled to negotiate and agree the scope, timing and price of the Variation when the request is presented to Motorola;

6.2.2 Motorola shall be entitled to negotiate and agree in the Variation, the quantum of Delay Payments and the milestones to which they will be applicable;

6.2.3 subject to the provisions of this clause Motorola shall not be entitled to refuse the application of Delay Payments;

6.2.4 for avoidance of doubt and without prejudice to Customer's other rights and remedies under this Contract, Delay Payments under any Variation shall be capped at [redacted] of the value of the Variation as set out in Clause 37 (*Liability*); and

6.2.5 for the avoidance of doubt, the provisions of this Clause 6.2 apply only to Variations and shall not in any way entitle the Customer to require Motorola to apply Delay Payments to the Services, Upgrade Project or works included within the scope of this Contract at the Contract Date.

7. SYSTEM ASSETS

7.1 System Assets

7.1.1 All assets installed in the Radio System pursuant to Motorola's obligations under this Contract shall be System Assets for the purposes of this Contract.

7.1.2 In respect of all System Assets procured by Motorola pursuant to its obligations under this Contract, the title and risk shall transfer to the Customer (or the nominee member of the Customer Group):

(A) in respect of System Assets (excluding Spares) on the earlier of:

(1) when such System Asset is received by the Customer at one of the Customer's storage facilities; or

(2) payment by the Customer of the relevant Charges in respect of such System Asset; and

(B) in respect of a Spare, the date such Spare is received by the Customer at one of the Customer's storage facilities,

and Motorola shall ensure that its equipment purchase contracts permit the full transfer of title and benefit of any associated warranties, support to the Customer or other member of the Customer Group (as appropriate).

7.1.3 Schedule 2.1 (*Technical Specification – Radio*) sets out the technical requirements that are applicable to the Services. The Parties agree that the manner in which Motorola meets the technical requirements is as set out in the Motorola Technical Solution. Motorola agrees that the Motorola Technical Solution complies with the requirements of Schedule 2.1 (*Technical Specification – Radio*) to the extent set out in column C, entitled "Compliance Statement" in Schedule 2.1 (*Technical Specification – Radio*). On that basis, any obligation which Motorola has to meet such technical requirements shall be satisfied by the delivery by Motorola of the Motorola Technical Solution.

7.1.4 Motorola warrants, represents and undertakes to the Customer that the System Assets (excluding Spares), their installation or integration into the System and the performance of an Upgrade Project shall be:

(A) of a new manufacture (save that it may contain System Assets comprised in the deployment of the System under the Connect Sub-contract (and any legacy sub-contracts under the Connect Sub-contract);

(B) of good and satisfactory quality, conforming in all respects with the requirements of this Contract, including, but not limited to, Motorola's Technical Solution described in Schedule 2.1 (*Technical Specification – Radio*);

(C) in compliance with the performance specifications described in Schedule 2.2 (*Performance Regime*);

(D) designed and manufactured in accordance with recognised industry standards for such works;

(E) in compliance with the relevant OEM specifications (and Motorola shall ensure that the Customer has the benefit of all applicable OEM warranties in relation to Defects);

(F) be installed in accordance with manufacturers' specification;

(G) be in compliance with the Standards listed in Schedule 2.6 (*Standards*); and

(H) be in compliance with Law.

The representations and warranties set out in Clauses 7.1.3 and 7.1.4 (*System Assets*) shall be deemed to be repeated by Motorola on the Contract Date and

the Initial NTPP Motorola Term Commencement Date by reference to the facts then existing.

7.2 Each of the representations and warranties set out in Clause 7.1.4 (*System Assets*) shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.

7.3 If at any time Motorola becomes aware that a representation or warranty given by it under Clauses 7.1.3 and 7.1.4 (*System Assets*) has been breached, is untrue or is misleading in any material respect, it shall immediately notify the Customer of the relevant occurrence in sufficient detail to enable the Customer to make an accurate assessment of the situation.

7.4 Nothing in this Contract shall, during the Initial NTPP Motorola Term, relieve Motorola from its warranty obligations to the Customer pursuant to the terms of the Connect Sub-contract (and any legacy sub-contracts under the Connect Sub-contract) which shall remain in full force and effect.

7.5 **Wear and Tear**

Motorola shall in no event warrant against and shall have no liability for the effects of ordinary wear and tear, or failure of the hardware or Licensed Software or any part thereof due to faulty operation or maintenance by the Customer or its representatives, agents or contractors, or erosion, corrosion or conditions of service more severe than specified in Schedule 2.1 (*Technical Specification – Radio*) or any other technical documents expressly included within the scope of the Services.

7.6 **Software Integration Warranty**

Motorola warrants that the Licensed Software will perform in accordance with the functionality as described in Schedule 2.2 (*Performance Regime*) and Schedule 2.1 (*Technical Specification – Radio*). If, during the twelve (12) month period following the Initial NTPP Motorola Term Commencement Date (the **"Software Integration Warranty Period"**) it is shown that the Licensed Software does not perform in accordance with the functionality as described in Schedule 2.7 (*Upgrade Programme Plan*), Schedule 2.2 (*Performance Regime*) and Schedule 2.1 (*Technical Specification – Radio*) and the Customer has notified Motorola, in writing, of any such failure within that period, Motorola will furnish the Customer with a Licensed Software upgrade as soon as reasonably practicable in the circumstances, to be installed by the Customer, to remedy such failure. For the avoidance of doubt, this Clause 7.6 is applicable to the Licensed Software as comprised in the X Core Equipment only. From the expiry of the Software Integration Warranty Period, Software Defects shall be dealt with in accordance with Schedule 2.9 (*Service Management Requirements*), as applicable.

7.7 **Disruption Losses**

7.7.1 If Motorola fails to perform the Support Services in accordance with this Contract and, as a direct consequence thereof:

(A) the Customer incurs Losses; or

(B) the NTPP Prime or LUL otherwise incurs Losses,

then, in accordance with Clause 7.7.2, liquidated damages shall accrue and be calculated in accordance with Schedule 3.2 (*Disruption Losses*).

7.7.2 For the purposes of Clause 7.7.1, liquidated damages shall accrue in respect of any interference with, disruption to, or closure of the Underground Network or any part thereof which is caused by such failure (a **"USD Event"**).

7.7.3 At the Customer's option, any liquidated damages accrued and calculated in accordance with Clause 7.7.1 and 7.7.2 shall be either:

(A) paid on demand by Motorola to the Customer or nominee (which may be the NTPP Prime or LUL)' or

(B) set-off against the Charges payable by the Customer,

save:

(C) to the extent that any such failure to perform arises as a result of actions or directions of the Customer or the breach by the Customer of its obligations under the Connect Sub-contract (and any legacy sub-contracts under the Connect Sub-contract) or this Contract. For the avoidance of doubt, Motorola's liability to contribute to the Disruption Losses shall be limited to the proportion to which Motorola's failure directly contributed to the Disruption Loss liability being incurred by the Customer; and

(D) where any such failure to perform is a direct result of a Dependency Failure.

7.7.4 The onus of proof shall be on the Customer to prove the extent to which its liability to pay Disruption Losses was directly caused by, or directly contributed to, the failure of Motorola perform the Services in accordance with this Contract.

7.7.5 The Customer shall at all times mitigate any costs incurred under this Clause 7.7.

7.7.6 The aggregate liability of Motorola under this Clause 7.7 in any Contract Year shall in no event exceed [redacted] of the Charges directly attributed to the Support Services in the relevant year.

7.8 **No double recovery**

Under no circumstances shall either Party be liable to the other nor shall either Party be entitled to bring any Claim against the other in relation to the same or a substantially similar cause of action under this Contract and or the Connect Sub-contract (and any legacy sub-contracts under the Connect Sub-contract).

7.9 **Asset management**

Motorola shall comply with the provisions of Schedule 2.4 (*Asset Management*) in relation to the operation, management, maintenance, repair, upgrade and renewal of the System Assets.

8. VARIATION AND CHANGE

8.1 **Variation Procedure**

Any requirement for a Variation shall be subject to the Variation Procedure set out in Schedule 5.1 (*Variation Procedure*).

8.2 **Programmes and Projects**

Motorola shall comply with the provisions of Schedule 6.4 (*Project Management*) in relation to Projects and programmes.

8.3 **Change in Law**

8.3.1 Motorola shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:

(A) a General Change in Law; or

(B) a Specific Change in Law where the effect of that Specific Change in Law on the Services or the performance of Motorola's obligations pursuant to this Contract is reasonably foreseeable at the Contract Date.

8.3.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause 8.3 (*Change in Law*), Motorola shall issue a Motorola Proposed Variation in accordance with Schedule 5.1 (*Variation Procedure*).

8.3.3 Any variation in the Charges or relief from Motorola's obligations resulting from a Specific Change in Law (other than as referred to in Clause 8.3 (*Change in Law*) shall be implemented in accordance with the Variation Procedure.

8.4 **Annual conformance of this Contract**

Within ten (10) Business Days after each anniversary of the Contract Date, Motorola shall (at its own cost) prepare and submit to the Customer for Approval in accordance with the Submissions Procedure a conformed copy of this Contract (including for the avoidance of doubt all Schedules and Annexes), which reflects all variations to this Contract agreed by the Parties prior to such anniversary date (whether as Variations or otherwise agreed in writing by the Parties). For the avoidance of doubt, such conformed copy shall not be of itself an amendment to the Contract and any errors or inaccuracies in such conformed copy shall not be deemed to amend, vary, waive, release restrict or discharge any right or obligation which a Party may have pursuant to this Contract.

9. **SAFETY**

9.1 **General Provisions**

9.1.1 Motorola shall supply the Services and perform all of its obligations under the Contract in a manner which ensures (so far as reasonably practicable) the safety of all employees, agents, contractors (including Motorola and Connected Persons), passengers and other invitees of any member of the Customer Group who are on or near or may be adversely affected by the System, and any other person to whom Motorola may owe any duty of care or other responsibility and which takes full account of the risks involved in operating the System and without prejudice to the foregoing, so as not to prejudice the Customer's ability to provide a safe Underground Network.

9.1.2 Motorola shall comply with the provisions of Schedule 2.10 (*Safety, Quality and Environmental Requirements*) in relation to the operation, management, maintenance, repair, upgrade and renewal of the System Assets.

9.1.3 The Contract QUENSH Conditions list safety critical activities. For the avoidance of doubt, with regard to System Assets (train radio, cable networks, transmission networks) listed within Contract QUENSH Conditions, although the activities are deemed safety critical, the System Assets themselves are not deemed to be safety critical assets and no SIL ratings are applied to these assets. However, these System Assets can be used to provide train movement authority so the safety controls are implemented by the end user of these systems e.g. verbal message discipline by the train driver and line controller when using System Assets. Due to the operational criticality of these assets for the efficient running of the railway, it is important that activities on these System Assets are controlled and undertaken by competent persons. An Institution of Railway Signal Engineers licensing scheme is not mandated for assuring the competency of individual, but this or an alternative equivalent competency scheme must be in place to provide such assurance.

9.2 **Emergency Preparedness**

9.2.1 Motorola shall provide reasonable assistance and co-operation in the planning of and testing the Customer's (and if LUL is not the Customer, LUL's) emergency preparedness arrangements that impact on, or require the use of, the Services including the response to any Incident save that where Motorola acting reasonably considers that complying with its obligation outlined in this Clause 9.2.1 would have an adverse impact upon its provision of the Services, it shall notify the Customer (and, where LUL is not the Customer, LUL) accordingly and Motorola and the Customer (and, where LUL is not the Customer, LUL) shall co-operate to avoid such impact (if possible). To the extent that such impact cannot be avoided, Motorola shall (at the Customer's option (and/or LUL's option, where

applicable) which shall, if notified verbally, be confirmed as soon as reasonably practicable in writing) either be relieved from its obligation to provide the relevant Services which shall, for the purposes of calculating any Contract Payment, be deemed to have been performed or Motorola's obligations under this Clause 9.2.1 shall be suspended (as appropriate) to the extent agreed between the Parties, or in default of such agreement as determined under the Dispute Resolution Procedure. Pending receipt by Motorola of notification from the Customer (and/or LUL, where applicable), Motorola shall not be required to comply with obligations under this Clause 9.2 (which shall be deemed temporarily suspended).

9.2.2 Motorola shall provide reasonable assistance and co-operation in response to an emergency upon request by the Customer (and if LUL is not the Customer, LUL) or any Connected Person (LUL) or Authorised Third Parties for such assistance or co-operation.

9.3 **Legislative and Regulatory Requirements**

9.3.1 **Transport and Works Act 1992**

Motorola shall comply with the Contract QUENSH Conditions and Part II Chapter 1 of the Transport and Works Act 1992 relating to drugs and alcohol.

9.3.2 **Railways and Other Transport Systems (Approval of Works, Plant and Equipment) Regulations 2006**

Motorola shall obtain the Customer's (and LUL's, where applicable) written approval or consent (not to be unreasonably withheld and, for the avoidance of doubt, such approval or consent shall not be considered unreasonably withheld where the Customer (and if LUL is not the Customer, LUL) reasonably considers that the giving of such approval or consent would give rise to a breach of the Regulations) in relation to any works, plant or equipment requiring approval under the Railways and Other Transport Systems (Approval of Works, Plant and Equipment) Regulations 2006.

9.3.3 **Fire Precautions (Sub-surface Railway Stations) Regulations 2009**

The Parties shall co-operate to ensure compliance by the Parties with the Fire Precautions (Sub-surface Railway Stations) Regulations 1989 when Motorola is carrying out any works on Customer Property (or LUL Property, where applicable) and when performing any of its other obligations under the Contract.

10. **ENVIRONMENT**

Environmental Losses

10.1 If:

10.1.1 this Contract has been novated to the NTPP Prime in accordance with Clause 51 (*Novation of the contract*); and

10.1.2 LUL has given an undertaking to the NTPP Prime under the NTPP Prime Contract to pay any Environmental Losses in respect of any such Losses arising out of or in connection with, substantially the same set of circumstances as set out in Clauses 10.1.5 and 10.1.6,

then

10.1.3 Motorola shall be entitled, upon giving written notice to the Customer, to require the Customer to pursue such rights and remedies it may have in respect of such undertakings; and

10.1.4 upon (i) determination or agreement by LUL and the Customer and (ii) indemnification by LUL of LUL's liability to the Customer in respect of such Environmental Losses,

the Customer undertakes to Motorola (subject to the provisions of Clause 10.2 and 10.4):

10.1.5 to pay to Motorola an amount equal to any Environmental Losses arising out of or relating to the presence of, or any discharge, spillage, leak, escape or release into the Environment at any time of Hazardous Material present at any LUL Property or other assets of LUL or which is in the ownership or possession of LUL or any Connected Person (LUL) whether, in any case, before or after the Contract Date unless and to the extent that the Environmental Loss was caused or contributed to by any act or omission of Motorola or any Connected Person or Motorola's Invitees (except acts or omissions necessarily arising from the proper performance of its obligations under this Contract); and

10.1.6 to observe Good Industry Practice having regard to the circumstances in which the Environmental Losses in question arose.

10.2 Subject to Clause 10.1 (*Environment*), Motorola undertakes to the Customer:

10.2.1 to pay to the Customer an amount equal to any Environmental Losses arising out of or relating to the presence of, or any discharge, spillage, leak, escape or release into the Environment at any time of Hazardous Material in the ownership or possession of Motorola or any Connected Person (unless and to the extent that the Environmental Loss was caused or contributed to by any act or omission of the Customer or any Connected Persons of the Customer or LUL or any Connected Person (LUL) or any of their respective Invitees) (except acts or omissions arising from the proper performance of its obligations under this Contract); and

10.2.2 to observe Good Industry Practice having regard to the circumstances in which the Environmental Losses in question arose.

In this Clause 10.2, **"Invitee"** means any person who is expressly authorised to enter into or be present on any of the LUL Property, the Customer Property or Motorola Property and who is not entering or present by reason of a contractual or statutory right, or is a trespasser (and, for the avoidance of doubt, includes any Other Service Provider and any person present on any such Properties or the System in connection with an Other Service Provider).

10.3 The covenants in Clause 10.1 (*Environment*) shall not extend to:

10.3.1 any claim unless notice of such claim (setting out reasonable particulars of the grounds on which such claim is based and the amount of the claim) is given in writing by Motorola to the Customer on or before the date falling two (2) years after the Expiry Date and any such claim shall (if not previously satisfied settled or withdrawn) be deemed to have been withdrawn twelve (12) months after the date the claim is notified unless the Dispute Resolution Procedure has been instituted in respect of the claim;

10.3.2 (except in respect of costs and Irrecoverable VAT incurred to prevent, eliminate, reduce, limit, mitigate or investigate any such liability) any claim in respect of any contingent liability unless and until such contingent liability becomes an actual liability and is due and payable;

10.3.3 subject to Clauses 10.5 and 10.6 (*Environment*), any Environmental Loss which would not have been suffered or incurred if Motorola or LUL had (subject to Clauses 10.10.2 and 10.10.3 and 10.10.4) taken all reasonable steps to avoid or mitigate the Environmental Liability which gave rise to, or in the absence of mitigation, might give rise to, a claim under Clause 10.1;

10.3.4 subject to Clauses 10.5 and 10.6 (*Environment*), 10.8.1 and 10.8.3 (*Information*) and 10.10.3 *(Procedure Where a Claim is Made in respect of Remedial Action*),

any claim in respect of any matter, act, omission or circumstance (or combination thereof) to the extent that the same would not have occurred but for any wilful or negligent act or omission of Motorola or LUL (or any of their respective employees, agents, consultants, contractors or sub-contractors) which would give rise to a claim under this Contract;

10.3.5 any claim unless the aggregate amount of all claims for or for a proportion of which the Customer would otherwise be liable under Clause 10.1 (*Environment*) together exceeds [redacted] (as increased or decreased on each anniversary of the NTPP Service Delivery Commencement Date in line with any increase or decrease in the Retail Price Index) and once exceeded Motorola shall be entitled to recover all costs and Irrecoverable VAT below such threshold as well as above together with payment of interest at the Applicable Rate from the date the costs were incurred. If at the Expiry Date there are amounts below such threshold which have not yet been recovered, Motorola shall be entitled to recover the costs and Irrecoverable VAT which have not yet been recovered.

10.4 The covenants in Clause 10.2 (*Environment*) shall not extend to:

10.4.1 any claim unless notice of such claim (setting out reasonable particulars of the grounds on which such claim is based and the amount of the claim) is given in writing by the Customer to Motorola before the date falling two (2) years after the Expiry Date and any such claim shall (if not previously satisfied, settled or withdrawn) be deemed to have been withdrawn on the date falling one (1) year after the date the claim is served unless the Dispute Resolution Procedure has been instituted in respect of the claim;

10.4.2 (except in respect of costs and Irrecoverable VAT incurred to prevent, eliminate, reduce, limit, mitigate or investigate any such liability) any claim in respect of any contingent liability unless and until such contingent liability becomes an actual liability and is due and payable;

10.4.3 subject to Clauses 10.5 and 10.6 (*Environment*), 10.8.1 and 10.8.3 (*Information*) and 10.10.3 (*Procedure Where a Claim is Made in respect of Remedial Action*), any claim in respect of any matter, act, omission or circumstance (or combination thereof) to the extent that the same would not have occurred but for any wilful or negligent act or omission of the Customer (or any of its employees, agents, consultants, contractors or sub-contractors) which would give rise to a claim under this Contract;

10.4.4 subject to Clauses 10.5 and 10.6 (*Environment*), any Environmental Loss which would not have been suffered or incurred if the Customer had obtained, or would reasonably be expected to have obtained, knowledge of the relevant circumstances and had taken all reasonable steps to avoid or mitigate the Environmental Liability which has given rise to, or in the absence of mitigation, might give rise to, a claim under Clause 10 (*Environment*);

10.4.5 any claim unless the aggregate amount of all claims for or for a proportion of which Motorola would otherwise be liable under Clause 10 (*Environment*) together exceeds [redacted] (as increased or decreased on each anniversary of the Contract Date in line with any increase or decrease in the Retail Price Index) and once exceeded the Customer shall be entitled to recover all costs and Irrecoverable Vat below such threshold as well as above together with payment of interest at the Applicable Rate from the date the cost were incurred. If at the Expiry Date there are amounts below such threshold which have not yet been recovered, the Customer shall be entitled to recover the costs and Irrecoverable VAT which have not yet been recovered.

10.5 Subject to Clauses 10.10.2 and 10.10.3 (*Environment*), the Customer and Motorola shall take all reasonable steps to avoid or mitigate any Environmental Losses which give rise to, or in the absence of mitigation might give rise to, a claim under Clause 10.1 or 10.2 (*Environment*).

10.6 Neither the Customer nor Motorola shall be liable in relation to any claim hereunder if and to the extent that the Customer or Motorola can show that such claim would not have occurred or was increased or made more costly (to the extent only of such increased cost) as a result of the other volunteering information concerning any actual or potential Environmental Liability to a Competent Authority or other Third Party without the prior written consent of the Customer or Motorola (such consent not to be unreasonably withheld or delayed) except:

10.6.1 in case of emergency; or

10.6.2 where the Customer or Motorola reasonably believe such disclosure to be required under any Law or Required Consent or for the protection of the public and/or employees.

10.7 **Hazardous Materials and Environmental Management System**

Without prejudice to any other provision of this Clause 10, each Party covenants from the Contract Date to exercise due care and to take reasonable precautions in accordance with Environmental Laws and to the standard of a reasonable and prudent operator having regard to Good Industry Practice with respect to the storage, use and disposal of any Hazardous Materials in their respective ownership with the intention that their relevant operations or activities will not cause significant Harm or Damage to the Environment.

10.8 **Information**

Without prejudice to Clauses 10.1 or 10.2 (*Environment*), if information becomes available to a Party which indicates that the condition of any part(s) of the System or any discharge, spillage, leak or escape of Hazardous Material may or will cause significant Harm or Damage to the Environment, that Party:

10.8.1 shall inform the other Party and LUL as soon as reasonably practicable in writing of all such matters;

10.8.2 subject to Clause 10.1, 10.2 (*Environment*), 10.10.2 and 10.10.3 (*Procedure Where a Claim is Made in respect of Remedial Action*), shall as soon as reasonably practicable take all reasonable precautions and actions to prevent or minimise or mitigate any such risks or harm all in accordance with Clause 10.10.1 (*Procedure Where a Claim is Made in respect of Remedial Action*) and Good Industry Practice;

10.8.3 shall consult as fully as is reasonably practicable as to the scope of any Remedial Action and shall, subject to Clause 10.10.4 (*Procedure Where a Claim is Made in respect of Remedial Action*), (applying Good Industry Practice) comply with any reasonable requests and requirements of the other Party in respect of any Remedial Action;

10.8.4 shall supply such information (including copies of relevant documents), permit such access to its plant managers and to the System and give such co-operation as reasonably requested by the other Party (including, without limitation, meeting with and reviewing matters with the other Party), to enable the other Party to assess potential Environmental Liability and to ensure that the relevant Party is discharging its obligations under this Clause.

10.9 **Conduct of Environmental Claims**

10.9.1 If either Party becomes aware of any matter which might give rise to a claim or counterclaim by it (the **"Claimant"**) under this Clause 10, the following provisions shall apply.

10.9.2 The Claimant shall as soon as reasonably practicable give written notice to the other Party of the matter (stating in reasonable detail the nature of the matter and, so far as practicable, the amount likely to be claimed) and shall consult as fully as is reasonably practicable with the other Party with respect to the matter and particularly in relation to any negotiations and/or proceedings arising out of

any claim or liability; if the matter has become the subject of any proceedings the Claimant shall give the notice within sufficient time to enable the other Party to have time to contest the proceedings.

10.9.3 The Claimant shall:

(A) take such action and institute such proceedings, and give such information and assistance (including access to any relevant property, premises and personnel and the right to copy or photograph any assets, documents and works for the purpose of evaluating or disputing any claim or liability), as the other Party or (if appropriate) its insurers may reasonably request, to:

(1) dispute, resist, appeal, compromise, defend, remedy or mitigate the matter; or

(2) enforce against any person (other than the Claimant) the rights of the Claimant or its insurers in relation to the matter; and

(B) if the other Party so requests, allow the other Party or its insurers to have the exclusive conduct of the proceedings, in each case on the basis that the other Party shall fully reimburse the Claimant for all reasonable costs incurred as a result of any request or nomination by the other Party or its insurers.

10.9.4 The Claimant shall not admit liability in respect of or settle any matter which is or may become the subject of a claim under this Clause 10 without obtaining the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

10.9.5 Without prejudice to the validity of any claim or alleged claim under Clause 10, if either Party becomes aware of any matter that might give rise to a claim by that Party against the other Party under Clause 10.1 or 10.2 (*Environment*) (as appropriate) in relation to electric and/or magnetic fields that Party shall give written notice of that fact as soon as reasonably practicable to the other Party.

10.9.6 Each Party shall allow the other Party and its environmental experts and professional advisers to investigate the matter or circumstance alleged to give or which may give rise to a claim under this Clause 10 and whether and to what extent any amount is payable in respect of such claim and for such purpose the other Party shall give that Party all such information and assistance as that Party or its environmental experts or professional advisers may reasonably request.

10.9.7 If a claim under this Clause 10 is as a result of or in connection with any claim by or liability to a Third Party then except insofar as that Party expressly waives in writing its rights under Clause 10.1 or 10.2 (*Environment*) (as appropriate) in respect of any such matter the other Party shall be entitled to dispute or contest such claim or liability and to have the conduct of any related proceedings, negotiations or appeals. No admission of liability shall be made by or on behalf of that Party without the prior written consent of the other Party.

10.10 **Procedure Where a Claim is Made in respect of Remedial Action**

10.10.1 The provisions of Clauses 10.9.1 to 10.9.4 (*Conduct of Environmental Claims*) shall apply in respect of any claim under Clause 10.1 and/or 10.2 (*Environment*)above insofar as it relates to Remedial Action and/or to voluntary action to prevent, reduce, eliminate or mitigate, in respect of a claim under Clause 10.1 or 10.2 (*Environment*), any Environmental Liability.

10.10.2 Subject to Clause 10.10.3 (*Procedure Where a Claim is Made in respect of Remedial Action*) below, the Customer and/or Motorola as appropriate shall consult as fully as is reasonably practicable with and pay reasonable regard to the views of the other in respect of any Remedial Action which forms the whole or part of a claim under Clause 10.1 and 10.2 (*Environment*) above and each Party

shall also make available to the other (at the reasonable expense of the requesting Party) all such information and assistance as may be reasonably requested by the relevant Party as being of relevance to such Remedial Action (save where disclosure would involve a breach of confidentiality or waiver of legal privilege).

10.10.3 Where either Party intends voluntarily to undertake any reasonable action (including Remedial Action) to prevent, reduce, eliminate, limit, or mitigate, in respect of a claim under Clause 10.1 and/or 10.2 (*Environment*) (as appropriate) or any Environmental Liability, such Party shall obtain the other's prior written consent (except in emergencies) to such action (such consent not to be unreasonably withheld or delayed) and in assessing whether such action is reasonable (and accordingly whether consent should be given), regard shall be had to the estimated costs (including Irrecoverable VAT) of such action.

10.10.4 Subject to Clause 10.10.2 and Clause 10.10.3 (*Procedure Where a Claim is Made in respect of Remedial Action)* above, the Customer or Motorola shall undertake any Remedial Action (but the Customer or, as the case may be, Motorola shall only be obliged to undertake Remedial Action in respect of Environmental Losses and Hazardous Material for which it is responsible pursuant to, as applicable, Clause 10.1 or 10.2 (*Environment*) given that in all other circumstances Motorola or the Customer shall be under a duty to mitigate, in circumstances where Environmental Losses have arisen, by observing Good Industry Practice) and/or voluntary action to prevent, limit, reduce, eliminate or mitigate, in respect of a claim under Clause 10.1 and/or 10.2 (*Environment*) respectively or any Environmental Liability:

(A) as soon as reasonably practicable after consultation with the other Party in respect of the same;

(B) in the most cost effective manner reasonable in the circumstance; and

(C) using Good Industry Practice.

10.10.5 In the event of a dispute between the Parties in respect of a claim under Clauses 10.9.1 to 10.9.4 (*Conduct of Environmental Claims*) above as to:

(A) the scope, nature and/or cost of any Remedial Action undertaken; or

(B) whether action (including Remedial Action) taken by the Customer or Motorola to prevent, eliminate, limit, reduce or mitigate any Environmental Liability was reasonable, the dispute shall be resolved according to the Dispute Resolution Procedure.

10.11 Motorola shall comply with the provisions of Schedule 2.9 (*Service Management Requirements*).

11. STANDARDS

Motorola shall comply with the provisions of Schedule 2.6 (*Standards*).

12. BUSINESS CONTINUITY AND DISASTER RECOVERY

12.1 Motorola shall co-operate and assist the Customer, where appropriate, with the Customer's requirement to prepare and update a BCDR Plan in accordance with Schedule 2.11 (*Business Continuity and Disaster Recovery*) in relation to those elements of the Disaster Recovery Plan which relate to the provision of the System by Motorola.

12.2 In the event of the Customer declaring the occurrence of a Disaster, Motorola shall promptly render all such assistance as is necessary to enable the Customer, LUL and/or the NTPP Prime to implement the Disaster Recovery Plan.

SECTION C: PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

13. PAYMENT

13.1 Invoices

The Customer shall, subject to and in accordance with the provisions of this Clause 13 (*Payment*) and Schedule 4.1 (*Charges and Invoicing*), pay (or procure the payment by a member of the Customer Group) to Motorola the Contract Payments calculated on the basis set out in Schedule 4.1 (*Charges and Invoicing*) in respect of all Services to be provided or deemed to be provided under the Contract (except as specifically provided in this Contract).

13.2 Failure by the Customer to pay

Motorola shall notify the Customer (and if LUL is not the Customer, LUL) promptly and in any event within ten (10) Business Days from the due date for payment in writing of any material non-payment or material late payment of any sums due to Motorola from the Customer under this Contract.

13.3 Other Payments

13.3.1 Without prejudice to the provisions of Clause 48 (*Consequences of expiry or termination*) and, any payment (other than any Contract Payment) due by either Party (the "**Payer**") to the other Party (the "**Payee**") under this Contract (including without limitation in respect of any of the indemnities contained in this Contract) shall be due and payable by the Payer to the Payee on expiry of (unless otherwise stipulated) thirty (30) days of delivery of a demand and (where appropriate) a valid VAT invoice.

13.3.2 The Payer shall pay all such amounts due to the Payee by bank transfer (Bank Automated Clearance System ("**BACS**") in immediately available funds to such bank account of the Payee as the Payee shall from time to time designate for that purpose, or such other method as the Parties may agree from time to time.

13.3.3 The Payee shall be entitled without prejudice to any other right or remedy, to receive interest on any payment not made on the due date calculated at the Applicable Rate, from the due date up to but excluding the date of payment, both before and after judgment (where relevant).

13.4 Financial Distress

13.4.1 Motorola warrants and represents to the Customer that as at the Contract Date the long term credit ratings issued for Motorola and the Guarantor by each of the Ratings Agencies meet the Credit Rating Threshold.

13.4.2 Motorola shall promptly notify (or shall procure that its auditors promptly notify) the Customer in writing if there is any downgrade in the credit rating issued by any Ratings Agency for either Motorola or the Guarantor which results in either Motorola or the Guarantor failing to meet the Credit Rating Threshold (and in any event within five (5) Business Days of the occurrence of the downgrade).

13.4.3 Motorola shall:

(A) regularly monitor the credit ratings of Motorola and the Guarantor with the Ratings Agencies; and

(B) promptly notify (or shall procure that its auditors promptly notify) the Customer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within ten (10) Business Days of the date on which Motorola first becomes aware of the Financial Distress Event, or the fact, circumstance or matter which could cause a Financial Distress Event).

13.4.4 For the purposes of determining whether a Financial Distress Event has occurred, the credit rating of Motorola or the Guarantor (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated Motorola or the Guarantor (as the case may be) at or below the applicable Credit Rating Threshold.

13.4.5 In the event of a Financial Distress Event occurring which the Customer reasonably believes could directly impact on the continued performance and delivery of the Services in accordance with this Contract (or if the Customer becomes aware of the Financial Distress Event without notification and brings the event to the attention of Motorola), then Motorola shall, at the request of the Customer:

(A) meet with the Customer as soon as reasonably practicable (and in any event within two (2) Business Days or such longer period permitted by the Customer), to review the effect of the Financial Distress Event on the delivery of the Services and Risks in relation thereto; and

(B) submit to the Customer for assurance within five (5) Business Days (or such longer period specified by the Customer) a draft financial distress mitigation plan setting out how Motorola will ensure the continued performance and delivery of the Services (and the availability of funding to meet Motorola's liability under this Contract).

13.4.6 The Customer shall be entitled to terminate this Contract under Clause 47.2 (*Termination by Customer*) if Motorola fails to comply in any material respect with the terms of the financial distress mitigation plan described in Clause 13.4 (*Financial Distress*).

14. GENERAL TAXATION

14.1 Deductions

14.1.1 All payments due to either Party under the Contract shall be calculated and made free and clear of and without deduction for, or on account of, any Taxes, unless such deduction or withholding is required by Law. The Payer shall account on a timely basis to the appropriate authority in respect of any such deduction or withholding which is so required.

14.1.2 If such deduction or withholding is required by Law, the Payer shall (except in the case of interest and any deduction in accordance with to Clause 14.3 (*Construction Industry Scheme ("CIS")*) increase the payments to the Payee so that the net amount received and retained by the Payee after such deduction or withholding (and after taking account of any further deduction or withholding which is required to be made which arises as a consequence of the increase) shall be equal to the full amount which the Payee would have received and retained if no such deduction or withholding had applied.

14.1.3 To the extent that the Payee actually derives an economic benefit from a deduction or withholding which gives rise to an increased payment under Clause 14.1.2, the Payee shall make such payment as the Payee in its absolute discretion certifies will transfer that economic benefit to the Payer and will leave the payee in no better and no worse position than it would have been in had no such deduction or withholdings been required. Any payments so made by the Payee shall be refundable to the Payee to the extent that the relevant benefit is ultimately not actually derived.

14.2 VAT

14.2.1 All sums payable under this Contract and under contracts to be entered into in performance of this Contract shall be exclusive of value added tax, if any.

14.2.2 Where pursuant to the terms of this Contract a party (the **"Supplier"**) makes a supply to another party (the **"Recipient"**) and the Supplier (or the representative member of the VAT group of which it is a member) is required to account for VAT to a tax authority in respect of such VAT, the Recipient shall pay to the party making the supply a sum equal to the amount of VAT chargeable on such supply, in addition to and at the same time as the consideration for such supply given in accordance with the provisions of this Contract subject to receipt of a valid VAT invoice in respect thereof.

14.2.3 Where a party is required by the terms of this Contract to reimburse or indemnify any other party for any cost, expense or other liability, the Payer shall reimburse or indemnify the Payee for the full amount of such cost, expense or liability, including such part thereof as represents VAT, save to the extent that the other party is entitled to credit or repayment in respect of such VAT from HM Revenue & Customs.

14.3 **Construction Industry Scheme ("CIS")**

14.3.1 Where the construction industry scheme as set out in Part 3, Chapter 3 and schedule 11 Finance Act 2004 and the Income Tax (Construction Industry Scheme) Regulations 2005 (the **"CIS Rules"**) applies to any payment to be made by the Customer to Motorola under this Contract, the obligations of the Customer to make such payment will be subject to the provisions of the CIS Rules. Unless and until HM Revenue and Customs confirms to the Customer that the Customer can make any payment to Motorola without any tax deduction, the Customer shall deduct any tax from payments due to Motorola under this Contract at the rate specified by HM Revenue and Customs pursuant to the CIS Rules before paying the balance to Motorola. The Customer shall account to HM Revenue and Customs for any tax so deducted.

14.3.2 Motorola confirms, as at the date of this Contract, that its unique taxpayer reference (UTR) is 40500 05855 and that it is registered for gross payment under section 63 of Finance Act 2004. Motorola shall, by notice to the Customer, immediately notify the Customer if there is any change in this status.

15. SET-OFF

15.1 Without prejudice to any other provision of this Contract and subject to the limits on Motorola's liability in this Contract, all damages, costs, charges, expenses, debts, sums or other amounts owing to the Customer by Motorola pursuant to and in accordance with this Contract may be deducted by the Customer from monies due to Motorola under this Contract subject to the Customer notifying Motorola of its intention to withhold sums together with its grounds for doing so in in accordance with the provisions of Schedule 4.1 (*Charges and Invoicing*).

15.2 If the Customer wishes to set off any amount owed by Motorola to the Customer against any amount due to Motorola pursuant to Clause 15.1 (*Set-off*), it shall give notice to Motorola within twenty (20) Business Days of receipt of the relevant Invoice, setting out the Customer's reasons for withholding or retaining the relevant Charges. If the Customer sets off any amount owed by Motorola to the Customer against any amount due to the Customer, and it is not entitled to so, Motorola shall be entitled to receive interest on the amount due to it in accordance with Schedule 4.1 (*Charges and Invoicing*).

SECTION D: CONTRACT GOVERNANCE

16. THIRD PARTY COOPERATION

16.1 Motorola acknowledges that the Services provided by Motorola are only one aspect of the work and services necessary to operate the Underground Network and Motorola shall take all steps as are reasonably required by LUL (in its capacity as the operator of the Underground Network), Customer (which may be LUL, the NTPP Prime or another Third Party), the NTPP Prime (where it is not the Customer), Other Service Providers and Third

Parties authorised by LUL to provide directions to Customer or Motorola in relation to all activities relating to the subject matter of this Contract (such parties being "**Authorised Service Providers**") and any points of integration, interoperability, interface or dependency between: (i) the Services; and (ii) LUL's systems and associated activities or services provided by or to Authorised Service Providers, in each case by carrying out the applicable activity from the following:

16.1.1 the development of the Documents;

16.1.2 the planning and delivery of the Upgrade Programme Plan and Upgrade Projects;

16.1.3 the design, build, operation and maintenance of any Interfaces applicable to the Services;

16.1.4 interactions and data flows between the Services and the services provided by or to Authorised Service Providers;

16.1.5 Testing or any other testing by LUL, Customer or any Authorised Service Provider

16.1.6 performance measuring and monitoring;

16.1.7 the resolution of Faults or Failures;

16.1.8 the delivery and implementation of any Variations;

16.1.9 compliance with Laws and Standards from time to time;

16.1.10 compliance with its obligations in relation to safety in accordance with Clause 9 (*Safety*);

16.1.11 delivery, testing and invocation of the BCDR Plan or any business continuity and disaster recovery plans of LUL or Other Service Providers or Third Parties; and

16.1.12 claims or actions brought by an Authorised Service Provider (provided nothing in this Clause 16.1.12 shall oblige Motorola to participate in or contribute towards any legal proceedings deriving from such claims or actions),

provided that, subject to Clause 34.9 (*Publicity and Confidentiality*), this Clause 16.1 shall not oblige Motorola to disclose any Commercially Sensitive Information to Authorised Service Providers or any other Third Party.

16.2 The co-operation referred to in this Clause 16 shall include promptly providing Customer and Customer Personnel and, to the extent applicable, LUL, LUL Personnel and Authorised Service Providers with:

16.2.1 Documents or Data reasonably requested by Customer, LUL or an Authorised Service Provider (to the extent within Motorola's control or possession and not comprising Commercially Sensitive Information); and

16.2.2 access to relevant Motorola Personnel during ordinary working hours to answer reasonable questions in relation to delivery of the Services (including their attendance at meetings with Customer if reasonably required);

provided that, subject to Clause 34.9 (*Publicity and Confidentiality*), this Clause 16.2 shall not oblige Motorola to disclose any Commercially Sensitive Information to the NTPP Prime and/or any Authorised Service Providers (other than LUL or a member of the LUL Group) unless Motorola consents to the disclosure or is otherwise compelled to disclose by applicable Law.

16.3 Motorola shall give the Customer reasonable prior notice in writing of each meeting it has with any Authorised Service Provider in relation to the Services (or any related subject matter), the Customer shall be entitled to request that it attends such meetings, and Motorola shall not unreasonably withhold its consent for the Customer to do so.

16.4 In performing the Services, Motorola take all reasonable steps to avoid prejudicing the Customer's relationship with LUL, any other Authorised Service Provider or any Third Party.

17. SERVICE MANAGEMENT

Motorola shall be responsible for delivering and managing the Services in accordance with the requirements set out in Schedule 2.9 (*Service Management Requirements*).

18. GOVERNANCE

18.1 Schedule 6.1 (*Governance*) shall take effect from the Contract Date. The Parties' obligations under Schedule 6.1 (*Governance*) are in addition to, and shall not limit in any way, their respective obligations under the other provisions of this Contract and satisfactory performance of either Party's obligations under Schedule 6.1 (*Governance*) or any of them shall not discharge either Party from any failure to perform, or from partial performance of, its obligations under the other provisions of this Contract.

18.2 The Contract Manager and Motorola Representative shall be appointed by the respective Parties in accordance with Schedule 6.1 (*Governance*).

18.3 **No Discharge**

Each Party shall be solely responsible for ensuring that it performs its obligations under this Contract. Without prejudice to the terms of this Contract and except as specifically provided by this Contract, or pursuant to an express written waiver of the relevant Party's obligations pursuant to this Contract, no review, comment, supervision, approval or disapproval, testing or other exercise of rights, the giving or issue of any approval, agreement, acceptance, consent or certificate by the other Party, the Contract Manager, or any other employee, contractor or agent of the other Party, including in the case of any purported discharge of obligations by Motorola only, the Customer Group or any Authorised Third Party under this Contract (including in relation to documentation) shall by itself operate in any way to relieve the relevant Party of any of its duties, responsibilities, obligations or liabilities under this Contract including, in the case of Motorola, Motorola's performance or non-performance of the Services.

19. RECORDS, AUDIT, INSPECTION AND NOTIFICATION

19.1 No later than sixty (60) days prior to the NTPP Service Delivery Commencement Date, Motorola shall prepare and submit to the Customer for Approval an Audit Plan which identifies, on a Period by Period basis, activities carried out by Motorola to verify its compliance with the Contract and shall include, as a minimum, how Motorola will:

19.1.1 verify the accuracy of the Charges and any Service Credits and any other amounts payable by or to the Customer under this Contract, including Invoices relating to the same (and proposed or actual variations to such Charges and payments);

19.1.2 verify Motorola's compliance with this Contract and applicable Laws;

19.1.3 identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security;

19.1.4 identify or investigate any circumstances which may impact Motorola's ability to perform the Services;

19.1.5 verify the accuracy and completeness of any information delivered or required by this Contract;

19.1.6 review any Periodic Performance Reports and other Documents, Data and/or other records and data relating to Motorola's performance of the Services and to verify that these reflect Motorola's own internal reports and records;

19.1.7 review and verify Motorola's compliance with its obligations under Schedule 2.4 (*Asset Management*);

19.1.8 inspect the Services (or any part of them including System Assets) and the wider Service delivery environment (or any part of it);

19.1.9 review the accuracy and completeness of the Asset Register and other items referred to in Schedule 6.6 (*Exit Management*);

19.1.10 review Motorola's quality and safety management systems (including all relevant quality and safety plans and any quality and safety manuals and procedures);

19.1.11 inspect System Assets, including LUL Materials, equipment and facilities relevant to the provision of the Services; and/or

19.1.12 review the integrity, confidentiality and security of LUL Data and Motorola's compliance with its obligations under Clause 32 (*Privacy and Data Protection*), Schedule 2.5 (*Security Management)*, Schedule 2.6 (*Standards*) and Schedule 2.9 (*Service Management Requirements*),

and Motorola shall review and update the Audit Plan at least annually and shall submit such updated Audit Plan to the Customer for Approval.

19.2 Motorola shall invite the Customer to attend each of the activities carried out by Motorola to verify its compliance with the Contract to enable the Customer to satisfy itself that the requirements of the Contract are being met.

19.3 The Customer acting on its own behalf and/or through its Audit Agents, may at any time during the performance of this Contract, without prior warning save that the Customer shall use reasonable endeavours to give Motorola at least thirty (30) days' prior written notice, undertake any inspection of the System, Records, Documentation or any audit or check of any aspect of Motorola's performance of this Contract to assess compliance by Motorola with Motorola's obligations under this Contract. The Customer acknowledges that if the Customer, acting on its own behalf and/or through its Audit Agents, undertakes any inspection of the System, Records, Documentation or any audit or check of any aspect Motorola's performance of this Contract without providing Motorola with any notice such inspection, such audit or check may have an impact on the costs incurred by Motorola in respect of such inspection and, if so, subject to Clause 19, Motorola shall be entitled to seek financial redress from the Customer in relation to such costs.

19.4 The Customer shall not exercise its rights and shall use reasonable endeavours to procure that its Audit Agents shall not exercise their rights under Clause 19 vexatiously and nothing in this Clause 19 shall entitle the Customer to have access to information to which it would not otherwise be entitled pursuant to this Contract.

19.5 Without prejudice to Clause 34 (*Publicity and Confidentiality*), Motorola shall as soon as reasonably practicable provide all reasonable co-operation in relation to any inspection, audit or check including, to the extent reasonably required:

19.5.1 granting or procuring the grant of access during ordinary working hours to any premises used in Motorola's performance of this Contract;

19.5.2 granting or procuring the grant of access during ordinary working hours to any equipment (including all computer hardware) used (whether exclusively or non-exclusively but where non-exclusively only to the extent used) in the performance of the Contract, wherever situated and whether Motorola's own equipment or otherwise save that nothing in this Clause 19.5.2 shall oblige Motorola to grant access to equipment which Motorola acting reasonably and having regard to the Customer's reasonable requirements (in particular, in relation to expiry of this Contract) considers is commercially sensitive in relation to the Customer in general, and, where, (in accordance with the above) Motorola considers such information is commercially sensitive in general but not in relation to the Customer, and having regard to the provisions of Clause 34 (*Publicity and Confidentiality*), that the Customer's right to have such access is likely to materially prejudice the right of Motorola to ensure that such equipment remains confidential;

19.5.3 granting access to any data and/or software (including standing data, transaction data processed by the System and security settings) to the extent relating to the performance of this Contract save that nothing in this Clause 19.5.3 shall oblige

Motorola to grant access to data and/or software which Motorola acting reasonably and having regard to the Customer's reasonable requirements (in particular, in relation to expiry of this Contract) to have access to such data and/or software which is identified as Commercially Sensitive Information;

19.5.4 ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and or alteration to data during the audit;

19.5.5 making the Records, Documentation and other information referred to in this Clause 19 available for inspection;

19.5.6 providing a reasonable number of copies of any contracts, other documents or records required by the auditor and/or granting copying facilities to the auditor for the purposes of making such copies as part of the Services for which the Contract Payments are made (save to the extent that the cost to Motorola of providing such copies or copying facilities is not reasonable in all the circumstances in which event the Customer shall pay any unreasonable costs); and

19.5.7 complying with reasonable requests from the Customer or LUL for access to personnel engaged in Motorola's performance of the Contract.

19.6 Subject to Clause 19.7, the Parties agree that they shall each bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the audit identifies a material Default by Motorola in which case Motorola shall reimburse the Customer for all of the Customer's reasonable costs incurred in connection with the audit.

19.7 If the Customer exercises its rights to a full-scope audit under Clause 19.1 more than once in any twelve (12) month period during the Term of this Contract (except where the audit is required by any Regulatory Body or Law or the planned verification is set out in the Audit Plan) then the Customer shall bear Motorola's reasonable costs and expenses incurred in respect of the audit, unless the audit identifies a material Default by Motorola in which case Motorola shall reimburse the Customer for all of the Customer's reasonable costs incurred in connection with the audit and the resolution of the identified material Default.

19.8 If an audit undertaken pursuant to this Clause 19 identifies that the Customer has overpaid any Charges and Motorola agrees with the findings of the audit, Motorola shall pay to the Customer the amount overpaid and interest on the amount overpaid at the Applicable Rate, accruing on a daily basis from the date of overpayment by the Customer up to the date of repayment by Motorola, such payment to be paid within ten (10) Business Days of Motorola receiving a written request for the same from the Customer and Customer may exercise its right to deduct such amount from the Charges if it prefers to do so.

19.9 If an audit undertaken pursuant to this Clause 19 identifies that:

19.9.1 Motorola has not in fact committed any Default or alleged material breach of the Contract in circumstances where the requirement to audit has arisen because the Customer believed that Motorola had committed such Default and/or alleged material breach, the Customer shall bear Motorola's reasonable costs and expenses incurred in respect of the audit; and

19.9.2 the Customer has erroneously underpaid or withheld any Charges, the Customer shall pay to Motorola:

(A) the amount underpaid or withheld; and

(B) interest on the amount overpaid at the Applicable Rate, accruing on a daily basis from the date of underpayment or withholding by the Customer up to the date of payment by the Customer to Motorola pursuant to this Clause 19.9,

such payment to be paid within twenty (20) Business Days of the Customer receiving a written request for the same from Motorola.

19.10 Where Motorola acting reasonably considers that complying with its obligations under this Clause 19 or the exercise by the Customer of its right to undertake an audit would adversely affect the performance of the Services, it shall notify the Customer accordingly and Motorola and the Customer shall co-operate in order to avoid such effect.

19.11 Where compliance by Motorola with its obligations under this Clause 19 or the exercise by the Customer (following a novation by LUL to Customer) of its rights pursuant to this Clause 19 adversely affects the performance of the Services and the exercise of such rights arises out of a request by LUL in respect of any inspection, audit or check, Motorola shall be entitled to request in writing that the Customer uses all reasonable endeavours to seek to restrict the exercise of any right of audit by LUL.

19.12 Motorola shall, and shall procure that its subcontractors shall:

19.12.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and Motorola's obligations under the Contract and all transactions entered into by Motorola for the purposes of the Contract (including time-sheets for Motorola's Personnel where such records are material to the calculation of the Charges) ("**Records**"), provided that Records shall not include information or documentation about Motorola's supplier costs, internal or intercompany transaction costs and details, overhead allocations, research and development investment allocations or margin or profit information to a level of detail beyond that which is already required pursuant to Schedule 4.1 (*Charges and Invoicing*); and

19.12.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

19.13 The Customer and any person nominated by the Customer has the right to audit any and all Records at any time during the Retention Period on giving to Motorola what the Customer considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of Motorola's performance of the Services (including compliance with Clause 55.4.1 (*Compliance with Policies and Laws*)) and Motorola shall give all reasonable assistance to the Customer or its nominee in conducting such inspection, including making available documents and staff for interview, provided that any audit or inspection shall not exceed the scope of the Customer's audit and inspection rights under this Clause 19.

19.14 Motorola shall provide the Customer with such assistance as the Customer may require to discharge its obligations under section 60(4) of the Procurement Act 2023.

19.15 Motorola shall promptly notify the Customer in writing:

19.15.1 if any of Motorola, Motorola's Associated Persons or any Relevant Subcontractor is or is placed on the Debarment List; or

19.15.2 if any of Motorola, Motorola's Associated Persons or any Relevant Subcontractor is or becomes an Excluded Supplier or Excludable Supplier (including in each case by reference to their Connected Persons (PA));

and shall provide any further information that the Customer may reasonably require in this regard.

19.16 Without prejudice to Clause 22.7.2 (Requirements *under the Procurement Act 2023 relating to Sub-contracting*), Motorola shall notify the Customer in writing as soon as reasonably practicable and in any event within five (5) days of any changes to Motorola's Connected Persons (PA) together with information regarding any new Connected Persons (PA).

20. DISPUTE RESOLUTION

20.1.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with Schedule 6.2 (*Dispute Resolution Procedure*).

20.1.2 Motorola shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

SECTION E: MOTOROLA PERSONNEL AND SUPPLY CHAIN

21. TUPE AND EMPLOYEES

21.1 The Parties acknowledge and agree that there is no intention to transfer any contracts of employment to Motorola in connection with the contracting out of the Services under this Contract on and from the NTPP Service Delivery Commencement Date under the Employment Regulations.

21.2 The Parties acknowledge and agree that there should be no transfer of any contracts of employment from Motorola to the Customer, LUL (where applicable) and/or its or their contractors or subcontractors upon the termination or expiry of this Contract under the Employment Regulations.

21.3 Motorola hereby indemnifies and holds harmless the Customer against all and any liabilities, damages, costs, claims and demands suffered by the Customer as a result of the transfer or alleged transfer) of employment of Motorola Personnel or its subcontractor employees pursuant to the Employment Regulations and/ or this Contract upon termination or expiry of all or part of this Contract for any reason or any subsequent dismissal or termination of the contract(s) of employment of any such employees, provided that such liabilities, costs, damages, claims and demands shall only be recoverable pursuant to this indemnity within the period of 18 months following the date of the TUPE transfer.

21.4 During the Term of this Contract, Motorola agrees to cooperate fully with the Customer within the timescales required to enable the Customer to meet its obligations to LUL (where applicable), including its obligations relating to the provision of employee information.

21.5 Employment Indemnity

Save as limited or otherwise provided in any applicable provisions of this Contract the Parties agree that:

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

21.5.2 the Customer shall both during and after the Term indemnify Motorola against all Employee Liabilities that may arise as a result of any claims brought against Motorola by any person where such claim arises from any act or omission of the Customer or any of the Customer' employees.

21.6 Income Tax and National Insurance Contributions

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

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

21.6.2 indemnify the Customer against any income tax, national insurance and social security contributions and any related liability, deduction, contribution, assessment, penalty or claim arising from or made in connection with the

provision of the Services by Motorola or any Motorola Personnel (save as otherwise provided for by Schedule 4.1 (*Charges and Invoicing*)).

22. SUB-CONTRACTING AND PERSONNEL

22.1 Key Personnel

Motorola shall give or provide all necessary superintendence by a suitable number of persons having adequate knowledge of the operations and work required for the performance of the Services in accordance with this Contract. Motorola shall provide sufficient personnel appropriate to the size, nature and type of work to be carried out under this Contract and shall provide such information relating to the organisation, management and supervision of personnel undertaking Motorola's obligations on Motorola's behalf as required under this Contract and such other information as the Customer may reasonably request from time to time in connection with this Contract. If Motorola makes or intends to make any change in personnel whom Motorola has previously identified to Customer as Key Personnel in the performance of this Contract, Motorola shall immediately notify the Customer in writing of such change or proposed change.

22.2 Subcontractors

22.2.1 Motorola shall be entitled to procure or permit the termination of any Sub-contract in circumstances where it has obtained the written approval of the Customer (which shall not be unreasonably withheld or delayed) to the alternative arrangements that Motorola proposes to put in place, and Motorola shall put such arrangements in place.

22.2.2 If it is sub-contracting its obligations in relation to a new Service introduced by a Variation which will involve Motorola entering into Sub-contracts of a value which may exceed [redacted], Motorola shall not sub-contract any such obligations under this Contract unless:

(A) it has given the Customer at least twenty (20) Business Days' prior written notice of the identity of the proposed Sub-contractor and the nature, extent and associated Charges relating to the Services to which the Sub-contract relates; and

(B) the Customer has approved the appointment of any such Sub-contractor (such consent not to be unreasonably withheld or delayed).

22.2.3 The Customer acknowledges and agrees that Motorola intends to sub-contract elements of the Services to those Sub-contractors set out in Schedule 7.2 (*Subcontractors*) and that Motorola's sub-contracting of its obligations under this Contract to such persons in a manner consistent with this Contract does not require notice to the Customer in accordance with Clause 22.2.2(A) (*Subcontractors*) or approval by the Customer under Clause 22.2.2(B) (*Subcontractors*).

22.2.4 Notwithstanding Motorola's right to sub-contract Motorola shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own.

22.2.5 Motorola undertakes that its sub-contract with Zetron contains a provision requiring it to pay any undisputed sums which are due from it to Zetron within thirty (30) days from the receipt of a valid invoice.

22.3 Exclusion of Motorola Personnel

If the Customer (acting reasonably and in good faith) has reasonable grounds to believe that any Motorola Personnel (excluding Sub-contractor Personnel) or Key Sub-contractor Personnel has committed an act of fraud, theft, serious misconduct, negligence, breach of the Standards or applicable policies or breach of confidentiality or security then the

Customer shall notify Motorola as soon as reasonably practicable of such grounds including a description of the alleged act or omission and the evidence that the Customer has to substantiate such allegation and Motorola shall replace the relevant Motorola Personnel (excluding Sub-contractor Personnel) and shall use all reasonable endeavours to procure that any relevant Key Sub-contractor shall replace the relevant Key Sub-contractor Personnel with a suitable alternative for the purpose of performing its obligations under or in connection with this Contract.

22.4 **Terms of Sub-contracts**

Motorola shall ensure that:

22.4.1 each Sub-contract shall include a provision requiring the Sub-contractor to comply with the Contract QUENSH Conditions referred to in Schedule 2.6 (*Standards*);

22.4.2 each Sub-contract should include a provision enabling the Sub-contract to be terminated on twelve (12) months (or less) notice (and the Customer acknowledges such termination may result in early termination fees being payable under the Sub-contract, subject to Clause 22.2.5 **(***Subcontractors*)); and

22.4.3 each Sub-contract which has an unexpired term of greater than twelve (12) months can be novated to the Customer at no cost to the Customer upon termination or expiry of this Contract.

22.5 **Terms of Key Sub-contracts**

22.5.1 Except to the extent that Schedule 7.2 (*Subcontractors*) sets out the Customer's agreement to a waiver for a Key Sub-contractor in respect of some or all of Clauses 22.5.1(A) to 22.5.1(K) (*Terms of Key Sub-contracts*) inclusive, Motorola shall ensure that each Key Sub-contract shall include:

(A) a provision prohibiting the Key Sub-contractor from further sub-contracting its obligations in relation to the provision of the Services without Motorola's prior written approval, which approval shall not be granted unless Motorola has complied with Clauses 22.2.2 and 22.2.3 (*Subcontractors*) as if such further sub-contracting resulted in a Sub-contract;

(B) a provision requiring the Key Sub-contractor to comply with requirements consistent with Clause 4 (*Services*);

(C) a provision enabling Motorola or the Customer to step-in on substantially the same terms as are set out in Clause 44 (*Step-In Rights*);

(D) a provision enabling Motorola and/or the Customer to audit the activities and performance of the Key Sub-contractor pursuant to Clause 19 (*Records, Audit, Inspection and*);

(E) a provision requiring the Key Sub-contractor to comply with requirements consistent with Clause 25 (*Intellectual Property Rights*);

(F) a provision requiring the Key Sub-contractor to comply with requirements consistent with Clauses 31 (*LUL Data and Security Requirements*) and 32 (*Privacy and Data Protection*);

(G) a provision requiring the Key Sub-contractor to comply with requirements consistent with Clause 7 (*System Assets*);

(H) a provision requiring the Key Sub-contractor to comply with restrictions on corrupt gifts and payments consistent with the restrictions in Clause 53 (*Prevention of Fraud and Bribery*);

(I) a provision requiring the Key Sub-contractor to notify the Customer promptly in writing of any material non-payment or material late payment of any sums due to the Key Sub-contractor from Motorola under the Key

Sub-contract (and in any event within ten (10) Business Days from the due date for payment);

(J) a provision enabling Motorola to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract, without any additional conditions, costs or delays in the ongoing performance of the applicable subcontracted services, to:

(1) the Customer; or

(2) any Replacement Contractor,

upon the occurrence of a Step-In Trigger Event, Motorola Termination Event, Financial Distress Event or Force Majeure Event, or the Service End Date occurring in respect of the relevant Service Component(s);

(K) a right under the Contracts (Rights of Third Parties) Act 1999 for the Customer to enforce the terms set out in Clause 22.5.1(A) to 22.5.1(J) (*Terms of Key Sub-contracts*) as if the Customer were Motorola; and

(L) a provision allowing Motorola, on twelve (12) months' notice to extend the Key Sub-contract (in its absolute discretion) so that the term of such Key Sub-contract expires on the same expiry date as this Contract.

22.5.2 Motorola shall not terminate or make any material amendments to the terms of any Key Sub-contract without the Customer's prior written consent, which shall not be unreasonably withheld or delayed.

22.5.3 If:

(A) during the Exit Period for the relevant Service(s); or

(B) a Step-In Trigger Event or Motorola Termination Event occurs,

the Customer may by written Notice to Motorola require Motorola to novate a Key Sub-contract to the Customer and Motorola shall, and shall ensure that such Key Sub-contractor shall, comply with such request within five (5) Business Days of the Customer's Notice (at no additional cost to the Customer). Any novation pursuant to this Clause 22.5.3 shall not be effective before the Expiry Date or the Termination Date (as appropriate).

22.6 **Supply Chain Protection**

22.6.1 Motorola shall ensure that all Sub-contracts contain a provision:

(A) requiring to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and

(B) a right for the Customer to publish Motorola's compliance with its obligation to pay undisputed invoices within the specified payment period.

22.6.2 Motorola shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days from the receipt of a valid invoice (except where such Sub-contractor is a SME, in which case Motorola shall pay any undisputed sums which are due from it to such SME Sub-contractor within ten (10) days).

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

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

(B) in the Customer's reasonable opinion, Motorola's failure to pay results or is likely to result in a material adverse impact on the Services or this Contract,

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

22.7 **Requirements under the Procurement Act 2023 relating to Sub-contracting**

22.7.1 The Customer reserves the right to verify whether any subcontractor of any tier is an Excluded Supplier or an Excludable Supplier (and Motorola shall provide any information requested by the Customer with regards to such verification). The Customer may require that Motorola replace or procure the replacement of any subcontractor of any tier that is or becomes an Excluded Supplier or an Excludable Supplier.

22.7.2 Motorola shall promptly notify the Customer of any circumstances from time to time that might give rise to a right of the Customer to require replacement of a subcontractor of any tier pursuant to Clause 22.7.1.

22.8 **Conflict of Interest**

22.8.1 Motorola warrants that it does not and will not have at the Contract Date or NTPP Service Delivery Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Customer Group, save to the extent fully disclosed to and approved by the Customer.

22.8.2 Motorola shall complete an assessment for any conflict of interest throughout the Term:

(A) at regular intervals (not less than once in every six (6) months; and

(B) on further occasions as reasonably required by the Customer,

and shall provide the Customer with any information requested by the Customer (including without limitation declarations provided by Motorola's Personnel) in relation to each assessment completed.

22.8.3 Motorola shall notify the Customer in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Customer Group and shall work with the Customer to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Customer's satisfaction, provided that, where the Customer is not so satisfied, it may terminate the Contract in accordance with Clause 47.2.2(O) (*Customer Termination Event During the NTPP Motorola Term*).

22.8.4 Motorola acknowledges and agrees that for the purpose of this Clause 22.8 (*Conflict of Interest*), an "interest" includes an interest as defined in section 81(4) of the Procurement Act 2023.

23. **NON-SOLICITATION**

23.1 Neither Party shall during the period from the Contract Date to the date falling six (6) months after the Expiry Date without the other Party's prior agreement in writing directly or indirectly offer to employ or to engage as an independent contractor or induce any person who has been associated in a technical or managerial capacity with the provision of the Services during the preceding six (6) months to leave that Party's employment (other than staff who have applied for genuine vacancies advertised by that other Party).

24. TRAINING

24.1 Motorola shall train or shall have trained its own personnel for all aspects of its performance of the Contract and shall procure that all Customer Employees (and LUL employees, where appropriate) that require training are trained in accordance with, and as required by, the Training Plan, which shall be prepared and updated in accordance with Schedule 6.7 (*Training*). The Customer shall ensure that Customer Employees are available to be trained in accordance with the Training Plan and shall procure that LUL employees are available for such training.

24.2 Where training of Motorola's personnel or sub-contractors' personnel (together in this Clause 24, the "**Motorola Training Personnel**") is required to be undertaken or procured by the Customer as set out in the Customer Training Plan, Motorola shall be responsible for applying such training in accordance with the procedures notified to Motorola by the Contract Manager from time to time.

24.3 Motorola shall have no claim against the Customer if access to a Site is denied due to failure to complete training of Motorola Training Personnel save to the extent that such failure to complete training is due to breach by the Customer of its obligation to provide training pursuant to Clause 24.4 and/ or failure by the Customer to provide Motorola with the relevant information to ensure compliance with training requirements.

24.4 Where any Services require the provision of training for either of the Customer or LUL (where LUL is not the Customer), then Motorola shall advise the Customer of the training, including estimated training costs, when Motorola submits its Outline Proposal and/or Variation is submitted.

24.5 The Customer shall or the Customer shall procure that LUL shall provide training of Motorola's Personnel in accordance with the provisions of Schedule 6.7 (*Training*).

24.6 Motorola will supply the Customer with the Documentation in accordance with the provisions of Schedule 6.7 (*Training*).

SECTION F: INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

25. INTELLECTUAL PROPERTY RIGHTS

25.1 Nothing in this Contract shall operate to transfer any IPR of either Party (or of either Party's Associated Companies or subcontractors (of any tier)) to any other person save to the extent set out in this Contract.

25.2 Subject to Clause 25.3, all IPR developed or created by a Party, or on behalf of that Party, in the course of carrying out activities pursuant to this Contract shall belong to that Party and/or one or more of its Associated Companies or its subcontractors (of any tier), as appropriate.

25.3 All rights (including IPR) in Data (excluding Personal Data) shall vest in the Party that generated that Data. All rights (including IPR) in LUL Data (but excluding Personal Data) shall vest in LUL.

25.4 Motorola acknowledges that any licensing or rights to use charges relating to the use of the licence or rights to use described in Clause 26 (*Licences granted by Motorola*) have been taken into account when determining the Charges payable by the Customer to Motorola under this Contract and the Customer shall not be liable for any additional charges in relation thereto.

25.5 Neither Party shall have any right to use any of the other Party's trade marks, trade names, business names, logos, designs, copyrights and all analogous rights whether registered or unregistered which relate directly or indirectly to the other Party's (or any member of the other Party's Group's) corporate identity on any of its products or services without the other Party's prior written consent.

26. LICENCES GRANTED BY MOTOROLA

26.1 Motorola hereby grants to the Customer a non-exclusive, irrevocable, sub-licensable (to any number of tiers), fully paid-up, perpetual licence, which is transferrable to a party to whom the Customer assigns, novates, subcontracts, delegates, transfers, mortgages, charges or otherwise disposes of its relevant rights and obligations under this Contract pursuant to Clause 52 (*Assignment*) of the Motorola IPR and Third Party IPR, in each case for the purposes of:

26.1.1 the design, testing, commissioning, operation, use, manage, maintenance, repair, upgrade, modification and disposal of the System and System Assets in each case in accordance with this Contract during the Term;

26.1.2 allowing the Customer or its nominee to operate, use, manage, maintain, repair and dispose of the System and the System Assets;

26.1.3 receiving and using the Services;

26.1.4 without prejudice to Clauses 26.1.1 and 26.1.2, the extension of the System in the Underground Network;

26.1.5 any activity related to managing the operational interfaces between the System or System Assets and any other systems or assets used by the Customer, LUL (where LUL is not the Customer) or any other member of the Customer Group or LUL Group (where LUL is not the Customer) for their respective business purposes;

26.1.6 the provision of training services and training personnel to carry out any of the activities described in this Clause 26.1;

26.1.7 accessing, using, maintaining, updating, modifying and copying the Documents;

26.1.8 complying with all Laws and Standards;

26.1.9 complying or co-operating with any enquiries made or carried out by the British Transport Police, Network Rail, the RAIB, the Railway Safety Directorate, OFCOM, HMRI or the ORR, or any other person carrying out any regulatory, judicial or quasi-judicial function;

26.1.10 allowing the Customer to discharge its obligations and exercise its rights under this Contract (including, without limitation, the exercise of step-in rights or any rights under Clause 44 (*Step-In Rights*));

26.1.11 preparing for, inviting and conducting tenders for any of the activities described in Clauses 26.1.1 to 26.1.6 (inclusive), subject to any restrictions in Schedule 6.6 (*Exit Management*); and

26.1.12 allowing the Customer or its nominee to receive and use Replacement Services (or any equivalent services),

in accordance with this Contract (to the extent relevant) and provided that the Customer shall not disclose Commercially Sensitive Information to any Other Service Provider (including a Replacement Contractor) or Third Party and a licence granted by Motorola to any Other Service Provider or Third Party in accordance with this Clause 26.1 shall not include a licence to any Commercially Sensitive Information.

26.2 If in the performance of the Services (including the implementation of the Upgrade Projects and the management of Spares), Motorola installs assets or otherwise transfers title to System Assets to the Customer (for example, Spares), in consideration of the sum of [redacted] (receipt of which is hereby acknowledged by Motorola), Motorola shall upon such installation or transfer of title (whichever is the earlier), be deemed to grant to the Customer (and any Other Service Providers or Third Parties nominated by the Customer for the Customer's benefit) a perpetual, non-exclusive, irrevocable, transferable, royalty-free licence to the Intellectual Property Rights relating to such System Assets to the extent reasonably necessary for the purposes set out in Clause 26.1.

26.3 If, in the configuration of a COTS Product in the conduct of the provision of the Services, Motorola creates Intellectual Property Rights then:

26.3.1 Motorola shall own such Intellectual Property Rights;

26.3.2 Motorola shall provide the Customer with a copy of all documentation associated with such Intellectual Property Rights, including a Document fully describing the configuration of such COTS Product, and in relation to any such configuration(s) shall ensure that such Document fully describes and explains the configurations; and

26.3.3 Motorola hereby grants to the Customer (and any Other Service Providers or Third Parties nominated by the Customer for the Customer's benefit) a personal, non-exclusive, irrevocable, transferable, royalty-free licence to such Intellectual Property Rights for the purposes of receiving (or providing to itself) and using the Services and any Replacement Services; and

26.3.4 subject to the Customer obtaining a licence or right to use the relevant COTS Product, Motorola shall provide the Customer with a copy of such COTS Product which is configured so that it is identical to the equivalent product used by Motorola in the provision of the Services at the point of handover to the Customer, LUL (where LUL is not the Customer) and/or the Replacement Contractor.

26.4 The licences granted under this Clause 26 (including any sub-licences) shall not extend to giving the licensees the right to manufacture any part of the System or any element of its associated Intellectual Property Rights.

26.5 **System Features**

26.5.1 The Parties agree that for the purposes of this Clause 26.5, "**System Features**" are:

(A) those design features and other graphic or artistic works comprised in the graphical user interface (GUI); and

(B) associated business rules and associated workflows,

of the System and System Assets (or any part thereof) which are reasonably necessary to provide that the User interface and the maintenance interface is consistent across the System and any new, additional or replacement system or system assets.

26.5.2 In relation to the System Features:

(A) the Parties acknowledge that LUL and Zetron are entering into a separate arrangement regarding the licensing of Zetron owned or controlled IPR subsisting in the System Features upon the termination of this Contract; and

(B) Motorola confirms that (i) there is no Motorola IPR in the System Features and (ii) without prejudice to the foregoing, if there is Motorola IPR in the System Features, then Motorola shall not prevent or otherwise restrict the Customer and the Customer's sub-licensees (of any tier) from licensing and using the System Features in the manner described above.

26.6 Upon request from the Customer, Motorola shall execute such further documents, provide copies of any documents or records and do such other things, as the Customer may reasonably request in order for the Customer to obtain the full benefit of this Clause 26, at no cost to the Customer.

26.7 If the Customer is not LUL, the Customer may sub-license the rights granted under Clause 26 to LUL provided that the sub-licence is on terms no broader than those granted by the Customer above, and the sub-licence authorises LUL's use of the rights licensed by this Clause 26 only for the purposes specified in the foregoing provisions of this Clause 26.

26.8 For the avoidance of doubt, nothing in this Contract and, specifically, nothing in this Clause 26 shall confer on to the Customer, or LUL (where LUL is not the Customer), any additional rights to software support services or entitlement to software upgrades or releases except as expressly set out in this Contract and Schedule 2.9 (*Service Management Requirements*). In addition, nothing in this Clause 26 shall be interpreted to mean that the Customer or LUL (where LUL is not the Customer) shall be entitled to software support services or software upgrades or releases after the termination or expiry of this Contract.

27. LICENCES GRANTED BY THE CUSTOMER

27.1 The Customer hereby grants to Motorola a royalty-free, non-exclusive, non-transferable licence during the Term to use Customer IPR and LUL IPR and Data supplied by the Customer solely to the extent necessary for performing the Services in accordance with this Contract and exercising its rights and complying with its obligations under this Contract, including the right to grant sub-licences to Sub-contractors on the same terms provided that:

27.1.1 any relevant Sub-contractor has entered into a confidentiality undertaking with Motorola on the same terms (in all material respects) as set out in Clause 34 (*Publicity and Confidentiality*); and

27.1.2 Motorola shall not, without the Customer or, as the case may be, LUL's prior written consent, use the licensed materials described in this Clause 27.1 for any other purpose or for the benefit of any person other than the Customer or LUL (where LUL is not the Customer).

27.2 In the event of the termination or expiry of this Contract, the licence granted pursuant to Clause 27.1 and any sub-licence granted by Motorola in accordance with Clause 27.1 shall terminate automatically on the date of such termination or expiry and Motorola shall:

27.2.1 immediately cease all use of the Customer IPR, LUL IPR and Data supplied by the Customer or LUL (where LUL is not the Customer);

27.2.2 at the discretion of the Customer or LUL (where LUL is not the Customer), return or destroy documents and other tangible materials that contain any the Customer IPR or LUL IPR or Data supplied by the Customer or LUL, provided that if the Customer or LUL has not made an election within six (6) months of the termination of the licence, Motorola may destroy the documents and other tangible materials that contain any of the Customer IPR, LUL IPR, and/or Data supplied by the Customer or LUL; and

27.2.3 ensure, so far as reasonably practicable, that any the Customer IPR, LUL IPR and/or Data supplied by the Customer or LUL (where LUL is not the Customer) that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Motorola computer, word processor, voicemail system or any other Motorola device containing such the Customer IPR, LUL IPR and/or Data supplied by the Customer or LUL.

27.3 Motorola acknowledges and agrees that any Intellectual Property Rights licensed to Motorola pursuant to this Clause 27 (*Licences granted by the Customer*) shall vest in the Customer, or where LUL is not the Customer, LUL and nothing in this Clause shall operate to transfer ownership of such Intellectual Property Rights to Motorola.

28. IPR INDEMNITY

28.1 Motorola shall at all times, during and after the Term, on written demand indemnify the Customer and each other Indemnified Person, and keep the Customer and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid (acknowledging the restriction on settling or compromising any Third Party claim set out at Clause 28.6.1 (*Conduct of claims*)) by an Indemnified Person arising from any claim against that Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Third Party IPR arising in

connection with the provision and receipt of the Services or use by the Customer and any other Indemnified Persons of the licences and rights described in Clause 26 (*Licences granted by Motorola*), save for any such claim to the extent that it is caused by:

28.1.1 any use by or on behalf of that Indemnified Person of any such Third Party IPR; or

28.1.2 the use of the Customer IPR and/or LUL IPR by or on behalf of Motorola,

in either case in breach of this Contract or in combination with any item not supplied or recommended by Motorola pursuant to this Contract or for a purpose not reasonably to be inferred from the provisions of this Contract (a "**Motorola IPR Claim**").

28.2 If a Motorola IPR Claim is made, or Motorola reasonably anticipates that a Motorola IPR Claim might be made, Motorola shall immediately notify the Customer providing full details of the same and may, at its own expense and sole option, either:

28.2.1 procure for the Customer or other relevant Indemnified Person the right to continue using the relevant item which is subject to the Motorola IPR Claim; or

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

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

(B) the replaced or modified item does not have an adverse effect on any other Services;

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

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

28.3 If Motorola elects to procure a licence in accordance with Clause 28.2.1 (*IPR Indemnity*) or to modify or replace an item pursuant to Clause 28.2.2, but this has not avoided or resolved the Motorola IPR Claim, then:

28.3.1 the Customer may terminate this Contract (if subsisting) with immediate effect by written notice to Motorola; and

28.3.2 without prejudice to the indemnity set out in Clause 28.1, Motorola shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

28.4 The Customer shall at all times, during and after the Term, on written demand indemnify Motorola and keep Motorola indemnified, against all Losses incurred by, awarded against or agreed to be paid by Motorola arising from a Customer IPR Claim.

28.5 If a Customer IPR Claim is made, or the Customer reasonably anticipates that a Customer IPR Claim might be made, the Customer shall immediately notify Motorola providing full details of the same and may, at its own expense and sole option, either:

28.5.1 procure for Motorola or other relevant Indemnified Person the right to continue using the relevant item which is subject to the Customer IPR Claim; or

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

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

(B) the replaced or modified item does not have an adverse effect on any other Services;

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

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

28.6 **Conduct of claims**

Subject to the foregoing, the indemnifying Party (the "**Indemnifying Party**") shall at its own expense, defend (or, at its option, settle) any action brought against the other Party (the "**Indemnified Party**") arising in respect of a Customer IPR Claim or a Motorola IPR Claim (as the case may be) in accordance with the following:

28.6.1 the Indemnified Party shall give written notice to the Indemnifying Party of such Third Party claim as soon as reasonably practicable on becoming aware of it and will not at any time admit liability or otherwise attempt to settle or compromise such Third Party claim without the Indemnifying Party's prior written consent;

28.6.2 without prejudice to Paragraph 6 of Schedule 6.2 (*Dispute Resolution Procedure*), the Indemnifying Party shall have sole conduct of the defence or compromise of any Third Party claim and as between the Indemnified Party and the Indemnifying Party shall have the sole right to any costs and damages awarded as a result; and

28.6.3 the Indemnified Party shall act in accordance with the instructions of the Indemnifying Party and provide the Indemnifying Party such assistance as it shall reasonably require, at the Indemnifying Party's cost (provided such costs of the Indemnified Party are properly incurred), in respect of the conduct of such defence or compromise.

29. **IPR REGISTER**

29.1 Motorola shall produce and maintain an IPR Register in substantially the same form set out in Schedule 8.1 (*IPR Register*) which sets out all Motorola IPR or Third Party IPR and details of any associated licensing arrangements including details of the following:

29.1.1 Motorola IPR;

29.1.2 Third Party IPR; and

29.1.3 COTS Product;

29.2 Without prejudice to the generality of the foregoing, Motorola shall update the IPR Register and submit it to the Customer for approval within ten (10) Business Days of:

29.2.1 the completion of any Variation (to the extent necessary to maintain the accuracy of the IPR Register);

29.2.2 each anniversary of the Contract Date;

29.2.3 the Expiry Date.

29.3 In the event of any inconsistency between Schedule 8.1 (*IPR Register*) and the provisions of Clauses 25 (*Intellectual Property Rights*) to 27 (*Licences granted by the Customer*), the latter shall prevail (irrespective of whether or not the Customer has agreed, Approved or Assured such IPR Register).

30. **ESCROW**

30.1 Within twenty (20) Business Days from receipt of written notice from LUL (or the Customer on LUL's behalf) requiring that Motorola enters into an escrow agreement directly with LUL and the Escrow Agent, Motorola shall execute the escrow agreement in the form set out in Schedule 11 (*Form of Escrow Agreement*) covering the storage and release to LUL of the Package, and request that the Escrow Agent does the same. In the event that the Escrow Agent refuses to enter into the Escrow Agreement in such form, Motorola shall inform LUL and shall (in consultation with LUL) use all reasonable endeavours to agree with the Escrow Agent and LUL (where LUL is not the Customer) such amendments to the form of escrow agreement as are reasonably required by the Escrow Agent. As soon as is reasonably practicable following agreement of any amendments to the form of escrow agreement, Motorola shall enter into the escrow agreement in the amended form.

30.2 For the purposes of Clause 30.1 and the Escrow Agreement and subject to Clause 30.4, "**Package**" means:

30.2.1 the Source Code and object code of latest version of the DIMETRA Software which has been fully deployed as part of the Services and/or any Variation as at the time the Escrow Agreement is entered into, but shall not include any other Software provided by Motorola under this Agreement; and

30.2.2 associated documentation and build materials, sufficient to enable a reasonably skilled IT professional to build, operate, maintain and modify such software.

The Parties acknowledge that, other than the DIMETRA Software, other Software provided by Motorola under this Agreement is licensed to Motorola by Third Party providers.

30.3 When requested in writing to do so by [the Customer (where the Customer is LUL), the Customer upon LUL's request (where the Customer is NTPP Prime) or by LUL (following novation of this Contract)], and subject to Clause 30.4, Motorola shall within (i) six (6) months from when the Escrow Deposit Fee is paid where commercially feasible to do so; or (ii) such longer period (not to exceed eighteen (18) months from when the Escrow Deposit Fee is paid) as Motorola may reasonably notify LUL following LUL's request when not commercially feasible to do so within six (6) months, update the Release of the Source Code in the Package on request by LUL no more than once in every twelve (12) month period (without prejudice to the remainder of this Clause 30.3), provided that LUL or the Customer shall pay to Motorola the Escrow Deposit Fee on each and every deposit of the Package which is requested by LUL (or by the Customer on LUL's behalf) and Motorola shall not be required to undertake any work pursuant to this Clause 30.3 until the Escrow Deposit Fee has been paid. Motorola shall provide reasonably frequent updates on its progress towards making a deposit of the Package under this Clause 30.3.

30.4 Notwithstanding Clauses 30.2 and 30.3, in no event shall Motorola be required to deposit into escrow any Release of the DIMETRA Software which has been available to customers of Motorola for longer than twenty-four (24) months.

30.5 In the event that LUL, or the Customer on LUL's behalf, requires Motorola to update the Package to a version of the DIMETRA Software which does not constitute an update to a different Release, LUL (where LUL is not the Customer) or the Customer (as applicable) shall notify Motorola of this requirement and Motorola shall, within a reasonable period of time, provide LUL or the Customer (as applicable):

30.5.1 the fee which will be payable to Motorola to update the Package (which shall be equivalent to Motorola's internal costs in making the update, with reasonable margin, and will in no circumstances exceed the Escrow Deposit Fee subject to indexation); and

30.5.2 the timescales within which the update could be made.

Motorola shall only be required to update the Package under this Clause 30.5 when the relevant parties reach written agreement on the fees and timescales which would apply.

Zetron Escrow

30.6 As of the Contract Date, the Zetron Escrow Agreement is in place between Motorola and Zetron under which:

30.6.1 Zetron has deposited the Zetron Package into escrow; and

30.6.2 the Zetron Package will be released to Motorola on the occurrence of any of the following events (each a **"Release Event"**):

(A) Zetron enters into any company voluntary arrangement or individual voluntary arrangement or (being a company) enters into liquidation whether compulsory or voluntary (other than for the purposes of solvent reconstruction or amalgamation) or has a receiver or administrative receiver appointed over all or any part of its assets or undertaking or an administration order is made or (being an individual or partnership)

becomes or is adjudicated bankrupt, or an event occurs within the jurisdiction of the country in which Zetron is situated which has a similar effect to any of the above events in the United Kingdom; or

(B) Zetron ceases to carry on business; or

(C) Zetron assigns its rights in the Intellectual Property Rights in the Zetron Package and the assignee fails within sixty (60) days of such assignment to offer Motorola substantially similar protection to that provided by this Agreement without significantly increasing the cost to the Motorola; or

(D) Zetron is in material breach of its obligations as to maintenance or modification of the Zetron Package under the Zetron Escrow Agreement or any maintenance agreement entered into in connection with the Package and has failed to remedy such default notified by Motorola to Zetron within a reasonable period;

(E) Motorola is licensed to use the Zetron Package released to it for the purpose of understanding, maintaining, modifying and correcting the Zetron Package exclusively on Motorola's or LUL's behalf; and

(F) in the event of an Insolvency Event in respect of Motorola, Motorola shall take all steps reasonably required by LUL (or the Customer on LUL's behalf) to novate the Zetron Escrow Agreement from Motorola to LUL, including by entering into a deed of novation with LUL and Zetron in a form that is equivalent in all material respects as the deed of novation set out in Schedule 9 (*Deed of Novation*).

30.7 Within twenty (20) Business Days following any Zetron Release Motorola shall (at its absolute discretion) either:

30.7.1 deposit that version of the Zetron Package which is released to it into escrow under the Escrow Agreement; or

30.7.2 enter into a further escrow agreement with LUL and the Escrow Agent in substantially the same form as the Escrow Agreement covering the storage and release to LUL of the Zetron Package,

provided that no additional fees or charges will be payable by the Customer or LUL (whether under this Contract or any escrow agreement) to Motorola in respect of the deposit of the Zetron Package and LUL's licence to use the Zetron Package following a release will be limited to the Release Purpose as defined in the Zetron Escrow Agreement.

31. LUL DATA AND SECURITY REQUIREMENTS

31.1 Motorola acknowledges that, LUL is the sole owner of all rights in the LUL Data and as between Motorola and the Customer, if one of the Parties generate Data, it shall own all rights in such Data (save in respect of Personal Data belonging to a Data Subject in respect of which LUL or, as the case may be, the Customer or a member of their respective Groups is a Data Controller or Data Processor).

31.2 Motorola shall not delete or remove any proprietary notices contained within or relating to Data or LUL Data.

31.3 Motorola shall not store, copy, disclose, or use LUL Data or Data except as necessary for the performance by Motorola of its obligations under this Contract or as otherwise expressly authorised in writing by the Customer.

31.4 To the extent that LUL Data or Data is held and/or processed by Motorola, Motorola shall supply that LUL Data or Data (as the case may be) to the Customer as requested by the Customer in the format reasonably specified by the Customer and in the event that such format specified by the Customer is materially different to the format in which Motorola holds the LUL Data or Data on the date of the Customer's request, the Parties agree that any conversion or transformation activities that Motorola needs to carry out on such LUL Data or Data shall be implemented in accordance with the Variation Procedure.

31.5 Motorola shall perform secure back-ups of all Data under its control and shall ensure that up-to-date back-ups are provided to the Customer for stage in no less than two (2) physically separate locations in accordance with Good Industry Practice and Schedule 2.11 (*Business Continuity and Disaster Recovery*). Motorola shall procure that any Sub-contractor complies with the foregoing obligation in relation to Data under its control.

31.6 Motorola shall ensure that any system on which Motorola holds any LUL Data or Data, including back-up data, is a secure system that complies with the security requirements set out in Schedule 2.5 (*Security Management*).

31.7 If LUL Data or Data is corrupted, lost or sufficiently degraded as a result of Motorola's Default so as to be unusable, Motorola shall notify the Customer immediately and the Customer may:

31.7.1 require Motorola (at Motorola's expense) to restore or procure the restoration of relevant LUL Data and Data from backups in accordance with Schedule 2.11 (*Business Continuity and Disaster Recovery*) and Motorola shall do so as soon as practicable but not later than five (5) Business Days from the date of receipt of the Customer's notice; and/or

31.7.2 itself restore or procure the restoration of relevant LUL Data and Data, and shall be repaid by Motorola any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Schedule 2.11 (*Business Continuity and Disaster Recovery*).

31.8 Without prejudice to the Customer's rights and remedies under this Contract or at Law (including the Customer's rights and remedies under Clause 42 (*Rectification Plan Process*), if at any time Motorola suspects or has reason to believe that LUL Data or Data has been accessed or is (by reference to the relevant Standards) vulnerable to being accessed, by any unauthorised Third Party, in any way for any reason, then Motorola shall notify the Customer without undue delay and inform the Customer of the remedial action Motorola proposes to take.

31.9 Motorola shall comply with the requirements of Schedule 2.5 (*Security Management*).

31.10 **Malicious Software**

31.10.1 Motorola shall, as an enduring obligation throughout the Term, provided that the SUA remains in place, and in a manner which complies with Good Industry Practice, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software on the System Assets, the System, from the Services and the Telecommunications Services.

31.10.2 Notwithstanding Clause 31.10.1, each Party shall provide such co-operation that the other reasonably requests to reduce the effect of Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Data or LUL Data, assist the Customer to mitigate any Losses.

31.10.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 31.10 shall be borne by the Parties as follows:

(A) by Motorola if the costs result from Motorola's failure to fully comply with the requirements of Clauses 31.10.1 or 31.10.2; and

(B) otherwise by the Customer.

32. PRIVACY AND DATA PROTECTION

32.1 With respect to the Parties' rights and obligations under this Contract, the Parties acknowledge that the Customer is a Data Processor and, to the extent Motorola receives Personal Data from the Customer or LUL (where LUL is not the Customer) in connection with its provision of the Services and Processes on behalf of LUL, then Motorola is a Sub-processor.

32.2 Schedule 8.3 (*Details of Processing Personal Data*) to this Contract sets out certain information regarding Motorola's Processing of Personal Data as required by the Data Protection Legislation. The Customer may make reasonable amendments to Schedule 8.3 (*Details of Processing Personal Data*) in accordance with the Variation Procedure.

32.3 In relation to Personal Data which is Processed by Motorola, Motorola shall:

32.3.1 Process the Personal Data only in accordance with written instructions from the Customer which shall reflect the documented instructions of LUL (if LUL is not the Customer) to the extent necessary to perform its obligations under this Contract and shall not use the Personal Data (in whole or in part) for any other purpose, including copying or referring to the Personal Data in training materials, training courses, discussions or negotiations or contractual arrangements with Third Parties, or proposals or tenders with the Customer (or otherwise), without the prior written consent of the Customer, unless required to do so by the Data Protection Legislation, in which case Motorola shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. For the purposes of this Clause 32.3 the written instructions from the Customer are to carry out such processing as is necessary from time to time to perform Motorola's obligations under this Contract;

32.3.2 inform the Customer immediately if it is unable to comply with any such instructions from the Customer or if it considers that any such instructions do not comply with the Data Protection Legislation, in which case any changes required to the Customer's instructions or Motorola shall be dealt with in accordance with the Variation Procedure;

32.3.3 ensure that at all times it has in place appropriate technical and organisational security measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data, including the measures as are set out in Clause 31 (*LUL Data and Security Requirements*) and shall ensure its Sub-contractors do the same;

32.3.4 fully cooperate with the reasonable instructions of the Customer which shall reflect those of LUL (if LUL is not the Customer) in relation to the security of Personal Data and to the extent that such instructions require a change to the measures set out in Clause 31 (*LUL Data and Security Requirements*), such change will be dealt with in accordance with the Variation Procedure and if Motorola considers that such change will result in security measures that do not comply with the Data Protection Legislation, Motorola shall inform the Customer immediately and any further change required in respect of the security measures will be dealt with in accordance with the Variation Procedure;

32.3.5 take all reasonable steps to ensure the reliability and integrity of any Motorola Personnel who have access to the Personal Data and take all reasonable steps to ensure that Motorola Personnel and any relevant Sub-contractor:

(A) are aware of, subject to, and comply with Motorola's duties under this Clause 32, Clause 31 (*LUL Data and Security Requirements*) and Clause 34 (*Publicity and Confidentiality*).

(B) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any Third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract or required by law; and

(C) have undergone adequate training in the use, care, protection and handling of Personal Data (as defined in Data Protection Legislation), understand such obligations and comply with them and ensure that such training is updated at reasonable intervals;

32.3.6 promptly notify the Customer and in any event within three (3) Business Days if it, or any Sub-contractor, receives:

(A) from a Data Subject (or Third Party on their behalf):

(B) a Subject Access Request (or purported Subject Access Request);

(C) a request to rectify, block or erase any Personal Data; or

(D) any other request, complaint or communication relating to the Data Subject's rights or LUL's or the Customer's obligations under Data Protection Legislation;

(E) any communication from the Information Commissioner, the European Data Protection Board, or any other regulatory authority in connection with Personal Data; or

(F) a request from any Third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

32.3.7 provide the Customer and LUL (where LUL is not the Customer) with reasonable co-operation and assistance in relation to any complaint, communication or request made as referred to in Clause 32.3.6, including by promptly providing:

(A) the Customer and LUL (where LUL is not the Customer) with full details and copies of the complaint, communication or request;

(B) where applicable, such assistance as is reasonably requested by the Customer to enable the Customer or LUL (where LUL is not the Customer) to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation;

(C) the Customer and LUL (where LUL is not the Customer), on request by the Customer and LUL (where LUL is not the Customer), with any Personal Data it holds in relation to a Data Subject; and

(D) where applicable, such assistance as is reasonably required by the Customer or LUL (where LUL is not the Customer) to enable the Customer or LUL (where LUL is not the Customer) to comply with a request from a Data Subject to:

(1) rectify, block or erase any Personal Data; and/or

(2) inform Third Parties of the need to erase any links to, or copies of, Personal Data in accordance with the requirements of Data Protection Legislation;

32.3.8 notify the Customer and LUL (where LUL is not the Customer) without undue delay and in any event within forty eight (48) hours of becoming aware of it, by written notice with all relevant details reasonably available of any actual Personal Data breach and/or breach of this Clause 32 in relation to Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Personal Data, and:

(A) keep the Customer and LUL (where LUL is not the Customer) properly and regularly informed subsequently;

(B) provide the Customer and LUL (where LUL is not the Customer) with all reasonable assistance in meeting its obligations under the Data Protection Legislation with respect to the notification of personal data breaches; and

(C) as and when required by, and in accordance with the requirements of Data Protection Legislation, appoint a designated data protection officer within Motorola's organisation;

32.3.9 if reasonably requested by the Customer or LUL (where LUL is not the Customer), provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of

compliance with its obligations pursuant to this Clause 32.3 and provide to the Customer and LUL (where LUL is not the Customer) copies of or copies or extracts of documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy audit carried out at the request of Motorola itself or the Customer. Nothing in this Clause 32.3.9 shall require Motorola to disclose any documents or information where such disclosure would compromise the security, commercial sensitivity or confidentiality of Motorola or any of its customers;

32.3.10 where reasonably requested to do so by the Customer or LUL (where LUL is not the Customer), and where Processing operations of Personal Data present specific risks to privacy, assist the Customer or LUL (where LUL is not the Customer) in relation to its obligations with respect to Privacy Impact Assessments, in accordance with guidance issued from time to time by the Information Commissioner or the European Data Protection Board or statutory requirements and make the results of such an assessment available to the Customer and LUL (where LUL is not the Customer);

32.3.11 maintain, and make available to the Customer or LUL (where LUL is not the Customer) on reasonable request, documentation, central register or inventory which describes the processing operations for which it is responsible and specifies: the purposes for which Personal Data are processed; the categories of Personal Data and Data Subjects involved; the source of the data; the recipients of the data; and the location(s) of any overseas processing of those Personal Data;

32.3.12 co-operate as the Customer or LUL (where LUL is not the Customer) requires with any investigation or audit in relation to the processing of Personal Data including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary but only to the extent required to access the Personal Data for which the Customer or LUL (where LUL is not the Customer) is legally responsible (whether in relation to Processing pursuant to this Contract, in relation to Data Protection Legislation or in relation to any actual or suspected breach), whether by the Customer (or LUL (where LUL is not the Customer) (or on its behalf), by any central or local government audit authority, the Information Commissioner, the European Data Protection Board, the police or otherwise and shall do so both during this Contract and after its termination or expiry (for so long as the Party concerned retains and/or otherwise Processes Personal Data, provided however, for the purposes of clarity, no such audit and/or access shall conflict with Motorola's obligations of confidentiality to Third Parties nor the security of Motorola's systems or facilities); and

32.3.13 comply with the following LUL information governance policies: (i) the Information Access Policy; (ii) the Information and Records Management Policy; (iii) the Information Security Policy; and (iv) the Privacy and Data Protection Policy (as referred to in Schedule 2.6 (*Standards*) and any updated or new data retention and/or deletion policy (or any other similar policy) added to the Standards in Schedule 2.6 (*Standards*) in accordance with the Variation Procedure.

32.4 Motorola shall not Process or otherwise transfer any Personal Data on the Customer's or LUL's behalf in or to any Restricted Countries without prior written consent from the Customer or LUL's. If, after the Contract Date, Motorola or any Sub-contractor wishes to Process and/or transfer any Personal Data in or to any Restricted Countries, the following provisions shall apply:

32.4.1 Motorola shall submit a Motorola Proposed Variation to the Customer which, if the Customer agrees to such Motorola Proposed Variation, shall be dealt with in accordance with the Variation Procedure and Clauses 32.4.2 to 32.4.4;

32.4.2 Motorola shall set out in the relevant Motorola Proposal details of the following:

(A) the Personal Data which will be transferred to and/or Processed in any Restricted Countries;

(B) the Restricted Countries which the Personal Data will be transferred to and/or Processed in;

(C) any Sub-contractors or other Third Parties who will be Processing and/or receiving Personal Data in Restricted Countries; and

(D) how Motorola will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Customer's compliance with Data Protection Legislation;

32.4.3 in providing and evaluating Motorola Proposed Variation and Outline Proposal, the Parties shall ensure that they have regard to and comply with then-current Customer, LUL Central Government Bodies, Information Commissioner Office and European Data Protection Board policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and

32.4.4 Motorola shall comply with such other instructions and shall carry out such other actions as the Customer or LUL (where LUL is not the Customer) may notify in writing, including:

(A) incorporating standard and/or model clauses (which have been adopted by the Information Commissioner in accordance with applicable Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties or implementing any other measure specified by the Customer to ensure that the transfer to and/or Processing in any Restricted Countries enables the Customer to meet its obligations under the Data Protection Legislation un respect of such transfer and/or Processing; and

(B) procuring that any Sub-contractor or other Third Party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:

(1) a direct data processing agreement with the Customer; or

(2) a data processing agreement with Motorola,

which shall in each case contain obligations no less onerous on the Sub-contractor or Third Party than a written contract entered into between Motorola or a Sub-contractor or Third Party pursuant to this Clause 32,

and in each case which Motorola acknowledges may include the incorporation of model contract provisions (which have been adopted by the Information Commissioner in accordance with applicable Data Protection Legislation) and technical and organisation measures which the Customer deems necessary for the purpose of protecting Personal Data.

32.5 At the request of the Customer, Motorola shall use its reasonable endeavours to assist the Customer and LUL (where LUL is not the Customer) to comply with any obligations under Data Protection Legislation related directly to the Services including but not limited the obligations with respect to the security of processing, the legally-mandated notification of personal data breaches, and Data Protection Impact Assessments, and shall not perform its obligations under this Contract in such a way as to cause the Customer or LUL (where LUL is not the Customer) to breach any of the Customer or LUL's obligations under Data Protection Legislation to the extent Motorola is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

32.6 LUL and the Customer (where LUL is not the Customer) remain solely responsible for determining the purposes and manner in which LUL Data and Data are to be Processed. Motorola shall not share any LUL Data or Data with any Sub-contractor or Third Party

without prior written consent from LUL and the Customer (if the Customer is not LUL) (in this Contract or otherwise) and unless there is a written contract in place with Motorola (if requested, a copy of the relevant privacy provisions shall be submitted to LUL and the Customer (if the Customer is not LUL)) which requires the Sub-contractor or Third Party:

32.6.1 only to Process Data and Data in accordance with LUL and/or the Customer's (if the Customer is not LUL) written instructions to Motorola; and

32.6.2 to comply with the same obligations with which Motorola is required to comply with under this Clause 32,

provided always that no Sub-contractor may assign or sub-contract their rights or obligations under such (Sub-contract and/or may not Process or permit the Processing of LUL Data or Data inside any Restricted Countries without the explicit prior written consent of LUL and the Customer.

32.7 Motorola shall not process Personal Data following termination or expiry of this Contract, save as permitted by this Clause 32. Following termination or expiry of this Contract, howsoever arising, Motorola:

32.7.1 may Process Personal Data only for so long and to the extent as is necessary properly to comply with its non-contractual obligations arising under Law;

32.7.2 subject to Clause 32.7.1, will not retain any copy, abstract, précis or summary of any Personal Data, and will (unless the Data Protection Legislation requires storage of the Personal Data):

(A) on the instructions of the Customer, either securely destroy, or put beyond use, or securely and promptly return, to the Customer (in such usable format as and to the extent the Customer may require) the Personal Data accordingly; or

(B) in the absence of instructions from the Customer, after twelve (12) months from the expiry or termination of this Contract, securely destroy or put beyond use the Personal Data.

33. RESERVATION OF INTERCEPTION RIGHTS

33.1 Motorola acknowledges and undertakes to inform those Motorola Personnel and Sub-contractors who will be using the Telecommunications Services and any other of the Customer Group's communications facilities that the Customer Group reserves the right from time to time during the Term to:

33.1.1 intercept solely for the purposes of monitoring and/or recording any communication made through any such Customer Group systems capable of transmitting communications including but not limited to telephone, electronic mail and fax; and

33.1.2 use any information obtained as a result of any such intercepted communications solely for the purposes permitted by the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, as it may be superseded or amended from time to time.

34. PUBLICITY AND CONFIDENTIALITY

34.1 Motorola shall not, and shall procure that Motorola Personnel and Sub-contractors do not, without the prior consent in writing of the Customer or save as otherwise anticipated in this Contract:

34.1.1 subject to Clause 34.3, and whether or not any restriction contained in this Clause 34 is disapplied pursuant to Clause 34.2, advertise or make any announcement (including, without limitation, any communication to the public, to any clients or suppliers of either Party or to all or any of the employees of either Party or to representatives of the press, television, radio or other media) concerning the existence, provisions or subject matter of this Contract or

containing any information about LUL or the Customer (including, without limitation Confidential Information), or that it is carrying out this Contract for the Customer (provided that in the case of a mere statement that Motorola is counterparty to this Contract, such consent shall be deemed to be granted);

34.1.2 use LUL Property for the purpose of advertising or any promotional activity; or

34.1.3 use Intellectual Property Rights in the trademarks or brands of LUL or the Customer.

34.2 The Customer shall have the absolute discretion in deciding whether to give its consent as referred to in this Clause 34.

34.3 Clause 34.1 shall not apply if and to the extent that such announcement is required by Law or by any securities exchange or regulatory or Governmental body having jurisdiction over either Party (including but, not limited to, the Financial Conduct Authority, the London Stock Exchange, The Panel on Takeovers and Mergers and the Serious Fraud Office) and whether or not the requirement has the force of law and provided that (unless prohibited by Law) any such announcement will be made only after consultation with the other Party.

34.4 Without prejudice to the provisions of Clause 19 (*Records, Audit, Inspection and Notification*), each Party receiving (directly or indirectly) Confidential Information (the "**Receiving Party**") from the other Party (the "**Disclosing Party**") undertakes to:

34.4.1 treat it as Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);

34.4.2 not to disclose (without the Disclosing Party's prior written consent in writing) to any Third Party any such Confidential Information supplied by that Disclosing Party. The Disclosing Party may require as a precondition for the granting of such consent that any such Third Party provides a confidentiality undertaking to the Disclosing Party in terms satisfactory to the Disclosing Party. Where the Third Party has a need to receive such information for the furtherance of the aims of the Contract and such Third Party provides such a confidentiality undertaking, the Disclosing Party's prior consent shall be deemed to have been given save in the case of any Commercially Sensitive Information where it shall not be deemed to have been given;

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

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

34.5 The Receiving Party shall not be in breach of its obligation under Clause 34.4 where:

34.5.1 Confidential Information or any part of such Confidential Information is in the public domain, or known to the Receiving Party, at the time of its disclosure other than by breach of this Clause;

34.5.2 the Receiving Party is required to disclose the Confidential Information (excluding any Commercially Sensitive Information) by Law, provided that Clause 35 (*Freedom of Information and Transparency*) shall apply to disclosures required under the FOI Legislation;

34.5.3 required to be disclosed by Law, the regulations of any recognised stock exchange or by an order of a court or other tribunal of a competent jurisdiction. If the disclosure of Confidential Information is required by Law, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or Regulatory Body requiring such disclosure and the Confidential Information to which such disclosure would apply;

34.5.4 any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Contract; or

34.5.5 the examination and certification of the accounts of either the Customer or LUL (where LUL is not the Customer) (provided that the disclosure is made on a confidential basis);

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

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

34.5.8 where the Customer is the Receiving Party and such disclosure of Confidential Information (which may include Commercially Sensitive Information) is made to LUL pursuant to the [NTPP Prime Contract]);

34.5.9 where the Customer is the Receiving Party and such disclosure of Confidential Information (excluding Commercially Sensitive Information) is made, whether by the Customer or LUL (where LUL is not the Customer), to a Replacement Contractor or potential Replacement Contractor in accordance with [Paragraph 4.1] of Schedule 6.6 (*Exit Management*). Commercially Sensitive Information shall not be subject to this exception;

34.5.10 where the Customer is the Receiving Party, information disclosed by the Customer or LUL (where LUL is not the Customer) as part of any procurement exercise to which the provision of the Services is relevant (including the procurement of services to succeed, replace, augment or alter the Services) subject to deleting from any such information any information which is commercially sensitive to the business interests of Motorola and/or the Key Sub-Contractors. Commercially Sensitive Information shall not be subject to this exception;

34.5.11 provided to the original parents and actual or potential shareholders (and their respective parent companies) of Motorola (and their respective professional advisers (including lawyers, auditors and accountants)) in each case as are required in the course of their duties to receive and consider the same for the purposes of the Project or the enforcement or preservation of any rights under this Contract;

34.5.12 provided by LUL or by the Customer on LUL's behalf, to the Parliamentary Commissioner for Administration, a Minister of the Crown or any department of the government of the United Kingdom; or

34.5.13 provided by Motorola to any Connected Person, or by the Customer to any Connected Person (Customer).

34.6 The Receiving Party may disclose the Confidential Information of the Disclosing Party on a confidential basis only to:

34.6.1 Motorola Personnel, Sub-contractor Personnel or Customer Personnel (as the context requires or permits) who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of Motorola's obligations under this Contract;

34.6.2 the Receiving Party's auditors;

34.6.3 the Receiving Party's professional advisers, consultants, suppliers or other persons engaged by any of such entities for any purpose relating to or connected with this Contract; and

34.6.4 where the Receiving Party is the Customer, excluding Commercially Sensitive Information, the proposed successor in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.

If the Receiving Party discloses Confidential Information pursuant to this Clause 34.6, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made, and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this Clause 34.6.

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

34.8 **Customer Obligation of Confidentiality**

34.8.1 Notwithstanding Clause 35 (*Freedom of Information and Transparency*), the Customer shall have the same obligations as those imposed on Motorola under this Clause 34 in respect of the Commercially Sensitive Information set out in Schedule 8.2 (*Commercially Sensitive Information*), except that the Customer may:

(A) disclose the Commercially Sensitive Information where the Customer is obliged to do so under any of the legislation referred to in this Clause 34;

(B) use (but not disclose) the Commercially Sensitive Information to the extent necessary to obtain the benefit of Motorola's performance under this Contract (subject to Paragraph 4.1 of Schedule 6.6 (*Exit Management*));

(C) disclose the Commercially Sensitive Information to any member of the Customer Group (and in such circumstances the Customer shall remain responsible at all times for compliance with the confidentiality agreements set out in this Clause 34.8.2 and the undertakings contained in Clause 37 (*Liability*) by the members of the Customer Group to whom such disclosure has been made); and

(D) disclose such Commercially Sensitive Information as may be required to be published in the Official Journal of the European Union,

save that any failure to exclude the disclosure of Commercially Sensitive Information pursuant to the provisions of Clauses 34.5.2, 34.5.8, 34.5.9 or 34.6.4 shall, subject to the preceding provisions of this Clause 34.8.1 be deemed a breach by the Customer of its confidentiality obligations.

34.8.2 The Parties agree (without prejudice to the generality of the foregoing) that the Customer shall be entitled to disclose:

(A) a description of the physical location of the System Assets (or proposed physical location where not yet supplied);

(B) technical data reasonably required to describe the operational functionality of the System;

(C) progress of Motorola's works to date and a programme for future works up to Initial NTPP Motorola Term Commencement Date.

34.8.3 Motorola shall procure that any Connected Person performs Motorola's obligations in this Clause as if it were Motorola, and Motorola shall be responsible to the Customer for any act or omission by a Connected Person in breach of such obligation.

34.8.4 The Customer shall procure that any Connected Person (Customer) performs the Customer's obligations in this Clause as if it were the Customer, and the

Customer shall be responsible to Motorola for any act or omission by a Connected Person (Customer) in breach of such obligations.

34.8.5 Each Party agrees promptly to notify the other Party if that Party becomes aware of any breach of confidence by a Connected Person or a Connected Person (Customer) (as appropriate) and undertakes to enforce any confidentiality undertaking given pursuant to Clause 34.4.2.

34.8.6 Upon termination of this Contract for any reason, the Receiving Party will on the Disclosing Party's request and subject to Clause 19 (*Records, Audit, Inspection and Notification*):

(A) transfer onto hard copies or electromagnetic media in industry standard format and programming languages and deliver to the Disclosing Party any Confidential Information in its possession or control;

(B) return to the Disclosing Party all copies (whether hard copy or on electromagnetic media) of Confidential Information in its possession or control;

(C) destroy, erase or otherwise put beyond use from its records, systems, databases or other forms of archive, all Confidential Information;

(D) in the case of Motorola, procure that all Connected Persons comply with Clauses 34.8.6(A), 34.8.6(B) and 34.8.6(C) above in relation to any Confidential Information in their possession or control;

(E) in the case of the Customer, procure that all Connected Persons (Customer) comply with Clauses 34.8.6(A), 34.8.6(B) and 34.8.6(C) above in relation to any Confidential Information in their possession or control;

(F) within four (4) weeks deliver to the Disclosing Party a certificate signed by the directors of the Receiving Party that this Clause has been performed in all respects.

Notwithstanding the proceeding provisions of this Clause 34.8.6, Motorola shall be permitted to retain one copy of all Documentation and Data which may contain Confidential Information.

34.8.7 The obligations and restrictions contained in this Clause 34 will survive termination of this Contract and continue without limit of time.

34.9 Where the Customer's right to provide information or documents to others is subject to the Customer not providing Motorola's Commercially Sensitive Information, the Customer shall be deemed to have satisfied the requirement not to provide Motorola's Commercially Sensitive Information by redacting any such Commercially Sensitive Information from the relevant documents.

35. FREEDOM OF INFORMATION AND TRANSPARENCY

35.1 Motorola acknowledges that LUL:

35.1.1 is subject to the FOI Legislation and agrees to assist and co-operate with LUL and the Customer to enable LUL to comply with its obligations under the FOI Legislation; and

35.1.2 may be obliged under the FOI Legislation to disclose information without consulting or obtaining consent from Motorola which may include the disclosure of Commercially Sensitive Information pursuant to Clause 34 (*Publicity and Confidentiality*).

35.2 Without prejudice to the generality of Clause 34 (*Publicity and Confidentiality*), Motorola shall and shall procure that its Sub-contractors (if any) shall:

35.2.1 transfer to the Contract Manager (or such other person as may be notified by the Customer to Motorola) each Information Access Request relevant to this

Contract, the Services or any member of the [LUL] Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

35.2.2 in relation to information held by Motorola on behalf of LUL or the Customer, provide LUL or the Customer with details about and/or copies of all such information that LUL or the Customer reasonably requests and such details and/or copies shall be provided within five (5) Business Days of a request from LUL or the Customer (or such other period as LUL or the Customer may reasonably specify), and in such forms as LUL or the Customer may reasonably specify.

35.3 LUL shall use all reasonable endeavours to consult with Motorola prior to disclosing any Commercially Sensitive Information of Motorola in response to a disclosure request under the FOI Legislation.

35.4 **Transparency**

35.4.1 Motorola acknowledges that LUL is subject to the Transparency Commitment. Accordingly, notwithstanding Motorola's confidentiality obligations set out in Clause 34 (*Publicity and Confidentiality*), Motorola hereby gives its consent for LUL to publish the Contract Information to the general public.

35.4.2 LUL may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion LUL may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. LUL may in its absolute discretion consult with Motorola regarding any redactions to the Contract Information to be published pursuant to this Clause 35.4. LUL shall make the final decision regarding publication and/or redaction of this Contract.

SECTION G: LIQUIDATED DAMAGES, LIABILITY, INDEMNITIES AND INSURANCE

36. LIQUIDATED DAMAGES FOR DELAY

Without prejudice to Clause 51.2, the Parties agree that no liquidated damages for Delay or Delay Payments shall be payable by Motorola under or in connection with its performance of this Contract unless otherwise agreed by the Parties pursuant to Clause 6.2 *(Upgrade Project Delivery*) in connection with a Variation and shall always be subject to the cap in Clause 37 (*Liability*).

37. LIABILITY

37.1 **Unlimited liability**

37.1.1 Neither Party limits its liability for:

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

(B) fraud or fraudulent misrepresentation by it or its employees;

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

(D) any liability to the extent it cannot be limited or excluded by Law.

37.1.2 Motorola's liability in respect of the indemnities in:

(A) Clause 14.2 (*VAT*);

(B) Clause 21.3 and 21.5 (*Employment Indemnity*);

(C) Clause 21.6 (*Income Tax and National Insurance Contributions*);

(D) Clause 28 (*IPR Indemnity*);

(E) breach by Motorola of Clause 34 (*Publicity and Confidentiality*); and

(F) Clause 53.6 (*Prevention of Fraud and Bribery*),

shall be unlimited.

37.1.3 The Customer's liability in respect of the indemnities in:

(A) Clause 21.5 (*Employment Indemnity*);

(B) Clause 28 (*IPR Indemnity*); and

(C) breach by the Customer of Clause 34 (Publicity *and Confidentiality*),

shall be unlimited.

37.2 **Financial and other limits**

37.2.1 Subject to Clauses 37.1.1 and 37.1.2 (*Unlimited liability*):

(A) Motorola's liability in respect of loss of or damage to Customer Property, LUL Property and Third Party Property or other property or assets of Customer or LUL (including technical infrastructure, assets or equipment but excluding any loss or damage Data or LUL Data) that is caused by Defaults of Motorola occurring shall in no event exceed [redacted] in in each Contract Year;

(B) where any Losses incurred by Customer in a Contract Year or after the end of the Term (as the case may be) are directly attributable to a breach by Motorola of Clause 32 (*Privacy and Data Protection*) (such Losses being **"DP Losses"**), Motorola's limitation of liability with respect to the relevant Contract Year, or as the case may be, after the end of the Term shall be increased by an amount equal to [redacted] of the applicable limit of liability in Clause 37.2.1(C) (the **"DP Losses Excess"**). For the avoidance of doubt:

(1) the DP Losses Excess shall apply with respect to DP Losses only; and

(2) any DP Losses shall be claimed against the DP Losses Excess under this Clause 37.2.1(B), and, once the DP Losses Excess has been exhausted, claimed in respect of the limitation of liability in Clause 37.2.1(A); and

(C) Motorola's aggregate liability in respect of all other Losses incurred by Customer under or in connection with this Contract shall not exceed:

(1) [redacted]

(2) [redacted]

(3) [redacted]

37.2.2 Subject to Clauses 37.1.1 and 37.1.3 (*Unlimited liability*) and without prejudice to the Customer's obligation to pay the Charges as and when they fall due for payment:

(A) the Customer's total aggregate liability in respect of all Losses incurred by Motorola under or in connection with this Contract as a result of early termination of this Contract shall in no event exceed the amounts set out in or calculated in accordance with Clause 37.2.2(B); and

(B) the Customer's aggregate liability:

(1) in respect of all other Losses incurred by Motorola under or in connection with this Contract as a result of Defaults of the Customer shall not exceed:

(a) in relation to Defaults occurring in the first Contract Year, an amount equal to the Estimated Year 1 Charges;

(b) in relation to Defaults occurring after the first Contract Year, a rolling twelve (12) month cap such that the Customer's aggregate liability in respect of that Default shall not exceed an amount equal to the Charges paid and/or due to be paid under this Contract in the twelve (12) month period immediately prior to the occurrence of the Default, less any amount recovered by Motorola in respect of another Default which occurred during that twelve (12) month period; and

(c) in relation to Defaults occurring after the end of the Term, an amount equal to the total Charges paid and/or due to be paid to Motorola in the twelve (12) month period immediately prior to the last day of the Term.

37.2.3 In any rolling twelve (12) month period, the maximum aggregate Service Credit deduction will be equal to [redacted] of Service Charges for the relevant rolling twelve (12) month period (the **"Service Credit Annual Cap"**).

37.2.4 In any rolling twelve (12) month period, the maximum aggregate amount payable to Motorola with respect to Delay Payments (to the extent any have been approved by the Parties pursuant to Clause 6.2 (*Testing and Achievement of Milestones*)) shall be equivalent to [redacted] of the applicable cap outlined in Clause 37.2.2(B)) above.

37.2.5 Motorola's liability in respect of Service Credits in respect of a failure to meet a Service Level shall be the Customer's exclusive financial remedy for Motorola's failure to meet that Service Level (without prejudice to the Customer's rights or remedies in relation to any other breaches by Motorola of its other obligations or duties under this Contract or at Law).

37.2.6 Neither Party is entitled to recover damages or otherwise obtain restitution more than once in respect of the same Loss incurred under this Contract.

37.3 **Consequential Losses**

37.3.1 Subject to Clauses 37.1.1, 37.1.2 and 37.1.3 (*Unlimited liability*) and Clause 37.3.2 (*Consequential Losses*), neither Party shall be liable to the other Party for:

(A) any indirect, special or consequential loss; or

(B) any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

37.3.2 Nothing shall restrict the Customer's ability to recover any Disruption Losses in respect of which the Customer and members of the LUL Group are indemnified by Motorola pursuant to Clause 7.7 (*Disruption Losses*).

37.4 **Parent Company Guarantee**

38. **INSURANCE**

Motorola shall comply with the provisions of Schedule 3.3 (*Insurance*) in relation to obtaining and maintaining Insurance.

SECTION H: REMEDIES AND RELIEF

39. **DUTY TO WARN**

If Motorola has reasonable grounds to believe that any development of which Motorola becomes aware (including a failure on the part of Motorola to carry out its obligations and responsibilities under this Contract) will have, or threatens to have, a material impact on its ability to carry out the Services or perform its obligations under this Contract, or the Customer's ability to receive or use the Services, effectively or in compliance with Laws, Motorola shall as soon as is reasonably practicable notify the Customer and shall ensure that it provides such information to the Customer which Motorola reasonably considers relevant in advance of any discussions with any Third Party in relation to the relevant circumstances or risks. Following such notification, Motorola shall provide the Customer with all such information and assistance as the Customer may reasonably request in relation to the relevant fact, matter or circumstances.

40. **DEPENDENCY WARNING NOTICES**

40.1 In respect of any actual or potential Dependency Failure, Motorola shall:

40.1.1 if the Dependency Failure is reasonably foreseeable provide the Customer with written notice of the circumstances which may lead to such Dependency Failure as soon as is reasonably practicable by sending to the Customer a notice (an "**Dependency Warning Notice**") setting out details of:

(A) the Dependency Failure and its likely effect on Motorola's ability to meet its obligations under this Contract; and

(B) any steps of which it is aware that the Customer and/or LUL (where LUL is not the Customer) can take to eliminate or mitigate the consequences and impact of such Dependency Failure; and

40.1.2 if the Dependency Failure is not reasonably foreseeable, on the occurrence of that Dependency Failure, provide the Customer with written notice of such Dependency Failure as soon as is reasonably practicable and in any event within ten (10) Business Days of Motorola becoming aware of the occurrence of such Dependency Failure, setting out details of:

(A) the Dependency Failure and its effect on Motorola's ability to meet its obligations under this Contract; and

(B) any steps of which it is aware that the Customer or LUL (where LUL is not the Customer) can take to eliminate or mitigate the consequences and impact of such Dependency Failure.

40.2 If Motorola, having complied with the provisions of this Contract, is refused access to a LUL Site, Customer Site or a Third Party Site and thus prevented from addressing a Fault or Failure, Motorola contacting the Customer in accordance with the access procedures shall constitute the prompt notice referred to in Clause 40.1.2 (*Dependency Warning Notices*) in

respect of such refusal of access, and Motorola shall only be required to provide a notice pursuant to Clause 40.1.2 if the access requirement relates to a Project or programme.

40.3 The forms of relief to which Motorola may be entitled as a result of a Dependency Failure are set out in Clause 45 (*Dependency Failures and Relief Events*).

41. CORRECTIVE ACTION NOTICES

41.1 If Motorola fails to comply, or if the Customer (acting reasonably) considers that Motorola has not complied with or is likely not to comply, with its obligations under this Contract, the Customer may issue a written notice to Motorola to take corrective actions to resume compliance ("**Corrective Action Notice**" or "**CAN**") which shall:

41.1.1 state the reason or reasons why the Customer believes that Motorola is not complying, or is not reasonably likely to comply, with its obligations under this Contract; and

41.1.2 stipulate a reasonable period for completing the corrective action (which shall be no less than any remedial period prescribed by the Contract (if any) in respect of such default).

41.2 The Parties acknowledge and agree that:

41.2.1 a Corrective Action Notice shall not constitute a notice served pursuant to Clause 47 (*Termination*), but that a Corrective Action Notice shall not restrict or prevent the Customer from terminating this Contract in accordance with that Clause; and

41.2.2 the issue of a Corrective Action Notice by the Customer shall not restrict or prevent the Customer from:

(A) issuing a subsequent or other Corrective Action Notice, whether by reference to a default or remedial action specified or referred to in any other Corrective Action Notice (or pursuant to which any other Corrective Action Notice was issued or otherwise); and

(B) exercising any other of its rights under this Contract, including any other remedies available to it.

41.3 Following receipt of a Corrective Action Notice (issued by the Customer pursuant to Clause 41.1 and 41.8) Motorola shall respond to the Contract Manager with a plan within no more than ten (10) Business Days (or such other period as may be agreed between the Parties, acting reasonably):

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

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

(a "**Corrective Action Plan**"), such plan to be in a format agreed by the Parties.

41.4 Motorola shall promptly provide to the Customer any further relevant documentation that the Customer reasonably requires to assess Motorola's Corrective Action Plan.

41.5 Motorola shall take into account the Customer's reasonable comments when finalising and carrying out any Corrective Action Plan (but for the avoidance of doubt there shall be no obligation on either Party to agree the content of the Corrective Action Plan with the other Party).

41.6 Motorola shall ensure that the Default in respect of which the Corrective Action Notice was issued has been remedied to the Customer's reasonable satisfaction and by the deadline set out in any associated agreed Corrective Action Plan. Performance of this Clause 41.5 shall be without prejudice to any other rights or claims the Customer may have under this Contract in relation to the circumstances that gave rise to the issue of a Corrective Action Notice.

41.7 The status of all Corrective Action Notices shall be reviewed at the Contract Review Meetings held in accordance with Schedule 6.1 (*Governance*).

41.8 If:

41.8.1 Motorola fails to submit a Corrective Action Plan in accordance with Clause 41.3;

41.8.2 Motorola fails to perform a Corrective Action Plan in a manner which is compliant in all material respects with its terms; or

41.8.3 the relevant Default by Motorola is not resolved within the timescales set out in the Corrective Action Plan.

(each a "**Corrective Action Plan Failure**"), a Notifiable Default shall be deemed to have occurred.

41.9 Without prejudice to Clause 4.3.5 (*Services*), if a Dispute arises as to:

41.9.1 whether a Corrective Action Notice has been properly served by the Customer;

41.9.2 whether Motorola has performed the Corrective Action Plan in accordance with its terms; or

41.9.3 whether the Default has been resolved,

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

42. RECTIFICATION PLAN PROCESS

42.1 If:

42.1.1 a Corrective Action Plan Failure occurs under Clause 41.8 (*Corrective Action Notices*);

42.1.2 Motorola fails to comply with its obligations under Clauses 4.3.1, 4.3.2 or 4.3.5(A) (*Services*);

42.1.3 There is a material Delay in respect of any Project caused by Motorola;

42.1.4 Motorola has incurred Service Credits in excess of [redacted] in three (3) consecutive Periods;

42.1.5 Motorola has, on average, incurred Service Credits in excess of [redacted] across four (4) consecutive Periods;

42.1.6 Motorola has incurred in any consecutive thirteen (13) Periods aggregate Service Credits in excess of [redacted];

42.1.7 Motorola has indemnified the Customer with respect to Disruption Losses in excess of [redacted] in any consecutive six (6) Periods;

42.1.8 more than five (5) Corrective Action Notices are outstanding which have not been resolved in accordance with Clause 42 (*Rectification Plan Process*);

42.1.9 Motorola fails to comply with the Safety Plan;

42.1.10 Motorola fails to maintain Insurance in accordance with the requirements under Schedule 3.3 (*Insurance*);

42.1.11 Motorola fails to comply with Schedule 6.6 (*Exit Management*); or

42.1.12 Motorola commits a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults which are the same or materially similar types of Default (regardless of whether such Defaults are remedied) which taken together constitute a material Default),

(each a "**Notifiable Default**"), Motorola shall, if requested by the Customer and without prejudice to any other rights or remedies of the Customer under this Contract or at Law,

deliver to the Contract Manager, for Approval by the Customer, a plan to remedy such Notifiable Default (a "**Rectification Plan**"). Unless the Notifiable Default also constitutes a Customer Termination Event, the Customer may not terminate this Contract on the grounds of the Notifiable Default without first following the Rectification Plan Process.

42.2 The "**Rectification Plan Process**" shall be as set out in Clauses 42.3 and 42.4.

42.3 **Submission of the draft Rectification Plan**

42.3.1 Motorola shall submit a draft Rectification Plan to the Customer for Approval as soon as possible and in any event within ten (10) Business Days (or such other period as may be agreed between the Parties) after the original notification pursuant to Clause 42.3. Motorola shall submit a draft Rectification Plan for the Customer's Approval even if Motorola disputes that it is responsible for the Notifiable Default albeit such preparation of a draft Rectification Plan shall not amount to an admission of any liability under this Contract by Motorola

42.3.2 Motorola shall use its reasonable endeavours to accelerate preparation of the Rectification Plan (for the Customer's Approval) at the Customer's request if the Customer considers that the consequences of the relevant Notifiable Default are sufficiently detrimental to warrant such acceleration.

42.3.3 The draft Rectification Plan shall set out:

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

(B) the actual or anticipated effect of the Notifiable Default; and

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

42.3.4 Motorola shall promptly provide to the Customer any further relevant documentation that the Customer reasonably requires to assess Motorola's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to the Dispute Resolution Procedure.

42.4 **Approval of the Rectification Plan**

42.4.1 The Customer shall notify Motorola whether it Approves or requires amendments to be made to the draft Rectification Plan as soon as reasonably practicable and in any event within fifteen (15) Business Days. Pending the review of the Rectification Plan, Motorola shall continue to mitigate the effects of the Notifiable Default.

42.4.2 Where the Customer, acting reasonably, considers that the draft Rectification Plan is not sufficient to enable Motorola to resolve the Notifiable Default in a reasonable timescale and in a reasonable manner, for example because the draft Rectification Plan:

(A) is insufficiently detailed to be capable of proper evaluation;

(B) will take too long to complete, having regard to the nature of the Notifiable Default and its effect on the Customer's operation and customers;

(C) will not prevent reoccurrence of the Notifiable Default; or

(D) will rectify the Notifiable Default in a manner which is unacceptable to the Customer, acting reasonably, on the grounds that it imposes material operational or safety critical risk,

the Customer shall require Motorola to amend the draft Rectification Plan by notice to Motorola. With any such notice, the Customer shall specify the amendments it requires and provide reasons for it requiring those amendments. Motorola shall then revise the draft Rectification Plan in order to incorporate all of the amendments requested by the Customer and shall submit a revised Rectification Plan to the Customer as soon as reasonably practicable and in any event within no more than five (5) Business Days (or such other period as may be agreed in writing between the Parties).

42.4.3 Following the Customer's Approval of the Rectification Plan:

(A) Motorola shall immediately commence work on the actions set out in the Rectification Plan; and

(B) Without prejudice to the Customer's rights and remedies under this Contract or at Law, and provided that Motorola has complied in all material respects with the Rectification Plan, the Customer may no longer terminate this Contract solely on the grounds of the relevant Notifiable Default.

42.5 **Rectification Plan Failure**

If:

42.5.1 Motorola fails to submit a draft Rectification Plan in accordance with Clauses 42.3 to 42.4.2;

42.5.2 Motorola fails to perform a Rectification Plan in a manner which is compliant in all material respects with its terms; or

42.5.3 the relevant Notifiable Default is not remedied (including in relation to any remedial steps to prevent such Notifiable Default from reoccurring), resolved or the Parties agree or it is determined in accordance with the Dispute Resolution Procedure is unlikely to be resolved within the later of:

(A) thirty (30) Business Days from the date of the Customer's notice requiring Motorola to prepare a Rectification Plan; and

(B) the date specified in the Rectification Plan by which Motorola must rectify the Notifiable Default,

(each a "**Rectification Plan Failure**"), the Customer shall be entitled to exercise its rights under Clause 43 (*Escalation of Rectification Plan Failure to Senior Management*).

42.6 Without prejudice to Clause 4.3.5 (*Services*), if a Dispute arises as to:

42.6.1 whether a Notifiable Default has occurred; or

42.6.2 whether a Rectification Plan Failure has occurred,

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

43. ESCALATION OF RECTIFICATION PLAN FAILURE TO SENIOR MANAGEMENT

43.1 If a Rectification Plan Failure occurs, such Rectification Plan Failure shall be capable of reference by the Customer to a Vice President (or equivalent) of each of the Customer and Motorola (together the "**Senior Management**") for resolution (such attempt to resolve the Rectification Plan Failure being the "**Senior Management Determination**"). Following such reference Senior Management shall have thirty (30) days to agree a revised Rectification Plan to correct the relevant Rectification Plan Failure.

43.2 Without prejudice to either Party's rights to refer the Dispute to the Dispute Resolution Procedure, if notwithstanding the Customer's efforts to initiate a Senior Management Determination, Motorola does not accept the Customer's request for such a discussion or if

the Senior Management Determination is unable to resolve the relevant Rectification Plan Failure within thirty (30) days of the initial reference by the Customer pursuant to Clause 43.1, the Customer shall be entitled, at its sole option, to either:

43.2.1 terminate this Contract pursuant to Clause 47.2 (*Termination by Customer*); or

43.2.2 exercise its step-in rights in accordance with Clause 44 (*Step-In Rights*).

44. STEP-IN RIGHTS

44.1 The rights set out in this Clause 44 shall only be capable of exercise to the extent that:

44.1.1 the Customer is directed to do so by LUL in accordance with the NTPP Prime Contract;

44.1.2 this Contract has been novated to a Replacement Contractor in accordance with Clause 51 (*Novation of the contract*) and the Replacement Contractor is directed to do so in accordance with its contract with LUL; or

44.1.3 this Contract has been novated to LUL in accordance with Clause 51 (*Novation of the contract*) and LUL elects to do so.

44.2 If any of the following events occur:

44.2.1 the Customer gives notice of termination of this Contract in accordance with any of the provisions of Clause 47.2 (*Termination by Customer*);

44.2.2 a material Default by:

(A) Motorola under this Contract or

(B) the Customer under the NTPP Prime Contract that is primarily attributable to a material Default by Motorola under this Contract

that is capable of remedy and materially preventing or materially delaying the performance of the Services or any material part of the Services;

44.2.3 a Force Majeure Event under this Contract that is materially preventing or materially delaying the performance of the Services or any material part of thereof;

44.2.4 LUL being advised by a Regulatory Body that the exercise by LUL of its step-in rights under the NTPP Prime Contract is necessary;

44.2.5 for reasons of the health, safety, security or integrity of persons, property (including the System), the Underground Network or environment in connection with the

44.2.6 Services, LUL considers (acting reasonably and having consulted with the Customer and Motorola) it necessary;

44.2.7 a need by LUL to take action to discharge a statutory duty that relates to the performance of this Clause 44.1 of the Contract or the NTPP Prime Contract;

44.2.8 a Rectification Plan Failure has occurred and Motorola has failed to remedy such Rectification Plan Failure within thirty (30) days (or such other period as agreed by the Parties) from the date of a referral to Senior Management pursuant to Clause 43.1 (*Escalation of Rectification Plan Failure to Senior Management*) and such Rectification Plan Failure is materially preventing or materially delaying the performance of the Services and/or the services under the NTPP Prime Contract or any material part of the Services;

44.2.9 Motorola has failed to comply in any material respect with the terms of any Exit Plan; or

44.2.10 there is a Change in Law which renders performance of a material part of Motorola's obligations under this Contract illegal,

(each a "**Step-In Trigger Event**"), then the Customer shall have the right (but not the obligation) to serve notice instructing Motorola (a "**Step-In Notice**") that the Customer will

be taking action under this Clause 44 either itself or, if the Customer is not LUL, with the assistance of LUL, an Other Service Provider or Third Party (each such party being a "**Step-in Service Provider**") provided that:

(A) the Customer shall require any Third Parties to comply with a confidentiality undertaking equivalent to Clause 34 (*Publicity and Confidentiality*) as a pre-condition of exercising its rights under this Clause 44; and

(B) if Motorola raises a reasonable objection in writing within five (5) Business Days of service of the Step-In Notice as to the identity of the Step-in Service Provider, then either:

(1) if the Customer is LUL, the Customer shall reconsider (acting reasonably), whether an alternative Third Party appointment can be offered; or

(2) if the Customer is not LUL, the Customer shall make representations to LUL of such objections and use its reasonable endeavours to require LUL not to make such appointment and make an alternative Third Party appointment in respect of which Motorola does not object,

and neither the Customer nor LUL shall be entitled to exercise its rights under this Clause 44 where the proposed Step-in Service Provider is a Direct Competitor. The Step-In Notice shall set out the following:

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

(D) the Step-In Trigger Event that has occurred and evidence demonstrating that the Customer is entitled, pursuant to this Clause 44, to take the Required Action;

(E) the date on which it wishes to commence the Required Action;

(F) the time period which it believes will be necessary for the Required Action subject to a limit of 60 days unless otherwise agreed in writing by Motorola;

(G) whether the Customer will require access to Motorola Property; and

(H) to the extent practicable, the impact that the Customer anticipates the Required Action will have on Motorola's obligations to provide the Services during the period that the Required Action is being taken.

44.3 From the date specified in a Step-In Notice, and subject to compliance with the conditions set out in 44.2 above the Customer:

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

44.3.2 shall keep records of the Required Action taken and provide information about the Required Action to Motorola;

44.3.3 co-operate wherever reasonable with Motorola in order to enable Motorola to continue to provide the Services in relation to which the Customer is not assuming control; and

44.3.4 act reasonably in its interfaces with Sub-contractors during the Required Action and in mitigating the cost that Motorola will incur as a result of the exercise of the Customer's rights under this Clause 44.

44.4 For so long as and to the extent that the Required Action is continuing, the Customer will pay the full amount of the Sub-contract payment in respect of that period of operation in accordance with the other provisions of this Contract less, where the Customer's exercise

of its right to step-in under this Clause 44 is consequent upon failure to perform or breach of any of its obligations, by Motorola, any reasonable costs properly incurred by the Customer or such Third Party operator in facilitating such operation.

44.5 Solely for the purposes of an exercise of the Customer's rights under this Clause 44, Motorola hereby grants to LUL, the Customer and any Third Party operator the right to use any Documentation and assets used in the provision of the relevant Services and any of Motorola's plant, spares and facilities (whether belonging to Motorola or used by Motorola in connection with this Contract and provided always that this Clause 44.5 shall not oblige Motorola to disclose any Commercially Sensitive Information to any such Third Party operator) and, to the extent legally permissible, to use, test, operate and do all such things as may reasonably be required by the Customer to exercise its rights pursuant to and in accordance with Clause 44, and Motorola will (without prejudice to Clause 44) provide all reasonable co-operation and assistance as are required by the Customer to enable the Customer to exercise its rights under this Clause 44.

44.6 If the Required Action has resulted in:

44.6.1 the degradation of any Services not subject to the Required Action;

44.6.2 Motorola incurring Service Credits in relation to Services not subject to the Required Action; or

44.6.3 the failure of Motorola to comply with any of its obligations under the Contract,

in a manner which would not have been the case had the Customer not taken the Required Action, then this shall amount to a Relief Event and the Parties shall comply with Clause 45 (*Dependency Failures and Relief Events*) in respect of such Relief Event.

44.7 Before ceasing to exercise its step-in rights under this Clause 44 the Customer shall deliver a written notice to Motorola (a "**Step-Out Notice**"), specifying:

44.7.1 the Required Action it has actually taken; and

44.7.2 if earlier than the time limit specified in Clause 44.2, the date on which the Customer plans to end the Required Action (the "**Step-Out Date**") subject to the Customer being satisfied with Motorola's ability to resume the provision of the Services and Motorola's plan developed in accordance with Clause 44.8.

44.8 Motorola shall, following receipt of a Step-Out Notice and not less than twenty (20) Business Days prior to the Step-Out Date, develop for the Customer's Approval a draft plan (a "**Step-Out Plan**") relating to the resumption by Motorola of the Services, including any action Motorola proposes to take to ensure that the affected Services satisfy the requirements of this Contract and, following the Customer's Approval (which shall not be unreasonably withheld or delayed), Motorola shall implement the Step-Out Plan.

44.9 Motorola shall bear its own costs in connection with any step-in by the Customer under this Clause 44, provided that the Customer shall indemnify Motorola and hold fully harmless with respect to all Losses incurred by Motorola to the extent they are suffered or incurred as a direct result of any step-in action taken by the Customer under:

44.9.1 Clause 44.1.1 to the extent LUL gives the Customer a notice of termination under the provisions of the NTPP Prime Contract that provide for the Customer's termination or partial termination of the NTPP Prime Contract for convenience;

44.9.2 Clause 44.2.1 to the extent that the Customer submits a Termination Notice under Clause 47.2.3 (*Partial Termination*);

44.9.3 Clause 44.2.3; or

44.9.4 Clause 44.2.4, 44.2.5, 44.2.6 or 44.2.9 (insofar as the primary cause of the Customer or LUL (where LUL is not the Customer) taking the step-in action is identified as not being the result of Motorola’s Default.

45. DEPENDENCY FAILURES AND RELIEF EVENTS

45.1 If:

45.1.1 a Default of Motorola occurs and a relevant Dependency was not fulfilled prior to such Default, then if, and only to the extent that:

(A) the Default results from a Dependency not being fulfilled (a "**Dependency Failure**"); and

(B) Motorola has complied with its obligations under Clause 40.1 (*Dependency Warning Notices*) in all material respects; or

(C) an event occurs which is specified in this Contract as being a Relief Event,

a "**Relief Event**" shall occur.

45.2 If a Relief Event occurs:

45.2.1 the Default shall not be treated as being a breach of this Contract;

45.2.2 The Customer shall not be entitled to exercise any rights that may arise as a result of that Default including, but not limited to, its right:

(A) to terminate this Contract pursuant to Clause 47.2 (*Termination by Customer*); or

(B) to take action pursuant to Clause 41 (*Corrective Action Notices*), Clause 42 (*Rectification Plan Process*), Clause 43 (*Escalation of Rectification Plan Failure to Senior Management*);

45.2.3 the Customer shall not be entitled to exercise any rights pursuant to Clause 44 (*Step-In Rights*);

45.2.4 if the Default constitutes the failure to Achieve a Milestone by its Milestone Date:

45.2.5 the Milestone Date shall be postponed by a period equal to the period of Delay that was caused by the relevant Dependency Failure (which shall include any relevant notice periods);

45.2.6 Motorola shall be entitled to propose reasonable amendments to the relevant Milestone Date (and where applicable, the Upgrade Programme Plan); and

45.2.7 if the Parties agree it is appropriate, the Upgrade Programme Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from a Dependency Failure; and

45.2.8 if the Default constitutes a failure which is measured by a Service Level, then to the extent that the failure was caused by a Dependency Failure, such failure shall not be taken into account when determining the relevant Service Credits for the relevant Period(s), as described in [Paragraph 4] of Schedule 2.2 (*Performance Regime*).

45.3 Motorola shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Dependency Failure, including any Losses that Motorola may incur and the duration and consequences of any Delay or anticipated Delay. The Customer shall provide all cooperation and information reasonably requested by Motorola to support such mitigation.

45.4 If following the provision by Motorola to the Customer of a Dependency Warning Notice pursuant to Clause 40 (*Dependency Warning Notices*) Motorola and the Customer agree in writing that Motorola shall undertake workaround or similar activities with the aim of avoiding a Dependency Failure from occurring ("**Dependency Workaround**") and:

45.4.1 Motorola performs the agreed Dependency Workaround; and

45.4.2 as a result of Motorola performing the agreed Dependency Workaround, a Dependency Failure does not occur,

then subject to Clauses 45.5, 45.6, 45.6.3 (*Dependency Failures and Relief Events*) and 45.8.1 (*Incremental Costs*), Motorola may recover from the Customer Incremental Costs incurred by it in performing the Dependency Workaround.

45.5 Motorola may claim compensation in respect of a Relief Event or costs incurred in performing an agreed Dependency Workaround if, and only to the extent that:

45.5.1 the Relief Event or Dependency Workaround (as applicable) has caused Motorola to incur Incremental Costs in its delivery of the Services;

45.5.2 Motorola has provided the Customer with written notice of such Incremental Costs as soon as reasonably practicable and in accordance with the following process:

(A) concurrently with the Dependency Warning Notice or, where Clause 45.1.1(C) applies, within a reasonable period following the occurrence of the relevant Relief Event, Motorola shall provide the Customer with:

(B) such details of the Incremental Costs as are reasonably available to Motorola as at such date;

(1) to the extent that Motorola is not reasonably able to assess the full extent of the Incremental Costs at such date:

(a) a non-binding estimate of when it will be able to assess the full extent of the amount of Incremental Costs; and

(b) a non-binding estimate of such Incremental Costs (if reasonably practicable);

(2) Motorola shall provide regular written updates to the Customer in relation to such Incremental Costs on the same basis as Clauses 45.5.2(B) and 45.5.2(B)(1) and no less frequently than every two (2) weeks (and at any other time reasonably requested by the Customer, provided that Motorola shall not be obliged to deliver such updates more frequently than on a weekly basis); and

(3) final details of such Incremental Costs on or before the date which is fifteen (15) Business Days after the cessation of the relevant Dependency Failure or completion of the relevant Dependency Workaround or, where Clause 45.1.1(C) applies, the cessation of the relevant Relief Event (as applicable);

45.5.3 Motorola has taken all reasonable steps to mitigate such Incremental Costs and has consulted with the Customer in relation to such steps; and

45.5.4 the Customer has approved in writing the actual Incremental Costs (such approval not to be unreasonably withheld or delayed) or such costs have been determined in accordance with the Dispute Resolution Procedure to be the actual Incremental Costs

(such approved, actual Incremental Costs being the "**Relief Event Costs**" associated with that Relief Event or the "**Dependency Workaround Costs**" associated with that Dependency Workaround).

45.6 If a Relief Event has occurred or Motorola has performed a Dependency Workaround and Motorola is claiming compensation in relation thereto pursuant to Clause 45.5:

45.6.1 Motorola shall provide the Customer with all information reasonably requested by the Customer in relation to any claim for Relief Event Costs or Dependency Workaround Costs (including any supporting financial data, management information and evidence of relevant resource utilisation); and

45.6.2 the Customer shall pay the Relief Event Costs or Dependency Workaround Costs:

(A) monthly, in arrears following an Invoice for the same submitted by Motorola in accordance with Schedule 4.1 (*Charges and Invoicing*); and

(B) to the extent such costs relate to incremental man days' effort by Motorola Personnel, at the rate set out in the Rate Card for such personnel.

45.6.3 The Customer shall not be liable for any claim by Motorola for Relief Event Costs unless and until the aggregate amount of Relief Event Costs exceeds [redacted] in which case the Customer shall be obliged to pay the full amount of such Relief Event Costs;

45.6.4 Without prejudice to Clause 4.3.5 (*Services*), if a Dispute arises as to:

(A) whether a Default of Motorola would not have occurred but for a Dependency Failure; and/or

(B) the nature and/or extent of the relief and/or compensation claimed by Motorola,

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

45.7 Any Variation that is required to the Services or to the Charges following a Relief Event shall be considered and implemented in accordance with the Variation Procedure and Motorola shall not be entitled to receive additional relief and/or compensation under this Clause 45 in respect of such Variation (save to the extent that the Parties agree new Dependencies in the associated Variation Approval).

45.8 **Incremental Costs**

45.8.1 Motorola's "**Incremental Costs**" in relation to a Relief Event or Dependency Workaround are Motorola's direct costs which:

(A) are caused by the Relief Event or incurred in performing the Dependency Workaround;

(B) Motorola has provided reasonable evidence to the Customer that such Incremental Costs have been incurred by Motorola;

(C) exclude:

(1) any costs or expenses which have already been taken into account, or which reasonably ought to have been taken into account, in the calculation of the Charges;

(2) any costs which can reasonably be avoided by Motorola using its then-current resources covered by the existing Charges;

(3) any costs or expenses which are not reasonably and properly incurred by Motorola;

(4) any costs related to Motorola's margin on any Third Party costs (for the avoidance of doubt, Motorola shall only be entitled to charge such Third Party costs to the Customer on a pass-through basis (i.e. without the addition of Motorola's margin on such Third Party costs (without prejudice to Motorola's ability to charge for its demonstrable activities in managing and supporting such Third Party's work));

(5) any additional costs or expenses to the extent that they are incurred due to Motorola's failure to comply with its obligations under this Contract, including its obligations under Clause 4 (*Services*), provided that Motorola may recover additional amounts incurred by it to avoid or mitigate a Relief Event, as provided in Clause 45.8.1(D);

(6) any contingent costs or expenses (i.e. costs or expenses that may or may not be incurred by Motorola depending on a future

event), until such cost or expense ceases to be contingent (i.e. is actually incurred);

(7) any loss of use, loss of contract, loss of goodwill and/or any indirect or consequential loss; and

(8) any loss of profit or loss of revenue (save that the Customer acknowledges that fees or charges paid by Motorola to a Sub-contractor pursuant to an existing contract between such parties may include the relevant Sub-contractor's normal margin in accordance with such contract); and

(D) may include amounts incurred by Motorola as a result of Motorola providing additional Technical Service Catalogue Items, or Motorola Personnel performing incremental man days' work, to avoid or mitigate the consequences of a Relief Event, or in the performance of a Dependency Workaround, provided that:

(1) unless otherwise agreed between the parties, Motorola shall charge for any such incremental man days' work by Motorola Personnel in accordance with the Rate Card; and

(2) unless otherwise agreed between the parties, Motorola shall charge for any such additional Technical Service Catalogue Items in accordance with the Charges for such Technical Service Catalogue Items specified in the Technical Service Catalogue,

provided that the total Incremental Costs for a Relief Event shall be reduced by any amounts described in Clause 45.8.2.

45.8.2 The total Incremental Costs for a Relief Event shall be reduced by:

(A) any savings made by Motorola as a result of the Relief Event;

(B) any compensation received by Motorola from any other person pursuant to the occurrence of the Relief Event; and

(C) any insurance proceeds received by Motorola attributable to the occurrence of the Relief Event.

Without prejudice to the other terms of this Contract Motorola shall be solely responsible for ensuring that it provides the Services as required by this Contract.

SECTION I: TERMINATION AND EXIT MANAGEMENT

46. FORCE MAJEURE

46.1 Subject to the remaining provisions of this Clause 46 (and, in relation to Motorola, subject to its compliance with its obligations under the BCDR Plan), a Party may claim relief under this Clause 46 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by Motorola in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to Motorola.

46.2 If Motorola is the Affected Party, it shall not be entitled to claim relief under this Clause 46 to the extent that the consequences of the relevant Force Majeure Event:

46.2.1 are capable of being mitigated by any of the Services including through compliance with the BCDR Plan, but Motorola has failed to do so; and/or

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

46.3 Subject to Clause 46.4, as soon as practicable after the Affected Party issues notice of a Force Majeure Event, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken to enable continued provision of the Services affected by the Force Majeure Event and appropriate terms to mitigate the effect of the Force Majeure Event and facilitate the continued performance of this Contract.

46.4 A Party whose performance of its obligations under this Contract is hindered, delayed or prevented by a Force Majeure Event:

46.4.1 shall forthwith notify the other Party of the details of the Force Majeure Event (including its nature, extent and likely duration), its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect;

46.4.2 shall use all reasonable endeavours in accordance with Good Industry Practice to minimise the effect of the Force Majeure Event on its performance of its obligations under this Contract including:

(A) compliance with the BCDR Plan (in the case of Motorola);

(B) the making of any alternative arrangements for resuming the performance of its obligations which may be practicable without incurring material additional expense; and

(C) discussing with the Customer other options for resuming the performance of its obligations, which may involve incurring material additional expense; and

46.4.3 shall forthwith after the cessation of the Force Majeure Event, notify the other Party thereof and resume full performance of its obligations under this Contract.

46.5 If, as a result of a Force Majeure Event:

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

(A) the other Party shall not be entitled to exercise any rights to terminate this Contract as a result of such failure other than pursuant to Clause 47.2 (*Termination by Customer*) or Clause 47.1 (*Termination by Motorola*); and

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

46.5.2 Motorola fails to perform its obligations in accordance with this Contract:

(A) Motorola shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event;

(B) the Customer shall not be entitled during the continuance of the Force Majeure Event to exercise its rights under Clause 44 (*Step-In Rights*) as a result of such failure; and

(C) the Customer shall not be entitled to receive Service Credits or to withhold any of the Service Charges pursuant to [Paragraph 3.2] of Schedule 4.1 (*Charges and Invoicing*) to the extent that a Failure has been caused by the Force Majeure Event.

46.6 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.

46.7 Relief from liability for the Affected Party under this Clause 46 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its

obligations under this Contract and shall not be dependent on the serving of notice under Clause 46.6.

46.8 A Force Majeure Event shall not arise, and neither Party shall be excused from its payment obligations under this Contract, by virtue of lack of funds (for whatever reasons).

47. TERMINATION

47.1 Termination by Motorola

47.1.1 No Termination During the Pre-NTPP Term

Motorola may not terminate this Contract during the Pre-NTPP Term.

47.1.2 Motorola Termination Event During the NTPP Motorola Term

(A) Motorola may issue a Termination Notice to the Customer to terminate this Contract during the NTPP Motorola Term if:

(1) a Force Majeure Event endures for a continuous period of more than ninety (90) days, save that to the extent that a Force Majeure Event affects only certain Services rather than all Services as a whole, Motorola's right under this Clause 47.1.2(A)(1) shall be limited to a right to effect a Partial Termination in respect of any one or more of the affected Services by serving a Termination Notice;

(2) an Insolvency Event affecting the Customer occurs;

(3) if the Customer fails to pay (including if a prolonged Force Majeure Event prevents the Customer from paying) an undisputed sum due to Motorola under this Contract which in aggregate exceeds the total amount of the undisputed Charges paid or payable in respect of the preceding three (3) Periods prior to such Termination Notice and such amount remains outstanding thirty (30) days following the Customer's receipt of a Notice of non-payment from Motorola of undisputed sums due under this Contract and following the Customer 's receipt of such Termination Notice this Contract shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Business Days from the date of the issue of the Termination Notice); or

(4) the Customer commits one or more material Default(s) which is:

(a) capable of being remedied and the Customer has failed to remedy the Default within thirty (30) days and has failed to make measurable steps to remedy the Default within fifteen (15) days; or

(b) irremediable,

(each of Clauses 47.1.2(A)(1) to 47.1.2(A)(4) (inclusive) being a "**Motorola Termination Event**").

(B) If the Customer notifies Motorola of a Disputed Amount in relation to any valid Invoice, then Motorola shall:

(1) be entitled to proceed with its claim for the Disputed Amount by following the Dispute Resolution Procedure in relation to the Disputed Amount; and

(2) not be entitled to terminate this Contract for non-payment of the Disputed Amount.

(C) Save as expressly provided in Clauses 47.1.2(A) and 47.1.2(D), Motorola

may not terminate this Contract during the NTPP Motorola Term.

(D) If:

(1) a Motorola Termination Event occurs; and

(2) the Contract has been novated to the NTPP Prime pursuant to 3.3 (*Notice to Proceed with provision of the Services*),

then:

(3) Motorola shall send a written notice to the Customer summarising the circumstances giving rise to the Motorola Termination Event;

(4) subject to Clause 47.1.2(D)(5)[, Motorola shall not terminate the Contract during the thirty (30) day period following such notice; and

(5) if the Motorola Termination Event has arisen due to the circumstances described in Clause 47.1.2(A)(2) then unless the Customer has responded in writing to such notice within five (5) Business Days and in such response:

(a) requested that Motorola does not exercise Motorola's associated right to terminate the Contract during the thirty (30) day period after such notice; and

(b) confirmed that the Customer shall indemnify Motorola for all unpaid charges and other financial loss directly incurred by Motorola during such thirty (30) day period as a result of the NTPP Prime being subject to an Insolvency Event,

then, Motorola may terminate this Contract after the expiry of such five (5) Business Day period (otherwise Clause 47.1.2(A)(2) applies).

47.2 Termination by Customer

47.2.1 Customer Termination Event During the Pre-NTPP Term

Without prejudice to any other rights or remedies it may have pursuant to this Contract, the Customer may serve a written notice on Motorola to terminate this Contract at any time during the Pre-NTPP Term upon the occurrence of any of the following events or circumstances:

(A) Motorola commits one or more material Default(s) which is:

(1) capable of being remedied and Motorola has failed to remedy the Default in accordance with the Rectification Plan Process and any subsequent Senior Management Determination; or

(2) irremediable;

(B) Hitachi is entitled to terminate the Connect Sub-contract pursuant to clause 49.2.1 of that contract;

(C) LUL succeeds in enforcing an 'LUL Claim' under the Connect Sub-contract;

(D) a Force Majeure Event endures for a continuous period of more than ninety (90) days save that to the extent that a Force Majeure Event affects only certain Pre-NTPP Activities rather than all Pre-NTPP Activities as a whole, the Customer's right under this Clause 47.2.1(D) shall be limited to a right to effect a Partial Termination in respect of any one or more of the affected Pre-NTPP Activities by serving a Termination Notice in accordance with this Clause 47;

(E) an Insolvency Event affecting Motorola occurs;

(F) there is a Change in Law which renders performance of a material part of either Party's obligations under this Contract illegal;

(G) immediately or within such period of time as the Customer considers reasonably necessary if the Customer becomes aware that there had been a Change of Control, provided that the Customer will not be entitled to terminate this Contract under this Clause 47.2.1(G) where the Change of Control has been approved by the Customer in advance in writing (such approval shall not be unreasonably withheld or delayed) and, for this purpose, Motorola will notify the Customer in writing immediately on becoming aware that any such Change of Control may take place; and/or

(H) the Parent Company Guarantee or any term thereof ceasing to be legal, valid, binding, enforceable or effective for any reason (without the Parent Company Guarantee having been replaced with a comparable guarantee to the satisfaction of the Customer with the Guarantor or with another guarantor which is acceptable to the Customer and which in each case is legal, valid, binding, enforceable and effective).

47.2.2 **Customer Termination Event During the NTPP Motorola Term**

Without prejudice to any other rights or remedies it may have pursuant to this Contract, the Customer may serve a written notice on Motorola to terminate this Contract at any time during the NTPP Motorola Term upon the occurrence of any of the following events or circumstances:

(A) a Disaster has occurred which is impacting the Services and has continued to impact or in LUL's or the Customer's reasonable opinion is likely to continue impacting, the Services for a period of more than twelve (12) hours and Motorola has not implemented the BCDR Plan (if required under this Contract) or has failed to implement such plan (in whole or in part) such that the standard of Services provided is not in all material respects equivalent to (or better than) the standards to which the Services were provided immediately prior to such failure occurring);

(B) Motorola commits one or more material Default(s) which is:

(1) capable of being remedied and Motorola has failed to remedy the Default in accordance with the Rectification Plan Process and any subsequent Senior Management Determination; or

(2) irremediable;

(C) where entitled to pursuant to and in accordance with Clause 13.4 (*Financial Distress*);

(D) where entitled to pursuant to and in accordance with Clause 53 (*Prevention of Fraud and Bribery*);

(E) the Service Credit Annual Cap is reached;

(F) Motorola has incurred in any consecutive twelve (12) Month period aggregate Service Credits which are greater than the Service Credit Annual Cap;

(G) a Force Majeure Event endures for a continuous period of more than ninety (90) days (save that to the extent that a Force Majeure Event affects only certain Services rather than all Services as a whole, the Customer's right under this Clause 47.2.2(G) shall be limited to a right to effect a Partial Termination in respect of any one or more of the affected Services by serving a Termination Notice in accordance with this Clause 47;

(H) an Insolvency Event affecting Motorola occurs;

(I) there is a Change in Law which renders performance of a material part of either Party's obligations under this Contract illegal;

(J) where entitled to pursuant to and in accordance with Clause 43.2 (*Escalation of Rectification Plan Failure to Senior Management*);

(K) the representations and warranties given by Motorola in Clauses 2.2.3 and 2.2.8 (*General Representations and warranties*) are materially untrue or misleading;

(L) in respect of any material security requirements set out in Schedule 2.5 (*Security Management*);

(M) immediately or within such period of time as the Customer considers reasonably necessary if the Customer becomes aware that there had been a Change of Control, provided that the Customer will not be entitled to terminate this Contract under this Clause 47.2.2(M) where the Change of Control has been approved by the Customer in advance in writing (such approval shall not be unreasonably withheld or delayed) and, for this purpose, Motorola will notify the Customer in writing immediately on becoming aware that any such Change of Control may take place; and/or

(N) the Parent Company Guarantee or any term thereof ceasing to be legal, valid, binding, enforceable or effective for any reason (without the Parent Company Guarantee having been replaced with a comparable guarantee to the satisfaction of the Customer with the Guarantor or with another guarantor which is acceptable to the Customer and LUL (if LUL is not the Customer) and which in each case is legal, valid, binding, enforceable and effective);

(O) the Customer is not satisfied on the issue of any conflict of interest in accordance with Clause 22.8 (*Conflict of Interest*);

(P) if the circumstances under section 72(3) of the Procurement Act 2023 apply; and

(Q) the Customer becomes entitled to terminate the Contract under Clause 47.4 (*Supplier Exclusion Ground*).

47.2.3 **Partial Termination**

If a Motorola Termination Event occurs, the Customer may effect a Partial Termination in respect of any of the Services by issuing a Termination Notice requiring such Partial Termination which shall take effect on the date specified in the Termination Notice. Without prejudice to the Customer's other rights and remedies under this Contract or at Law, if the Customer issues a Termination Notice requiring a Partial Termination, the effect of such termination on the remaining Services shall be determined in accordance with the Variation Procedure as a Customer Required Variation.

47.3 **Termination Procedure**

47.3.1 Subject to Clause 47.1.2(A)(3) (*Motorola Termination Event During the NTPP Motorola Term*), termination by either Party pursuant to Clauses 47.1.2 (*Motorola Termination Event During the NTPP Motorola Term*) or 47.2 (*Termination by Customer*) shall be in accordance with the following procedure.

47.3.2 The Termination Notice given pursuant to Clause 47.1.2 (*Motorola Termination Event During the NTPP Motorola Term*) or 47.2 (*Termination by Customer*) shall specify the grounds for termination.

47.3.3 If either Party issues a Termination Notice in accordance with this Clause 47 (*Termination*) then this Contract shall terminate on the date specified in the Termination Notice.

47.3.4 Motorola acknowledges and agrees that a dispute as to whether an event has occurred enabling the Customer to issue a Termination Notice under Clause 47.2 (*Termination by Customer*) or 47.2.3 (*Partial Termination*) shall not affect the effectiveness of the Termination Notice for the purposes of the operation of this Clause 47 (*Termination*) and Motorola shall only be entitled to refer for determination in accordance with the Dispute Resolution Procedure the question of whether the Customer was entitled to terminate this Contract in accordance with Clause 47.2 (*Termination by Customer*) or 47.2.3 (*Partial Termination*). If a determination is made that the Customer was not entitled to terminate this Contract in accordance with this Clause 47 (*Termination*), the Parties agree that the Customer shall pay to Motorola the sums payable under Clause 49.1 (*Payments by the Customer*).

47.4 **Supplier Exclusion Ground**

The Customer may, where it considers that a Supplier Exclusion Ground applies, terminate the Contract in accordance with the provisions of this Clause 47.4, as follows:

47.4.1 the Customer shall serve notice on Motorola of its intention to terminate which shall:

(A) specify which Supplier Exclusion Ground the Customer considers applies and the reasons for the Customer deciding to terminate on this basis;

(B) invite Motorola to make representations to the Customer about the existence of the Supplier Exclusion Ground and the Customer's decision to terminate;

(C) specify the period within which Motorola must make such representations; and

(D) if applicable, specify a reasonable period (determined at the sole discretion of the Customer) within which Motorola is required to have (or procured that its Sub-contractor or subcontractor of any tier has) ceased subcontracting to the Excluded Supplier or Excludable Supplier, and, if the Customer considers necessary, appoint an alternative supplier who is approved by the Customer; and

47.4.2 on expiry of the period referred to in Clause 47.4.1(C) (and, where applicable, Clause 47.4.1(D)) then, if after considering Motorola's representations, the Customer is satisfied that the termination ground applies, it shall be entitled to terminate the Contract immediately upon written notice or after such period as the Customer specifies in such notice (in its absolute discretion).

48. **CONSEQUENCES OF EXPIRY OR TERMINATION**

48.1 **Exit Management**

48.1.1 In the event of a Customer Termination Event on any novation of this Contract to NTPP Prime or a Replacement Contractor in accordance with Clause 51 (*Novation of the contract*) below or on the occurrence of a Motorola Termination Event, the Parties shall comply with their respective obligations in Schedule 6.6 (*Exit Management*) and any current Exit Plan.

48.1.2 In the event of a Customer Termination Event under this Contract, the Parties shall comply with the relevant requirements of Schedule 6.6 (*Exit Management*) and any current Exit Plan.

49. **Future procurements**

Upon the Customer's request, Motorola shall co-operate with and provide reasonable information and assistance to the Customer, LUL (where LUL is not the Customer) and any relevant Other Service Provider in respect of the re-tendering of some or all of the Services including by providing the assistance set out in Schedule 6.6 (*Exit Management*).

49.1 **Payments by the Customer**

49.1.1 In relation to the termination (or, in the case of termination by the Customer, Partial Termination) of this Contract:

(A) by the Customer pursuant to Clause 47.2.3 (*Partial Termination*); or

(B) by Motorola pursuant to Clause 47.1 (*Termination by Motorola*),

the Customer shall pay Motorola (in addition to any unpaid Charges for Services received up until the Termination Date) Breakage and Cancellation Costs in relation to the terminated Services.

49.1.2 In relation to the termination or Partial Termination of this Contract by the Customer for any reason other than pursuant to:

(A) Clause 47.2.3 (*Partial Termination*); or

(B) Clause 47.1 (*Termination by Motorola*),

or if the Term expires, the only payments that the Customer shall be required to make as a result of such termination (whether by way of compensation or otherwise) are payments in respect of unpaid Charges for Services received up until the Termination Date.

49.1.3 In relation to the termination or Partial Termination by the Customer for a continuing Force Majeure Event pursuant to Clause 47.2.2(G) (*Termination by Customer*), the costs of termination incurred by the Parties shall lie where they fall and, for the avoidance of doubt, the Customer will not be required to pay for any breakage or cancellation costs incurred by Motorola.

49.2 **Completion of Works**

49.2.1 Following a notice to terminate this Contract (or on expiry of the Initial NTPP Motorola Term, LUL having not elected to extend the Contract in accordance with Clause 3.5.1) but prior to expiry of this Contract, the Customer may, at its sole discretion, require Motorola to complete any Variation (or any part thereof), and may require Motorola to cease work in relation to any Variation (or part thereof) under the terms and conditions of this Contract.

49.2.2 Subject to the Customer paying Motorola in accordance with the relevant agreed rates, the Customer may require Motorola to continue the provision of any work related to any Variation for a period of time which shall be no greater than six (6) months following the expiry of the relevant termination notice. Motorola shall comply with such requirements and any other reasonable instructions of the Customer promptly and in accordance with the terms of this Contract.

50. **MANAGING AGENT**

50.1.1 The Customer may by written Notice to Motorola (a "**Managing Agent Notice**") appoint a managing agent (a "**Managing Agent**") to manage some or all of the Customer's rights under this Contract. Subject to Clause 50.1.2, with effect from the date specified by the Customer in a Managing Agent Notice Motorola shall (at no additional cost to the Customer):

(A) for the purposes of this Contract and, subject always to the limits set out in any document provided by the Customer from time to time setting out limits or restrictions on the authority of the Managing Agent, treat enquiries, requests and instructions of the Managing Agent which relate to the Services or this Contract as enquiries, requests and instructions of the Customer, and comply with its obligations under this Contract in relation thereto; and

(B) co-operate with the Managing Agent, including:

(1) attendance governance meetings chaired by the Managing Agent in lieu of attending similar meetings with the Customer;

(2) providing copies of any reports to which the Customer is entitled pursuant to this Contract to the Managing Agent;

(3) permitting the Managing Agent to oversee financial management matters (subject always to Clause 34 (*Publicity and Confidentiality*); and

(4) maintaining records of enquiries, requests and instructions from or to the Managing Agent.

50.1.2 The Customer may by written Notice to Motorola withdraw the appointment of a Managing Agent appointed pursuant to Clause 50.1.1 and, with effect from the date specified in such Notice, Motorola's obligations under Clause 50.1.1 in respect of the relevant Third Party shall cease and Motorola shall not treat enquiries, requests and instructions from that relevant Third Party as enquiries, requests and instructions from the Customer.

50.1.3 Motorola may at all times rely on the enquiries, requests and instruction and authority of the Managing Agent as enquiries, requests and instruction of the Customer and shall incur no liability for its actions or inactions caused by such following such enquiries, requests and instruction or other exercise of authority by the Managing Agent, unless Motorola has been expressly informed otherwise by Notice from the Customer.

50.1.4 Where the Managing Agent is a Direct Competitor of Motorola:

(A) Motorola shall not be obliged to share Commercially Sensitive Information with the Managing Agent;

(B) Motorola shall not be required to disclose any information to the Managing Agent except to the extent it is expressly required under the terms of this Contract or directly required for the discharge of Motorola’s obligations under this Contract; and

(C) if Motorola, in its sole discretion and acting reasonably, considers that releasing Motorola information or data in response to enquiries, requests and instructions from the Managing Agent, or as otherwise requested by the Managing Agent, may adversely compromise Motorola’s commercial position in the market place, Motorola may notify the Customer directly of such request and shall provide any information or data directly to the Customer.

50.1.5 LUL shall be entitled to request, and Motorola shall promptly provide, reasons to support any refusal or withholding under Clause 50.1.4 and shall, if LUL requests, reconsider such refusal or attempt to find a suitable workaround to enable confirmed interactions with the Managing Agent.

51. NOVATION OF THE CONTRACT

51.1 Novation of the Contract

51.1.1 If:

(A) LUL wishes to novate the Contract to the NTPP Prime pursuant to Clause 3.3 (*Notice to Proceed with provision of the Services*);

(B) the Customer has issued a termination notice with respect to the NTPP contract; or

(C) circumstances arise under this Contract which provide for the novation of this Contract,

the Customer shall be entitled to require a novation of this Contract to the Replacement Contractor and:

(D) the Customer shall notify Motorola of the required novation; and

(E) subject to Clause 51.1.3, the Customer, Motorola and the Replacement Contractor shall enter into the Deed of Novation within five (5) Business Days of such notification, or at such later date as LUL requires (with the "**Novation Effective Date**" in the Deed of Novation being the date specified by the Customer).

51.1.2 Except where:

(A) LUL wishes to novate the Contract to the NTPP Prime pursuant to Clause 3.3 (*Notice to Proceed with provision of the Services*); or

(B) the Parties have agreed otherwise,

if the Customer fails to provide Motorola with at least twenty (20) Business Days' notice of the novation required under Clause 51.1.3, then:

(C) this shall amount to a Relief Event during the period from the date of the notice issued in accordance with Clause 51.1.1 and the date which is twenty (20) Business Days after Motorola's receipt of that notice (but not after such period);

(D) the Parties shall comply with Clause 45 (*Dependency Failures and Relief Events*) in respect of such Relief Event; and

(E) Motorola shall be entitled to charge the Customer for any activities which are in addition to the ordinary scope of the Services required as a direct result of such novation relating to the transition of Motorola's operational interface or other transitional costs.

51.1.3 If:

(A) the Customer has notified Motorola that the Customer requires novation of the Contract to a Replacement Contractor in accordance with Clause 51.1.1;

(B) the Customer or the Replacement Contractor has executed the associated Deed of Novation; and

(C) Motorola has not executed the associated Deed of Novation within the five (5) Business Days after such notice from the Customer,

then the Customer shall not be liable to perform its obligations under this Contract which arise after the date which is five (5) Business Days after such notification from the Customer including in relation to the payment of Charges in respect of Services provided by Motorola after that date (but without prejudice to any obligations or liabilities of the Customer accrued prior to such date). If Motorola subsequently executes such Deed of Novation then, from the Novation Effective Date, the obligations under this Contract which are assumed by the Replacement Contractor pursuant to the Deed of Novation shall be deemed to include an obligation to pay Charges accrued and properly payable by the Customer in respect of the period between the date falling five (5) Business Days after the date of the Customer's notice referred to in Clause 51.1.3 and the earlier of (i) thirty (30) days after the date of such notice and (ii) the Novation Effective Date.

51.1.4 If the NTPP Prime is a Direct Competitor of Motorola, then Motorola shall be entitled to refuse a novation required by LUL in accordance with Clause 51.1.1. If Motorola refuses a novation, then LUL shall be entitled to appoint the NTPP Prime as a Managing Agent to manage the Contract in accordance with the provisions of Clause 50 (*Managing Agent*).

51.2 **NTPP Prime Contract Payments**

51.2.1 If this Contract is novated to the NTPP Prime in accordance with this Clause 51.2.1, then LUL shall ensure that the NTPP Prime Contract includes the ability for LUL to make payments to Motorola for and on behalf of the NTPP Prime in a situation where:

(A) the NTPP Prime (in its capacity as the Customer) has failed to pay an undisputed Invoice validly issued by Motorola and has issued a notice to the Customer (and if LUL is not the Customer, LUL) in accordance with Clause 13.2 (*Failure by the Customer to pay*);

(B) Motorola can demonstrate to LUL that it has taken all reasonable steps to notify the NTPP Prime of the non-payment and to obtain payment from the NTPP Prime; and

(C) Motorola has provided any further information reasonably requested by LUL to enable LUL to verify Motorola's claim and to understand the surrounding context.

51.2.2 LUL shall not be obliged to make a payment to Motorola for and on behalf of the NTPP Prime if LUL considers that it would be unlawful or contrary to the public interest to do so.

51.2.3 The Parties acknowledge and agree that:

(A) there may be additional administrative and procedural activities require in order for LUL to make a payment pursuant to Clause 51.2.1; and

(B) LUL, in making a payment for and on behalf of the NTPP Prime, shall not be liable for any interest pursuant to Clause 13.3.3 if the payment pursuant to Clause 51.2.1 is delayed.

SECTION J: MISCELLANEOUS AND GOVERNING LAW

52. **ASSIGNMENT**

52.1 Motorola shall not give, sell, assign, novate or otherwise dispose of this Contract or any or all or any part of any of its rights or obligations under this Contract without the prior written consent of the Customer except that such consent shall not be required to the assignment by way of security of Motorola's rights under this Contract.

52.2 Without prejudice to the provisions of Clause 8 (*Variation and Change*) and subject to Clause 52.3, the Customer shall not be entitled to give, sell, assign, novate or otherwise dispose of some or all, or any part of any, of its rights or obligations under this Contract without the prior written consent of Motorola.

52.3 The Customer may assign (whether absolutely or by way of security and whether in whole or in part), novate, sub- contract, delegate, transfer, mortgage, charge or otherwise dispose in any manner whatsoever of its rights and obligations under this Contract as it may see fit to:

52.3.1 a member of the Customer Group;

52.3.2 where LUL is the Customer, a successor body to the Customer;

52.3.3 where LUL is the Customer, another public body which is given the same, similar, some or all of the Customer's statutory obligations; or

52.3.4 a Third Party approved in advance by the Motorola, (such approval not to be unreasonably withheld or delayed).

52.4 Following any novation of this Contract from the Customer to the NTPP Prime, within ten (10) Business Days of a written request from the Customer, Motorola shall, at the NTPP Prime's own expense, execute such agreement as the NTPP Prime may reasonably require to give effect to any such transfer of all or part of its rights and/or obligations under this Contract to one (1) or more persons nominated by the NTPP Prime.

52.5 Clause 51 (*Novation of the contract*) shall apply to any assignment, novation or transfer under Clause 52.3 as if the assignee, novatee or transferee (as applicable) were a the NTPP Prime or a Replacement Contractor.

53. PREVENTION OF FRAUD AND BRIBERY

53.1 With respect to any of the matters which are the subject of this Contract or in connection with this Contract and any matters resulting from it, Motorola undertakes that it and its group undertakings and any person acting on its or their behalf, including directors, officers, employees and agents (together, "**Representatives**"), either in private business dealings or in dealings with the public or government sector, directly or indirectly:

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

53.1.2 will not give, make, offer or receive (nor agree to give, make, offer or receive), any payment, gift or other advantage which: (i) would violate any 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, (a "**Corrupt Act**").

53.2 With respect to any of the matters which are the subject of this Contract or in connection with this Contract and any matters resulting from it, Motorola undertakes that it and its Representatives will not:

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

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

53.3 Motorola represents that, save as disclosed to the Customer, neither it nor any of its Representatives: has been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any Corrupt Act by any law enforcement, regulatory or other governmental agency or any customer or Motorola; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any Corrupt Act, or been debarred from bidding for any contract or business; or are Public Officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of the Customer (or LUL, where applicable). Motorola agrees that if, at any time, it becomes aware that any of the representations set out at in this Clause 53.3 is no longer correct, it will notify the Customer of this immediately in writing.

53.4 The Customer and LUL (where LUL is not the Customer) or their respective nominees shall be entitled to have access to, inspect and audit all Invoices and accompanying documents issued by, and the financial books and records of, Motorola solely in order to verify compliance with Clauses 53.1 to 53.7. Motorola undertakes that it will co-operate fully and promptly with any such audit or inspection conducted by or on behalf of the Customer (or LUL, where applicable) pursuant to this Clause 53.4.

53.5 Motorola undertakes that it and its Representatives will report to the Customer, where permitted by Law, any suspected violations of Corruption Law in connection with any matters to which this Contract relates (which for the avoidance of doubt includes acts or omissions which may affect directly or indirectly the Customer (and/or LUL, where applicable) or any member of the Customer Group or [LUL Group]). Motorola consents to the Customer making any disclosures of this information as may reasonably be required, provided that, to the extent it is legally permitted to do so, where the Customer intends to so disclose gives Motorola reasonable notice of this disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Clause 53 it takes into account the reasonable request of Motorola in relation to the content of such disclosure.

53.6 Motorola undertakes to fully and effectively indemnify, keep indemnified and hold harmless each member of the Customer Group from and against all Losses (including all Losses, suffered or incurred in investigating, settling or disputing any action (actual or potential) and/or seeking advice as to any such action (actual or potential)) which any of them may suffer or incur or which may be brought against any of them in any jurisdiction arising, directly or indirectly, out of, in respect of, or in connection with any alleged or actual violations of any Corruption Law by a member of Motorola Group or any Sub-contractor.

53.7 Without prejudice to any other express remedies referred to elsewhere in this Contract or any remedies available at Law or in equity, in the event of a breach by Motorola of any of the undertakings contained in Clauses 53.1 to 53.7, the Customer may terminate this Contract:

53.7.1 if Motorola refuses to take any actions reasonably requested by the Customer to reduce the risk of any further breach of Clauses 53.1 to 53.7 to remedy or address the consequences of the breach that has occurred;

53.7.2 if such breach involves a Corrupt Act by Motorola or its Representatives; or

53.7.3 if the Customer reasonably concludes that it should terminate this Contract to ensure that it is in compliance with Corruption Law.

54. SET ASIDE ORDER AND PUBLIC PROCUREMENT TERMINATION EVENT

Set-Aside Order

54.1 If a court makes a Set Aside Order, the Customer shall promptly notify Motorola. The Parties agree that the provisions of Clause 48 (*Consequences of expiry or termination*) and Clauses 54.1, 54.2, 54.4 to 54.6 (inclusive) and 54.14 shall apply as from the time when the Set Aside Order is made.

54.2 The Set Aside Order shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Set Aside Order in respect of the period prior to the Set Aside Order, save as otherwise expressly provided to the contrary in Clauses 54.1 to 54.6 inclusive.

54.3 During any court proceedings seeking a Set Aside Order, the Customer (and if LUL is not the Customer, LUL) may require Motorola to prepare a Cessation Plan in accordance with this Clause 54.3 by issuing a notice in writing. As from the date of receipt by Motorola of such notification from the Customer (and if LUL is not the Customer, LUL), the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Customer (and if LUL is not the Customer, LUL) shall reasonably determine an appropriate Cessation Plan with the object of achieving:

54.3.1 an orderly and efficient cessation of the Services or (at the Customer (and if LUL is not the Customer, LUL)'s request) a transition of the Services to the Customer (and if LUL is not the Customer, LUL) or such other entity as the Customer (and if LUL is not the Customer, LUL) may specify; and

54.3.2 minimal disruption or inconvenience to the Customer (and if LUL is not the Customer, LUL) or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 54.2 to 54.6 (inclusive) and which the Parties agree would have effect in the event that a Set Aside Order is made.

54.4 Where there is any conflict or discrepancy between the provisions of Clause 29 and Clauses 54.2 to 54.6 (inclusive) and 54.14 or the Cessation Plan, the provisions of these Clauses 54.2 to 54.6 (inclusive) and 54.14 and the Cessation Plan shall prevail.

54.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Customer (and if LUL is not the Customer, LUL)) in the event that a Set Aside Order is made.

54.6 The Customer (and if LUL is not the Customer, LUL) shall pay Motorola's reasonable costs in assisting the Customer (and if LUL is not the Customer, LUL) in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Customer (and if LUL is not the Customer, LUL). Provided that the Customer (and if LUL is not the Customer, LUL) shall not be liable to Motorola for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Set Aside Order.

54.7 The Parties agree that, if, as a consequence of the Set Aside Order, it is not possible for the Parties to prepare and carry out the Cessation Plan in accordance with this Clause 54 (because, for example, the Set Aside Order requires the termination of this Contract before the Parties can do so), they shall enter into a separate contract which shall be collateral to this Contract for the sole purpose of achieving the objects set out in Clause 54.3 and on the same terms as envisaged by this Clause 54.

Public Procurement Termination Event

54.8 Without prejudice to the Customer's (and if LUL is not the Customer, LUL) rights of termination implied into the Contract by section 78(1) of the Procurement Act 2023 but subject to Clause 54.9, in the event that the Customer (and if LUL is not the Customer, LUL) exercises its right to terminate pursuant to this Clause 54.8 (a "**Public Procurement Termination Event**"), the Customer (and if LUL is not the Customer, LUL) shall promptly notify Motorola and the Parties agree that:

54.8.1 the provisions of Clause 48 (*Consequences of expiry or termination*) and these Clauses 54.8 to 54.14 (inclusive) shall apply as from the date of receipt by Motorola of the notification of the Public Procurement Termination Event; and

54.8.2 if there is any conflict or discrepancy between the provisions of Clause 48 (*Consequences of expiry or termination*) and these Clauses 54.8 to 54.14 (inclusive) or the Cessation Plan, the provisions of these Clauses 54.8 to 54.14 (inclusive) and the Cessation Plan shall prevail.

54.9 In the event of a Public Procurement Termination Event, the Customer (and if LUL is not the Customer, LUL) shall serve a notice on Motorola of its intention to terminate which shall:

54.9.1 provide the Customer (and if LUL is not the Customer, LUL)'s reasons for considering that Public Procurement Termination Grounds have occurred and the reasons for the Customer (and if LUL is not the Customer, LUL) deciding to terminate on this basis; and

54.9.2 invite Motorola to make representations to the Customer (and if LUL is not the Customer, LUL) about the occurrence of the Public Procurement Termination Grounds and the Customer (and if LUL is not the Customer, LUL)'s decision to terminate; and

54.9.3 specify the period within which Motorola must make such representations,

and on expiry of the period referred to in Clause 54.9.3, if after considering Motorola's representations, the Customer (and if LUL is not the Customer, LUL) is satisfied that the Public Procurement Termination Grounds apply the Customer (and if LUL is not the Customer, LUL) may terminate the Contract in accordance with Clause 54.8.

54.10 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 54.8 to 54.13 (inclusive).

54.11 As from the date of receipt by Motorola of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Customer (and if LUL is not the Customer,

LUL) shall reasonably determine an appropriate Cessation Plan with the object of achieving:

54.11.1 an orderly and efficient cessation or (at the Customer (and if LUL is not the Customer, LUL)'s election) a transition to the Customer (and if LUL is not the Customer, LUL) or such other entity as the Customer (and if LUL is not the Customer, LUL) may specify of: (i) the Services; or (at the Customer (and if LUL is not the Customer, LUL's) election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and

54.11.2 minimal disruption or inconvenience to the Customer (and if LUL is not the Customer, LUL) or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 54.8 to 54.13 (inclusive)and to take account of the circumstances of the Public Procurement Termination Grounds.

54.12 Upon agreement, or determination by the Customer (and if LUL is not the Customer, LUL), of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

54.13 The Customer (and if LUL is not the Customer, LUL) shall pay Motorola's reasonable costs in assisting the Customer (and if LUL is not the Customer, LUL) in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Customer (and if LUL is not the Customer, LUL), provided that the Customer (and if LUL is not the Customer, LUL) shall not be liable to Motorola for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

54.14 For the avoidance of doubt, the provisions of this Clause 54 (and applicable definitions) shall survive any termination of the Contract following a Set Aside Order or termination on Public Procurement Termination Grounds.

55. COMPLIANCE WITH POLICIES AND LAWS

55.1 Without prejudice to Clauses 9 (*Safety*), 10 (*Environment*) 8.3 (*Change in Law*), each Party shall perform this Contract and the Property Documentation in accordance with all Laws and legislation from time to time in force.

55.2 Without prejudice to the generality of Clause 55.1, Motorola shall obtain and maintain in full force and effect (to the extent not required to be obtained and/or maintained by the Customer or LUL pursuant to this Contract) and pay all fees (to the extent not payable by the Customer pursuant to this Contract) required to be paid in relation to all Required Consents.

55.3 Without prejudice to the generality of Clause 55.1, Motorola shall give all notices and pay all fees including licence fees and other charges required to be given or paid by any enactment or any regulation or bye-law of any relevant authority or by any regulatory obligation in relation to the provision of the Services as required for the proper performance of Motorola's duties and obligations under this Contract.

55.4 Motorola, at no additional cost to the Customer:

55.4.1 undertakes to procure that all Motorola's Personnel comply with all of the Customer's policies and standards that are relevant to the performance of the Services (as updated from time to time), including:

(A) where LUL is the Customer, LUL's workplace harassment policy and LUL's code of conduct (which is available on LUL's website, www.tfl.gov.uk); and

(B) the provisions set out in Schedule 2.10] (*Safety, Quality and Environmental Requirements*) and those relating to safety, security, business ethics, drugs and alcohol, guidance on sexual harassment and

any other on site regulations specified by the Customer for personnel working at Customer premises or accessing the Customer's computer systems.

The Customer shall provide Motorola with copies of such policies and standards on request;

55.4.2 shall provide the Services in compliance with and shall ensure that Motorola's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), by-laws, treaties and other regulatory requirements relevant to either or both of Motorola's or the Customer's business, from time to time in force which are or may become applicable to the Services. Motorola shall promptly notify the Customer if Motorola is required to make any change to the Services for the purposes of complying with its obligations under this Clause 55.4.2;

55.4.3 without limiting the generality of Clause 55.4.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

55.4.4 acknowledges that the Customer is under a duty:

(A) under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it; and

(B) under section 40A of the Equality Act 2010 to take reasonable steps to prevent sexual harassment of its employees in the course of their employment,

and in providing the Services, Motorola shall assist and cooperate with Customer where possible in satisfying these duties;

55.4.5 shall provide the Services in such a manner as to:

(A) where possible, promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

(B) eliminate unlawful discrimination and sexual harassment; and

(C) where possible, promote good relations between persons of different racial groups, religious beliefs and sexual orientation;

55.4.6 without prejudice to any other provision of this Clause 55.4 or the Schedules, where LUL is the Customer, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of LUL's Traffic Manager as may be made available to Motorola from time to time. For the purposes of this Clause 55.4.6, "**Traffic Manager**" means LUL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

55.4.7 shall promptly notify Motorola's Personnel and the Customer of any health and safety hazards that exist or may arise in connection with the performance of the Services;

55.4.8 without limiting the generality of Clause 55.4.2, shall comply with the Bribery Act 2010, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it; and

55.4.9 where applicable to Motorola and without limiting the generality of Clause 55.4.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 55.4 shall be borne by Motorola.

56. GOVERNING LAW

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

56.2 Without prejudice to Clause 20 (*Dispute Resolution*), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether

56.3 contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

57. NOTICES AND INVOICES

57.1 Any notice or warning affecting this Contract and any Invoices (together, "**Notices**") shall unless otherwise specifically provided in this Contract be in writing and signed by or on behalf of the Party giving it and may be served by hand delivery during normal office hours at, or sending it by fax, prepaid recorded delivery or registered post, to the address and for the attention of the relevant Party as set out in Clause 57.2. Proof of posting or despatch of any Notice shall be deemed to be proof of receipt:

57.1.1 in the case of fax, the Business Day after the despatch;

57.1.2 in the case of recorded delivery or registered post, forty-eight (48) hours from the date of posting.

57.2 Notices referred to in Clause 57.1 affecting this Contract shall:

57.2.1 in the case of the Customer be addressed to: the person appointed as Contract Manager, 5 Endeavour Square, Stratford, London, E20 1JN; and

57.2.2 in the case of Motorola be addressed to: [redacted], Motorola Solutions UK Ltd, Nova South, 160 Victoria Street, London, SW1E 5LB, United Kingdom,

or such person or address as the relevant Party may from time to time notify in writing to the other on no less than 5 Business Days' notice.

57.3 This Clause 57 shall not apply to communications which the provisions of Schedule 6.1 (*Governance*) require or permit to be made in a different manner.

57.4 Revocation of Notices shall be effected in the same manner as for the Notices themselves.

58. SURVIVAL

The provisions of Clauses 1 (*Definitions and Interpretation*), 10 (*Environment*), 13 (*Payment*), 14 (*General Taxation*), 15 (*Set-off*), 21 (*TUPE and Employees*), 19 (*Records, Audit, Inspection and Notification*), 25 (*Intellectual Property Rights*), 32 (*Privacy and Data Protection*), 34 (*Publicity and Confidentiality*), 35 (*Freedom of Information and Transparency)*, 37 (*Liability)*, 47 (Termination), 48 (*Consequences of expiry or termination)*, 37.4 (*Parent Company Guarantee*), 2 (*General Representations and warranties*), 23 (*Non-solicitation*), 20 (*Dispute Resolution*), 56 (*Governing Law*), 57 (*Notices and Invoices*), 58 (*Survival*), 62 (*Third Party Rights*), 63 (*Severability*), 66 (*Further Assurance and Co-operation*) and Schedules 1 (*Definitions*), 3.1 (*Dependencies*), Schedule 4.1 (*Charges and Invoicing*), 6.2 (*Dispute Resolution Procedure*) and 6.3 (*Document Management*) shall survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive termination or expiry of this Contract shall survive termination or expiry as aforesaid.

59. **WAIVER, RIGHTS CUMULATIVE**

59.1 The failure of either Party at any time to enforce any provision of the Contract shall in no way affect its right to require complete performance by the other Party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision, or be a waiver of the provision itself.

59.2 Save as expressed to the contrary in this Contract, each Party's rights and remedies under this Contract are cumulative.

60. **LANGUAGE**

English shall be the language of this Contract and all documentation or information required or produced in the course or in connection with Motorola's performance of this Contract shall be in English.

61. **ENTIRE AGREEMENT**

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

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

61.3 Nothing in this Clause 61 shall exclude any liability in respect of misrepresentations made fraudulently.

62. **THIRD PARTY RIGHTS**

62.1 **Direct LUL Enforcement Rights**

Following the novation of this Contract to the NTPP Prime or a Replacement Contractor pursuant to Clause 51 (*Novation of the contract*), then:

62.1.1 to the extent that an obligation of Motorola pursuant to this Agreement confers or is capable of conferring a right or benefit on LUL ("**LUL Rights**") then, subject always to Clause 62.1.3, Motorola agrees that LUL may enforce such LUL Rights pursuant to this Contract;

62.1.2 without prejudice to Clause 62.1.1 but subject always to Clause 62.1.3, Motorola agrees that LUL may enforce LUL Rights in place of the Customer as if it were the Customer; and

62.1.3 in respect of any claim, action or proceedings by LUL to enforce LUL Rights pursuant to this Contract in accordance with Clauses 62.1.1 to 62.1.2 ("**LUL Claim**"):

(A) before taking any steps to enforce any LUL Claim against Motorola, LUL (where LUL is not the Customer) shall by written notice to the Customer, copied to Motorola, require the Customer to comply with the equivalent provisions of the [NTPP Prime Contract];

(B) Motorola may rely on any limitation of liability or other term of this Agreement and, without prejudice to the generality of the foregoing, Motorola's aggregate liability in relation to all LUL Claims and any other claims made under this Agreement by the Customer (and/or LUL, where applicable) and/or any of their respective permitted successors or assignees shall be subject to the provisions of Clause 37 (*Liability*);

(C) Motorola may raise equivalent rights of defence under this Agreement in respect of the LUL Claim as it would have had if LUL had been party to this Agreement in place of the Customer;

(D) the liability of Motorola to LUL in respect of any LUL Claim shall be reduced by the amount (if any) actually recovered by the Customer from Motorola for a breach of this Agreement which is referable to the LUL Claim; and

(E) the Customer shall not enforce equivalent rights under this Agreement against Motorola in addition to any LUL Rights enforced directly by LUL.

62.2 Subject to Clause 62.1, a person who is not a Party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

62.3 No Third Party beneficiary may enforce, or take any step to enforce, any term of this Contract without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.

62.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 62 (*Third Party Rights*) may be altered or extinguished, by the Parties without the consent of any Third Party beneficiary.

63. SEVERABILITY

Without prejudice to Clauses 47 (*Termination*), 48 (*Consequences of expiry or termination*) and 8.3 (*Change in Law*), should any provision of this Contract be held to be invalid or unenforceable, then such provision shall, so far as invalid or unenforceable, be given no effect and shall be deemed not to be included in this Contract but without invalidating any of the remaining provisions of this Contract. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable provision the effect of which is the closest possible to the intended effect of the invalid or unenforceable provision.

64. INDEXATION

64.1 Any amounts or sums in this Contract which are expressed to be "*subject to Indexation*" shall be adjusted in accordance with the provisions of Schedule 4.1 (*Charges and Invoicing*) to reflect the effects of inflation.

64.2 Withdrawal of index

If any index or any of the publications or the information derived from any such publication and referred to in this Contract ceases to be published, then such alternative index or publication or information which the Parties agree produces as nearly as possible the same result or gives the same information shall be substituted therefor, and if the reference date used in the compilation of any such index or information shall change the figure taken to be shown in such index or information shall be the figure which would have been shown in the index or information if the original reference date had been retained.

64.3 Change in the basis of index

If there has been a material change in the basis of information from which the index is compiled which produces a significant change to the indexation provisions contained in this Contract or it becomes impossible, by reason of any change after the date hereof in the method used to compile any such index or information or for any other reason whatever, to calculate the amounts by which the sums to be indexed hereunder should be adjusted by reference to any such index or information or any alternatives thereto, the Parties shall agree such alternative method of adjusting the last available reference charge payable under this Contract as a basis for the making of subsequent payments under this Contract as most closely reflects the intent of the index or information in question.

64.4 Reference to Dispute Resolution

If any dispute or difference shall arise between the Parties as to the construction or effect of this Clause 64 or as to the calculation of the sums payable in the circumstances referred to in Clause 64.3, (and a dispute shall be deemed to have arisen if the Parties have not

reached agreement within forty-two (42) days of the occurrence of the event referred to in Clause 64.1 or 64.3) the same shall be determined in accordance with the Dispute Resolution Procedure.

64.5 **Effect of determination under Dispute Resolution Procedure**

If so determined pursuant to the Dispute Resolution Procedure, the index or information in respect of which the dispute or difference has arisen between the Parties may be amended, or replaced by a substitute index or information, or replaced by other provisions providing for the adjustment of sums or payments under this Contract, as may be provided in such determination, and any necessary payments and repayments shall be made between the Parties together with interest at the Applicable Rate in order to give effect to such determination with effect from the date on which it is determined that the circumstances or events giving rise to dispute or difference between the Parties occurred.

65. COSTS

Unless expressed to the contrary in this Contract, each Party shall bear its own costs and expenses in connection with the preparation, negotiation and registration of, and performance of its obligations under, this Contract and all matters related to or connected with it.

66. FURTHER ASSURANCE AND CO-OPERATION

66.1 Each Party shall with all due diligence on or after the Contract Date execute all such deeds and documents and perform all such acts and things and provide such assistance and information as each Party may reasonably require to carry out the terms of this Contract and to assure to each Party the rights and benefits hereby agreed to be granted.

66.2 Motorola shall at all times co-operate with the Customer (and/or LUL, where applicable) and either of their respective other contractors from time to time, the police, the other emergency services and Authorised Third Parties for purposes relating to the safety or security of the Underground Network or persons using it or working on any part of it.

66.3 Motorola shall not obstruct, interrupt or hinder or permit any obstruction, interruption or hindrance by Connected Persons or any of their respective servants or agents to:

66.3.1 any Customer Property (or LUL Property, where applicable);

66.3.2 the Underground Network or any part of it;

66.3.3 other Customer contractors (or LUL contractors, where applicable);

66.3.4 the property, business or undertaking of any Third Party including Railtrack, DLR and any train operating company,

other than to the reasonable extent that such obstruction, interruption or hindrance directly results from Motorola's proper performance of its obligations or exercise of its rights hereunder (Motorola having used its reasonable endeavours to minimise such effect).

67. COUNTERPARTS

67.1 This Contract may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when executed and delivered shall be an original but all the counterparts together constitute one instrument.

This Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of **MOTOROLA SOLUTIONS UK LIMITED**

Signature: [redacted]

Name (block capitals): [redacted]

Position: [redacted]

Date: 23 December 2025

SIGNED for and on behalf of **LONDON UNDERGROUND LIMITED** by Charles Ritchie under a power of attorney dated 15 October 2025

Signature: [redacted]

Name (block capitals): [redacted]

Position: [redacted]

Date: 23 December 2025

SCHEDULE 1

DEFINITIONS

In this Contract:

Defined Term	Meaning
Access Booking Arrangements	means the procedures set out in the Rule Book (and all annexures thereto), the procedures set out in the Contract QUENSH Conditions (in each case as amended from time to time) and such other rules, conditions and procedures relating to access arrangements as generally apply from time to time to contractors working on Customer Property;
Achieve	means: (a) in relation to a Test, to successfully pass a Test in accordance with the applicable Test Plan; and (b) in relation to a Milestone, the Customer issuing a Milestone Achievement Certificate in respect of that Milestone, in accordance with Schedule 2.8 (*Acceptance and Approvals*), (and **"Achieved"** and **"Achievement"** shall be construed accordingly);
Adjudication	means the procedure for resolving a dispute set out in Paragraph 4 of Schedule 6.2 (*Dispute Resolution*);
Advance Replacement	means, in respect of a faulty System Asset (including the System Assets in Appendix 2 *(X Core Equipment List*) of Schedule 2.9 (*Service Management*), Motorola's exchange of the malfunctioning components and equipment with advanced replacement units or Field Replacement Units identified in: (a) Appendix 2 (X Core Equipment List) of Schedule 2.9 (Service Management); or (b) the column entitled "Advance Exchange" in Appendix 4 (Spares Price List) of Schedule 2.9 (*Service Management*), as applicable;
Affected Party	means, in relation to a Force Majeure Event, the Party seeking to claim relief in respect of that Force Majeure Event;
Airwave	means Airwave Solutions Limited (Company number: 3985643) whose registered office is at Nova South, 160 Victoria Street, London SW1E 5LB;

Defined Term	Meaning
Airwave Variation	means the variation to the "Agreement for the Provision of Services in Respect of the 'Connect' Network" dated 2 August 2019 between London Underground Limited and Thales Transport and Security Limited (company registration number 03132438) whose registered office is at 350 Longwater Avenue, Green Park, Reading RG2 6GF for the provision of ALU;
ALU	means Airwave in the London Underground;
ALU Equipment	means the equipment, when encrypted, specifically required for the ALU Services including, base radios and TETRA site controllers;
ALU Services	means the services provided to Airwave as specified in the Airwave Variation;
ALU Support Services	means the support services to be performed by Motorola in respect of the ALU;
Applicable Rate	means an annual rate of interest expressed as a percentage, calculated on a daily basis such that after monthly compounding it is equal to the sum of four per cent (4%);
Approval	means except as otherwise set out in this Contract, in relation to a Document or any other matter which requires Approval pursuant to this Contract, the written approval of LUL following submission of such Document or any other matter by Motorola to LUL for Approval in accordance with the Submission Procedure set out in Appendix 2 (*Submissions Procedure*) of Schedule 2.8 (*Acceptance and Approvals*), and "**Approved**" shall be construed accordingly;
Asset Management Meeting	means the Governance Forum described in Table 5 of Appendix 1 (*Governance Forums*) to Schedule 6.1 (*Governance*) responsible for oversight of asset management;
Asset Register	means the information set out in Paragraph 3 (*Asset Register*) of Schedule 2.4 (*Asset Management*);
Associated Companies	means, in relation to a body corporate, any other entity which is a subsidiary or parententity of that body corporate or is a subsidiary of the same parent entity of that body corporate;
Associated Person	has the meaning given to it in section 26 of the Procurement Act 2023;
Assurance	means in relation to a Document which requires Assurance pursuant to this Contract, the process referred to in Part C (*Assurances*) of Schedule 2.8

Defined Term	Meaning
	(*Acceptance and Approvals*) by which the Customer reviews a Document to gain the levels of confidence that Motorola is complying with its relevant obligations under this Contract which the Customer reasonably requires, including in relation to the delivery of the Services (and "**Assure**" and "**Assured**" shall be construed accordingly);
Audit Agent	means: (a) the Customer's internal and external auditors; (b) the Customer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointedrepresentatives of the National Audit Office (if relevant); (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Customer to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
Audit Plan	means the audit plan prepared in accordance with Clause 19.1 (*Records, Audit, Inspection and Notification*);
Authorised Service Providers	has the meaning given to it in Clause 16.1 (*Third Party cooperation*);
Authorised Third Parties	means: (a) His Majesty's Railway Inspectorate; (b) His Majesty's Inspectorate of Pollution; (c) the London Fire and Emergency Planning Authority; (d) British Transport Police; (e) HSE; and (f) the Environment Agency, and any other body or person who is lawfully certified to inspect any part of the System in the performance of their functions;
BACS	has the meaning given to it in Clause 13.3.2 (*Other Payments*)
BCDR Plan	means the business continuity and disaster recovery plan which Motorola is required to support the Customer with pursuant to Schedule 2.11 (*Business Continuity and Disaster Recovery*);
Bidder	has the meaning given in Paragraph 7.2.3 (*NTPP*

Defined Term	Meaning
	Procurement) of Schedule 12 (*NTPP Transition*);
Bounded Mechanism	means any commercial mechanisms which the Parties may agree to apply to Variations;
Breakage and Cancellation Costs	means in relation to a termination of this Contract (or a Partial Termination), the reasonable costs, expenses and liabilities which Motorola can demonstrate to the Customer's reasonable satisfaction are incurred or suffered by Motorola as a direct result of such termination or Partial Termination of this Contract which relate to: (i) the termination of Software licences, hardware leases; or (ii) the termination of a relevant Sub-contract or part thereof which Motorola entered into specifically in order to deliver the Services to the Customer. These costs shall not include Lost Profit, personnel redeployment costs and/or any costs that have not been agreed by the Customer;
Business Day	means day excluding Saturdays, Sundays or public or bank holidays in England;
Cabling	means the fibre, radiating, co-axial and copper cabling located in the Underground Network and used to transmit signals for the Telecommunication Services;
Capped Price	means, in respect of a Pre-Priced Variation, the pre-determined, fixed cost for that Pre-Priced Variation;
Capped Price Basis	has the meaning given to it in Paragraph 9.10.4 of Schedule 5.1 (*Variation Procedure*);
CDM Regulations	has the meaning given in Paragraph 2 (*Construction (Design Management) Regulations 2015)* of Schedule 2.10 (*SQE Requirements*);
CEDR	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
Cessation Plan	means a plan agreed between the Parties or determined by the Customer (and if LUL is not the Customer, LUL) pursuant to Clauses 54.1 to 54.5 (inclusive) to give effect to a Set Aside Order or Clauses 54.6 to 54.14 (inclusive) to give effect to a

Defined Term	Meaning
	Public Procurement Termination Event;
Change in Law	means, as the context requires: (a) a General Change in Law; or (b) a Specific Change in Law, which impacts on the performance of the Services which comes into force after the Contract Date;
Change of Control	means, in relation to Motorola or the Guarantor: its Ultimate Parent ceases to Control it; or an entity other than the Ultimate Parent becomes its ultimate parent company;
Charges	means charges for the provision of the Services, determined in accordance with Schedule 4.1 (*Charges and Invoicing*);
CIS Rules	has the meaning given to it in Clause 14.3.1 (*Construction Industry Scheme ("CIS")*)
Claim	means any claim, action, proceeding or investigation of any nature;
Claimant	has the meaning given to it in Clause 10.9.1 (*Conduct of Environmental Claims*)
Commercially Sensitive Information	means the information listed in Schedule 8.2 (*Commercially Sensitive Information*) comprising the information of a commercially sensitive nature relating to Motorola, its IPR or its business;
Competent Authority	means any legal person (including the Crown, any government department or government agency) having regulatory authority under Environmental Laws and/or any court or tribunal which has jurisdiction to determine any matter arising under Environmental Laws and/or relating to the Environment;
Conditional Milestone Achievement Certificate	means the certificate to be issued by the Customer in relation to a Milestone if Motorola has satisfied some but not all of the Milestone Criteria associated with that Milestone (and sets out the specific reasons for Motorola's failure to obtain a Milestone Achievement Certificate) and the Customer wishes to permit Motorola to invoice part or all of the associated Milestone Payment;
Conducting Media	means sewers, drains, gutters, rainwater pipes, water courses, telecommunications, water, gas, electric, mains and other pipes, wires, cables, ducts and other conducting media of any nature;
Confidential Information	means:

Defined Term	Meaning
	(a) information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Contract that relates to: (i) the Disclosing Party's Associated Companies or the Disclosing Party's sub-contractors (excluding, in the case of the Customer, Motorola and its Sub-contractors); or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party's Associated Companies or the Disclosing Party's sub-contractors; (b) other information provided by the Disclosing Party pursuant to or in anticipation of this Contract 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 Contract; (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 Contract and all matters arising therefrom; and (d) information derived from any of the above, but not including any information which: (e) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (f) 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; (g) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or (h) was independently developed without access to the Confidential Information;

Defined Term	Meaning
Connect Contract	means the agreement between Ground Transportation Systems UK Limited and LUL for the provision of works and services in respect of the 'Connect' network;
Connect Sub-contract	means the agreement between Hitachi Rail GTS UK Ltd and Motorola Solutions UK Limited for the provision of works and services in respect of the 'Connect' network;
Connected Person	means any of Motorola's employees, directors, freelance contractors, agents, sub-contractors, servants and representatives from time to time (or any of their employees);
Connected Person (Customer)	means, where LUL is not the Customer, any of Customer)' employees, directors, freelance contractors, agents, sub-contractors, servants and representatives from time to time (or any of their employees and any Third Party operator) other than Motorola, any Connected Person (Motorola), LUL, and any Connected Person (LUL);
Connected Person (LUL)	means any of LUL's employees, directors, freelance contractors, agents, sub-contractors, servants and representatives from time to time (or any of their employees and any Third Party operator) other than Customer, any Connected Person (Customer) Motorola and any Connected Person (Motorola);
Control	means, in relation to an entity, to have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to: (a) cast, or control the casting of, more than fifty per cent (50%) of the maximum number of votes that might be cast at a general meeting (or equivalent) of that entity's shareholders (or equivalent); or (b) appoint or remove all, or the majority, of that entity's directors or other equivalent officers; or (c) hold beneficially more than fifty per cent (50%) of its issued share capital or equivalent (excluding any part of that issued share capital or equivalent that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or (d) give directions with respect to its operating and financial policies with which its directors or other equivalent officers are obliged to comply;
Consultation Period	has the meaning given in Paragraph 2.9.2

Defined Term	Meaning
	(*Conditional Milestone Achievement Certificate*) of Schedule 2.8 (*Acceptance and Approvals*);
Consumables	means any independent item that is manufactured such that it cannot be disassembled or repaired, as set out in Appendix 1 (*Consumables*) of Schedule 2.9 (*Service Management*);
Contract	means this contract comprising the Recitals, Clauses and Schedules;
Contract Date	means the date on which this Contract is signed by both Parties;
Contract Information	means (a) the content of this Contract, including any changes to this Contract agreed from time to time, except for: (i) any information which is exempt from disclosure in accordance with the provisions of the FOI Legislation, which shall be determined by LUL; and (ii) Commercially Sensitive Information; and (b) any information LUL is required under the Procurement Act or the Procurement Regulations (including under any guidance published pursuant to or in respect of either instrument) to publish or otherwise make available to one or more Third Parties;
Contract Manager	means the person appointed to the post of Contract Manager pursuant to Schedule 6.1 (*Governance*) and each subsequent appointee;
Contract Payment	means the payment for the Charges in respect of any Period;
Contract QUENSH Conditions	means the Contract Quality, Environmental, Safety and Health Conditions (document reference "S1552") in force and as supplied to Motorola by the Customer from time to time(and as at the Contract Date, the version in force is A18);
Contract Review Meeting	means the Governance Forum described in Table 2 of Appendix 1 (*Governance Forums*) to Schedule 6.1 (*Governance*) responsible for overall oversight of all aspects of the Contract and other Governance Forums (with the exception of the Steering Committee);
Contract Risk	has the meaning given to it in Paragraph 2.1 of Schedule 6.5 (*Risk Management*);

Defined Term	Meaning
Contract Risk Register	means a register of Motorola Contract Risks produced and maintained in accordance with Schedule 6.3 (*Document Management*) which has the contents set out in Paragraph 3.4 of Schedule 6.5 (*Risk Management*);
Contract Year	means a: (a) period of twelve (12) months commencing on the Contract Date; or (b) period of twelve (12) months commencing on each anniversary of the Contract Date, provided that the final Contract Year shall end on the Expiry Date;
Corrective Action Notice or **CAN**	has the meaning given to it in Clause 41.1 (*Corrective Action Notices*);
Corrective Action Plan	has the meaning given to it in Clause 41.3 (*Corrective Action Notices*);
Corrective Action Plan Failure	has the meaning given to it in Clause 41.8 (*Corrective Action Notices*);
Corrupt Act	has the meaning given to it in Clause 53.1.2;
COTS Product	means a Software product, which is not Motorola Software, which has been developed independently of this Contract and is made available to the public by the relevant vendor on standard commercial terms;
Credit Note	has the meaning given to it in Paragraph 7.14 of Schedule 4.1 (*Charges and Invoicing*);
Credit Rating Threshold	means: (a) in respect of Motorola, a Dun & Bradstreet financial strength indicator score of 3A; and (b) in respect of the Guarantor, a credit rating level rating provided by S&P or Fitch, BB;
Customer	means LUL or, if LUL has novated this Contract to the NTPP Prime or another Third Party in accordance with the terms of this Contract such that the NTPP Prime or the Third Party is the recipient of the Services, the NTPP Prime or that other Third Party;
Customer Asset Management Policy	means the asset management policy published by the Customer from time to time which governs the management of the Customer's assets used in the operation of the Underground Network which, as at the Contract Date, are identified in Schedule 2.6 (*Standards*);

Defined Term	Meaning
Customer Document Controller	means the person(s) or system identified by the Customer to Motorola from time to time, for submitting Documents to the Customer in accordance with Schedule 6.3 (*Document Management*);
Customer Employees	means, from time to time, any employee of, or contractor to, the Customer, or any member of the Customer Group;
Customer Group	means the Customer and its Associated Companies from time to time;
Customer IPR	means, as the context requires: (a) where LUL is the Customer, the LUL IPR; and (b) where the NTPP Prime or a Replacement Contractor is the Customer, the Intellectual Property Rights owned by the Customer and used by the Customer to provide the NTPP Services;
Customer IPR Claim	means, as the context requires: (a) where LUL is the Customer, a LUL IPR Claim; and (b) where the NTPP Prime or a Replacement Contractor is the Customer, any claim against an Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Third Party IPR arising in connection with the provision and receipt of the Services or use by Customer, LUL, Other Service Providers or Third Parties of the licences and rights save for any such claim to the extent that it is caused by: (i) any use by or on behalf of that Indemnified Person of any such Third Party IPR; or (ii) the use of Customer Software by or on behalf of Motorola, in either case in breach of this Contract or in combination with any item not supplied or recommended by the Customer pursuant to this Contract or for a purpose not reasonably to be inferred from the provisions of this Contract;
Customer Objectives	has the meaning given to it in Clause 4.2 (*Services*) as may be supplemented by any customer objectives as identified in any Schedules;

Defined Term	Meaning
Customer Personnel	means, as the context requires: (a) where LUL is the Customer, LUL Personnel; and (b) where the NTPP Prime or a Replacement Contractor is the Customer, all directors, officers, employees, agents, consultants and non-permanentlabour of the Customer;
Customer Project Manager	has the meaning given to it in Paragraph 3.2 of Schedule 6.4 (*Project Management*);
Customer Property	means, as the context requires: (a) where LUL is the Customer, LUL Property; and (b) where the NTPP Prime or a Replacement Contractor is the Customer, the operational premises owned by or licensed the Customer in relation to the provision of the Services;
Customer Proposed Variation	has the meaning given to it in Paragraph **Error! Reference source not found.** of Schedule 5.1 (*Variation Procedure*);
Customer Required Variation	has the meaning given in Paragraph 2.5.3 of Schedule 5.1 (*Variation Procedure*);
Customer Steering Committee	means the Governance Forum described in Table 9 of Appendix 1 (Governance Forums) to Schedule 6.1 (Governance);
Customer Support Manager or **CSM**	means the person appointed as such pursuant to Paragraph 5 (*Customer Support Manager*) of Schedule 2.9 (*Service Management*);
Customer Support Request or **CSR**	means a support request logged by the Customer (or its nominee) to the Motorola Service Desk;
Customer Termination Event	means, as the context requires: (a) in the Pre-NTPP Term, an event described in Clause [47.2.1] (*Customer Termination Event During the Pre-NTPP Term*); and (b) in the NTPP Motorola Term, an event described in Clause [47.2.2] (*Customer Termination Event During the NTPP Motorola Term*);
Cyber Security Management Plan	means those elements of the Security Management Plan which specifically address matters of cyber security, including in fulfilment of the specific cyber security requirements set out in Paragraph 10 (*Cyber Security*) and Appendix 1 (*Cyber Security Requirements*) of Schedule 2.5 (*Security Management*);

Defined Term	Meaning
Data	means: (a) data created, generated, collected, processed or stored by Motorola or a Sub-contractor during the management, performance or operation of the Services; (b) data supplied to Motorola by or on behalf of LUL and/or the Customer for the purposes of this Contract; and (c) Personal Data provided by LUL and/or to Motorola in relation to this Contract for which LUL is the Data Controller or Data Processor, in each case excluding LUL Data;
Data Controller	has the meaning given to it in the Data Protection Legislation;
Data Processor	has the meaning given to it in the Data Protection Legislation;
Data Protection Impact Assessment	an assessment by the Data Controller and/or Data Processor of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation	means: (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the UK General Data Protection Regulation (**'UK GDPR'**) and the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003
Data Services	means the services classed as "Digital Private Circuits" or "High Bandwidth Services – Digital Private Circuits" in Appendix 3 (Definition of Service Types for Transmission Services) to Schedule 2.1 (*Technical Specification – Radio*);
Data Subject	has the meaning given in the Data Protection Legislation;
Date of Referral	has the meaning given to it in Paragraph 4.19 of Schedule 6.2 (*Dispute Resolution Procedure*);
DCS	means dispatch communication servers;
Debarment List	has the meaning given to it in section 57 of the Procurement Act 2023;

Defined Term	Meaning
Deductions	has the meaning given to it in Clause 3.2 of Schedule 4.1 (*Charges and Invoicing*);
Deed of Novation	means a deed of novation in the form set out in Schedule 9 (*Deed of Novation*);
Default	means any breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission or negligence: (a) in the case of the Customer, of Customer Employees; or (b) in the case of Motorola, of its Sub-contractors or any Motorola Personnel, in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other including, in respect of Motorola, failure to achieve the Service Levels;
Defect	means a failure of, interruption to or loss of quality of the functioning, performance or reliability of the Radio System or an X Core System Asset that prevents the Radio System or an X Core System Asset from operating in the way it is required to do so pursuant to this Contract;
Delay	means in relation to a Milestone, the period (if any) after the Milestone Date during which the Milestone is not Achieved (and "**Delayed**" shall be construed accordingly);
Delay Payments	means the payments to which the Customer is entitled in respect of a Delay, if agreed pursuant to a Variation;
Delivery Risk	has the meaning given in [Paragraph 2.1(b)] of Schedule 6.5 (*Risk Management*);
Dependency	means the dependencies on LUL, the Customer, Other Service Providers or Third Parties which are: (a) set out in Schedule 3.1 (*Dependencies*); and (b) in relation to the delivery of any Project, set out as Project Dependencies in a Variation Approval or (in relation to a Customer Required Variation) in a notice issued by the Customer pursuant to Paragraph 4.1 of Schedule 5.1 (*Variation Procedure*) for that Project, provided that a Project Dependency shall not be a Dependency in relation to the Services other than the delivery of the relevant Project;

Defined Term	Meaning
Dependency Failure	has the meaning given to it in Clause 45.1.1(A) (*Dependency Failures and Relief Events*);
Dependency Warning Notice	has the meaning given to it in Clause 40.1.1 (*Dependency Warning Notices*);
Dependency Workaround	has the meaning given to it in Clause 45.4 (*Dependency Failures and Relief Events*);
Dependency Workaround Costs	has the meaning given to it in Clause 45.5 (*Dependency Failures and Relief Events*);
Design Baseline	means the technical design Documents produced and maintained in accordance with Schedule 6.3 (*Document Management*) which include (i) the System Functional Documents and (ii) the Design Baseline Documents;
Design Baseline Documents	means the low level technical design Documents and records produced and maintained in accordance with Schedule 6.3 (*Document Management)* which describe the System Assets installation and configuration at each Site (for the avoidance of doubt the information contained in the Design Baseline Document may be included in more than one document or management system in respect of each Site), which, as at the NTPP Service Delivery Commencement Date shall be the RAC/CON/RPT document included in the Document Management System, and at the end of the third (3rd) anniversary of the NTPP Service Delivery Commencement Date shall, in respect of each Site remain designated as RAC/CON/RPT which shall, as specified by LUL: (a) set out the full configuration of the Radio System at the relevant Site; and (b) set out the full configuration of the Transmission Network at the relevant Site; and (c) describe the Cabling at the relevant Site, and at a summary level, the System Assets connected by such Cabling;
Design BaselineRecord	means the Document produced and maintained in accordance with Schedule 6.3 (*Document Management)* which identifies and sets out the Design Baseline Documents available for each Site;
DIMETRA	means Motorola's proprietary TETRA-based radio solution which is updated by various releases from Motorola from time to time;
Direct Competitor	means: (a) at the Contract Date, (i) Harris Corporation Ltd, Hytera Communications Corporation

Defined Term	Meaning
	Limited, JVCKenwood Holdings Inc, EF Johnson Technologies Co. Ltd, Dahua Technology Co., Ltd, Hangzhou Hikvision Digital Technology Co., Ltd, Huawei Investment & Holding Co Ltd and Zhongxing Semiconductor Co., Ltd and any of their group companies (which shall include both parent, sibling and child affiliates) and (ii) any other company owned, controlled, whether directly or indirectly, or otherwise affiliated with a Chinese incorporated company providing services or products similar to those provided under this Contract in the UK or the European Union; and (b) in the period after the Contract Date, but before the release of the tender notice for the NTPP Procurement, if any other original TETRA radio equipment manufacturer or radio switching equipment manufacturer which is not in the market at the time of the Contract Date, comes into direct competition with Motorola by providing services or products similar to those provided under this Contract to the public safety, energy and/or utility markets in the United Kingdom or the European Union, Motorola shall be entitled to notify Customer in writing of the identity of such competitor and such entity shall be added to the definition of Direct Competitor set out above.
Disaster	means the occurrence of one (1) or more events which, separately or cumulatively, mean that all or a material part of the Services or System; will be unavailable for a period exceeding three (3) hours; can be reasonably anticipated to be unavailable for a period exceeding three (3) hours (as further defined in the BCDR Plan);
Disaster Recovery Plan	means a documented process or set of procedures to recover and protect business infrastructure in the event of a disaster;
Disclosing Party	has the meaning given to it in Clause 34.4 (*Publicity and Confidentiality*);
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

Defined Term	Meaning
Dispute Notice	means 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	means the dispute resolution procedure set out in Schedule 6.2 (*Dispute Resolution Procedure*);
Disputed Amount	means any amount disputed by the Customer in relation to a valid Invoice;
Disruption Losses	means the amount of liquidated damages payable by the Motorola to LUL under in respect of any Underground Service Disruption, calculated in accordance with in Schedule 3.2 (*Disruption Losses*);
Document Management System	means the document management system for the storage and version control of, and access to, the Documents, as described in Paragraphs 3.4 to 3.10 of Schedule 6.3 (*Document Management*);
Documents	means any documents which Motorola is required to prepare and deliver to the Customer under this Contract and "**Documentation**" shall be interpreted accordingly;
DP Losses	has the meaning given to it in Clause 37.2.1(B) (*Financial and other limits*)
DP Losses Excess	has the meaning given to it in Clause 37.2.1(B) (*Financial and other limits*)
Employee Liabilities	means 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;

Defined Term	Meaning
	(e) outstanding payments in relation to salary and benefits, 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	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended, replicated, re-enacted or replaced from time to time (whether by primary or secondary legislation) or any other UK legislation implementing or replicating the Acquired Rights Directive;
Environment	means all, or any, of the following media namely the air (including without limitation the air within buildings and the air within other natural or man-made structures above or below ground), water and land and any living organisms or systems supported by those media;
Environment Agency	means the non-departmental public body sponsored by the United Kingdom's Department for Environment, Food and Rural Affairs;
Environmental Law	means any Law or legislation which has as a purpose or effect the protection of, and/or the prevention of harm or damage to, the Environment and/or the provision ofremedies in respect of harm or damage to the Environment;
Environmental Liability	means any liability of LUL, any Connected Persons (LUL), Motorola and/or anyConnected Person under Environmental Laws (including, without limitation, liability under Environment Laws to undertake or pay for Remedial Action);
EnvironmentalLosses	means any Losses (including fines, penalties, the costs of settling any action or claim, the reasonable cost of Remedial Action and reasonable legal and other professional fees) suffered by LUL, any Connected Person (LUL), Motorola and/or any Connected Person (as appropriate) in respect of: (a) any Environmental Liability; and/or (b) any reasonable action taken by LUL and/or Motorola (as appropriate) to prevent, eliminate, reduce, limit or investigate any

Defined Term	Meaning
	Hazardous Materials which wouldgive or have given rise to Environmental Liability;
Environmental Management Plan	means the plan which sets out the Motorola's arrangements to ensure that LUL'senvironmental objectives are considered and incorporated in to its activities;
Escrow Agent	means NCC Group Escrow Limited, (company registration number 3081952) a company registered in England whose registered office is at Manchester Technology Centre, Oxford Road, Manchester, M1 7EF, England;
Escrow Agreement	means the escrow agreement entered into between LUL, and Motorola and the Escrow Agent in accordance with pursuant to Clause 30 (*Escrow*);
Escrow Deposit Fee	means [redacted]
Estimated Price Basis	means, in respect of a Pre-Priced Variation, the Charges shall be determined in accordance with Paragraph 9.10.5 of Schedule 5.1 (*Variation Procedure*);
Estimated Year 1 Charges	means the Charges that are estimated to be payable by the Customer in accordance with this Contract during the twelve (12) month period starting on the NTPP Service Delivery Commencement Date, as set out in Appendix 1 of Schedule 4.1 (*Charges and Invoicing*);
Excludable Supplier	has the meaning given to it in section 57 of the Procurement Act 2023;
Excluded Supplier	has the meaning given to it in section 57 of the Procurement Act 2023;
Exit Information	has the meaning given in Paragraph 2.1 of Schedule 6.6 (*Exit Management*);
Exit Management	means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from Motorola to a Replacement Contractor, as set out or referred to in Schedule 6.6 (*Exit Management*);
Exit Manager	has the meaning given in Paragraph 3.1 of Schedule 6.7 (*Exit Management*);
Exit Period	means the exit period(s) described in Paragraph 6.1 (*Exit Period*)of Schedule 6.6 (*Exit Management*);
Exit Plan	means the plan produced and updated during the Term in accordance with Schedule 6.6 (*Exit*

Defined Term	Meaning
	Management);
Exit Services	means the services, activities, processes and procedures provided by Motorola to ensure a smooth and orderly transition of all or part of the Services (except the Exit Services) from Motorola to the Customer and/or a Replacement Contractor as set out or referred to in Schedule 6.6 (*Exit Management*);
Expected End Date	has the meaning given to it in Clause 3.5.2 (*Extended NTPP Motorola Term*);
Expiry Date	has the meaning given to it in Clause 3.6.2 (*Duration*);
Extended NTPP Motorola Term	means the period on and from the Extended NTPP Motorola Term Commencement Date until the Expiry Date;
Extended NTPP Motorola Term Commencement Date	means the date on which the Extended NTPP Motorola Term commences;
Extended Support Period	has the meaning given to it in Section 7.2.6 (*Description of Service and Obligations*) of Appendix 5 (*Support Services*) of Schedule 2.9 (*Service Management*);
Extension Period	means (as the context requires): (a) the First NTPP Extension Period; (b) the Second NTPP Extension Period; and/or (c) the Third NTPP Extension Period;
FAT	means factory acceptance testing;
Failure	means a failure of the Telecommunications Services to comply with the requirements of this Contract or any other event which isdesignated as such in Schedule 2.2 (*Performance Regime*);
Fault	means, in respect of a System Asset, a failure of, interruption to or loss of quality ofthe functioning, performance or reliability of a System Asset which results in: (a) the System not meeting the requirements of Schedule 2.1 (*Technical Specification – Radio*); (b) the System Asset not operating in accordance with the Design Baseline; or (c) (if applicable) such System Asset failing to meet its OEM specification, and for the avoidance of doubt, the occurrence of a Fault does not necessary entail anoccurrence of a Failure;

Defined Term	Meaning
Field Replacement Unit or **FRU**	means the minimum subset part that can be replaced or changed out within radio communications systems in the field;
Financial Ratio Threshold	means either: (a) a Dunn and Bradstreet risk indicator of no greater than two (2); or (b) a Dunn and Bradstreet failure score is less than fifty (50);
Final Upgrade Project Description	has the meaning given to it in Clause 5.1.2 (*Upgrade Project Descriptions*);
Financial DistressEvent	means: (a) the credit rating of Guarantor dropping below the applicable Credit RatingThreshold; (b) Motorola fails to meet either of the Financial Ratio Thresholds in any financial reporting period (c) Motorola or the Guarantor issue a profits warning to a stock exchange ormake any other public announcement, in each case about a material deterioration in its financial position or prospects; (d) Motorola, the Guarantor or any officer or director of Motorola or theGuarantor is indicted for fraud or other financial irregularity; (e) there is a public investigation into improper financial accounting and reporting,suspected fraud or any other impropriety of Motorola or the Guarantor; (f) a Key Sub-contractor notifies the Customer that Motorola has not satisfied anymaterial 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 Motorola or the Guarantor of any financial indebtedness that is not subject to a genuine dispute; (ii) any financial indebtedness of Motorola or the Guarantorbecoming due as a result of an event of default; or the cancellation or suspension of any financial indebtedness inrespect of Motorola or the Guarantor;
Fit-for-Purpose	means in the case of Documents, that the relevant Documents:

Defined Term	Meaning
	(a) are complete taking into account the stage of the implementation of the Services (or during the stage reached in the implementation of any Variation); (b) meet any criteria or requirements relevant to Services and set out in this Contract; (c) are comprehensible to someone with the knowledge and skills of the intended audience; (d) reflect Good Industry Practice; (e) are consistent with any physical or actual assets or processes that they describe; and (f) take account of the Customer's reasonable comments following prior review unless otherwise agreed between the Parties;
First NTPP Extension Period	has the meaning given to it in Clause 3.5.1(A);
FOI Legislation	means the Freedom of Information Act 2000, 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	means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
General Change in Law	means a change in Law is of a general legislative nature (including taxation or duties of any sort affecting Motorola);
General Dependencies	means those Dependencies set out at Paragraph 2 (*General Dependencies*) of Schedule 3.1 (*Dependencies*);
GLA	means the Greater London Authority;
Good IndustryPractice	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such timefrom a leading and expert contractor of services similar to the Services to a customerlike LUL, such contractor seeking to comply with its

Defined Term	Meaning
	contractual obligations in full andcomplying with applicable Laws;
Governance	means the governance structure, roles and responsibilities of the Parties and contract management processes as set out at Schedule 6.1 (Governance);
Governance Forums	means a Governance forum which is listed in Paragraph 4 of Schedule 6.1 (*Governance*) (and "**Governance Forums**" shall mean all of them);
Guarantor	has the meaning given in Schedule 10 (*Motorola Parent Company Guarantee*);
Handportable	means a hand held Transceiver more particularly described in Part A (Radio System) Paragraph 10.2 of Schedule 2.1 (*Technical Specification*);
Hardware Repair Service	means, as the context requires: (a) for X Core Equipment, the services described in Section 3 (*Network Hardware Repair with Advanced Replacement - X Core*) of Appendix 5 (*Support Services*) of Schedule 2.9 (*Service Management*); (b) for the Motorola MXP600 radios, the services described in Section 4 (*MXP600 Radio Support*) of Appendix 5 (*Support Services*) of Schedule 2.9 (*Service Management*); and (c) for Legacy System Assets, the services described in Section 5 (*Hardware Repair Legacy System Assets*) of Appendix 5 (*Support Services*) of Schedule 2.9 (*Service Management*);
Harm or Damage to the Environment	means harm or damage to the health of living organisms or other interference with the ecological systems of which they form part and, in the case of person, includes harm or damage caused to any of his senses or harm to that person's property;
Hazardous Material	means anything which alone or in combination with others is capable of causing harm, damage or nuisance (as defined in the Environmental Protection Act) to property or to man or any other organism supported by the Environment including, without limitation, noise, hazardous substances, pollutants, contaminants, wastes and other toxic, noxious, flammable, corrosive matter (including all materials listed or regulated as hazardous, toxic, etc. under Environmental Laws) whether in solid, liquid or gaseous form;
HSE	means Health & Safety Executive;

Defined Term	Meaning
Incident	means an unplanned interruption to the Services or loss of quality of the Services;
Incremental Costs	has the meaning given to it in Clause 45.8.1 (*Incremental Costs*)
Indemnified Party	has the meaning given to it in Clause 28.6 (*Conduct of claims*)
Indemnified Person	means the Customer, LUL and each and every person to whom the Customer (or any direct or indirect sub-licensee of the Customer) sub-licences, assigns or novates any relevant IPRs or rights in the relevant IPRs in accordance with this Contract;
Indemnifying Party	has the meaning given to it in Clause 28.6 (*Conduct of claims*);
Information Access Policy	means LUL's Information Access Policy as may be amended from time to time;
Information Access Request	means a request for any information submitted under the FOI Legislation;
Information and Records Management Policy	means LUL's Information and Records Management Policy as may be amended from time to time;
Information Security Policy	means LUL's Information Security Policy as may be amended from time to time;
Initial NTPP Motorola Term	means the period on and from the Initial NTPP Motorola Term Commencement Date until the earlier of: (a) the date which is six (6) years from the NTPP Service Delivery Commencement Date; and (b) 31 December 2035;
Initial NTPP Motorola Term Commencement Date	means the date on which the Initial NTPP Motorola Term commences;
Insolvency Event	means, in relation to a Party, the taking of any steps by that Party or any other person relating to any of the following: (a) that Party making or seeking to make any composition, compromise, assignment or voluntary arrangement with its creditors or any class thereof or becoming subject to an administration order; (b) a liquidator, receiver, administrative receiver, compulsory manager, administrator, or other similar officer being appointed in respect of that Party or any of their assets; (c) that Party has had or takes any action, procedure or step in relation to the

Defined Term	Meaning
	suspension of payments, a moratorium of any indebtedness, dissolution, winding-up or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise); (d) that Party threatening to cease to carry on its business or any material part thereof for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986 or any other applicable insolvency or bankruptcy legislation or otherwise being unable to pay its debt as the fall due and/or suspends (or threatens to suspend) making payments on any of its debts and/or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness; (e) any action, procedure or step has been taken in relation to the enforcement of any security over any of the assets of that Party and such action, procedure or step could reasonably be expected to result in insolvency and/or have a material adverse effect on the relevant company; (f) the value of the assets of that Party is less than its liabilities (taking into account contingent and prospective liabilities); (g) any expropriation, attachment, sequestration, distress or execution or similar process affects any asset or assets of that Party; or (h) any similar event to those in (a) to (g) above occurring in relation to that Party under the law of any applicable jurisdiction for those purposes;
Insurances	has the meaning given to it in Paragraph 2.1 of Schedule 3.3 (*Insurance*);
Insured Risks	has the meaning given to it in Section 2, Part A of Appendix 1 (*Required Insurances*) of Schedule 3.3 (*Insurance*);
Intellectual Property Rights	means: (a) copyright, rights related to or affording protection similar to copyright, database rights, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights

Defined Term	Meaning
	listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction, (and **"IPR"** shall be construed accordingly);
Interfaces	means the point where two or more separate systems meet and are jointed together for the purpose of exchanging signals between them;
Invitee	has the meaning given to it in Clause 10.2 (*Environment*);
IPR Register	means the register referred to in Clause 29 (*IPR Register)* in the form set out in Schedule 8.1 (*IPR Register*);
Irrecoverable VAT	means VAT incurred by a person to the extent to which that person or any VAT group of which it is a member cannot recover such VAT whether by way of a credit against a liability to account for VAT or as an actual repayment from HM Customs & Excise and (in the case of Motorola) to the extent to which it would not be recoverable;
Invoice	means a request for payment in accordance with Schedule 4.1 (*Charges and Invoicing*) with such additional information as the Customer may reasonably require from time to time;
Key Personnel	means personnel whom Motorola identifies to Customer from time to time as key personnel in the performance of this Contract;
Key Sub-contract	means each Sub-contract with a Key Sub-contractor;
Key Sub-contractor	means any Sub-contractor: (a) which, in the opinion of the Customer, performs (or would perform if appointed) a criticalrole in the provision of all or any part of the Services; or (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 15% (fifteen per cent) of the aggregate Charges forecast to be payable under this Contract
Key Sub-contractor Personnel	means personnel whom Motorola identifies to Customer from time to time as key personnel in the performance of any Sub-contract;
Last Election Date	means, in relation to a Pre-Priced Variation, the last day by which the Customer may issue a Variation instruction to Motorola to initiate the Pre-Priced

Defined Term	Meaning
	Variation, as set out in the applicable Upgrade Project Description;
Law	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, by-law, regulation, order, mandatory guidance or mandatory code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body applicable to the Customer and/or the performance of this Contract;
LCIA	means the London Court of International Arbitration, whose address as at the Contract Date is 70 Fleet Street, London EC4Y 1EU;
Legacy System Assets	means those system assets which form part of the legacy system provided to LUL on expiry of any legacy sub-contracts;
Licensed Software	means all and any Software licensed by or through Motorola, its Sub-contractors or any Third Party to Customer for the purposes of or pursuant to this Contract, including any Motorola Software and/or Third Party Software;
Losses	means losses, liabilities, damages, fines, 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;
Lost Customer Hours	means the total additional journey time measured in hours, applying planned or unplanned NACHs as appropriate, experienced by LUL passengers as a result of a planned or unplanned Underground Service Disruption;
Lost Profit	means, in relation to a termination of this Contract (or a Partial Termination) in one of the circumstances described in Clause 49.1.1 (*Payments by the Customer*), a calculation of the profit element (if any) attributable to the relevant Termination Payment, calculated as N Periods (where N is equal to twelve (12) minus the number of Periods' notice of termination given by the Customer) of Profit in respect of: (a) the Support Service Charges(s); and (b) the average periodic volume of Technical Service Catalogue Items (calculated over the previous 12 Periods), in each case in relation to the relevant, terminated Services;
LUL	means London Underground Limited (company

Defined Term	Meaning
	registration number 01900907) of 5 Endeavour Square, London, United Kingdom, E20 1JN;
LUL Claim	has the meaning given to it in Clause 62.1.3 (*Direct LUL Enforcement Rights*);
LUL Data	means digital data transmitted via the System Assets;
LUL Group	means LUL and its Associated Companies from time to time together with the Greater London Authority (and its functional bodies) and reference to any "**member of the LUL Group**" shall refer to LUL, any such Associated Company and the Greater London Authority (and its functional bodies);
LUL IPR	means all Intellectual Property Rights owned by the Customer and required by the NTPP Prime in order to provide the NTPP Services or by Motorola in order to provide the Services;
LUL IPR Claim	means any claim against that Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Third Party IPR arising in connection with the provision and receipt of the Services or use by LUL, Other Service Providers or Third Parties of the licences and rights described in Clause 26.1 (*Licences granted by Motorola*), save for any such claim to the extent that it is caused by: (a) any use by or on behalf of that Indemnified Person of any such Third Party IPR; or (b) the use of LUL Software by or on behalf of Motorola, in either case in breach of this Contract or in combination with any item not supplied or recommended by Motorola pursuant to this Contract or for a purpose not reasonably to be inferred from the provisions of this Contract;
LUL Materials	means any and all hardware, Software, systems, Documents, processes, procedures,methods or things in which LUL IPR subsist, reside or are embodied;
LUL Personnel	means all directors, officers, employees, agents, consultants and non-permanentlabour of LUL;
LUL Property	means any land or buildings occupied, used or owned by or demised or licensed to, any member of the LUL Group from time to time (but excluding any Third Party Property): (a) from, to or at which the Services are (or are to be) provided; and/or

Defined Term	Meaning
	(b) from which Motorola manages, organises or otherwise directs the provision or use of the Services;
LUL Rights	has the meaning given to it in Clause 62.1.1 (*Direct LUL Enforcement Rights*);
LUL Software	means Software which is owned by or licensed to TfL (other than under or pursuant to this Contract) and which is or will be used by Motorola for the purposes of providing the Services;
Maintenance Regime	means the maintenance regime in respect of the System Assets provided by Motorola throughout the Term in accordance with Paragraph 1 of Schedule 2.4 *(Asset Management*);
Malicious Software	means 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;
Mediation Notice	has the meaning given in Paragraph 3.1 of Schedule 6.2 (*Dispute Resolution Procedure*);
Milestone	means an event or task described in the Schedule 2.7 (*Upgrade Programme Plan*) orthe relevant Variation Approval for the applicable Project;
Milestone Acceptance Criteria	means the acceptance criteria for a specific Milestone;
Milestone AchievementCertificate	means the certificate to be issued by the Customer, if Motorola has satisfied the MilestoneCriteria associated with the relevant Milestone;
Milestone Criteria	means the criteria set out for the applicable Milestone in Schedule 2.7 (*Upgrade Programme Plan*) or the relevant Variation Approval for the applicable Project againstwhich LUL will test Achievement of that Milestone;
Milestone Date	means the date at which such Milestone is due to be Achieved as set out in theapplicable Upgrade Project Description or the relevant Variation Approval;
Milestone Deliverable	means an item or feature delivered or to be delivered by Motorola at or before aMilestone Date or at any other stage during the performance of this Contract;

Defined Term	Meaning
Milestone Payment	means the amount payable in respect of a Milestone, as determined in accordance with Schedule 4.1 (*Charges and Invoicing*);
Motorola Engineering Change Notices	means a technical notice issued by Motorola from time to time which provides information on product and software changes, including details of any applicable workarounds or fixes for identified issues. A Motorola Engineering Change Notice may be issued independently from a Variation and shall be communicated by Motorola to the Customer from time to time as a Notice;
Motorola Exit Activities	has the meaning given to it in Paragraph 1.1 (*Introduction*) of Schedule 6.6 (*Exit Management*);
Motorola Group	means Motorola and its Associated Companies from time to time;
Motorola IPR	means all Intellectual Property Rights developed or owned by Motorola, developed by its employees, or owned by or licensed to Motorola as used in, or as is necessary for, the provision of the Services;
Motorola IPR Claim	has the meaning given to it in Clause 28.1 (*IPR Indemnity*);
Motorola Personnel	means all directors, officers, employees, agents, consultants and non-permanent labour of Motorola engaged in the performance of Motorola's obligations under this Contract;
Motorola Property	means the operational premises owned by or licensed to Motorola in relation tothe provision of the Services and/or services related to the Connect Sub-contract;
Motorola Proposal	has the meaning given to it in Paragraph 4.12 of Schedule 5.1 (*Variation Procedure*);
Motorola Proposed Variation	has the meaning given to it in Paragraph 2.5.4 of Schedule 5.1 (*Variation Procedure*);
Motorola Representative	means the representative appointed by Motorola in accordance with Schedule 6.1 (*Governance*);
Motorola Request	means a notice served by Motorola 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;
Motorola Service Desk or **MSD**	has the meaning given to it in Paragraph 4.1 (*Motorola Service Desk*) of Schedule 2.9 (*Service Management*);

Defined Term	Meaning
Motorola Software	means Software which is proprietary to Motorola (or a member of Motorola Group) and which is or will be used by Motorola for the purposes of providing the Services or licensed to the Customer in the course of the provision of the Services, including the Software specified as such in Schedule 8.1 (*IPR Register*);
Motorola Technical Solution	means Motorola's technical solution as set out in the column headed "B. Motorola technical Solution" in the table in Part A (*Radio System*) of Schedule 2.1 (*Technical Specification*), including those sections of any documents referred to in that column;
Motorola Termination Event	has the meaning given to it in Clause 47.1.2(A) (*Motorola Termination Event During the NTPP Motorola Term*);
Motorola Training	means the training provided to the Customer (or, where LUL is not the Customer, LUL) by Motorola, as set out in Part B of Schedule 6.7 (*Training*);
Motorola Training Personnel	has the meaning given to it in Clause 24.2 (*Training*)
Multi-Party Dispute	has the meaning given in Paragraph 6.1 of Schedule 6.2 (*Dispute Resolution Procedure*);
Multi-Party Dispute Representatives	has the meaning given in Paragraph 6.5 of Schedule 6.2 (*Dispute Resolution Procedure*);
Multi-Party Dispute Resolution Board	has the meaning given in Paragraph 6.5 of Schedule 6.2 (*Dispute Resolution Procedure*);
Multi-Party Dispute Resolution Procedure	has the meaning given in Paragraph 6.1 of Schedule 6.2 (*Dispute Resolution Procedure*);
Multi-Party Procedure Initiation Notice	has the meaning given in Paragraph 6.5 of Schedule 6.2 (*Dispute Resolution Procedure*);
NACHs Table	means the NACHs tables set out in Appendix 1 (*Index of Tables*) of Schedule 3.2 (*Disruption Losses*) as may be amended or updated by the Customer from time to time;
Network Update	means those activities described in Section 7 (*Network Updates (SUA) X Core*) of Appendix 5 (*Support Services*) of Schedule 2.9 (*Service Management*);
NFF	has the meaning given to it in Paragraph 13.1 (*Excepted Services*) of Schedule 2.9 (*Service Management*);
NMC	means the Network Management Centre;
Non-Compliance Certificate	means, in relation to a Milestone, the certificate to be issued by the Customer if Motorola has not satisfied

Defined Term	Meaning
	the Milestone Criteria associated with that Milestone;
Notice to Proceed (NTPP Motorola Term)	means the notice issued by the Customer to Motorola pursuant to Clause 3.3;
Notices	has the meaning given to it in Clause 57 *(Notices and Invoices*)
Notifiable Default	has the meaning given in Clause 42.1 (Rectification Plan Process);
Novation Date	means the date on which this Contract is novated to the NTPP Prime in accordance with Clause 3.3 (*Notice to Proceed with provision of the Services*);
NTPP Motorola Term	means the period on and from the Initial NTPP Motorola Term Commencement Date until the Expiry Date;
NTPP or **Networks & Telecommunications Procurement Project**	has the meaning given to it in Recital (B);
NTPP Prime	means the person appointed by the Customer to provide the NTPP Services;
NTPP Prime Contract	means the contract between LUL and the NTPP Prime for the provision of the NTPP Services;
NTPP Procurement	means the procurement carried out by the Customer to procure the NTPP Services;
NTPP Service Delivery Commencement Date	means the date on which [the NTPP Services go live] under the NTPP Prime Contract;
NTPP Services	means the services performed under the NTPP Prime Contract;
NTPP Transition Support Activities	means the activities set out in Part B (*NTPP Transition Support Activities*) of Schedule 12 (*NTPP Transition*);
Occasion of Tax Non-Compliance	means: (a) any tax return of Motorola submitted to a tax authority on or after Contract Date is found to be incorrect as a result of: (i) relevant tax authority successfully challenging Motorola 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 Motorola was involved in, and

Defined Term	Meaning
	which was, or should have been, notified to a relevant tax authority under the disclosure of tax avoidance schemes operated by HMRC or any equivalent or similar regime; and/or (b) any tax return of Motorola submitted to a relevant tax authority on or after the Contract Date gives rise to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion;
OEM	means original equipment manufacturer;
OFCOM	means the Office of Communications (UK) or any other authority or authorities charged from time to time with OFCOM's responsibilities in relation to regulation of the communications industry;
O&M Services and Technical Meeting	means the Governance Forum described in Table 6 of Appendix 1 (*Governance Forums*) to Schedule 6.1 (*Governance*) responsible for reviewing the service performance aspects of the Periodic Performance Report;
Operational Risk	has the meaning given to it in Paragraph 2.2.3 of Schedule 6.5 (*Risk Management*);
Other Service Provider	means any contractor to the Customer from time to time excluding Motorola;
Outline Proposal	means, in relation to a Variation detailed in a Variation Notice, the details set out in Paragraph 4.9 of Schedule 5.1 (*Variation Procedure*);
Parent Company Guarantee	means the guarantee provided by the Motorola Guarantor in accordance with Schedule 10 (*Motorola Parent Company Guarantee*);
Partial Termination	means the partial termination of this Contract to the extent that it relates to the provision of one or more of the Services;
Part-Capped Basis	means, in respect of an Upgrade Project, the Charges as determined in accordance with Paragraph **Error! Reference source not found.** of Schedule 5.1 (*Variation Procedure*);
Payee	has the meaning given to it in Clause 13.3.1 (*Other Payments*)
Payer	has the meaning given to it in Clause 13.3.1 (*Other Payments*)

Defined Term	Meaning
Period	means a calendar month or, as the context requires the relevant period as indicated in Annex 1 of Schedule 4.1 (*Charges and Invoicing*);
Periodic Performance Report	means a report setting out all information which Motorola is obliged to provide in accordance with the Contract on the Services and the operation of the Radio System;
Personal Data	means personal data (as defined in the Data Protection Legislation) which is Processed by Motorola or any Sub-contractor on behalf of a member of the LUL Group or the Customer Group (if not the LUL Group) pursuant to or in connection with this Contract;
Portfolio Execution Plan	means the portfolio execution plan that meets the requirements of Appendix 1 to Schedule 6.4 (*Project Management*);
Pre-NTPP Activities	means the activities set out in Part A (*Pre-NTPP Activities*) of Schedule 12 (*NTPP Transition*)]
Pre-NTPP Term	has the meaning given to it in Clause 3.2.1 (*Pre-NTPP Term*);
Pre-Priced Variation	has the meaning given to it in Paragraph 2.5.5 of Schedule 5.1 (*Variation Procedure*);
Price Validity Date	has the meaning given to it in Schedule 2.7 (*Upgrade Programme Plan*);
Privacy and Data Protection Policy	means LUL's Privacy and Data Protection Policy as may be amended from time to time;
Process	has the meaning given under the Data Protection Legislation (and "**Processed**" and "**Processing**" shall be construed accordingly);
Project	means a planned, co-ordinated and time-bound set of activities delivered by Motorola under this Contract and established for the delivery of defined objectives;
Project Boards	means the Governance Forum described in Table 8 of Appendix 1 (*Governance Forums*) to Schedule 6.1 (*Governance*) responsible for assuring Project progress against Project Plans and Milestones;
Project Charges	means the Charges associated with a particular Project calculated in accordance with the Project Charging Principles set out in Paragraph 8 of Schedule 5.1 (*Variation Procedure*);
Project Dependency	means a dependency on LUL, the Customer, an Other Service Provider or a Third Party for Motorola's delivery of that specific Project, as set out and clearly

Defined Term	Meaning
	designated as a 'Project Dependency' in the Variation Approval for that Project (or in relation to a Customer Required Variation, a notice issued by the Customer pursuant to Paragraph 4.1 of Schedule 5.1 (*Variation Procedure*);
Project Manager	has the meaning given to it in Clause 3.1 of Schedule 6.4 (*Project Management*);
Project Plan	means, in relation to a Project, the document produced and maintained in accordance with Schedule 6.3 (*Document Management*) which sets out the plan for the delivery of that Project in accordance with the requirements detailed in Paragraphs 5.13 to 5.18 of Schedule 6.4 (*Project Management*);
Project Portfolio Review	means the Governance Forum described in Table 4 of Appendix 1 (*Governance Forums*) to Schedule 6.1 (*Governance*) responsible for reviewing and resolving issues in relation to Projects;
Project Report	means, in relation to a Project, the document produced and maintained in accordance with Schedule 6.3 (*Document Management*) which reports on that Project in accordance with the requirements set out in Paragraphs 5.21 to 5.23 of Schedule 6.4 (*Project Management*);
Project Risk Register	means the portfolio execution plan that meets the requirements of Appendix 1 to Schedule 6.4 (*Project Management*);
Property Documentation	means all contract documentation in respect of the use and access to any Third Party Property;
Public Procurement Termination Event	has the meaning given to it in Clause 54.8 (*Set Aside Order and Public Procurement Termination Event*)
Public Procurement Termination Grounds	means the Customer considers that the Contract was awarded or modified in material breach of the Procurement Act 2023 for the purposes of section 78(2)(a) of the Procurement Act 2023;
Radio Services	means the services provided to Users by the Radio System;
Radio System	means the radio system used to provide voice and data services throughout the Underground Network (and at other agreed locations) with the functionality describedin Part A of Schedule 2.1 (*Technical Specification – Radio*);
Rate Card	means the rate card designated as being the 'Motorola Charge Rates' in Appendix 2 of Schedule 4.1 (*Charges and Invoicing*), to be used for the purpose of calculating Charges for Motorola

Defined Term	Meaning
	Personnel;
Ratings Agency	means the following ratings agencies: (a) S&P; (b) Fitch; or (c) Moody's, and "**Ratings Agencies**" shall be interpreted accordingly;
Receiving Party	has the meaning given to it in Clause 34.4 (*Publicity and Confidentiality*);
Recipient	has the meaning given to it in Clause 14.2.2 (*VAT*);
Record	means: (a) physical and electronic documentation (including formal notices, Milestone Achievement Certificates, other certificates, licences, registrations, warranties and information which must be retained as required by Law) and Documents used or generated by Motorola under this Contract; and (b) for the purposes of Clause 19.12 (*Records, Audit, Inspection and Notification*) only, those records set out in Clause 19.12.1 (*Records, Audit, Inspection and Notification*), and **"Records"** shall be construed accordingly;
Rectification Plan	has the meaning given to it in Clause 42.1 (*Rectification Plan Process*);
Rectification Plan Failure	has the meaning given to it in Clause 42.5.3 (*Rectification Plan Failure*)
Rectification Plan Process	has the meaning given to it in Clause 42.2 (*Rectification Plan Process*);
Referral Notice	has the meaning given in Clause 4.17 of Schedule 6.2 (*Dispute Resolution Procedure*);
Referring Party	has the meaning given in Paragraph 4.5 of Schedule 6.2 (*Dispute Resolution Procedure*);
Regulatory Body	means any body or organisation concerned with any matters relating to this Contract and with the authorisations, determinations, directions, orders, requirements, approvals, guidance or other published or formally issued statements of whom persons operating in accordance with Good Industry Practice would ordinarily comply;

Defined Term	Meaning
Related Third Party	has the meaning given in Paragraph 6.1 of Schedule 6.2 (*Dispute Resolution Procedure*);
Release	means, in respect of a Network Update, a new version of the DIMETRA Software identified by a different whole number or first decimal place (e.g., 9.0 and 9.1) which: (a) contains significant new features and/or functionality; and (b) incorporates the relevant SER Software content issued since the previous Release;
Release Date	means, in respect of a Release or System Enhancement Release Software, the date on which such Release or System Enhancement Release Software is made available by Motorola to customers (including the Customer) in accordance with Section 7.2.5 (*Description of Service and Obligations*) of Appendix 5 (*Support Services*) of Schedule 2.9 (*Service Management*);
Release Event	has the meaning given to it in Clause 30.6.2 (*Escrow*);
Relevant Protected Characteristic	has the meaning given to it in Clause 55.4.4(A) (*Compliance with Policies and Laws*);
Relevant Subcontractor	means a Sub-contractor or subcontractor of any tier for the purposes of section 78(2)(c) of the Procurement Act 2023;
Relief Event	has the meaning given to it in Clause 45.1 (*Dependency Failures and Relief Events*);
Relief Event Costs	has the meaning given to it in Clause 45.5 (*Dependency Failures and Relief Events*);
Remedial Action	means any steps reasonably necessary for (a) preventing, removing, remedying, cleaning-up, abating, containing or ameliorating the presence or effect of any Hazardous Material in the Environment (including without limitation the Environment at any Customer Property or Third Party Property) or (b) carrying out investigative work and obtaining legal and other professional advice as is reasonably required in relation to (a);
Remote Restoration	means the time taken for a Motorola technical engineer to remotely provide a solution which temporarily or permanently restores the impaired functionality;
Replacement Contractor	means, as the context requires:

Defined Term	Meaning
	(a) any Third Party to whom this Contract is novated to in accordance with Clause 51.1 (*Novation of the Contract*); and/or (b) any provider of Replacement Services appointed by the Customer from time to time (including, where or, if TfL or the then-current Replacement Contractor are providing Replacement Services for its own account, TfL or the then-current Replacement Contractor);
Replacement Services	means any services which are the same as or substantially similar to any of the Services (or any part of the Services) and which the Customer receives in substitution for any of the Services (or any part of the Services) following the expiry or earlier termination of the provision of such Service under this Contract;
Representative	has the meaning given to it in Clause 53.1 (*Prevention of Fraud and Bribery*)
Required Action	has the meaning given to it in Clause 44.2.10(C) (*Step-In Rights*);
Required Consents	means all consents, licences, authorisations, permissions, approvals and permits (excluding, for the avoidance of doubt, Telecommunications Licences and WTA Licences) which are necessary for the discharge by Motorola of its obligations pursuant to this Contract pursuant to this Contract;
Request for Clarification	has the meaning given to it in Paragraph 4.13 of Schedule 5.1 (*Variation Procedure*);
Restricted Countries	means any country outside the European Economic Area;
Retail Price Index	means the General Index of Retail Prices published by the Office for National Statistics or any successor office, department or agency of the Government charged with responsibility for publishing such figures;
Retention Period	has the meaning given to it in Clause 19.12.2 (*Records, Audit, Inspection and Notification*);
Return Authorisation or **RA**	means a returns number for faulty equipment to be returned under;
RF Items	means: (a) antenna combiners; (b) cross-over filters; (c) attenuators

Defined Term	Meaning
	(d) cell enhancers; (e) repeaters; (f) couplers; and (g) splitters, but excluding any items in (a) to (g) that are Legacy System Assets;
Risk	means Contract Risk and/or Delivery Risk (as the context requires or permits);
Risk Management Plan	means the plan prepared in accordance with Paragraphs 3.1 to 3.3 (inclusive) of Schedule 6.5 (*Risk Management*);
Rule Book	means the rules and information identified in Schedule 2.6 (*Standards*) and updated from time to time by the Customer;
Roadmap	means Motorola's release roadmap for a Release, a SER and / or any new version of the DIMETRA Software as described in Section 7.2.4 (*Description of Service and Obligations*) of Appendix 5 (*Support Services*) of Schedule 2.9 (*Service Management*);
Rolling Stock	means all types of railway vehicles employed upon the Underground Network including all passenger carrying vehicles, powered or not and engineering locomotives and wagons;
Safety Plan	means the plan which sets out the Customer's safety arrangements in respect of the services, as described in Paragraph 1.2, Part A of Schedule 2.10 (*Safety, Quality and Environmental Requirements*);
SAT	means site acceptance tests;
Second NTPP Extension Period	has the meaning given to it in Clause 3.5.1(B);
Security Management Plan	means Motorola's plan for the management of the security aspects of this Contract and the Services, as developed and maintained in accordance with Paragraph 5 (*Security Management Plan*) of Schedule 2.5 (*Security Management*);
Security Manager	means the person(s) appointed by the Customer to the position described in Paragraph 6 (*Security Manager*) of Schedule 2.5 (*Security Management*);
Security Measures	has the meaning given to it in Paragraph 14.3 (*Audit and Compliance*) of Schedule 2.5 (*Security Management*);
Security Risk	has the meaning given to it in Paragraph 2.2.1 of Schedule 6.5 (*Risk Management*);

Defined Term	Meaning
Security Standards	means the Standards identified as such in the table titled 'Security' in Annex 1 (*LUL's Group Policies and Standards*) of Schedule 2.6 (*Standards*);
Senior Management	has the meaning given to it in Clause 43.1 (*Escalation of Rectification Plan Failure to Senior Management*);
Senior Management Determination	has the meaning given to it in Clause 43.1 (*Escalation of Rectification Plan Failure to Senior Management*);
Service Component	means a designated component of the Services;
Service Credit	means an amount payable by Motorola to the Customer as a result of Motorola's failure to achieve the Service Levels set out in Schedule 2.2. (*Performance Regime)*;
Service Credit Annual Cap	has the meaning given to it in Clause 37.2.3 (*Financial and other limits*);
Service Debit	means an amount payable by the Customer to Motorola as a result of the Customer's failure to achieve the Service Levels set out in Schedule 2.2 (*Performance Regime*);
Service End Date	means, in relation to an element of the Services, the date on which the Customer confirms in writing to Motorola that: (i) the Milestones set out in the Exit Plan in relation to that element of the Services have all been Achieved by Motorola; or (ii) the Customer is otherwise assured that sufficient Exit Management has been completed for that element of the Services, in each case without prejudice to the Customer's rights in relation to any Default by Motorola of its obligations;
Service Level	means the performance requirements relating to the Support Services set out in Schedule 2.2 (*Performance Regime*);
Service Management Review	means the Governance Forum described in Table 3 of Appendix 1 (*Governance Forums*) to Schedule 6.1 (*Governance*) responsible for ensuring the Telecommunications Services are delivered to the required quality and meet or better the Service Levels;
Service Risk	has the meaning given to it in Paragraph 2.2.2 of Schedule 6.5 (*Risk Management*);
Services	has the meaning given to it in Clause 4.1 (*Services*);
Set Aside Order	means an order setting aside the Contract, any part of the Contract or any modification of the Contract, in

Defined Term	Meaning
	each case made by a court of competent jurisdiction in accordance with section 104 of the Procurement Act 2023;
Severity Level	means the severity levels and corresponding maximum response times which are specified in Schedule 2.2 (*Performance Levels*), as determined by the Customer at the time of a report;
Shared Risk Pot	means the Bounded Mechanism described at Paragraph 5.2 of Appendix 5 to Schedule 5.1 (*Variation Procedure*);
Significant Risk	has the meaning given to it in Paragraph 2.3 of Schedule 6.5 (*Risk Management*);
SIL	means safety integrity level;
Site	means any LUL Property or Third Party Property at which System Assets are installedor Motorola proposes to install or operate System Assets from time to time;
SME	means a member of Motorola's Personnel who is regarded by the Customer as having expert knowledge in a particular subject area;
Software	means system software, operating systems, applications, programmes and procedures and tools to recreate or recompile any of the foregoing (including firmware, 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 Contract;
Software Supporting Documents	means, in relation to Software, all technical information and documentation required to enable the Customer to use and maintain that Software, including but not limited to technical documentation, and operations manuals;
Source Code	means 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;
Spares	means the spares necessary for and managed to ensure the continued operation andsupport of the System including all Consumables;
Specific Change in Law	means any change in law occurring after the Contract Date that relates specifically to the business

Defined Term	Meaning
	of LUL and/or which affects a service that is the same or materially similar to the Services to be performed pursuant to the Contract (including in terms of scope, specification, volume and quality of performance) and which Motorola could not reasonably be expected to have known about at the Contract Date;
Standards	means the requirements that Motorola must comply with in the provision of the Services, comprising standards, applicable LUL rules, procedures, codes and safety agreements in relation to, without limitation, health and safety, environment, security, operational, engineering and ambience standards and other customer service deliverystandards (including, without limitation, the QUENSH Contract Menu), as further described in Schedule 2.6 (*Standards*);
Station	means a station on the Underground Network;
Steering Committee	means the Governance Forum described in Table 1 of Appendix 1 (*Governance Forums*) to Schedule 6.1 (*Governance*) responsible for the strategic direction of the Services and the relationship between the Customer and Motorola;
Step-in Notice	has the meaning given to it in Clause 44.2 (*Step-In Rights*);
Step-in Service Provider	has the meaning given to it in Clause 44.2 (*Step-In Rights*);
Step-in Trigger Event	has the meaning given to it in Clause 44.2 (*Step-In Rights*);
Step-out Date	has the meaning given to it in Clause 44.7.2 (*Step-In Rights*);
Step-out Notice	has the meaning given to it in Clause 44.7 (*Step-In Rights*);
Step-out Plan	has the meaning given to it in Clause 44.8 (*Step-In Rights*);
Sub-contract	means any contract or agreement between Motorola (or a Sub-contractor) and any person whereby that person agrees to provide to Motorola (or the Sub-contractor) all or any material part of the Services or facilities or services which are material forthe provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof including without limitation contracts between Motorola and a member of the Motorola Group;

Defined Term	Meaning
Sub-contractor	means any person with whom: (a) Motorola enters into or has entered into a Sub-contract; or (b) a person under (a) enters into a Sub-contract, or agents of that person;
Sub-contractor Personnel	means all directors, officers, employees, agents, consultants and non-permanent labour of a Sub-contractor;
Submissions Procedure	means the procedure set out in Appendix 2 of Schedule 2.8 (*Acceptance and Approvals*);
Submission Period	has the meaning given in Paragraph 2.9.1 (*Conditional Milestone Achievement Certificate*) of Schedule 2.8 (*Acceptance and Approvals*);
Sub-processor	has the meaning given in the Data Protection Legislation;
Subject Access Request	means a request made by a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access his or her Personal Data;
Supplier	has the meaning given to it in Clause 14.2.2 (*VAT*);
Supplier Exclusion Ground	means: (a) Motorola has, since the award of the Contract, become an Excluded Supplier or Excludable Supplier (including by reference to an Associated Person) for the purposes of section 78(2)(b) of the Procurement Act 2023); and/or (b) a Relevant Subcontractor, is or becomes an Excluded Supplier or Excludable Supplier for the purposes of section 78(2)(c) of the Procurement Act 2023;
Support Days	has the meaning given to it in Section 4.3.1 (*MXP600 Radio Support*) of Appendix 5 (*Support Services*) of Schedule 2.9 (*Service Management*);
Support Service Charges	means the Charges payable for the Support Services, determined in accordance with Schedule 4.1 (*Charges and Invoicing*);
Support Services	has the meaning given to it in Clause 4.1.4 (*Services*);
Supported Software	means the last three Releases of the TETRA mobile device Software, provided that Software bug fixes will only be applied to the latest version;

Defined Term	Meaning
System	means a single, network digital radio and telecommunications system providing voice connectivity between LUL control centres, certain LUL staff at underground stations and train drivers, comprising the Radio System and the Transmission Network;
System Assets	means the equipment, hardware and software (or component thereof): (a) incorporated in the System; or (b) used by LUL or the Customer (as the case may be) to manage and/or maintain the System which are connected to the System; and (c) Spares owned by the Customer or LUL; and (d) the Transmission Reference Network;
System Enhancement Release Software or **SER Software**	means a minor Software release in-between Releases to provide defect and bug fixes, patches, maintenance releases or modifications of a minor nature for the Software, maintain continuity of supply and occasionally include new features;
System Features	has the meaning given to it in Clause 26.5 (*System Features*);
System Functional Documents	means the high level technical design Documents and records produced and maintained in accordance with Schedule 2.1 (*Technical Specification*) which describes the System functionality, which as at the Contract Date, shall be RAC/ENG/OCD/0001 Operational Concept Document and all relevant Documents contained therein;
System Upgrade Agreement or **SUA**	means a suite of advanced services using Motorola's support experience to provide technical support, network hardware repair, self-installed security patches and System updates for the DIMETRA system;
T5TM Hardware Support Services	has the meaning given to it in Paragraph 10.3 (*Type 5 Train Mobiles and Fixed Mobiles*) of Schedule 2.9 (*Service Management*);
T5TM Repair Services	has the meaning given to it in Paragraph 10.2 (*Type 5 Train Mobiles and Fixed Mobiles*) of Schedule 2.9 (*Service Management*);
T5TM Software Support Services	has the meaning given to it in Paragraph 8.1 (*T5TM Software Support*) of Schedule 2.9 (*Service Management*);
Tapering Charges	has the meaning given to it in Paragraph 5.4 of Schedule 5.1 (*Variation Procedure*);

Defined Term	Meaning
Taxation or **Tax** or **Taxes**	means corporation tax, advance corporation tax, income tax, capital gains tax, inheritance tax, value added tax, national insurance contributions, capital duty, stampduty, stamp duty reserve tax, duties of customs and excise, local authority rates and charges, all taxes, duties or charges replaced by or replacing any of them, and all other taxes on gross or net income, profits or gains, distributions, receipts, sales, use,occupation, franchise, value added, and personal property, and all levies, imposts, duties, charges or withholdings of any nature whatsoever chargeable by any tax authority, together with all penalties, charges and interest relating to any of the foregoing or to any late or incorrect return in respect of any of them but not including any penalties, charges or interest that would not have been payable but for the fraud or negligence of the party that is subject to the penalties, charges or interest;
Technical Services Catalogue	means the pre-defined services (including, as appropriate, associated Charges) that can be requested by the Customer as identified in Schedule 5.2 (*Technical Service Catalogue*);
Technical Services Catalogue Approval	has the meaning given to it in Paragraph 3.3 of Schedule 5.1 (*Variation Procedure*);
Technical Services Catalogue Item	means an item set out in the Technical Services Catalogue;
Technical Services Catalogue Proposal	has the meaning given to it in Paragraph 3.2 of Schedule 51 (*Variation Procedure*);
Technical Services Catalogue Variation	has the meaning given to it in Paragraph 2.5.1 of Schedule 5.1 (*Variation Procedure*);
Telecommunications Act	means the Telecommunications Act 1984 as modified from time to time and/or any other equivalent Law or legislation from time to time which replaces or supplements the Telecommunications Act 1984 and which regulates the running of telecommunications systems;
Telecommunications Licence	means any licence granted under and in accordance with the Telecommunications Act for the running of a telecommunications system;
Telecommunications Services	means the Radio Services and the Transmission Services;
Term	has the meaning given to it in Clause 3.6.1;
Termination Date	means:

Defined Term	Meaning
	(a) in relation to a Service Component, the Service End Date of that Service Component; and (b) in relation to this Contract, the Expiry Date;
Termination Notice	a written notice of termination given by one Party to the other, giving the other Party notice that the Party giving the notice is exercising its right under this Contract to terminate: (a) this Contract; or (b) this Contract to the extent (and only to the extent) that it relates to one (1) or more (but not all) Service Components, as set out in the notice, on a specified date and setting out the grounds for termination;
Test	means a test required to be carried out under this Contract, as further described in Schedule 6.4 (*Project Management*) (and **"Testing"** and **"Tested"** shall be construed accordingly);
Test Plan	means a plan for the testing of Project deliverables;
TfL	means Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
Third NTPP Extension Period	has the meaning given to it in Clause 3.5.1(C);
Third Party	means a person who is not: (a) LUL or a member of the LUL Group; (b) the Customer or a member of the Customer Group; (c) Motorola or a member of the Motorola Group; or (d) an Other Service Provider, (and includes any government body other than LUL, and Third Parties will beconstrued accordingly);
Third Party IPR	means Intellectual Property Rights owned by a Third Party and used by Motorola to provide the Services;
Third Party Property	means any property in respect of which a Third Party or Other Service Provider is theperson entitled to grant property rights (including easements), licences to occupy, access to, and/or use of such property but excluding any Motorola Property;
Traffic Manager	has the meaning given to it in Clause 55.4.6 (*Compliance with Policies and Laws*);

Defined Term	Meaning
Training Plan	has the meaning given to it in Paragraph 1 (*Development of Training Plan*) of Part B (*Motorola Training*) of Schedule 6.7 (*Training*);
Transition Plan	means the Transition Plan included at Appendix 1 (*NTPP Transition Support Plan*) of Schedule 12 (*NTPP Transition*);
Transmission Network	means the transmission system used to provide Voice Services, Video Services and Data Services throughout the Underground Network;
Transmission Reference Network	means the reference network used by LUL and its relevant contractors to carry out testing in relation to the Transmission Network;
Transmission Services	means the services provided to Users by the Transmission Network;
Transparency Commitment	means LUL's commitment to comply with the Local Government Transparency Code of Practice 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 LUL is committed to publishing its contracts, tender documents and data from invoices received;
Ultimate Parent	means Motorola Solutions, Inc. 500 W Monroe Street, Ste 4400 Chicago, USA;
Underground Network	means the stations and depots (wherever situated), assets, systems, track, and other buildings, which are used in the maintenance and provision of the underground service known as the **"London Underground"**;
Underground Service Disruption	means any disruption to customer services on the Underground Network comprising an interruption to train services or station services including train service disruptions, speed restrictions, full line suspensions, full or partial station closures, platform closures, escalator failures (either partial or total failures, that add to each passengers' overall journey time) and lift downtimes;
Upgrade Programme	means the programme of Upgrade Projects to be provided by Motorola in accordance with the provisions of the Contract;
Upgrade ProgrammePlan	means the document produced and maintained which details the sequence, timescales and dependencies of the activities to deliver the Upgrade Programme inaccordance with the provisions of the Contract;

Defined Term	Meaning
Upgrade Project	means a Project for the upgrade of System Assets;
Upgrade Project Description	means, in respect of a Variation for an Upgrade Project: (a) subject to (b), the Initial Upgrade Project Description for that Variation; and (b) when Approved by the Customer, the Final Upgrade Project Description for the Variation;
USD Event	has the meaning given to it in Clause 7.7.2 (*Disruption Losses*);
Useful Life	means, in respect of a System Asset, the period during which: (a) such System Asset will, provided that it is maintained in accordance with the Maintenance Regime, operate with the functionality, performance and reliability specified in the Contract so that, to the extent dependent on the performance of that System Asset, the System continues to meet the Service Levels and the performance requirements set out in Schedule 2.1 (*Technical Specification*) and Schedule 2.2 (*Performance Regime*) in accordance with the relevant System Asset's design and the relevant System Asset's OEM specification; and/or (b) such System Asset will be subject to full support committed to the Customer and otherwise generally available in the market from the relevant OEM or Third Party vendor (including the ability to repair, maintain and/or modify the System) subject to the Customer's payment of applicable pricing on terms otherwise generally available in the market;
User	means any person utilising the System;
Value Added Tax orVAT	means the Government tax of that name including any similar tax which may beimposed in place thereof from time to time;
Variation	means any variation to the System, the Services, or their performance, including additions, omissions, substitutions, alterations, changes in quality, deliverables or timing of the same (and "**Varied**" shall be construed accordingly);
Variation Notice	has the meaning given to it in Paragraph 4.1 of Schedule 5.1 (*Variation Procedure*);
Variation Pricing	has the meaning given to it in Paragraph 4.12.3(J) of

Defined Term	Meaning
	Schedule 5.1 (*Variation Procedure*);
Variation Procedure	means the procedure for considering, approving and implementing Variations as set out in Schedule 5.1 (*Variation Procedure*);
Variation Withdrawal Statement	has the meaning given to it in Paragraph 8.5 of Schedule 5.1 (*Variation Procedure*);
Video Services	means the services classed as "*Video Channels*" in Appendix 3 (*Definition of ServiceTypes for Transmission Services*) to Schedule 2.1 (*Technical Specification – Radio*);
Voice Services	means the services classed as "*Analogue Private Circuits*", "*PABX Extensions*", or "*Direct Line Telephones*" in Appendix 3 to Schedule 2.1 (*Technical Specification – Radio*);
WEEE Equipment	means electrical and electronic equipment as defined in Section 2 of the Waste Electrical and Electronic Equipment Regulations 2006;
Withdrawal Notice	means the document materially in the form of Appendix 4 (*Withdrawal Notice*) to Schedule 5.1 (*Variation Procedure*);
WTA	means the Wireless Telegraphy Act 1949 as modified from time to time and/or any other equivalent Law or Legislation from time to time, which replaces or supplementsthe Wireless Telegraphy Act 1949 and which regulates the authorisation to use radiofrequency spectrum in the UK;
WTA Licence	means any licence granted from time to time under and in accordance with section 1 of the WTA (or any other equivalent Law or Legislation applicable from time to time) toLUL for the use of radio spectrum and frequencies;
X Core	means the hardware product line name for the current version of DIMETRA, and shall include the X Core Equipment;
X Core Equipment	has the meaning given in Appendix 2 (X *Core Equipment List*) to Schedule 2.9 (*Service Management*);
Zetron	means Zetron Communications Limited (company registration number 01847526) whose registered office is at Unit 1 Newlands Science Park, Inglemire Lane, Hull HU6 7TQ;
Zetron Escrow Agreement	means the escrow agreement entered into between Motorola and Zetron with reference number 33332 in relation to the storage and release to Motorola of the

Defined Term	Meaning
	Zetron Package as at the Contract Date (as amended from time to time);
Zetron Package	means the latest version of the Source Code of the Zetron Software (and associated documentation and build materials, sufficient to enable a reasonably skilled IT professional to build, operate, maintain and modify such software);
Zetron Release	means the receipt by Motorola of the Zetron Package following the occurrence of a Release Event under the terms of the Zetron Escrow Agreement;
Zetron Software	means the Software provided by Zetron to Motorola which is incorporated in or otherwise used by the Motorola Technical Solution;

SCHEDULE 2.1

TECHNICAL SPECIFICATION – RADIO

SCHEDULE 2.2

PERFORMANCE REGIME

SCHEDULE 2.2

PERFORMANCE REGIME

1. INTRODUCTION

The purpose of this Schedule is to set out:

1.1 the expected Service Levels; and

1.2 the applicable Service Credits/Service Debits that will accrue for failure to meet the Service Levels.

2. GENERAL REQUIREMENTS

NOT USED

3. MEASUREMENT OF TIME TO RESPOND TO FAULTS

3.1 Motorola will respond to faults in accordance with the definitions and response times set out Appendix 2 tables Table 1 and Table 2.

3.2 Motorola Remote Restoration Response Times are in accordance with the definitions and response times set out Appendix 2 Table 3.

3.3 Severity Levels are defined in Appendix 2 Table 1.

4. SERVICE CREDITS

Motorola shall at all times perform the Support Services to meet the Service Levels as defined in Appendix 3. In the event of any failure or failures by Motorola to achieve the Service Levels, any Service Credits accrued under this Schedule shall be set off against any Service Debits payable by the Customer to Motorola or, if no Service Debits are payable, shall be added to the Charges for the relevant Period and paid by Motorola to the Customer. The specified Service Credits shall be subject to indexation in accordance with the provisions of this Contract.

5. SERVICE DEBITS

The Customer shall at all times perform the Support Services to meet the Service Levels as defined in Appendix 3. In the event of any failure or failures by the Customer to achieve the Service Levels, any Service Debits accrued under this Schedule shall be set off against any Service Credits payable by Motorola to the Customer or, if no Service Credits are payable, shall be added to the Charges for the relevant Period and paid by the Customer to Motorola. The specified Service Debits shall be subject to indexation in accordance with the provisions of this Contract.

APPENDIX 1

NOT USED

APPENDIX 2

SERVICE LEVEL DEFINITIONS & RESPONSE TIMES

Table 1- Severity Level Definitions

The Severity Levels definitions in this table will be used to determine the maximum response times.

SEVERITY LEVEL	SEVERITY DEFINITION
Severity 1 Major Fault	This is defined as fault that causes the system to have a complete loss of functionality of any Core Service*. The following are examples of this kind of failure: • Total inability to access a System • Total failure of any Core Service* • More than 33% of a System's sites in Site Trunking mode • An ongoing virus outbreak detected by the Motorola-provided Antivirus program or an ongoing intrusion attempt detected by the ISS Intrusion detection system • Loss of a Core Site • Security is non-functional or degraded. For example, DDoS attacks on the firewalls, anti-virus management server unavailable, firewalls unavailable with no redundant servers or firewalls. • More than 40% of a site's DCS are down (not providing service to 40% of DCS clients)
Severity 2 Intermediate Fault	This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of Core Services* or the Customer has extreme difficulty in maintaining communications The following are examples of this kind of failure: • Less than 33% of a System's sites in Site Trunking mode • Failure of a single Zone Controller • A continuous reduction in capacity or functionality of Core Services • Failure of a 50% of dispatcher positions (consoles) at one control room • Intermittent faults which occur frequently and have a major impact on core services* e.g. Loss of audio or unable to send short data. • Failure of any single NM server • A suspected virus outbreak or intrusion event which hasn't been detected by the system • Repeated attempts of unauthorised access detected by the RSA authentication component of the system • NICE Voice Logging: Logger server, AIS, Inform server or Backup server down. No redundant server available
Severity 3 Minor Fault	This is defined any fault or variation from specification, which reduces the functionality efficiency or usability of Core Services* The following are examples of this kind of severity: • Intermittent faults which occur infrequently which impacts Core Services* e.g. TSC reset or router reset • Root cause analysis on a recovered failure • Any configuration work • Failure of a single base station • License warnings from any of the network security components (Unless this was preventing the loading of the pre-tested network security updates) • Reports problems

	• NICE Voice Logging - Logger server, AIS, Inform server or Backup server down. Redundant server available
Severity 4 Minor Fault	Issues that fall into this category are: Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. Faults that have no impact in how the user perceives the system to work, cosmetic issues. The following are examples of this kind of severity: • Request for information Root cause analysis on a recovered failure • Assistance with routine or planned maintenance, upgrades to a system. • Cosmetic faults • Documentation issues

*Core Service is defined as Voice, Data and Network Management.

Table 2- Severity Level Response Goals

SEVERITY LEVEL	RESPONSE TIME
Severity 1	A Motorola SSC Technical Engineer will make contact with the Customer's technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technical Engineer will make contact with the Customer's technical representative within four hours of the request for support being logged at the issue management system. Response provided 24 x 7.
Severity 3	A Motorola SSC Technical Engineer will make contact with the Customer's technical representative within the next Business Day of the request for support being logged at the issue management system. Response provided Monday through Friday 8AM to 5PM UK time, excluding public holidays.
Severity 4	A Motorola SSC Technical Engineer will make contact with the Customer's technical representative within seven (7) Business Days of the request for support being logged at the issue management system. Response provided Monday through Friday 8AM to 5PM UK time, excluding public holidays.

Table 3– Remote Restoration Response Times

Table 3 details the response time for Remote Restoration services

SERVICE	RESPONSE TIME
Remote Restoration	A Motorola technical engineer will remotely apply a solution which will temporarily or permanently restore the impaired system functionality within eight hours of the technical support engineer contacting the Customer as per the severity levels listed in Severity Level Response goals. The Service Level Agreement included in this service does not apply to the Legacy System Assets Core, nor include the time required for the Customer to provide Motorola with remote access into their system or does it include the time required for an on-site technician to perform the task, or travel and site access times.

APPENDIX 3

SERVICE CREDIT/SERVICE DEBIT REGIMES TO BE APPLIED TO THE SUPPORT SERVICES

Service Debits are Motorola's exclusive remedy for obtaining relief for the items described in table 1 and failure to provide or perform the items in table 1 do not constitute a Dependency Failure or a Relief Event *(*without prejudice to the Dependencies in *Schedule 3.1 (Dependencies))*.

Note, for any item marked (a) in column "Event/Element" read the corresponding item (a) in Service Credit.

Table 1 Service Credits/Debits

	Event/Element	**Service Credit/Service Debits**	**Limitations / Exclusions to Service Credit**	**Notes**
	Performance of Work			
1.	**Software Support:**	Service Credits Per Period	Not the Legacy Radio System	
1a	Supply of SER Upgrade Kit within 42 days of the Customer's request.			
	(a) Delay less than 4 days	(a) [redacted]		
	(b) Delay more than 4 less than 10 days	(b) [redacted]		
	(c) Delay more than 10 less than 20 days	(c) [redacted]		
	(d) Delay more than 20 less than 42 days	(d) [redacted]		
	(e) Delay more than 42 less than 90 days	(e) [redacted]		
	(f) Delay of each 4-day increment over 90 days to max 180 days	(f) [redacted]		
	(g) Beyond 180 days.	(g) [redacted]		

1b	Implementation by the Customer of SER within 90 days of receipt from MOT. (a) Delay less than 4 days (b) Delay more than 4 less than 10 days (c) Delay more than 10 less than 20 days (d) Delay more than 20 less than 42 days (e) Delay more than 42 less than 90 days (f) Delay of each 4-day increment over 90 days to max 180 days (g) Beyond 180 days. Excluding any period(s) for which LUL have withheld approval for access in order to implement the SER.	Service Debits Per Period (a) [redacted] (b) (c) (d) (e) (f) (g)	Not the Legacy Radio System	
2. 2a	Hardware Repair Level 3: Infrastructure FRUs Delay by MOT in despatching FRU within next Business Day following the Customer's request. (a) Delay less than 24 hrs (b) Delay more than 24 less than 48 hrs (c) Delay more than 48 less than 96 hrs (d) Delay more than 96 hrs less than 7 days	Service Credits Per Period (a) [redacted] (b) [redacted] (c) [redacted] (d) [redacted]	Not the Legacy Radio System FRUs	

	(e) Delay of each 1-day increment over 7 days to max 14 days. (f) Beyond 14 days.	(e) [redacted] (f) [redacted]		
2b	Infrastructure FRUs Delay by the Customer to dispatch faulty FRU within next Business Day of replacement request to Motorola. (a) Delay less than 24 hrs (b) Delay more than 24 less than 48 hrs (c) Delay more than 48 less than 96 hrs (d) Delay more than 96 hrs less than 7 days (e) Delay of each 1-day increment over 7 days to max 30 days. (f) Beyond 30 days.	Service Debits Per Period (a) [redacted] (b) (c) (d) (e) (f)	Not the Legacy Radio System FRUs	
2c	Subscriber Repairs (MXP600 Handportables,). Delay by Motorola in Repair Turn round of 7 days (a) Delay less than 1 day (b) Delay more than 1 less than 2 days (c) Delay more than 2 less than 4 days (d) Delay more than 4 less than 7 days	Service Credits Per Period (a) [redacted] (b) [redacted] (c) [redacted] (d) [redacted]	Not the Legacy Radio System Subscribers	

	(e) Delay of each 1-day increment over 7 days up to 30 days (f) Beyond 30 days.	(e) [redacted] (f) [redacted]		
2d	Train Mobiles currently excluded as Legacy	Service Credits Per Period	Legacy Train Mobiles excluded	
3. 3a	Support System: Customer Support Request – Severity Level 1 – Telephone response within 60 minutes (a) Delay less than 15 minutes (b) Delay more than 15 minutes less than 30 minutes (c) Delay more than 30 minutes less than 60 minutes (d) Delay more than 60 minutes less than 180 minutes (e) Delay of each 15 minute increment over 180 minutes up to 720 minutes (f) Beyond 720 minutes	Service Credits Per Period (a) [redacted] (b) [redacted] (c) [redacted] (d) [redacted] (e) [redacted] (f) [redacted]	Not the Legacy Radio System after the Migration period	
3b	Customer Support Request – Severity Level 2 – Telephone response within 4 hours (a) Delay less than 60 minutes (b) Delay more than 60 minutes less than 2 hours	Service Credits Per Period (a) [redacted] (b) [redacted]	Not the Legacy Radio System after the Migration period	

	(c) Delay more than 2 hours less than 4 hours (d) Delay more than 4 hours less than 8 hours (e) Delay of each 60 minute increment over 48 hours up to 12 hours (f) Beyond 12 hours	(c) [redacted] (d) [redacted] (e) [redacted] (f) [redacted]		
3c	Customer Support Request – Severity Level 1 & 2 – On Site Attendance within 4 Hrs (a) Delay less than 1 hour (b) Delay more than 1 less than 2 hours (c) Delay more than 2 less than 4 hours (d) Delay more than 4 hrs less than 8 hours (e) Delay of each 1-hour increment over 8 hours up to 24 hours (f) Beyond 24 hours.	Service Credits Per Period (a) [redacted] (b) [redacted] (c) [redacted] (d) [redacted] (e) [redacted] (f) [redacted]	Not the Legacy Radio System after the Migration period	
3d	Customer Support Request – Severity Level 3 – Motorola to respond to the Customer by next Business Day (a) Delay less than 1 Business Day (b) Delay more than 1 Business Day than 3 Business Days	Service Credits Per Period (a) [redacted] (b) [redacted]	Not the Legacy Radio System after the Migration period	

	(c) Delay more than 3 Business Days less than 7 Business Days (d) Delay more than 7 Business Days less than 10 Business Days (e) Delay of each day increment over 10 Business Days up to 21 Business Days (f) Beyond 21 Business Days.	(c) [redacted] (d) [redacted] (e) [redacted] (f) [redacted]		
3e	Provision of monthly reports to the Customer by Motorola (a) Delay less than 3 days (b) Delay more than 3 less than 1 week (c) Delay more than 1 less than 2 weeks (d) Delay more than 2 less than 4 weeks (e) Delay of each 3-day increment over 28 days up to 84 days (f) Beyond 84 days.	Service Credits Per Period (a) [redacted] (b) [redacted] (c) [redacted] (d) [redacted] (e) [redacted] (f) [redacted]		
3f	Provision of reports to Motorola by the Customer (a) Delay less than 3 days (b) Delay more than 3 less than 1 week (c) Delay more than 1 less than 2 weeks (d) Delay more than 2 less than 4 weeks	Service Debits Per Period (a) [redacted] (b) (c) (d)		

	(e) Delay of each 3-day increment over 28 days up to 84 days (f) Beyond 84 days.	(e) (f) [redacted]		
	Cumulative Arrangements			
5. 5a	Deficiency Points Cumulative Deficits (a) 1 deficit (b) 2 deficits (c) 3-5 deficits (d) 6+	Per Period (deduct any credit points awarded) (a) (b) (c) (d) [redacted]		
5b	Six Monthly Cumulative Deficits (a) 5 or less deficits (b) 6 to 8 deficits (c) more than 8 deficits	Each full or half year anniversary (a) Corrective Action Plans to be provided by Motorola and implemented by time agreed (b) Above plus the Customer may require Contract price not to be increased. (c) The Customer may terminate contract for breach.		

APPENDIX 4

REPORT REQUIREMENTS

1. **FAULT REPORTING**

1.1 Five (5) Business Days prior to the Service Management Review, Motorola shall submit to the Customer a detailed report highlighting the following:

1.1.1 Quantity of each type of spare returned

1.1.2 Fault report of each spare

1.1.3 Time to repair/replace

1.1.4 Quantity of calls received

1.1.5 Report of call/email activity

1.1.6 Subscriber turnaround times

1.1.7 Response time reports

2. **MTBF REPORTING**

2.1 At the end of each calendar year, Motorola shall submit the following report prior to the first Service Management Review.

2.2 MTBF performance for the System elements as described and measured against targets described in Schedule 2.9 *(Service Management).*

2.3 Each calendar year the Customer will agree and provide a report to Motorola detailing the Faults and remedies completed by the Customer relevant to the specific issue(s).

SCHEDULE 2.3

ACCESS

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1. **PRELIMINARY**

1.1 This Schedule sets out the conditions on which:

1.1.1 Motorola may have access to LUL Property, the Customer Property and Third Party Property; and

1.1.2 the Customer may have access to Motorola Property.

1.2 The right of, or permission to Motorola to access LUL Property, the Customer Property and Third Party Property for the permitted purpose (whether or not also referred to in this Schedule) shall be exercised as set out in this Schedule 2.3 (*Access*).

1.3 Nothing in this Schedule shall grant or imply any interest in land in or over LUL Property, the Customer Property and Third Party Property in favour of Motorola, its contractors, Sub-contractors, agents, or employees. Any access permitted to Motorola shall be exercised as mere licensee (subject only to the express rights granted to Motorola pursuant to this Contract).

2. **DEFINITIONS AND INTERPRETATIONS**

In this Schedule:

2.1.1 maintain means inspect, test, maintain, cleanse, repair, rebuild, renew, replace, alter, isolate, protect, disconnect and remove (as appropriate);

2.1.2 construct means lay, install, position, construct, build and erect (as appropriate);

2.1.3 any reference to either the Customer or Motorola exercising access shall be construed as being access exercised by any of them, their respective employees, agents, Sub-contractors and contractors (as appropriate) and in any case where either Party has an obligation or is permitted to exercise a right or has the benefit of any matter under this Contract, it shall in each case be deemed to include or extend to such employees, agents, Sub-contractors or contractors and the Parties shall be responsible for ensuring compliance or observance by such persons with the conditions as to such access accordingly.

3. **ACCESS BY MOTOROLA TO LUL PROPERTY AND CUSTOMER PROPERTY**

3.1 The Customer shall procure all necessary consents and/or rights of access to all LUL Property and Customer Property required in order for Motorola to perform the Services subject to the following Paragraphs 3.2 to 3.9 and, Motorola shall provide the Customer with any reasonable assistance requested by the Customer in relation to these consents and/or rights of access.

3.2 Motorola may (subject always to Paragraph 6 of this Schedule 2.3 (*Access*) and obtaining the permissions and conditions referred to in this Paragraph 3 of this Schedule 2.3 (*Access*) below) exercise access to LUL Property and Customer Property with or without vehicles, plant, equipment, apparatus, machinery and materials (depending upon whether or not the relevant part of LUL Property and Customer Property is capable of supporting such) in the following circumstances and on the following terms:

3.2.1 to carry out and perform the Services and any obligations under the Contract and to exercise any rights granted by the Contract;

3.2.2 to exercise any right or permission granted to or perform or comply with any obligation imposed on Motorola by this Contract;

3.2.3 to construct maintain and connect into (but not so as to overload them allowing a due margin for safety) the existing and any new Conducting Media in each case as permitted under the Contract and subject to the load application approved in advance by the Customer;

3.2.4 in an emergency, to do anything reasonably necessary to ensure or preserve the safety of any person or to protect any property on LUL Property and Customer Property;

3.2.5 subject to the prior approval of the appropriate member of staff, station supervisor or local supervisor, to use any facilities located at or on LUL Property and Customer Property (including canteens, washrooms, restrooms and parking areas) within the vicinity of a LUL Property and Customer Property in respect of which Motorola is undertaking work to the extent any such facilities are available at the times and on the conditions notified to Motorola by LUL or the Customer (as applicable) or, if not so notified, at all reasonable times in accordance with the then existing usage; and

3.2.6 to pass over LUL Property and Customer Property (as applicable but not unless otherwise permitted from time to time to load or unload) to and from Motorola Property and the facilities referred to in Paragraph 3.2.5 of this Schedule 2.3 (*Access*) above, and/or other Third Party Property for all purposes in connection with the use by Motorola of such property (as described in sub-Paragraphs 3.2.1 to 3.2.5 above) at such times and over such parts of LUL Property and Customer Property as may from time to time be specified by the relevant land owner for safety or operational reasons.

Permissions required for Access

3.3 Motorola access to:

3.3.1 LUL Property shall be arranged by the Customer in accordance with the Access Booking Arrangements operated in relation to LUL Property from time to time by LUL; and

3.3.2 Customer Property in accordance with the relevant access regulations operated in relation to such property from time to time by the relevant land owner.

3.4 Motorola shall follow such route or routes as the Customer may from time to time prescribe and Motorola shall not, except in emergency or as otherwise instructed by any representative of the Customer, deviate from the route(s) so prescribed.

3.5 Where any route prescribed by the Customer in accordance with 3.4 of this Schedule 2.3 (*Access*) is via Third Party Property, the Customer shall (in the event that objection is raised by such third party to Motorola using such route) use reasonable endeavours to procure that Motorola may effect access by such route and both Parties shall ensure that such rights (so far as reasonably possible) extend to and shall be for the benefit of Motorola its employees, agents, contractors and subcontractors.

Conditions to be observed during Access

3.6 At all times while on LUL Property and Customer Property**,** Motorola (having been granted access) shall comply with:

3.6.1 the terms and conditions set out in the Access Booking Arrangements or other relevant access regulations and upon which access has been allowed, provided that if Motorola can demonstrate that the addition or variation of such other rules, conditions or procedures increases the costs of Motorola's provision of the Services, such addition or variation shall be considered and implemented in accordance with the Variation Procedure; and

3.6.2 orders and instructions properly issued by any Customer or LUL (where LUL is not the Customer) representative.

3.7 In the event of any conflict between procedures set out in Paragraph 3.6.1 and 3.6.2 of this Schedule 2.3 (*Access*), the orders and instructions of any Customer or LUL (where LUL is not the Customer) representative shall take precedence but Motorola shall in any such case use its reasonable endeavours to inform the Contract Manager as soon as reasonably practicable of the conflict and of the order or instruction.

3.8 Without prejudice to Clause 46 (*Force Majeure*) and the provisions of Schedule 3.1 (*Dependencies*), the Customer may interrupt any exercise by Motorola of any access rights to or over LUL Property and Customer Property at any time with or without notice.

3.9 Without prejudice to Clause 46 (*Force Majeure*) and the provisions of Schedule 3.1 (*Dependencies*), the Customer will where practicable give prior written notice of any intended temporary closure of any part of LUL Property and Customer Property in respect of which access has been booked in accordance with this Schedule or other interruption, but shall not be obliged to do so and Motorola shall obey any instructions given by a representative of the Customer informing it of any such interruption and ordering it to leave such LUL Property and Customer Property.

4. ACCESS BY THE CUSTOMER TO MOTOROLA'S PREMISES

4.1 Provided that not less than forty-eight (48) hours prior notice is given (except in the case of an emergency where as much notice as is reasonably practicable shall be given), the Customer (and, where LUL is not the Customer, LUL) shall be entitled to effect access to Motorola Property in the following circumstances:

4.1.1 to audit Motorola's performance under the Contract only to the extent provided for in Clause 19 (*Records, Audit, Inspection and Notification*);

4.1.2 to exercise any rights under Clause 44 (*Step-in Rights*) of the Contract;

4.1.3 in emergency, to do anything necessary to protect life or property;

4.1.4 to take inventories of any Customer-owned Spares;

4.1.5 to the extent reasonably required to exercise any other right or power of the Customer or perform or comply with any obligation imposed on the Customer by the Contract, the Telecommunications Licence or by any regulatory or legislative body;

4.1.6 for the Customer (and/or, where LUL is not the Customer, LUL) to witness any FATs or testing as set out in the Upgrade Programme Plan or as identified in any Variation.

5. ACCESS TO THIRD PARTY PROPERTY

5.1 The Customer shall procure all necessary consents and/or rights of access to all Third Party Property required in order for Motorola to perform the Services and, Motorola shall provide the Customer with any reasonable assistance requested by the Customer in relation to these consents and/or rights of access.

5.2 The Customer shall be responsible for arranging access to Third Party Property to the extent it is required by Motorola in order to perform the Services.

5.3 Motorola shall comply with any reasonable access requirements of any Third Party in respect of Third Party Property to the extent it is required in order to perform the Services as notified to Motorola by the Customer from time to time and the Customer shall use reasonable endeavours to assist Motorola in arranging such access to Third Party Property.

6. ACCESS BY THIRD PARTIES TO MOTOROLA PROPERTY

6.1 Motorola shall permit access to the Motorola Property to any person having any statutory or regulatory rights of access, in accordance with and to the extent required by such rights and shall permit access to the British Transport Police (or any comparable body (including ORR or RAIB)), for all purposes connected with the safety or security of the System and the Underground Network including for the purposes of inspecting or reviewing security arrangements or conducting security checks, and in such circumstances, Motorola shall immediately (and, in any event, as soon as reasonably practicable thereafter) notify the Contract Manager or Contract Manager's representative.

7. OTHER ACCESS ISSUES

7.1 Where the Customer permits Motorola to load or unload vehicles, plant, equipment, apparatus, machinery and materials or where Motorola enjoys access to any LUL Property, Customer Property or Third Party Property via the public highway Motorola shall comply

with any conditions notified by the Customer as to the time or frequency or manner of exercise of such activities. In carrying out such activities Motorola will use reasonable endeavours to avoid or mitigate any nuisance to users of the highway and to occupiers of neighbouring properties.

7.2 Motorola shall:

7.2.1 be responsible for planning its performance under the Contract so as to take account of the Access Booking Arrangements or other relevant access regulations or the physical resources available on LUL Property, Contractor Property and Third Party Property; and

7.2.2 plan and perform the Services so as to ensure the best use of the Access Booking Arrangements or other access regulations and the resources and so as to minimise so far as reasonably practicable unnecessary requests for access or resources.

7.3 Motorola acknowledges that the Customer may, at any time, cancel or curtail Motorola's access to LUL Property, Contractor Property and Third Party Property for operational or logistical reasons and Motorola shall use reasonable endeavours to mitigate the impact of any delay caused or costs incurred due to the Customer cancelling or curtailing Motorola's access in accordance with this Paragraph 7.3. Nothing in this clause shall prejudice Motorola's rights to claim relief in accordance with Clauses 39 (*Duty to Warn*), 40 (*Dependency Warning Notices*) and 45 (*Dependency Failures and Relief Events*).

Damage Caused by Motorola

7.4 Motorola shall in exercising access cause as little damage, disturbance and inconvenience to LUL Property, Customer Property or Third Party Property or other premises or hazard to persons using the same as is reasonably practicable and shall forthwith make good to the reasonable satisfaction of the Contract Manager.

7.5 Where Motorola causes any damage to LUL Property, Customer Property or Third Party Property, Motorola shall notify the local supervisor as soon as possible and undertake such actions as are reasonably required by the local supervisor to ensure the safety of the Underground Network and, where reasonably requested to do so by the Customer shall as soon as reasonably practicable make good to the reasonable satisfaction of the Contract Manager or relevant Third Party all damage thereto which is thereby occasioned.

SCHEDULE 2.4

ASSET MANAGEMENT

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1. **ASSET MANAGEMENT FOR THE X CORE HARDWARE**

General Asset Management Obligations

Motorola shall manage, repair, replace and protect the X Core Radio System Assets by:

1.1.1 ensuring that the condition and performance of the X Core Radio System Assets are as required for:

(A) the Telecommunications Services to meet the Service Levels set out in Schedule 2.2 (*Performance Regime*); and

(B) Motorola to comply with its obligations to provide the Services in accordance with this Contract;

1.1.2 doing so in a manner which:

(A) is consistent with each X Core Radio System Assets always having a Useful Life that is maintained for the Term; and

(B) optimises the life of the X Core Radio System Assets and minimises their associated whole life costs;

1.1.3 supporting the Customer as appropriate with the Customer Asset Management Policy and the Asset Management Strategy which has been Approved or determined by the Customer from time to time;

1.1.4 repairing and rectifying all Faults in accordance with Schedule 2.9 *(Service Management Requirements)* and Schedule 2.2 (*Performance Regime)*;

1.1.5 complying with Motorola's obligations set out in this Contract, including Schedule 2.9 (*Service Management Requirements*) in relation to the management and resolution of Incidents and the rectification of Faults;

1.1.6 complying with all applicable Standards and Laws; and

1.1.7 complying with Good Industry Practice.

2. **ASSET MANAGEMENT SYSTEM**

2.1 Motorola shall record details of work undertaken by Motorola on the X Core Radio System Assets and to carry out any other activities in relation to the collection of asset data as are reasonably required for Motorola to fulfil its obligations under this Contract.

2.2 Not Used

2.3 Motorola will record repair history by Radio System asset and shall ensure that:

2.3.1 where possible, the asset management information will be logically separated from any other systems and data of Motorola and any third parties; and

2.3.2 is transferable (whether by data migration and document transfer or otherwise) to an alternative asset management system operated by or on behalf of the Customer either in accordance with the Exit Plan or at any time requested by the Customer so as to minimise the Customer costs and optimise the transfer.

3. **ASSET REGISTER**

Motorola shall support the Customer as required with provision of X Core Motorola asset details, where available, as follows:

3.1.1 asset description;

3.1.2 Motorola's proprietary part number for the asset;

3.1.3 asset manufacturer (if different from Motorola);

3.1.4 the original manufacturer part numbers;

3.1.5 quantity expected to be installed in the network;

3.1.6 rack number and shelf the asset is located in (if applicable);

3.1.7 asset serial numbers;

3.1.8 if any modification has been made to the asset;

3.1.9 asset manufacture date (where available);

3.1.10 asset commissioning date (where relevant as the Customer may perform this);

3.1.11 asset acceptance date;

3.1.12 asset in-service date;

3.1.13 asset warranty start date;

3.1.14 asset warranty period; and

3.1.15 asset software / firmware versions.

4. **X CORE SPARES AND CONSUMABLES MANAGEMENT**

Motorola shall:

4.1.1 maintain a Spares holding of sufficient scope and volume to enable it to perform the Services in accordance with this Contract; and

4.1.2 provide storage facilities for its Spares holding and maintain the Spares holding in good, clean and serviceable condition.

5. **X CORE OBSOLESCENCE MANAGEMENT AS COVERED BY THE SUA**

Obsolescence shall be managed by Motorola in accordance with, and pursuant to, Motorola's SUA obligation as set out in Schedule 2.9 (*Service Management Requirements).*

6. **X CORE OBSOLESCENCE MANAGEMENT EXCLUDED FROM SUA**

For equipment not set out in Schedule 2.9 (*Service Management Requirements),* Motorola's obligations shall be as follows:

6.1 In relation to any Spares for equipment which Motorola ceases manufacture during the Term, Motorola shall:

6.1.1 notify the Customer immediately;

6.1.2 calculate its anticipated requirements for the obsolete Spares to meet its obligations under this Contract for the remainder of the Term following cessation of manufacture of the obsolete Spares and its consideration of its requirements shall include, but not be limited to, the following issues:

(A) the MTBFs for the obsolete equipment in which the obsolete Spare is utilised as contained in Schedule 2.2 (*Performance Regime*);

(B) the actual historical MTBFs of the obsolete equipment in which the obsolete Spare is utilised as determined by the data for such equipment utilised in the system prior to the decision to cease manufacture; and

(C) the actual historical requirements for obsolete Spares for all reasons, including but not limited to, damage caused by third parties, utilised in the System prior to the decision to cease manufacture.

6.2 For the avoidance of doubt, the provisions of this Paragraph 6 shall be without prejudice to the Motorola's obligation to ensure that it has sufficient Spares to perform its obligations under this Contract.

6.3 Upon the termination or expiry of this Contract Motorola agrees to sell to the Customer (or LUL, if LUL is not the Customer) the obsolete Spares stockholding at a price to be mutually agreed, and:

6.3.1 Motorola shall notify the Customer (or LUL, if LUL is not the Customer) as soon as it becomes aware of the last time buy date for an item of equipment; and

6.3.2 Motorola agrees to sell to the Customer (or LUL, if LUL is not the Customer) such quantities of the equipment as they may request, subject to availability, at the prices and against delivery times and against the terms and conditions specified in Schedule 5.2 (*Technical Services Catalogue)* (or if there is no such price in Schedule 5.2 (*Technical Services Catalogue),* the highest price the Customer (or LUL, if LUL is not the Customer) has previously paid under the Contract for such obsolete Spares, subject to indexation).

SCHEDULE 2.5

SECURITY MANAGEMENT

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PART A

ESTABLISHMENT OF SECURITY MANAGEMENT CAPABILITY

1. SCOPE AND PURPOSE

1.1 This Schedule 2.5 (*Security Management*):

1.1.1 in this Part A:

(A) sets out the principles of protective security to be applied by Motorola in its delivery of the Services in the Pre-NTPP Term and the NTPP Motorola Term; and

(B) sets out the Customer's security requirements of Motorola at an enterprise level;

1.1.2 in Part B, requires Motorola to establish, operate and maintain an Information Security Management System and to establish, maintain and comply with:

(A) a Security Management Plan (which includes the Cyber Security Management Plan);

(B) personnel and device identification and access controls relating to the delivery of the Services;

(C) Security Incident management processes, for actual, attempted and potential breaches of security; and

(D) processes for the secure disposal of System Assets;

1.1.3 in Part C, sets out Motorola's obligations in relation to testing, auditing and demonstrating compliance with the security requirements set out in this Contract; and

1.1.4 in Part D, sets out specific obligations in relation to the Airwave Service.

2. OVERARCHING SECURITY MANAGEMENT PRINCIPLES

2.1 Motorola acknowledges that security, data protection and confidentiality are of fundamental importance in relation to its provision of the Services and LUL's ability to retain public confidence. Motorola shall at all times comply with the provisions of this Contract that relate to the security aspects of Motorola's Service delivery and, in particular this Schedule 2.5 (*Security Management*).

2.2 Motorola shall at all times ensure that, and shall manage its Sub-Contractors as is necessary to ensure that:

2.2.1 security threats to the Services and the Radio System are minimised and mitigated to the extent possible within the current capabilities and restrictions imposed by the Radio System from time to time;

2.2.2 the Services and the Radio System shall fully comply at all times with:

(A) this Schedule (including the provisions of Appendix 1 (*Cyber Security Requirements*);

(B) the Security Standards (save where the Customer has granted an express written waiver by way of a Variation or as part of declining a proposed Upgrade Project);

(C) any security requirements set out in Schedule 2.1 (*Technical Specification*);

(D) the risk management processes and approach set out in Schedule 6.7 (*Risk Management*);

(E) the Security Management Plan; and

(F) Good Industry Practice,

except that nothing in Paragraph 2.2.2(A)-2.2.2(F) shall oblige Motorola to make any changes to the Radio System, except where the relevant aspect of the Radio System is subject to a Variation under the Variation Procedure set out in Schedule 5.1 (*Variation Procedure*), as set out in this Schedule 2.5 (*Security Management*) or as otherwise may be required under this Contract.

2.3 In fulfilling its obligations under this Schedule 2.5 (*Security Management*), Motorola shall provide the Customer with such support and Documentation as the Customer may reasonably require to assist in the development and maintenance of the Customer's own security management plan.

3. ENTERPRISE-LEVEL SECURITY REQUIREMENTS

3.1 Information Assurance at enterprise level

Motorola shall ensure that it has and maintains an enterprise-wide information security policy, which shall as a minimum include IT policies, standards, and procedures, to manage technology risks and safeguard information system assets.

3.2 Compliance with ISO 27001

3.2.1 Motorola shall obtain, from a UKAS-registered organisation, certification of the Information Security Management System to the ISO 27001 Standard for the aspects of Motorola's business involved in or supporting delivery of the Services. Motorola shall hold such certification at the Contract Date and shall maintain such certification throughout the Term.

3.2.2 If certain parts of the Information Security Management System do not conform to Good Industry Practice or controls as described in the ISO 27001 Standard and Schedule 2.6 (*Standards*), Motorola shall promptly notify the Customer of this.

3.2.3 The Customer may, in accordance with Part C (*Monitoring, Audit* and Compliance), require Motorola to demonstrate its ongoing compliance with the principles and practices of the ISO 27001 Standard.

3.3 Malicious Software

Motorola shall comply with its obligations in relation to Malicious Software set out in this Contract including those set out in Clause 31.10 (*Malicious Software*).

3.4 Backups

Motorola shall ensure that essential business operational information and documentation and other critical documentation is backed up and accessible off site.

PART B

INFORMATION SECURITY MANAGEMENT SYSTEM

4. INFORMATION SECURITY MANAGEMENT SYSTEM

4.1 Motorola shall develop, implement, operate, maintain and regularly improve its own information security management system in relation to the provision and management of the Services (the **"Information Security Management System"**).

4.2 Motorola shall carry out a full and thorough review of the Information Security Management System in accordance with the ISO 27001 Standard at least annually so that it continues to respond to:

4.2.1 changes to Good Industry Practice;

4.2.2 any relevant change in operational processes, Variation and/or associated processes;

4.2.3 any newly perceived or changed security threats; and

4.2.4 any reasonable request by the Customer.

4.3 Motorola shall confirm the results of such reviews to the Customer by way of Motorola's maintenance of its compliance certificates with the ISO 27001 Standard.

4.4 To the extent such suggested improvements, upgrades or proposed modifications, if agreed by the Customer, require changes to this Contract, they shall be implemented in accordance with the Variation Procedure.

5. SECURITY MANAGEMENT PLAN

5.1 Within the timescales identified in Section 12 (*Cyber Security Reporting*) of Appendix 1 (*Cyber Security Requirements*) Motorola shall submit to the Customer for approval (and thereafter maintain and comply with) a Security Management Plan which as a minimum shall:

5.1.1 set out Motorola's planned security management activities in respect of the Services and the System (insofar as the scope of Motorola's activities under this Contract interfaces with the System);

5.1.2 set out specifically the cyber security measures to be implemented and maintained by Motorola in relation to all aspects of the Services and all processes associated with the delivery of the Services and which are sufficient to ensure that the Services comply with this Schedule 2.5 (*Security Management*) and any security requirements set out in Schedule 2.1 (*Technical Specification*) and Schedule 2.9 (*Service Management Requirements*);

5.1.3 state all relevant policies and standards from Appendix 2 (*List of Relevant Policies and Standards*) of this Schedule 2.5 (*Security Management*) and Schedule 2.6 (*Standards*) which relate to the security of the Services (including, specifically, those which relate to cyber security);

5.1.4 state any other security industry standards (including, specifically, any other cyber security standards) over and above those set out in this Schedule 2.5 (*Security Management*) that apply to the Services;

5.1.5 state how Motorola shall comply with any other security requirements (including, specifically, any cyber security requirements) the Customer may reasonably request from time to time;

5.1.6 set out how Motorola will ensure that its Spares strategy complies with Paragraph 8 (*Spares*); and

5.1.7 how Motorola will perform its obligations and act in a way that does not reduce the resilience of the Radio System's network management facilities.

5.2 Motorola shall review and update the Security Management Plan at least annually and as required in response to:

5.2.1 changes to any relevant Standards (including, specifically, the Cyber Security Standards);

5.2.2 emerging changes in Good Industry Practice;

5.2.3 any relevant Variation and/or change in Service delivery (including as a change in phase of the NTPP Transition Support Activities);

5.2.4 any new perceived or changed security threats; and

5.2.5 any reasonable request by the Customer.

5.3 Motorola shall submit any amendments to the Security Management Plan for approval by the Customer via the Submissions Procedure.

6. SECURITY MANAGER

Motorola shall appoint a member of Motorola Personnel to act as a security point of contact for the duration of the Term and provide written confirmation of such appointment to the Customer (the "**Security Manager**"). The Security Manager shall be responsible for the development, monitoring, enforcement, maintenance and enhancement of all security measures set out in this Contract.

7. PERSONNEL SECURITY

7.1 Motorola shall comply with Section 2 (*Engagement and Training*) of Appendix 1 (*Cyber Security Requirements*) in respect of any Motorola Personnel involved in the performance of this Contract.

7.2 Motorola will within twenty (20) Business Days of the NTPP Service Delivery Commencement Date, appoint an individual to act as a security point of contact for the duration of the term of the ALU Services and provide written confirmation of such appointment to the Customer.

8. SPARES

8.1 Motorola shall ensure that:

8.1.1 Spares are held at multiple locations; and

8.1.2 Motorola's storage strategy for Spares is such that:

(A) Motorola can meet its obligations, and the Service Levels, set out in Schedule 2.2 (*Performance Regime*); and

(B) Motorola does not create an unnecessary risk of disruption to the Telecommunications Services or the Underground Network as a result of the unavailability of Spares.

8.2 If there is any conflict between Motorola's obligations to efficiently manage storage and Motorola's obligations in relation to Spares under Schedule 2.2 (*Performance Regime*) and this Schedule, then Motorola shall notify the Customer and the Parties shall work together in good faith to agree an acceptable solution to the storage of Spares in accordance with the Variation Procedure.

9. REMOVABLE MEDIA

9.1 Motorola may only use removable media to support its delivery of the Services if it has obtained prior written consent of the Customer and has implemented appropriate controls to ensure that the use of any input or output devices and removable media is restricted strictly to that needed to supply and support delivery of the Services.

9.2 Motorola shall ensure that all Motorola Personnel with access to removable media are subject to acceptable use policies, on-going risk management procedures and appropriate

training. Such policies and procedures shall be designed to discourage the use of removable media and protect the integrity of removable media.

9.3 If removable media is approved for use by the Customer, Motorola shall ensure that it deploys suitable anti-virus and anti-malware checking solutions to actively scan for the introduction of malware onto systems and networks through all Data imports and exports from removable media and that the removable media is encrypted to AES256 Standard.

9.4 Motorola shall report any loss or interception of Data or Customer Data as a result of the use of removable media to the Customer's NMC. This shall be treated as a Security Incident.

10. CYBER SECURITY

10.1 Motorola acknowledges that security, data protection and confidentiality are of fundamental importance in relation to its performance of this Contract and the Customer's ability to retain public confidence. Motorola shall always comply with the cyber security principles set out in this Paragraph 10 (Cyber Security*)* in the performance of this Contract.

10.2 In recognition of the importance that the Customer places on security, data protection and confidentiality, Motorola shall ensure that a director or relevant individual of Motorola, as agreed by the Customer, is made aware of the risks set out in the Cyber Security Management Plan and is assigned overall responsibility for and shall ensure that:

10.2.1 appropriate members of Motorola's Personnel and Motorola's management team shall manage the different levels of Cyber Security Risk and promote a Cyber Security Risk Management culture;

10.2.2 Motorola complies with Schedule 2.4 (*Asset Management*); and

10.2.3 cyber security supporting policies are implemented (where relevant) and communicated with Motorola Personnel.

10.3 Motorola shall, and shall ensure that its Sub-Contractors shall, at all times procure that:

10.3.1 cyber security threats to Data, Motorola's IT environment, and the Services are minimised and mitigated; and

10.3.2 the Services fully comply at all times with:

(A) the security requirements, policies and standards set out in Appendix 1 (*Cyber Security Requirements*) and Appendix 2 (*List of Relevant Policies and Standards*) of this Schedule and any other relevant LUL Policy, or otherwise agreed in the Cyber Security Management Plan;

(B) the Cyber Security Management Plan; and

(C) Good Industry Practice.

10.4 Motorola shall seek and obtain the Customer's approval before the use by it, or any Sub-Contractor, of any Cloud Services for, or in connection with, the performance of this Contract (including in relation to any Data). For any such approval to be granted, as a minimum, Motorola shall demonstrate to the Customer's reasonable satisfaction that such Cloud Services comply with the requirements of this Schedule 2.5 (*Security Management*).

11. SECURITY INCIDENT MANAGEMENT

11.1 Motorola shall notify the Customer's NMC within two (2) hours from the point at which Motorola is becomes aware of the Security Incident or any potential Security Incident.

11.2 If a Security Incident occurs, Motorola shall, within the framework of the Security Incident Management Process and in accordance with the Information Security Management System:

11.2.1 log the Security Incident with the Customer's NMC;

11.2.2 immediately take steps to assess the scope of the Data and/or Customer Data compromised or affected including, but not limited to, the amount of Data and/or Customer Data affected;

11.2.3 immediately take the steps necessary to remedy or protect the integrity of the Services and/or the System against any such Security Incident;

11.2.4 securely collect and preserve evidence, including logs, to support the Security Incident Management Process and share with the Customer such evidence via secure channels as requested by the Customer;

11.2.5 handle any information pertaining to the Security Incident according to the handling requirements for information designated as 'LUL-Restricted';

11.2.6 promptly escalate the Security Incident to a person or governance forum with a level of seniority within Motorola's organisation as the Customer may reasonably require;

11.2.7 as requested by the Customer:

(A) provide such information as is requested by the Customer in relation to the Security Incident (including, if necessary, by collating such information from Motorola's and Motorola's Sub-contractor's systems and Motorola Personnel); and

(B) follow the Customer's directions in relation to the steps necessary or desirable to remedy or protect the integrity of the Services and/or the System; and

11.2.8 as soon as reasonably practicable develop and provide the Customer with a copy of Motorola's remediation plan for the Security Incident which sets out full details of the steps taken and to be taken by Motorola to:

(A) correct, make good, reinstate, replace and remediate all deficiencies and vulnerabilities, loss and/or damage to the System Assets and/or Services in connection with the Security Incident; and

(B) perform or re-perform any security tests or alternative tests relating to the security of the System Assets and/or Services as appropriate and within the timescales specified by the Customer, to assure the Customer that the Security Incident has been addressed and its effects mitigated,

provided that any such remediation must be implemented in accordance with this Contract including the Variation Procedure. Motorola shall fully implement and comply with such remediation plan save to the extent directed by the Customer in writing.

11.3 Motorola shall provide a detailed report to the Customer within five (5) Business Days of the resolution of the Security Incident, such report to detail:

11.3.1 the nature of the Security Incident;

11.3.2 the causes and consequences of the Security Incident;

11.3.3 the actions undertaken and length of time taken by Motorola to resolve the Security Incident; and

11.3.4 the actions undertaken by Motorola to prevent recurrence of the Security Incident.

11.4 If a security issue occurs in relation to an aspect of the Customer's operations which is not a Security Incident, Motorola shall to the extent requested by the Customer:

11.4.1 provide such information as is requested by the Customer in relation to the Services or the System which is relevant to such security issue (including, if necessary, by collating such information from Motorola's and Motorola's Sub-contractor's systems and Motorola Personnel); and

11.4.2 follow the Customer's directions in relation to the steps necessary or desirable to remedy or protect the integrity of the Services or the System,

and where Paragraph 11.4.2 requires a change to the System Assets, System or Motorola's delivery of the Services to the Customer, such changes shall be considered and implemented in accordance with the Variation Procedure.

11.5 Motorola shall (where relevant to the scope of work of a Sub-contractor) manage its Sub-contractors to ensure that Motorola is able to:

11.5.1 promptly identify all Security Incidents;

11.5.2 record each Security Incident and corresponding severity level in Motorola's Information Security Management System; and

11.5.3 without limitation to the other provisions of this Contract, follow the Customer's reasonable instructions in relation to the identification and resolution of any Security Incident.

12. DISPOSALS

12.1 Motorola shall not reuse any System Asset or removable media used either for data storage in connection with the Services or in respect of security in the performance of the Services that has been sent by the Customer for disposal unless such items have been wiped of all their data securely in accordance with a standard agreed with the Customer in writing.

12.2 Motorola shall securely dispose of System Assets used exclusively for the delivery of the Services to a standard agreed with the Customer in writing upon the termination or expiry of this Contract or when such System Assets are no longer required for the delivery of the Services, whichever is sooner, and such disposal documented accordingly.

PART C

MONITORING, AUDIT AND COMPLIANCE

13. MONITORING

13.1 Motorola shall have a monitoring strategy to monitor the performance of its obligations under this Schedule 2.5 (*Security Management*). Motorola shall update its monitoring strategy as necessary throughout the Term in response to:

13.1.1 changes to applicable Laws, regulations and standards;

13.1.2 changes to Good Industry Practice;

13.1.3 any relevant change in operational processes, Variation and/or associated processes;

13.1.4 any newly perceived or changed security threats;

13.1.5 any Security Incident; and

13.1.6 any reasonable request by the Customer,

and where this requires a change to the System Assets, System or Motorola's delivery of the Services to the Customer, such changes shall be considered and implemented in accordance with the Variation Procedure.

13.2 Motorola's monitoring strategy shall include, as a minimum, processes for monitoring and logging:

13.2.1 instances of or attempts at unauthorised or accidental input or misuse of Motorola's systems used in the delivery of the Services;

13.2.2 Malicious Software on Motorola systems used in the delivery of the Services; and

13.2.3 access to and movement of sensitive Data, Customer Data and LUL Data, including internal Motorola access to such Data, Customer Data and LUL Data.

13.3 Motorola shall ensure that access to system logs and monitoring information is restricted to those Motorola Personnel who need to access these items to ensure the delivery and integrity of the Services and/or the Radio System.

13.4 Motorola shall ensure that any monitoring process complies with the monitoring strategy developed in accordance with Paragraphs 13.1 and 13.2 and all of its legal and regulatory obligations pursuant to applicable Law.

14. AUDIT AND COMPLIANCE

14.1 Motorola shall conduct regular internal security audits in order to maintain delivery of the Services in compliance with the security aspects of the Standards and this Contract.

14.2 If the Customer requests security audits beyond the scope of ISO 27001, Motorola shall, subject to an agreed Variation under the Variation Procedure, provide relevant internal or external security reports covering the Services. The foregoing shall not apply where Motorola is required to carry out a security audit due to a Change in Law. In such a situation, the Change in Law provisions in Clause 8.3 (*Change in Law*) shall apply.

14.3 On the Customer's written request Motorola shall provide to the Customer copies of documentation setting out all policies, processes, methodologies and other technical or other measures (the "**Security Measures**") that Motorola has, or intends to put in place, to ensure that the ISMS and the security controls Motorola has in place for its provision and management of the Services are fully effective, up to date and accurate.

14.4 Motorola agrees that it will update the Customer as soon as reasonably practicable if there are any changes, whether by way of addition, deletion, amendment or otherwise, to the Security Measures.

14.5 If notified by the Customer, Motorola shall promptly and fully consider any reasonable request from the Customer that Motorola implement further measures of the type included

in the definition of the Security Measures, and Motorola agrees that any such measures it implements will on creation be included in, and form part of, the Security Measures.

14.6 If an information security audit is required pursuant to a Standard, the Parties acknowledge and agree that:

14.6.1 any audit (including the provision of security audit reports) which Motorola is required to perform under this Schedule which satisfies the relevant Standard shall be acceptable, and the Customer (or LUL, where the Customer is not LUL) will not require any additional audits to be performed by itself or its nominee; and

14.6.2 Motorola shall not be required to perform any security audit over and above that which it has performed to achieve compliance with the ISO 27001 Standard, except:

(A) as agreed pursuant to a Variation; or

(B) where such audit is directly required for the fulfilment of the Services or Motorola's obligations under this Contract as a result of a Change in Law, in which case the provisions of Clause 8.3 (*Change in Law*) shall apply.

15. NOTIFICATION AND REMEDY OF NON-COMPLIANCE

15.1 Without limiting Motorola's notification obligations in this Schedule (including in respect of the notification of Security Incidents), Motorola shall immediately notify the Customer (or LUL, if LUL is not the Customer) of any failure to comply with or deviation from the information security requirements as detailed in this Contract.

15.2 Following Motorola's notification in Paragraph 15.1, the Customer (or LUL, if LUL is not the Customer) may require Motorola to correct such failure or deviation into demonstrable compliance with the information security requirements as detailed in this Contract, in accordance with Paragraph 15.4.

15.3 If:

15.3.1 any part of the ISMS or the provision or management of the Services does not conform to the Security Standards or any security requirements set out in this Contract, or if the controls described in the ISMS are not consistent with the Security Standards or this Contract; and

15.3.2 as a result of such non-conformance or inconsistency, Motorola reasonably believes there is an instance of non-compliance with the Security Standards or this Contract, Motorola shall promptly notify the Customer in writing and the Customer may, without prejudice to its other rights and remedies under this Contract:

(A) require Motorola to remedy such non-compliance (at Motorola's expense) in such a way that returns Motorola to full compliance with the Security Standards and this Contract; or

(B) waive the relevant requirement insofar as it relates to the non-compliance, provided that effective risk mitigation has been put in place by Motorola, which has been evidenced to the Customer's satisfaction, with corresponding justifications.

15.4 All Remedial Action required as a result of Motorola's non-compliance against the terms of this Schedule:

15.4.1 shall be accompanied by a Remedial Action plan including specific objectives and timetable for completion;

15.4.2 shall require the Customer's (and LUL, if LUL is not the Customer) prior written approval in respect of any Services or other dedicated services or systems required under this Contract; and

15.4.3 shall be wholly and completely implemented at Motorola's expense.

15.5 If the Customer (or LUL, if LUL is not the Customer) considers that remedial work is required, it may, acting reasonably, to insist on remedial work to restore the security of its Data or LUL Data, the receipt of the Services and / or the performance of the System Assets in accordance with this Contract.

PART D

AIRWAVE SERVICE

16. SECURITY REQUIREMENTS IN RESPECT OF THE AIRWAVE SERVICE

16.1 The Airwave Service provides a secure Home Office security accredited digital radio system for the police, ambulance and other public safety related users. To maintain it accreditation is operated to UK Government security standards, which include the requirement for all people with access to the ALU Equipment or sensitive information to hold the requisite UK Government security clearance and that such information is securely protected. Motorola will co-operate with the Customer, LUL and Airwave in ensuring accreditation for security is not affected in any way by ensuring compliance with this Schedule 2.5 (*Security Management*).

Access

16.2 Access to CERs will be controlled and monitored by LUL station staff.

16.3 Access to ALU Equipment cabinets will be monitored by door alarms reported to the Customer's NMC.

16.4 Anyone who has access to the encrypted ALU Equipment within the ALU Equipment cabinets must have been through the Government vetting process to SC level.

16.5 Access must only be given to personnel who have a direct requirement to work on the ALU Equipment or Connect Equipment housed in the same location or rack.

16.6 Anyone with access to information that has a Government protective marking of RESTRICTED and or Official Sensitive must have undergone a Government vetting check to BC level or equivalent

16.7 All ALU Equipment Field Replacement Units (FRUs) returned to Motorola for repair must be stored securely and tracked on Motorola's Asset Management System.

Transmission of Information and Movement of Equipment

16.8 Restricted and or Official-Sensitive information/assets will be sent by ordinary post within the UK (excluding Northern Ireland) in a single envelope. The word "Restricted/Official-Sensitive" will not appear on the envelope.

16.9 If transmission of Restricted and of Official-Sensitive information/assets is to be sent outside of the UK including Northern Ireland then Motorola will obtain guidance and advice from the Customer as to how to perform this transaction and shall follow any reasonable advice and/or guidance.

16.10 Motorola shall obtain written approval of the Customer before any documents, information or hardware (other than documents, information or hardware that is sent abroad to the original equipment manufacturer for the purpose of hardware modification) that refers to, or is used by the Customer and/or LUL is released or passed to a foreign government, organisation, company or individual.

16.11 Motorola will move ALU Equipment (and Restricted and/or Official Sensitive assets or information) as quickly as is reasonably possible and take precautions to ensure that unauthorised persons may not readily gain access to ALU Equipment.

16.12 If encryption keys are required to be sent by Motorola then they shall be sent by secure delivery under the instructions of the Customer, LUL's or Airwave's security manager.

Security Requirements of Equipment

16.13 Any ALU Equipment that contain Airwave encryption keys must be treated as HMG RESTRICTED/Official-Sensitive-ACCSEC item.

16.14 Any ALU Equipment must have their encryption keys erased before they are sent outside the UK for repair.

16.15 Any ALU Equipment that cannot have their encryption keys erased using the KVL must be sent to the Motorola's radio terminal depot in Unit 4, Bailey Road, Rugby CV23 0PD for secure handling and not sent outside the UK.

16.16 Any ALU Equipment that has been used must not be used on any other system unless the encryption keys have been erased.

16.17 Anyone who has access to KVLs, or ALU Equipment must be SC level cleared.

16.18 All ALU Equipment must be kept under appropriate physical security measures and there must be appropriate audit tracking in place for these items.

16.19 Motorola shall provide the Airwave security team reasonable rights of inspection to ensure the required security measures are in place.

16.20 ALU Equipment configuration files for ALU Equipment must be treated as HMG RESTRICTED items and appropriate measures put in place to protect these items in line with this Schedule.

16.21 The equipment specifically required for the ALU Services will not require the engineer to have SC level clearance while being installed. However, during commissioning and the loading of the "Encryption Keys" from the KVL, then the engineer shall be required to have SC level clearance.

16.22 Any PC/Laptop connected to the ALU Equipment shall have anti virus protection installed and be patched to the latest available level.

Identity Checks

16.23 Motorola will check the identity of any Motorola employee allowed access to the ALU Equipment as described in this Paragraph 16.

16.24 Motorola will check the identity of any Motorola employee or Connected Person with access to information that has Government protected marking of Restricted/Official-Sensitive as described in this Paragraph 16.

16.25 For employees who will have access to Restricted / Official Sensitive information/assets pursuant to this Contract with less than three (3) years continuous service Motorola will check the personnel records and references from line managers and

16.25.1 full 10 year passport will be inspected;

16.25.2 or, two of the following will be inspected:-

(A) British driving licence;

(B) P45;

(C) birth certificate that has been issued within 6 weeks of birth;

(D) cheque book and bank card - with 3 statements and proof of signature;

(E) credit card - with 3 statements and proof of signature;

(F) credit card - with photograph of the individual; or

(G) proof of residence - such as a council tax, gas, electricity, water or telephone bill.

16.26 Individuals joining Motorola's team after the NTPP Service Delivery Commencement Date of the Contract who will have access to Restricted/Official-Sensitive information relating to this Contract will be asked to declare "un-spent" convictions as defined in the Rehabilitation of Offenders Act (1974).

Security Reporting

16.27 Motorola will ensure that any suspected security incidents or loss of Airwave infrastructure assets or equipment is reported to the Customer with twenty four (24) hours of such said incident or loss.

Provision of Storage and Disposal Facilities

16.28 Motorola will provide secure office furniture for the storage of Restricted/Official-Sensitive information.

16.29 Motorola will store Restricted/Official Sensitive assets under lock and key in containers or furniture to normal office furniture standards.

16.30 Encrypted radios, if any, and encrypted test equipment, if any, supplied by the Customer shall be kept under lock and key whilst in the care of Motorola.

16.31 Motorola will shred any Restricted/Official-Sensitive information that is no longer required.

APPENDIX 1

CYBER SECURITY REQUIREMENTS

1. CYBER SECURITY RISK MANAGEMENT

1.1 Motorola shall prepare, adopt and maintain its own Cyber Security Risk Management process, which shall include:

1.1.1 a process for the purpose of identifying, assessing, mitigating, monitoring, and reporting upon cyber security risks, including the following:

(A) security risk assessment methodology;

(B) cyber security risk status reports;

(C) cyber security improvement plan;

(D) review of cyber security controls; and

(E) review of the corrective and preventative actions,

each as referred to in, and consistent with, ISO 27001;

1.1.2 a Cyber Security Risk Management forum where cyber security risks identified will be discussed and addressed;

1.1.3 a process to conduct threat and risk assessments on any way in which the Services are delivered that is new or has been materially changed since the last threat and risk assessment was conducted and Motorola shall comply with its obligations in Section 12 (*Cyber Security Reporting*) with respect to the row in the table entitled "Cyber Security Risk Treatment Plan"; and

1.1.4 a process to identify risks and discuss these risks at the relevant management meeting with the Customer and LUL (if not the Customer) and Motorola shall comply with its obligations in Section 12 (*Cyber Security Reporting*) with respect to the row in the table entitled "Cyber Security Risks within the Risk Register".

1.2 Motorola shall ensure that the Cyber Security Risk Management process it prepares, adopts and maintains in accordance with Section 1.1 interfaces with supports, where applicable, the NTPP Prime's cyber security risk management process for the wider System.

2. ENGAGEMENT AND TRAINING

2.1 Motorola shall, from the commencement of the Transition Services until the end of the Term:

2.1.1 with respect to all persons of British nationality who would become Motorola Personnel upon their employment by Motorola or any of its Sub-Contractors, screen such persons in accordance with the HMG Baseline Personnel Security Standard (as may be updated or replaced from time to time) prior to such persons' employment and/or Motorola authorising such persons to undertake any activities in connection with the Services or to have access to any Data relating to the Services or this Contract (and Motorola shall procure that its Sub-Contractors shall comply with this Section 2.1.1 and this Section 2.1.1 shall apply to such persons to the extent applicable to the activities to be undertaken by those persons in connection with the Services;

2.1.2 with respect to all persons who are not of British nationality and who would become Motorola Personnel upon their employment by Motorola or any of its Sub-Contractors, screen such persons all Motorola Personnel in accordance with HMG Personnel Security Controls (as may be updated or replaced from time to time) prior to such persons' employment and/or Motorola authorising such persons to undertake any activities in connection with the Services or to have access to any Data relating to the Services or this Contract (and Motorola shall

procure that its Sub-Contractors shall comply with this Section 2.1.2 and this Section 2.1.2 shall apply to such persons to the extent applicable to the activities to be undertaken by those persons in connection with the Services;

2.1.3 with respect to all Motorola Personnel roles, conduct a risk assessment as to whether such roles (including any new roles created by Motorola or its Sub-Contractors) require screening in addition to that set out in Sections 2.1.1 (*Engagement and Training*) and 2.1.2 (*Engagement and Training*) above and subsequently carry out any such additional screening as TFL may instruct from time to time (and Motorola shall procure that its Sub-Contractors shall comply with this Section 2.1.3) (*Engagement and Training*);

2.1.4 request all Motorola Personnel to proactively disclose criminal offences to Motorola to the extent permissible by applicable requirements;

2.1.5 ensure that:

(A) all Motorola Personnel; and

(B) any other persons performing works or services or carrying out obligations on the Site, to the extent relevant taking into account such persons' respective duties,

receive cyber security awareness training annually and supervision at a level and in substance that is appropriate to that individual's position and Motorola's obligations under this Contract;

2.1.6 not permit any person Motorola hires or uses to access or obtain any of the Customer's Confidential Information unless that person is contractually bound to Motorola in writing to keep such information confidential on terms no less protective than the terms applicable to Motorola under this Contract; and

2.1.7 shall comply with its obligations in Section 12 (*Cyber Security Reporting*) with respect to the row in the table entitled, "Joiners, Movers and Leavers Notification".

3. ASSET MANAGEMENT

3.1 Motorola shall comply with its obligations in Clause 7.10 (*Asset Management*) and Schedule 2.4 (*Asset Management*).

3.2 System Assets used to access or manage Data and Services must be under the authority of Motorola or LUL and have a standard set of security controls deployed upon them. Unless otherwise agreed with LUL in writing, all System Assets are expected to meet the set of security requirements set out in Appendix 1 *(Cyber Security Requirements*).

3.3 Motorola shall:

3.3.1 maintain an inventory of all System Assets;

3.3.2 use secure methods when disposing of any System Asset, as appropriate; and

3.3.3 maintain records of the disposal of any System Assets.

4. ARCHITECTURE AND CONFIGURATION

4.1 Motorola shall implement and maintain security assets in accordance with Good Industry Practice, which shall include, without limitation, the following:

4.1.1 implementing and maintaining security assets such as industry standard firewalls that protect the perimeter and internal components of the Services environment;

4.1.2 following Good Industry Practice for Asset Hardening and Secure Configuration;

4.1.3 removing or disabling unnecessary utilities from operating systems and configurations and restricting access rights to least privilege;

4.1.4 ensuring that any preconfigured passwords delivered with any System Assets are changed prior to their implementation for use in the Services environment or System;

4.1.5 where Motorola manages user authentication controls for Motorola Personnel to access the Services:

(A) enforcing minimum password complexity, such as requiring passwords to be case sensitive, or requiring passwords to contain a minimum of twelve characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(B) requiring regular change of passwords at predetermined intervals, and limiting reuse of such passwords; and

(C) requiring multi-factor authentication for privileged access; and

4.1.6 establishing a software development lifecycle for the purpose of defining, acquiring, developing, enhancing, modifying, testing, or implementing information systems.

4.2 Motorola shall support the NTPP Prime to comply with its obligations to manage any pre-approved or pre-agreed changes (as between Motorola and the Customer) that occur within the Services environment.

5. VULNERABILITY MANAGEMENT

5.1 Motorola shall provide to the NTPP Prime security patches to System Assets as soon as possible in line with vendor recommendations. Such security patches shall be implemented by the NTPP Prime pursuant to the NTPP Prime Contract.

5.2 Motorola shall maintain industry standard processes for defending against malware, Trojans and virus infections (and Motorola shall maintain a programme of anti-malware/anti-virus updates to keep provisioned System Assets free of infection).

6. SUPPLY CHAIN SECURITY

Motorola must conduct security assessments upon its supply chain to ensure all suppliers of Services to it present a low or no risk to the Service it is providing to the Customer and LUL (where LUL is not the Customer).

7. CYBER SECURITY INCIDENT MANAGEMENT

Motorola shall implement and maintain a Cyber Security Incident Management Plan which shall be used to respond on breaches to the Services related to cyber security and which shall include, without limitation, the following:

7.1.1 definition of roles, responsibilities, and communication and contact strategies in the event of a cyber security compromise, including notification of customers;

7.1.2 specific cyber security incident response procedures;

7.1.3 analysis of legal requirements for reporting cyber security compromises;

7.1.4 coverage of all critical system components;

7.1.5 where requested by the NTTP Prime, support the NTTP Prime's regular review and testing of the Cyber Security Incident Management Plan;

7.1.6 cyber security incident management support personnel that are available to support the Services;

7.1.7 training of Motorola Personnel; and

7.1.8 modification and evolution of the Cyber Security Incident Management Plan according to lessons learned and to incorporate industry developments.

8. DATA SECURITY

8.1 In addition to Motorola's obligations to comply with TfL's Information Security Classification Standard S1782 and, where applicable to the Services, Motorola shall uphold data security in accordance with Good Industry Practice, which shall include:

8.1.1 implementing and maintaining a Key Management solution in line with industry standards;

8.1.2 implementing and maintaining encryption of Data while it is at rest;

8.1.3 implementing and maintaining encryption of Data while it is in transit;

8.1.4 withholding from any third party encryption keys used to secure Data or the ability to break such encryption;

8.1.5 implementing and maintaining the logical separation of Data, even in the case of equipment or technology failure;

8.1.6 implementing, where supported by available technology, the logical separation of audit records related to Data and activities, even in the case of equipment or technology failure, and segregate tenancy traffic from management network traffic; and

8.1.7 not using Data for test or development purposes without the written approval of the Customer.

8.2 Motorola shall segment the environment to ensure specific classified types of Data are not accessible to unauthorised individuals.

8.3 Motorola shall ensure that, where relevant, all System Assets have appropriate tools or applications installed to protect against malicious software.

9. IDENTITY AND ACCESS MANAGEMENT

9.1 If Motorola Personnel are accessing any part of Motorola's systems that may contain Data, Motorola shall comply with Good Industry Practice which shall include, without limitation:

9.1.1 implementing access control policies and procedures that address onboarding, off-boarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts;

9.1.2 identifying and segregating conflicting duties and areas of responsibility, such as ensuring separation of duties;

9.1.3 maintaining a current and accurate inventory of computer accounts;

9.1.4 reviewing the inventory of computer accounts on a regular basis to identify dormant, fictitious, or unused accounts;

9.1.5 enforcing principles of "least privilege" and "need to know";

9.1.6 reviewing user access rights on a regular basis to identify excessive privileges;

9.1.7 enforcing a limit of logon attempts and concurrent sessions;

9.1.8 ensuring that all users of the Services are allocated a single unique ID for accessing the Services environment;

9.1.9 ensuring any system administration functionality is strictly controlled and restricted to those Motorola Personnel who need to have access to such functionality and that the ability of Motorola Personnel to change the configuration of the System Assets is appropriately limited and fully auditable; and

9.1.10 ensuring that Motorola Personnel are informed of what constitutes acceptable access of operational or IT technology, Data and networks and the consequences of non-compliance.

9.2 Motorola shall comply with Good Industry Practice in permitting physical access to the System Assets.

10. COMPLIANCE

10.1 Motorola shall have a documented cyber security compliance plan and conduct regular reviews (at least annually) to ensure that the security of Data cannot be compromised.

10.2 Unless otherwise stated in this Contract, Motorola must respond to any requests for information or Data to be provided to the Customer or such person as the Customer may nominate from time to time in relation to the Services with thirty (30) days' notice.

11. CYBER SECURITY BUSINESS CONTINUITY

11.1 Motorola shall provide a Cyber Security Business Continuity Plan that demonstrates how Motorola shall maintain the contracted service level in the event of a cyber security emergency. The Cyber Security Business Continuity Policy and Cyber Security Business Continuity Plan must align with the best practice detailed in the standard ISO/IEC 22301 Business Continuity Management.

11.2 Motorola's Cyber Security Business Continuity Policy and Cyber Security Business Continuity Plan shall be subject to an annual review by Motorola and the updated documents will be shared with the Customer no more than twelve (12) months following the previous submission. The Customer, acting reasonably, may request further information relating to Motorola's cyber security business continuity arrangements, including exercise schedules and reports, and Motorola shall make all efforts to respond promptly to such information requests.

12. CYBER SECURITY REPORTING

12.1 Motorola shall provide communicating metrics about cyber security, cyber security risk, and the performance of cyber security controls to the Customer, insofar as such metrics:

12.1.1 relate to Motorola's provision of the Services; or

12.1.2 support the NTPP Prime's own cyber security reporting obligations, in which case Motorola shall only be obliged to provide metrics and other information to assist the NTPP Prime.

12.2 Except as otherwise stated in this Schedule, Motorola shall provide the information specified in the column "Motorola Reporting" at the frequencies set out in "Timeframe for submission to the Customer" in the following table (provided that the Customer and Motorola may at any time agree to consolidate or otherwise amend the format and presentation of such information):

Motorola Reporting	Timeframe for submission to the Customer
Cyber Security Management Plan	No later than 20 days before the Initial NTPP Service Delivery Commencement Date.
Cyber security risk assessment methodology	No later than 20 days before the Initial NTPP Service Delivery Commencement Date, and when significant changes to this document occurs.
Joiners, Movers and Leavers Notification	Every three (3) months Motorola will provide the Customer a report on all Motorola Personnel who have joined or left the delivery of the Services provided to the Customer.

Motorola Reporting	Timeframe for submission to the Customer
Cyber Security Risks within the Cyber Security Risk Register	Within three (3) months of the Initial NTPP Service Delivery Commencement Date, and then at least five (5) days before each relevant management meeting.
Cyber Security Risk Treatment Plan	Within three (3) months of the Initial NTPP Service Delivery Commencement Date, and then at least five (5) days before each relevant management meeting.
Cyber security risk status reports	Periodically from the Initial NTPP Service Delivery Commencement Date and throughout the remainder of the NTPP Motorola Term.
Review of actions following each Cyber Security Incident	No later than one (1) month after each Cyber Security Incident and each information security event (following the Initial NTPP Service Delivery Commencement Date).
Cyber security improvement plan	At least annually following the Initial NTPP Service Delivery Commencement Date or within one (1) month following the identification of significant new vulnerabilities or threats (whichever is the sooner).
Review of cyber security controls	At least annually following the Initial NTPP Service Delivery Commencement Date.
Review of the corrective and preventative actions	At least annually following the Initial NTPP Service Delivery Commencement Date.

APPENDIX 2

LIST OF RELEVANT POLICIES AND STANDARDS

TO BE PROVIDED BY TFL UPON REQUEST

P116 Information Technology Security Policy

- This policy defines TfL's requirements for managing Information Security.

P009 Operational Technology Cyber Security -Operations and Maintenance

- This policy defines TfL's requirements for Operations and Maintenance.

P008 Operational Technology Cyber Security -Projects and Upgrades

- This policy defines TfL's requirements for Projects and Upgrades.

P006 Operational Technology Cyber Security

- This policy defines TfL's requirements for Cyber Security in Operational Technology.

S1735 Information Technology Access Control

- This standard provides guidance on how employee access should be limited to different types of data.

S1736 Network Information Security

- This standard covers the security of all transmissions within an organisation's network.

S1740 Cryptography

- This standard covers best practices in encryption.

S1747 Physical and Environmental Security of TfL's Information Technology

- This standard describes the processes for securing buildings and internal equipment.

S1790 Information Security Asset Management

- This standard describes the processes involved in managing data assets and how they should be protected and secured.

S1791 Operational Information Security

- This standard provides guidance on how to collect and store data securely, a process that has taken on new urgency thanks to the passage of the General Data Protection Regulation (GDPR) in 2018.

S1793 IT System Acquisition, Development and Maintenance

- This standard detail the processes for managing systems in a secure environment.

S1794 Information Security Supplier Management

- This standard covers how an organisation should interact with third parties while ensuring security.

S1795 Information Security Incident Management

- This standard covers how an organisation should manage information security incidents.

S1796 Information Security Aspects of Business Continuity Management

- This standard covers how business disruptions and major changes should be handled.

S1797 Information Technology Compliance

- This Standard identifies what government or industry regulations are relevant to the organisation, such as ITAR.

S1770 Operational Technology Cyber Security – Governance

- This standard describes the governance organisation and associated roles and responsibilities for the delivery and assurance of cyber security for Operational Technology (OT) in Transport for London (TfL).

S1771 Operational Technology Cyber Security -Projects and Upgrades

- This standard covers how Projects and Upgrades should be managed.

S1772 Operational Technology Cyber Security-Operations and Maintenance

- This standard covers how Cyber Security should be managed in Operations and when performing maintenance activities.

S1782 Information Security Classification

- This TfL standard sets out an information security classification scheme covering information and records.

SCHEDULE 2.6

STANDARDS

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1. INTRODUCTION

1.1 The objective of this Schedule is to set out certain standards, policies and procedures with which Motorola shall comply with or be aware of in providing the Services and performing its obligations under this Contract.

1.2 Motorola shall ensure that its provision of the Services and its other activities pursuant to this Contract complies with the Standards. The categories of compliance for the Standards are:

1.2.1 **A** – The Standard is mandatory for Motorola in its entirety;

1.2.2 **B** – The Standard is mandatory for Motorola subject to one (1) of two (2) caveats as set out in in Appendix 1 (*Customer Group Policies and Standards*): (i) that only the identified sections apply to the Services, or (ii) that the Standard is only applicable to the Services in the exceptional circumstances identified in Appendix 1 (LUL Group policies and Standards);

1.2.3 **C** - The Standard is mandatory for Motorola and shall become part of the Design Baseline. When the Design Baseline has been Approved by the Customer (for the first time), these Standards shall cease to apply to the Services and be replaced by the Design Baseline;

1.2.4 **D** - The Standard is mandatory for the Customer, and as such Motorola is required to be familiar with the Standard and notify the Customer if Motorola's activities in relation to the Services (or its other obligations under this Contract) would cause the Customer to be non-compliant with the Standard or there is a material risk that it might do so;

1.2.5 **E** - The Standard is advisory for Motorola, in that compliance with this Standard is optional but if Motorola does not comply then they must inform the Customer of the alternative standard to which they will comply which must reflect a standard which is equivalent in all material respects (taking into account the applicability of the standard to the Services); and

1.2.6 **F** – The Standard is to be used as guidance for Motorola and is not applicable to Motorola's obligations under the Contract.

1.3 Subject to Paragraph 2.4, in the event of a conflict between the provisions of different Standards, the Standard with the most stringent provisions shall apply. In such a circumstance if there is a disagreement between the Parties on which Standard is the most stringent then the matter shall be referred to the Dispute Resolution Procedure.

1.4 For the avoidance of doubt any reference to a Standard shall include such other standards as are referred to in that Standard. Reference to any Standard shall be construed as references to the version of such Standard as at the Contract Date. the Customer shall be entitled to require Standards listed in this Schedule to be replaced by later versions of such Standards by means of a Variation.

2. CHANGES TO STANDARDS

2.1 Motorola's approach to managing changes to the Standards set out in Appendix 1 (LUL Group policies and Standards) shall depend on the categorisation of each Standard, such categories being either:

2.1.1 industry-recognised and not specific to this Contract, referred to as an "industry standard" within this Schedule; or

2.1.2 bespoke policies developed by the Customer, referred to as a "bespoke standard" within this Schedule.

2.2 If there is an industry-led update, amendment or replacement of a Standard that is categorised as an industry standard, Motorola shall comply with such updated, amended or replacement Standard at no additional cost to the Customer unless Motorola can demonstrate to the Customer's reasonable satisfaction that:

2.2.1 compliance with such update, amendment or replacement to the Standard will result in material incremental cost to Motorola; and

2.2.2 Motorola has reasonably allocated such incremental costs to all customers receiving Services that are the same as or materially similar to the Services from Motorola,

in which case Motorola may raise a Motorola Proposed Variation to recover such reasonable allocation of such demonstrable, incremental costs from the Customer in accordance with the provisions of Schedule 5.1 (*Variation Procedure*) (and the Customer may approve such Variation or grant a waiver in respect of aspects of the Standard).

2.3 If the Customer updates, amends or replaces a Standard that has been categorised as a bespoke standard, Motorola shall comply with such Standard at no additional cost to the Customer, unless Motorola can demonstrate to the Customer's reasonable satisfaction that Motorola's compliance with such updated, amended or replacement Standard will result in material incremental cost to Motorola, in which case Motorola may raise a Motorola Proposed Variation to recover such reasonable allocation of such demonstrable, incremental costs from the Customer in accordance with the provisions of Schedule 5.1 (*Variation Procedure*) (and the Customer may approve such Variation or grant a waiver in respect of aspects of the Standard).

3. SECURITY STANDARDS

Without prejudice to its obligations in relation to the Security Standards set out in Appendix 1 (LUL Group policies and Standards), Motorola shall comply with Law, and CESG and HMG Security Policy Framework guidelines and requirements jointly agreed in writing, its obligations under Schedule 2.5 (*Security Management*), and with Good Industry Practice, in relation to its security obligations.

4. ENVIRONMENTAL STANDARDS

Without prejudice to its obligations in Appendix 1 (LUL Group policies and Standards), Motorola has the responsibility to demonstrate when deploying or changing System Assets that it operates in compliance with Law, including ensuring the equipment's emissions are within those allowed by relevant standards typical for telecommunications systems. Motorola is also responsible for ensuring equipment has the appropriate immunity (or protection where required) to operate correctly within the environment.

5. EARTHING

Without prejudice to its obligations in relation to the Earthing Standards set out in Appendix 1 (LUL Group policies and Standards), Motorola shall be responsible for ensuring that the System does not cause interference or disruption to a level which affects the operation of any existing the Customer safety critical system.

6. AUTHORITY TO WORK CERTIFICATES

Motorola shall not be required to follow the Authority to Work Certificate process set out in the Standard document with reference "S&CSE-SQ-DQN-0014", provided that Motorola maintains and enforces appropriate alternative controls throughout the Term of the Contract.

APPENDIX 1

LUL GROUP POLICIES AND STANDARDS

The Standards are presented by subject group as follows:

(a) Design, Installation and Maintenance;

(b) Health, Safety and Environment;

(c) Human Resources;

(d) Project Management;

(e) Quality Management;

(f) Security;

(g) Service Management;

(h) Radio Digital;

(i) Train Mobiles;

(j) Earthing; and

(k) Asset Management,

and then level of compliance (**A** – **F**, as explained in Paragraph 1.2).

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DESIGN, INSTALLATION AND MAINTENANCE

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
B	Electromagnetic Compatibility with the LUL Signalling System Assets The required compliance is set out in the current version of RAC/ENG/PRC/0178.	S1193	A4	Bespoke Standard
F	Electromagnetic Compatibility The required compliance is set out in the current version of RAC/ENG/PRC/0178.	S1222	A3	Bespoke Standard
F	Guidance on electromagnetic compatibility	G222	A3	Bespoke Standard
A	Fire Safety classification of stations	S1086	A6	Bespoke Standard
A	Railway applications. Electromagnetic compatibility The required compliance is set out in the current version of RAC/ENG/PRC/0178 and limited on the basis that New DCS dispatcher and Core Equipment is limited to that demonstrated in the TCFs approved for Vortex Dispatchers and Liverpool Street Radio Core equipment..	BS EN 50121	As at Contract Date	Industry Standard
A	Series of standards on Electromagnetic compatibility (EMC) The required compliance is set out in the current version of RAC/ENG/PRC/0178.	BS EN 61000-6-x	As at Contract Date	Industry Standard
A	Electromagnetic compatibility (EMC). Limits. Limits for harmonic current emissions (equipment input current ≤ 16 A per phase) The required compliance is set out in the current version of RAC/ENG/PRC/0178.	BS EN 61000-3-2	2014	Industry Standard

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
A	Electromagnetic compatibility (EMC). Limits. Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems, for equipment with rated current ≤ 16 A per phase and not subject to conditional connection The required compliance is set out in the current version of RAC/ENG/PRC/0178.	BS EN 61000-3-3	2013	Industry Standard
B	Fire Safety Performance of Materials - Stations and Tunnel Infrastructure The required compliance is set out in the current version of RAC/ENG/PRC/0155 Procedure for Concessions to S1085: Fire Safety Performance of Materials – Stations and Tunnel Infrastructure.	S1085	A4	Bespoke Standard
E	Code of practice – Fire Safety of Materials and Fire Safety of Specific Items and Materials Used in the Underground. The required compliance is set out in the current version of RAC/ENG/PRC/0155 Procedure for Concessions to S1085: Fire Safety Performance of Materials – Stations and Tunnel Infrastructure.	G085	A5	Bespoke Standard
F	Fire Engineering – Fire Compartmentation	S2102	A1	Bespoke Standard
E or F	Control of Works on LUL premises	G-136	A2	Bespoke Standard
F	Switchgear and Ancillary Equipment In relation to Communication Equipment Rooms	S1109	A2	Bespoke Standard
A	Safe Systems of Work on or Near Electrical Equipment	S1114	A2	Bespoke Standard
F	Standards for new Communication Equipment Rooms	SCS ST0026	A1	Bespoke Standard

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Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
A	Work involving disturbance to signalling, telecommunication, and electrical systems	S1002	A2	Bespoke Standard
F	Telecommunications philosophy and principles	S1140	A2	Bespoke Standard
F	Load Change Application Requirements for Electrical, Compressed Air and other Services	S1100	A5	Bespoke Standard
B Only as part of the scope of any new train mobile supply	Standard for Rolling Stock The following sections of this standard shall apply only in respect of new Train Mobiles (excluding ancillary equipment and individual components): • Equipment Security; • Electrical Design; • Connects; • Wiring Practices; • Cables for use on Rolling Stock; • Crimp Termination; and • Circuit Protection Devices.	S1180	A9	Bespoke Standard
B	Escalators and Moving Walks Motorola shall comply when using lifts and/or escalators for the movement of materials.	S1092	A6	Bespoke Standard
B	PMVT Lifts (including managed evacuation lifts) Motorola shall comply when using lifts and/or escalators for the movement of materials. Motorola shall have machine room awareness certification for staff working in machine rooms.	S1093	A5	Bespoke Standard

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Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Allocation of Space on Operational Property	S1472	A2	Bespoke Standard
F	Infrastructure protection	S1023	A5	Bespoke Standard
F	Site hoarding, fencing and barriers	S1027	A3	Bespoke Standard
F	Landscaping and vegetation	S1165	A4	Bespoke Standard
F	Temporary Works	S1062	A4	Bespoke Standard
F	Gauging and Clearances	S1156	A9	Bespoke Standard
F	Lighting of London Underground Assets (only applicable for Core CERs)	S1066	A4	Bespoke Standard
F	Mechanical building services, utility provision and energy management (only applicable for Core CERs)	S1068	A5	Bespoke Standard
F	Civil Engineering - Common Requirements	G050	A4	Bespoke Standard
F	Lifts, escalators and moving walkways	Rule Book 9	Issue 6	Bespoke Standard
A	Station Access	Rule Book 10	Issue 6	Bespoke Standard

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Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Possessions planning and management	Rule Book 14	Issue 3	Bespoke Standard
F	Protection possession methods	Rule Book 15	Issue 3.	Bespoke Standard
F	Going on the track in Engineering Hours	Rule Book 16	Issue 4	Bespoke Standard
F	Engineering staff – Traffic Hours protection	Rule Book 20	Issue 4	Bespoke Standard
F	Personal Safety on the track	Rule Book 21	Issue 4	Bespoke Standard
F	Design Management Plan	LU-CON-1364-R001-PLN-0003	2.0	Bespoke Standard

HEALTH, SAFETY AND ENVIRONMENT

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Series of standards for the Reliability of systems, equipment and components	BS 5760	As at Contract Date	Bespoke Standard
B	Contract QUENSH Conditions Where the requirements and Motorola's compliance are set out in accordance with Appendix 2.	S1552	A18	Bespoke Standard
A	High visibility clothing for going on or near the track	S1483	A3	Bespoke Standard

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Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
B	Safety Critical Work With regard to the following System Assets (train radio, cable networks, transmission networks) listed within S1548, although the activities on these are deemed safety critical, the assets themselves are not deemed to be safety critical assets and that no SIL ratings are applied to these assets. However, these systems can be used to provide train movement authority so the safety controls are implemented by the User of these systems e.g. verbal message discipline by the train driver and Line Controller when using the Radio Services. Due to the operational criticality of these assets for the efficient running of the railway, it is important that activities on these assets are controlled and undertaken by competent persons. An IRSE licensing scheme is not mandated for assuring the competency of individual, but this or an alternative equivalent competency scheme must be in place to provide such assurance. As a minimum Motorola shall have in place, for all System Assets: • suitable management and assurance systems and processes to ensure staff carrying out work are competent and fit to do so; • processes to ensure that staff are not fatigued or likely to become so when carrying out tasks; and • processes to ensure co-operation with other maintainers affected by/affecting System Assets.	S1548	A5	Bespoke Standard
A	Management Arrangements to Assure Medical Fitness	S1601	A5	Bespoke Standard
F	Corporate Medical Standard for Personnel Requiring Safety on the Track Certification	S1602	A10	Bespoke Standard
F	Audiometric standard for personnel requiring safety on the track certification	S1603	A5	Bespoke Standard

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Vision standard for personnel requiring safety on the track certification	S1604	A7	Bespoke Standard
A	Providers of Medical Assessment for Track Certification and other Safety Critical Certification Purposes	S1605	A4	Bespoke Standard
A	Control of Asbestos in London Underground Premises	S1130	A5	Bespoke Standard
A	Environmental Management Systems	BS EN ISO 14001	2015	Industry Standard
A	Series of standards for Environmental Testing in relation to trainbourne equipment Only as part of the scope of any new train mobile supply.	BS EN 60068	2014	Industry Standard
B	Railway Applications - Specification and Demonstration of Reliability, Availability, Maintainability and Safety (**RAMS**) All software to be provided has been and will be produced in accordance with Motorola's standard development practices for commercial "off-the-shelf" items. Motorola's development practices shall be compared with the standards listed below to support the safety case. Motorola shall not be required to rewrite any of its software programmes or documentation in order to fulfil its obligations under the Contract other than by way of a Variation.	EN 50126	2017	Industry Standard

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
B	Railway applications. Communication, signalling and processing systems. Software for railway control and protection systems, or such other standards as the Customer (acting reasonably) shall agree achieve the objectives of BS EN 50128. All software to be provided has been and will be produced in accordance with Motorola's standard development practices for commercial "off-the-shelf" items. Motorola's development practices shall be compared with the standards listed below to support the safety case. Motorola shall not be required to rewrite any of its software programmes or documentation in order to fulfil its obligations under the Contract other than by way of a Variation.	BS EN 50128	2011	Industry Standard
B	Railway applications. Communication, signalling and processing systems. Safety related electronic systems for signalling. All software to be provided has been and will be produced in accordance with Motorola's standard development practices for commercial "off-the-shelf" items. Motorola's development practices shall be compared with the standards listed below to support the safety case. Motorola shall not be required to rewrite any of its software programmes or documentation in order to fulfil its obligations under the Contract other than by way of a Variation.	BS EN 50129	2018	Industry Standard
F	Standards for new Communication Equipment Rooms. Cabling inside Communications Equipment Rooms, communications equipment cabinets and locations above ground level will not be LSZH	SCS-ST0026-A1		Bespoke Standard

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HUMAN RESOURCES

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
A	Alcohol and Work	S1251	A2	Bespoke Standard
A	Drugs and Work	S1257	A2	Bespoke Standard

PROJECT MANAGEMENT

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Pathway Manual	H068	A2	Bespoke Standard
F	Construction Management Plan	LU-CON-1364-R001-CMP-0001	A2	Bespoke Standard

QUALITY MANAGEMENT

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
A	Quality Management System	BS EN ISO 9001	2015	Industry Standard

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SECURITY

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
E	Operational Technology Cyber Security Standard (S1744) Schedule 2.5 (*Security Management*) sets out Motorola's security obligations under this Contract.	S1744	A1	Bespoke Standard
F	Certification of the Information Security Management System	ISO/IEC 27002	2022	Industry Standard
A	Certification of the Information Security Management System	ISO/IEC 27001	2022	Industry Standard
A	Information Security Classification Standard	S1782	A4	Bespoke Standard
E	Information Technology Security Policy • This policy defines TfL's requirements for managing Information Security.	P116	A5	Bespoke Standard
E	Operational Technology Cyber Security -Operations and Maintenance • This policy defines TfL's requirements for Operations and Maintenance.	P009	A1	Bespoke Standard
E	Operational Technology Cyber Security -Projects and Upgrades • This policy defines TfL's requirements for Projects and Upgrades.	P008	A1	Bespoke Standard
E	Operational Technology Cyber Security • This policy defines TfL's requirements for Cyber Security in Operational Technology.	P006	A1	Bespoke Standard
E	Information Technology Access Control • This standard provides guidance on how employee access should be limited to different types of data.	S1735	A3	Bespoke Standard

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Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
E	Network Information Security • This standard covers the security of all transmissions within an organisation's network.	S1736	A3	Bespoke Standard
E	Cryptography • This standard covers best practices in encryption.	S1740	A3	Bespoke Standard
E	Physical and Environmental Security of TfL's Information Technology • This standard describes the processes for securing buildings and internal equipment.	S1747	A2	Bespoke Standard
A	Information Security Asset Management • This standard describes the processes involved in managing data assets and how they should be protected and secured.	S1790	A1	Bespoke Standard
E	Operational Information Security • This standard provides guidance on how to collect and store data securely, a process that has taken on new urgency thanks to the passage of the General Data Protection Regulation (GDPR) in 2018.	S1791	A2	Bespoke Standard
E	IT System Acquisition, Development and Maintenance • This standard detail the processes for managing systems in a secure environment.	S1793	A1	Bespoke Standard
E	Information Security Supplier Management • This standard covers how an organisation should interact with third parties while ensuring security.	S1794	A1	Bespoke Standard

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Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
B	Information Security Incident Management • This standard covers how an organisation should manage information security incidents. Schedule 2.5 (*Security Management*) records the cyber security requirements.	S1795	A1	Bespoke Standard
E	Information Security Aspects of Business Continuity Management • This standard covers how business disruptions and major changes should be handled. Schedule 2.11 (*Business Continuity and Disaster Recovery*) records the business continuity and disaster recovery requirements.	S1796	A2	Bespoke Standard
E	Information Technology Compliance • This Standard identifies what government or industry regulations are relevant to the organisation, such as ITAR.	S1797	A1	Bespoke Standard
B	Operational Technology Cyber Security – Governance This standard describes the governance organisation and associated roles and responsibilities for the delivery and assurance of cyber security for Operational Technology (OT) in Transport for London (TfL). Schedule 2.5 (*Security Management*) records the cyber security requirements and Schedule 2.1 (*Technical Specifications*) records the technical requirements.	S1770	A1	Bespoke Standard
B	Operational Technology Cyber Security -Projects and Upgrades • This standard covers how Projects and Upgrades should be managed. Schedule 2.5 (*Security Management*) records the cyber security requirements and Schedule 2.1 (*Technical Specifications*) records the technical requirements.	S1771	A1	Bespoke Standard

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
B	Operational Technology Cyber Security-Operations and Maintenance • This standard covers how Cyber Security should be managed in Operations and when performing maintenance activities. Schedule 2.5 (*Security Management*) records the cyber security requirements and Schedule 2.1 (*Technical Specifications*) records the technical requirements.	S1772	A1	Bespoke Standard
A	Business Continuity Management	ISO/IEC22301	2022	Industry Standard

SERVICE MANAGEMENT

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Public Safety Radio Licence	Licence Number 0787214/1	Issued by the Office of Communications ("Ofcom") on 03 July 2009	Industry Standard
F	Connect Change Control Procedure	LUL/ENG/PRC/0012	Issue 2, October 2012	Bespoke Standard
F	Communications (including Operating Standards Notice 135)	Rule Book 1	Issue 4.1	Bespoke Standard
F	Managing Incidents	Rule Book 2	Issue 6	Bespoke Standard

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Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Traction Current and HV Supply (including Operating Standards Notice 135)	Rule Book 3	Issue 5.1	Bespoke Standard
F	Train Incidents and Safety Equipment	Rule Book 7	Issue 6	Bespoke Standard
F	Station Management (including Operating Standards Notices 126 & 135)	Rule Book 11	Issue 5.1	Bespoke Standard
F	Station Emergency Response (including Operating Standards Notices 133 & 137)	Rule Book 12	Issue 5.2	Bespoke Standard
F	LUL Staff responsibilities – Traffic Hours Protection	Rule Book 13	Issue 4	Bespoke Standard
F	Managing Access to Track in Engineering Hours	Rule Book 17	Issue 4	Bespoke Standard
F	Engineer's trains, vehicles and trolleys	Rule Book 18	Issue 3	Bespoke Standard
F	Working on or near electrical equipment within Substations and HV cables	Rule Book 24	Issue 2	Bespoke Standard
F	Operating Standards Notices as issued from time to time until Rule Book revisions results in their incorporation	As issued from time to time	As issued from time to time	Bespoke Standard
F	Traffic Circulars	As issued from time to time	As issued from time to time	Bespoke Standard
F	Leaflets	As issued from time to time	As issued from time to time	Bespoke Standard
F	Line Supplements	As issued from time to time	As issued from time to time	Bespoke Standard

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Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Cab Permit Application Form & Guidance	As issued from time to time	As issued from time to time	Bespoke Standard

RADIO DIGITAL

The Radio System shall comply with the following standards:

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
A	Radio digital standards	ETSI EN 300 392-1 ETSI EN 300 392-2 ETSI EN 300 392-4 ETSI EN 300 392-5 ETSI EN 300 392-6 ETSI EN 300 392-7 ETSI EN 300 392-8 ETSI EN 300 392-9 ETSI EN 300 392-10 ETSI EN 300 392-11 ETSI EN 300 392-12 ETSI EN 300 396-1 ETSI EN 300 396-2 ETSI EN 300 396-3 ETSI EN 301 489-18	As at Contract Date	Industry Standard

TRAIN MOBILES

The following standards shall apply in respect of Train Mobiles (excluding ancillary equipment and individual components):

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Miniature Circuit Breakers for use on Traction and Rolling Stock Only as part of the scope of any new train mobile supply.	RIA No 6		Industry Standard
B	General Specification for Interference testing for Electronic Equipment used on Traction and Rolling Stock (only applicable to new Train Mobiles) Only as part of the scope of any new train mobile supply	RIA no 18		Industry Standard

HANDPORTABLES AND BASE STATIONS

The following standards shall apply in respect of Handportables and Base Stations:

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
B	Degrees of protection provided by enclosures (IP code), as specified in Schedule 2.1 (*Technical Specification*) Only as part of the scope of any new supply	BS EN 60529:1992+A2:2013	2013	Industry Standard

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EARTHING

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Series of standards for Protection against lightning (in relation to Radio Services(	BS EN / IEC 62305	2011	Industry Standard
F	Code of practice for protective earthing of electrical installations	BS 7430:2011+A1:2015	2015	Industry Standard
F	Requirements for Electrical Installations. IET Wiring Regulations	BS 7671:2018	2018	Industry Standard
F	Code of practice, earthing and bonding for 50Hz single phase AC electrification, in relation to Transmission Services]	BR12038		Industry Standard
F	Earthing and bonding of telecommunications cable sheaths, separate screening conductors and associated line-side equipment in A.C. electrified areas, in relation to Transmission Services	BR819		Industry Standard
F	The design, installation and testing of earthing systems for signalling and telecommunication purposes, to the extent relevant to the Transmission Services.	GK/IES-1683		Industry Standard

ASSET MANAGEMENT

Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Asset Management Policy	P020	A2	Bespoke Standard
F	Obsolescence Management	S1043	A1	Bespoke Standard

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Compliance Category	Title / Description	Document Reference	Version	Industry or Bespoke Standard
F	Guidance Obsolescence management	G0043	A3	Bespoke Standard

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APPENDIX 2

QUENSH CONTRACT MENU

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y/N**	**Reference to explanation – see Section 2a in QUENCH Guidance Notes**
4	Agreement of the applicable QUENSH contract conditions				
5	Motorola's selection of sub-contractors		N/A	N/A	N/A to Contract
6	Identification of safety critical activities	.	N	N	No Safety Critical Activities
7	Works Environmental Management		Y	Y	
8	Emergency Plan		Y	Y	
9	Method Statements		Y	Y	
10	Health, Safety and Environment File		Y	Y	
11	Pre-start LUL health, safety and environment meeting		N	N	
12	Supplier's site induction		Y	Y	
13	Site Person in Charge		Y	Y	
14	**Staff requirements**		**Y**	Y	
14.1	**Behaviours**		**Y**	Y	
14.1.1	Alcohol and drugs		Y	Y	
14.2	**Control of hours worked**		**Y**	Y	
14.2.1	Working Time Regulations		Y	Y	
14.2.2	Fatigue	.	Y	Y	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y/N**	**Reference to explanation – see Section 2a in QUENCH Guidance Notes**
14.3	**Knowledge**		**Y**	Y	
14.3.1	English language		Y	Y	
14.3.2	Access Card and Worksite Briefing		Y	Y	
14.3.3	Visitors to sites		Y	Y	
14.4	**General competence**		**Y**	Y	
14.4.1	Evidencing competence of safety critical staff	.	N	N	
14.4.2	Identification of safety critical staff	.	N	N	
14.4.3	Competent external safety critical personnel		Y	Y	
14.4.4	Training		Y	Y	
14.4.5	Asset specific competence		Y	Y	
14.5	**Medical requirements**		Y	N	
14.6	**Identification of Suppliers staff**		Y	Y	
14.7	**Clothing**		Y	Y	
15	**Permits and licences**		**Y**	Y	
15.1	LUL specific permits and licences		Y	Y	
15.2	Permits, licences and certificates for Supplier's staff		Y	Y	
16	**The Principles of Access**		**Y**	Y	
16.1	Introduction		Y	Y	
16.2	Access to Stations		Y	Y	
16.3	Access to Track		Y	Y	
16.4	Access to depots		Y	Y	
17	**Applying for Planned Access**		N	N	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y/N**	**Reference to explanation – see Section 2a in QUENCH Guidance Notes**
17.1	Introduction		N	N	
18	Applying for General Access		N	N	
18.1	Constraints that apply to Generic Access		N	N	
19	Access for fault repair		N	N	
20	Operational Assurance		N	N	
21	**Closures and possessions**		N	N	
21.1	Requirements for closures		N	N	
21.2	Requirements for possessions	.	N	N	
22	**Controls at point of access**		**Y**	Y	
22.1	Publication of works		N	N	
22.2	Checks at point of access		Y	Y	
22.3	Signing-on with the Station Supervisor		Y	Y	
22.4	**Track specific requirements**		**Y**	Y	
22.4.1	Person providing protection		N	N	
22.4.2	Possessions	.	N	N	
23	Removal of supplier's personnel from the Customer premises		Y	Y	
24	Incidents		Y	Y	
25	Notification of regulatory concern or action		Y	Y	
26	Confidential Incident Reporting and Analysis System (**CIRAS**)		Y	Y	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y/N**	**Reference to explanation – see Section 2a in QUENCH Guidance Notes**
27	**Monitoring**		**Y**	Y	
27.1	Customer inspections		N	N	
27.2	Monitoring the supply chain		N	N	
27.3	Health, safety and environmental surveillance by the supplier's personnel		Y	Y	
27.4	Work location inspection and audit		Y	Y	
27.5	Timescales for rectifying non-compliances		Y	Y	
28	Radio transmitters and transceivers		N	N	
29	Mobile phones		Y	Y	
30	Knives		Y	Y	
31	Site health, safety and environment committee		Y	Y	
32	Site housekeeping and security		Y	Y	
33	Accidental damage, obstruction or interference with assets		Y	Y	
34	Delivery of materials		Y	Y	
35	**Conveyance of loads**		**Y**	Y	
35.1	Conveyance of loads on lifts and escalators		Y	Y	
35.2	Conveyance of hazardous materials and substances		Y	Y	
36	Asbestos (non asbestos removal projects)		Y	Y	
37	Working in or near lifts and escalators		Y	Y	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y	Y	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y/N**	**Reference to explanation – see Section 2a in QUENCH Guidance Notes**
39	Working on or about the track		Y	Y	
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		Y	Y	
41	Entering areas with gaseous fire suppression systems		Y	Y	
42	**Fire prevention**		**Y**	**Y**	
42.1	General requirements		Y	N	
42.2	Temporary fire points		Y	N	
42.3	Timber		Y	N	
42.4	Composites		Y	N	
42.5	Sheeting materials		Y	N	
42.6	**Gas cylinders**		N	N	
42.6.1	Use of gas cylinders in below ground locations		N	N	
42.6.2	Storage of gas cylinders (above ground)		N	N	
42.7	**Flammable and highly flammable materials**		**Y**	**Y**	
42.7.1	Use of flammable and highly flammable materials below ground		Y	Y	
42.7.2	Storage of flammable and highly flammable materials below ground		Y	Y	
43	**Hot work and fire hazards**		N	N	
43.1	Hot work		N	N	
43.2	Reasonable notice of works		N	N	
43.3	**Precautions**		**Y**	**Y**	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y/N**	**Reference to explanation – see Section 2a in QUENCH Guidance Notes**
43.3.1	Buildings and assets		Y	Y	
43.3.2	Gas cylinders		N	N	
43.3.3	Gas detection		N	N	
44	**Storage**		N	N	
44.1	General requirements for storage		N	N	
44.2	Trackside storage		N	N	
44.3	Hazardous materials and substances		N	N	
44.4	Allocation of space on operational property		N	N	
45	Plant and equipment		N	N	
46	Clearance approvals		N	N	
47	Access equipment		N	N	
48	Temporary works		N	N	
49	Temporary fences and hoardings		N	N	
50	**Temporary lighting and power supplies**		**Y**	**N**	
50.1	General requirements		Y	N	
50.2	Lighting in tunnels and shafts		Y	N	
51	Screening of lights and positioning		Y	N	
52	**Environmental requirements**		**Y**	**Y**	
52.1	General environmental requirements		Y	Y	
52.2	Environmental nuisance		Y	Y	
52.3	Water		Y	Y	
52.4	Waste management		Y	Y	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y/N**	**Reference to explanation – see Section 2a in QUENCH Guidance Notes**
52.5	Noise and vibration		Y	Y	
52.6	Archaeology, historical interest and listed buildings		Y	Y	
52.7	Wildlife and Habitats		N	N	
52.8	Resource Use		Y	Y	
52.9	Pest control		Y	Y	
52.10	Land and water pollution prevention		N	N	
53	**Quality requirements**		**Y**	**Y**	
53.1	Records		Y	Y	
53.2	Retention period	As defined by the Record Retention Period	Y	Y	
53.3	Availability of records for inspection		Y	Y	
53.4	Statistical process control, audit and inspection procedures		N	N	
53.5	General quality requirements		Y	Y	
53.6	Quality Plan	As referred to in Clause 10.3 (*Quality Assurance*)	Y	Y	
53.7	Testing and inspection	Refer to Clause 6 (*Testing and Achievement of Milestones*)	Y	Y	
53.8	Certification of conformity		Y	Y	
53.9	Quarantine		Y	Y	
53.10	Traceability		Y	Y	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y/N**	**Reference to explanation – see Section 2a in QUENCH Guidance Notes**
53.11	Maintenance and servicing	Refer to Schedule 2.4 (*Asset Management*)	Y	Y	
53.12	Design		Y	Y	
53.13	Computer aided design		Y	Y	
53.14	Asset commissioning and handover		Y	Y	

SCHEDULE 2.7

UPGRADE PROGRAMME PLAN

SCHEDULE 2.8

ACCEPTANCE AND APPROVALS

1. INTRODUCTION

The purpose of this Schedule is to set out:

1.1.1 the testing and acceptance process for Milestone Deliverables in respect of Projects implemented as Variations (including any Upgrade Projects);

1.1.2 the procedure for:

(A) obtaining Customer Approvals (including changes to the Design Baseline);

(B) assisting the Customer to obtain Third Party Approvals;

1.1.3 the procedure for submitting a Document to the Customer for Assurance; and

1.1.4 together with Schedule 2.7 (*Upgrade Programme Plan*) and Schedule 6.4 (*Project Management*), the process for implementation and management of the Pre-Priced Variations.

PART A

MILESTONE ACHIEVEMENT

2. MILESTONE ACHIEVEMENT PROCESS

Milestone Submission

2.1 Not less than twenty (20) Business Days (or within such other time period agreed between the Parties in writing) prior to the Milestone Date Motorola shall submit a Milestone completion plan to the Customer that shall include:

2.1.1 details of the proposed programme for delivering the Milestone Deliverables and meeting the Milestone Criteria for the Milestone by the relevant Milestone Date; and

2.1.2 details of all aspects of the Milestone Deliverables already delivered and Milestone Criteria relating to that Milestone already achieved in whole or in part prior to the Milestone Date, Milestone Deliverables and achievement of such Milestone Criteria.

Milestone Deliverables and achievement of such Milestone Criteria

2.2 Motorola shall provide evidence of delivery of the Milestone Deliverables and achievement of the Milestone Criteria in accordance with either: (i) Schedule 2.7 (*Upgrade Programme Plan*), which sets out the extent of the testing activity Motorola shall carry out as part of the Upgrade Projects; or (ii) the relevant Variation, together with such additional information and assistance as the Customer may reasonably request.

2.3 In relation to each Milestone, Motorola shall, after providing relevant evidence to the Customer in accordance with Paragraph 2.2 submit an application in writing to the Customer for a Milestone Achievement Certificate for each Milestone on the date from which Motorola believes that it is entitled to that Milestone Achievement Certificate, provided that in relation to each Milestone not more than one (1) application for a Milestone Achievement Certificate may be submitted to the Customer and be outstanding at any one time.

2.4 In relation to each Milestone, within ten (10) Business Days of the provision of all information and assistance required by the Customer pursuant to Paragraphs 2.2 to 2.3, the Customer shall:

2.4.1 if the evidence provided by Motorola meets all of the Milestone Criteria, issue a Milestone Achievement Certificate, which confirms that Motorola has Achieved the Milestone and is entitled to the relevant Milestone Payment (if any) in accordance with Schedule 4 (*Charges and Invoicing*); or

2.4.2 if the evidence provided by Motorola does not meet all of the Milestone Criteria, acting reasonably issue either:

(A) a Conditional Milestone Achievement Certificate, which confirms that Motorola is provisionally entitled to a portion (if any) of the relevant Milestone Payment which the Customer, acting reasonably, agree to be commensurate with the Milestone Criteria achieved, but that there are other outstanding Milestone Criteria which Motorola must still achieve in order to be entitled to the remaining portion (if any) of the relevant Milestone Payment (and, if applicable, receive the balance of the Charges) pursuant to Paragraph 2.4.1; or

(B) a Non-Compliance Certificate, which states that, as of the date stated in Motorola's application pursuant to Paragraph 2.3, Motorola has not fully achieved all the Milestone Criteria for the applicable Milestone and that it is not entitled at that time to the relevant Milestone Payments (if any).

The Customer's entitlement under this Paragraph shall not be limited or otherwise impaired due to a Milestone Achievement Certificate having been issued in relation to a different Milestone.

Conditional Milestone Achievement Certificate

2.5 If the Customer issues a Conditional Milestone Achievement Certificate, it shall include on the certificate:

2.5.1 specific reasons for Motorola's failure to obtain a Milestone Achievement Certificate;

2.5.2 the amount of Charges to which Motorola is provisionally entitled, which the Customer, acting reasonably, determines to be commensurate with Milestone Criteria achieved; and

2.5.3 a reasonable time period during which Motorola is required to resolve the reasons specified in the Conditional Milestone Achievement Certificate.

2.6 Following the issue of a Conditional Milestone Achievement Certificate, Motorola shall provide the Customer with all information and assistance as the Customer may reasonably require to confirm that the outstanding Milestone Criteria have been satisfied.

2.7 If Motorola has satisfied the outstanding Milestone Criteria and performed any Corrective Action Plan and/or Rectification Plan issued in relation to the relevant Milestone within the period specified in Paragraph 2.5.3, in each case to the Customer's reasonable satisfaction, the Customer shall endorse the Conditional Milestone Achievement Certificate with the word "Compliant" and the date of such endorsement. Such Conditional Milestone Achievement Certificate shall then be deemed for all purposes to be a Milestone Achievement Certificate as if it had been issued as of the date of the Conditional Milestone Achievement Certificate.

2.8 If Motorola has failed to satisfy all outstanding Milestone Criteria and perform any Corrective Action Plan and/or Rectification Plan issued in relation to the relevant Milestone within the period specified in Paragraph 2.5.3 in each case to the Customer's reasonable satisfaction, the Customer shall acting reasonably, either:

2.8.1 grant Motorola such additional time to satisfy all outstanding Milestone Criteria and perform any Corrective Action Plan and/or Rectification Plan issued in relation to the relevant Milestone as the Customer in its absolute discretion may decide, whereupon the Conditional Milestone Achievement Certificate shall be amended by the Customer to reflect such additional time and the provisions of this Paragraph shall apply to such amended Conditional Milestone Achievement Certificate; or

2.8.2 notify Motorola in writing that it intends to issue a Non-Compliance Certificate upon the expiry of twenty-eight (28) days (or such longer period the Customer in its absolute discretion determines) from the date of such notification.

2.9 Upon receipt of notification pursuant to Paragraph 2.8:

2.9.1 Motorola may within fourteen (14) days (the **"Submission Period"**) submit in writing to the Contract Manager (and/or at the next Contract Review Meeting) such details of the situation which resulted in the notification pursuant to Paragraph 2.8 as it, in its absolute discretion, determines are relevant together with a proposal for resolving the situation;

2.9.2 the Contract Manager shall consult with Motorola during a period of fourteen (14) days from the end of the Submission Period or such longer period as the Contract Manager in his absolute discretion determines (the **"Consultation Period"**).

2.10 Without prejudice to the Customer's other rights and remedies under this Contract or at Law, upon expiry of the Consultation Period, the Customer may:

2.10.1 endorse the Conditional Milestone Achievement Certificate with the word "Compliant" and the date of such endorsement, whereupon such Conditional

Milestone Achievement Certificate shall be deemed for all purposes to be a Milestone Achievement Certificate as if it had been issued as of the date of the Conditional Milestone Achievement Certificate; or

2.10.2 grant such additional time to satisfy all outstanding Milestone Criteria and perform any Corrective Action Plan and/or Rectification Plan issued in relation to the relevant Milestone as the Customer in its absolute discretion may decide.

2.11 If Motorola obtains a compliant Conditional Milestone Achievement Certificate in accordance with Paragraph 2.10.1 Motorola shall be entitled to the relevant portion of the Milestone Payment in accordance with Paragraph 2.4.2.

2.12 If Motorola becomes aware that there is, or there is reasonably likely to be, a Delay, Clause 5.5 (*Delays*) shall apply.

Non-Compliance Certificate

2.13 If the Customer issues a Non-Compliance Certificate, it shall include on the certificate:

2.13.1 specific reasons for Motorola's failure to obtain a Milestone Achievement Certificate which Motorola must address in order to obtain a Milestone Achievement Certificate; and

2.13.2 a reasonable time period during which Motorola is required to resolve the reasons specified in the Non-Compliance Certificate.

Corrective Action and Rectification Plans

2.14 If the Customer issues a Conditional Milestone Achievement Certificate or Non-Compliance Certificate in relation to a Milestone, the Customer shall be entitled to require Motorola to submit a Corrective Action Plan or a Rectification Plan in accordance with Clause 41 (*Corrective Action Notices*) and Clause 42 (*Rectification Plan Process*) respectively. Any Corrective Action Plan or Rectification Plan submitted in relation to such Milestone shall include details of how Motorola intends to satisfy the relevant Milestone Criteria together with a new date by which the failure to satisfy such Milestone Criteria shall be remedied.

Disputes Procedure

2.15 If Motorola disputes the issue of a Conditional Milestone Achievement Certificate or a Non-Compliance Certificate, it shall, in the first instance, refer the matter for resolution to the Customer Sub-Contract Manager, and if following referral to the Customer Sub-Contract Manager and Contract Review Meeting, the matter continues to be disputed, the matter shall be resolved in accordance with the Dispute Resolution Procedure.

No Waiver of Rights and Remedies

2.16 Motorola agrees that there shall be no transfer of risk by Motorola to the Customer in connection with the delivery of the Works and Services, or any part thereof, arising from any Approval of a Milestone Deliverable by the Customer or the issue by the Customer of a Milestone Achievement Certificate and consequently, while any Approval of a Milestone Deliverable by the Customer or the issue by the Customer of a Milestone Achievement Certificate shall not subsequently be reversed, any such Approval or Milestone Achievement Certificate shall be without prejudice to the Customer's rights and remedies in relation to Motorola's breach of its obligations under this Contract or at Law. All risk in achieving the Milestone Deliverables and the delivery of the Services shall remain with Motorola at all times.

Technical Service Catalogue

2.17 The Milestone Acceptance procedure described in this Paragraph 2 shall not apply in relation to the process for accepting completion of a Technical Services Catalogue Variation.

PART B

APPROVALS

3. APPROVALS OVERVIEW

Wherever Motorola is obliged to obtain an Approval under this Contract, the provisions of Part B of this Schedule shall apply.

4. CUSTOMER APPROVAL

In respect of each Document or any other matter for which Motorola is required to submit to the Customer for Approval in accordance with this Contract, Motorola shall comply with the Submissions Procedure.

5. IDENTIFICATION OF REQUIRED APPROVALS

5.1 Commencing on or about the Contract Date, Motorola shall maintain an indicative list identifying those items (on a rolling six (6) month look forward basis) that in Motorola's opinion require approval including Customer Approvals, LUL Approvals (where LUL is not the Customer) and Third Party Approvals (the **"Approvals List"**) (acknowledging that such list may be updated from time to time to take account of Variations). Such list shall identify the Documents required to progress each Approval.

5.2 The Parties shall meet at the end of each Period to review the Approvals List compiled by Motorola in accordance with this Paragraph in order to agree with Motorola:

5.2.1 the Approvals to be obtained;

5.2.2 the body/person from whom each Approval is required;

5.2.3 what if any additional information is required from Motorola;

5.2.4 the timetable for obtaining the Approval which shall be no longer than the time prescribed for obtaining such Approval as set out in Paragraph 6.2; and

5.2.5 the Contract Manager may identify the following stages for obtaining (approval or verification):

(A) of materials;

(B) to construct and install;

(C) to test and commission; and

(D) to put into operational use (subject to certification of completion).

5.3 If the Parties disagree as to any of the matters set out in Paragraph 5.2, the Contract Manager acting reasonably, shall as soon as is reasonably practicable, make a determination subject to referral by Motorola to the Contract Review Meeting.

5.4 Upon submission by Motorola to the Customer of documentation identified as being required for the obtaining of the relevant Approval, the timetable presented in Paragraph 6.2 for the obtaining of such Approval shall commence.

5.5 When submitting Approvals to the Customer in accordance with Paragraph 5.4 Motorola shall act reasonably having regard to the volume of submissions, the resources of the Customer and Motorola's programme of works.

5.6 Where after submission of documentation in accordance with Paragraph 5.4 Motorola is required to provide additional information or documentation in order to obtain the Approval this shall not extend the timetable prescribed for the Approval in Paragraph 6.2 provided that Motorola provides the information or documentation as soon as it is reasonably practicable to do so.

5.7 Save as may otherwise be agreed pursuant to the other provisions of this Paragraph 5, documentation submitted by the Contractor for Customer (or, if LUL is not the Customer, LUL) Approval shall be in accordance with the Standards in Schedule 2.6 (*Standards*).

5.8 If either Party becomes aware that there is the possibility of a delay in obtaining any of the Approvals to be obtained in accordance with Part B of this Schedule then it shall inform the other of such potential delay as soon as reasonably practicable and shall give the full details of the Approvals sought and the reason if known for the delay in accordance with Clause 5.5 (*Delays*). Both Parties shall continue to use their reasonable endeavours to obtain the Approval and to mitigate the effects of any delay.

6. SPECIFIC APPROVAL SCENARIOS

6.1 Without prejudice to any other provision of this Contract, Motorola shall obtain the Customer's Approval before any of the following are implemented, modified or put into service:

6.1.1 the installation, modification, testing or commissioning of any items on premises, equipment, or Rolling Stock;

6.1.2 any items or processes necessitating a change to actions or activities by the Customer's staff agents or contractors (other than Motorola);

6.1.3 any items or processes necessitating a change to the Customer operations or actions and activities on Customer Site;

6.1.4 any materials or equipment to be installed on Customer Site; and

6.1.5 any item or processes which Customer's staff, agents or contractors (other than Motorola) will operate or control.

6.2 Subject to Paragraph 6.3 below, the Customer shall co-ordinate and obtain any and all Third Party Approvals so as to give any such Approval required in a timely manner or, where in respect of those matters referred to below, as set out below (including, where applicable, in accordance with the Submissions Procedure). The time periods set out below shall start in accordance with Paragraph 5.4.

LUL (including category 2 & 3)	4 weeks
LUL and LFEPA	8 weeks
LUL and English Heritage	16 weeks
LUL and HMRI (category 1)	22 weeks
LUL and Network Rail (safety certification and authorisation)	8 weeks
LUL and Network Rail (non-safety certification and authorisation)	4 weeks

6.3 Motorola shall take all reasonable steps to cooperate with and assist the Customer (including providing information or clarification required by the Customer but, save as specifically contemplated in the Contract, without any obligation on Motorola to incur any additional cost) in obtaining any and all Third Party Approvals necessary for the performance of obligations and exercise of rights by Motorola under this Contract and, in order to enable the Customer to comply with a Dependency.

7. NO WAIVER OF RIGHTS AND REMEDIES

Motorola agrees that there shall be no transfer of risk by Motorola to the Customer in connection with the delivery of the Works and Services, or any part thereof, arising from any Approval of a Document by the Customer and consequently, while any Approval of a Document by the Customer shall not subsequently be reversed, any such Approval shall be without prejudice to the Customer's rights and remedies in relation to Motorola's breach of its obligations under this Contract or at Law. All risk in delivering the Documents and the delivery of the Works and Services shall remain with Motorola at all times.

PART C

ASSURANCES

8. ASSURANCES OVERVIEW

Wherever Motorola is obliged to obtain an Assurance of Documents under this Contract, the provisions of Part C of this Schedule shall apply.

9. ASSURANCE OF DOCUMENTS

In respect of each Document which Motorola is required to submit to the Customer for Assurance as identified in in accordance with this Contract:

9.1 Motorola shall comply with the Submissions Procedure;

9.2 following its review of such Document, if the Customer considers (in the reasonable exercise of its discretion) that the nature of, or information contained in, such Document:

9.2.1 is not Fit-for-Purpose;

9.2.2 indicates that Motorola is at risk of not complying with its obligations under this Contract;

9.2.3 Not used; and

9.2.4 indicates that Motorola has not identified a Risk or if it has, Motorola is not addressing such Risk in accordance with Schedule 6.5 (*Risk Management*),

the Customer may notify Motorola that it is exercising its Assurance rights in respect of such Document. Otherwise, the Customer shall confirm in writing to Motorola that it is Assured by such Document within ten (10) Business Days in accordance with the Submissions Procedure.

9.3 If the Customer exercises its Assurance rights in respect of a Document, the Customer may require Motorola to:

9.3.1 promptly escalate the matter to Contractor Personnel of such level of seniority as the Customer may, acting reasonably, require;

9.3.2 provide additional reporting (or more granular reporting) in relation to Motorola's work on, or relating to, such Document;

9.3.3 provide the Customer with copies of any Data relating to such Document (including Data relating to associated elements of the Services);

9.3.4 allow Customer Personnel to witness and/or participate in Motorola's planning, review and implementation activities in relation to such Document;

9.3.5 update the Document so that the Document is Fit-for-Purpose and Motorola complies with its obligations under Clauses 5 (Services) in respect of such Document; where relevant, submit a revised Project Plan to the Customer for Approval which reflects the status of Motorola's activities in relation to such Document; and/or

9.3.6 Not used

9.3.7 prepare and issue a Corrective Action Plan (by issuing a Corrective Action Notice),

and Motorola shall comply with such request.

9.4 If the Customer:

9.4.1 confirms in writing to Motorola that it does not plan to exercise its Assurance rights in respect of the Document;

9.4.2 exercises its Assurance rights in respect of the Document and confirms in writing to Motorola that it is satisfied with Motorola's activities pursuant to Paragraph 9.1.3; or

9.4.3 does not within ten (10) Business Days of Motorola's submission of the Document send a confirmation to Motorola pursuant to Paragraph 9.1.4(A) or exercise its Assurance rights in respect of the Document,

then that Document shall be deemed to be Assured.

10. NO WAIVER OF RIGHTS AND REMEDIES

Motorola agrees that there shall be no transfer of risk by Motorola to the Customer in connection with the delivery of the Services, or any part thereof, arising from any Assurance of a Document by the Customer and consequently, while any Assurance of a Document by the Customer shall not subsequently be reversed, any such Assurance shall be without prejudice to the Customer's rights and remedies in relation to Motorola's breach of its obligations under this Contract or at Law. All risk in delivering the Documents and the delivery of the Services shall remain with Motorola at all times.

APPENDIX 1

MILESTONE ACHIEVEMENT CERTIFICATE

To:

FROM: [The Customer]

[***Date of issue of certificate***]

Dear Sirs,

[***Insert Milestone description and reference***]

This notice is given pursuant to Paragraph 2.4.12 of Schedule 2.8 (*Acceptance and Approvals*) of the Contract dated [*DD MM 202X*].

Terms defined in the Contract shall have the same meaning herein.

I confirm that, for the purposes of the Contract, Motorola has met the Milestone Criteria for the [***Insert Milestone name***] Milestone on [***Insert date on which Milestone was Achieved***.] and accordingly the Milestone has been Achieved and Motorola may issue an Invoice for the Charges in respect of such Milestone in accordance with Schedule 4 (*Charges and Invoicing*).

Yours Faithfully

[***Name***]

[Customer] Representative

acting on behalf of [the Customer]

APPENDIX 2

SUBMISSIONS PROCEDURE

Overview

1. Motorola shall ensure that the Document register accurately records for each Document whether it is required to be Approved or Assured by the Customer.

Approvals

2. Except as otherwise expressly set out in this Contract, if Motorola is required to submit a Document to the Customer for Approval or to obtain the Customer's Approval for any other matter:

2.1 Motorola shall either:

2.1.1 submit such Document or other matter to the relevant Governance Forum (as indicated in the Document register) for the Customer to consider; or

2.1.2 where no relevant Governance Forum is indicated in the Document register, submit such Document or other matter to the Customer as the Contract Manager may reasonably direct,

(in each case a **"Submission"**).

2.2 Within ten (10) Business Days (or other period as may be agreed in writing between the Parties) of the date of receipt by the Customer of the Submission, the Customer shall either:

2.2.1 confirm in writing its Approval of the Document or other matter; or

2.2.2 where the Customer considers that a Document submitted by Motorola pursuant to the Submissions Procedure:

(A) is not Fit-for-Purpose; or

(B) does not comply with the requirements of this Contract,

the Customer may withhold its Approval and shall notify Motorola in writing of any comments or issues it has with the Submission, setting out its reasons for withholding its Approval.

2.3 If the Customer withholds its Approval and notifies Motorola of any comments or issues it has with the Submission In accordance with Paragraph 2.4.2, Motorola shall, within ten (10) Business Days (or such other period as may be agreed in writing by the Parties):

2.3.1 take full account of and respond to all of the Customer's comments on and issues with the Submission; and

2.3.2 resubmit such Document or other matter to the Customer for Approval in accordance with Paragraph 2.1 above, and

this process shall be repeated until such time as the Customer issues its written Approval.

2.4 In the event that either:

2.4.1 the Customer considers that a Document or other matter submitted by Motorola pursuant to the Submissions, Approval and Assurance Procedure:

(A) is not Fit-for-Purpose; or

(B) does not comply with the requirements of this Contract; or

2.4.2 Motorola has not:

(A) responded to the Customer or resubmitted such Document or other matter to the Customer; or

(B) has not taken full account of and responded to all of the Customer's comments on and issues with the Submission,

the Contract Manager may require Motorola to deliver a Rectification Plan.

Assurance

3. If Motorola is required to submit a Document to the Customer for Assurance Motorola shall:

3.1 submit such Document to the relevant Governance Forum (as indicated in the Document register) for the Customer to consider; or

3.2 where no relevant Governance Forum is indicated in the Document register, submit such Document to the Customer as the Contract Manager may reasonably direct.

4. Within ten (10) Business Days (or other period as may be agreed in writing between the Parties) of the date of receipt by the Customer of the relevant Document in accordance with Paragraph 3, the Customer shall either:

4.1 confirm in writing that the Document has been Assured; or

4.2 notify Motorola in writing of any comments or issues it has with the Document.

5. If the Customer notifies Motorola of any comments or issues it has with the Document in accordance with Paragraph 2.4.2, Motorola shall, within ten (10) Business Days (or such other period as may be agreed in writing by the Parties):

5.1 take full account of and respond to all of the Customer's comments on and issues with the Document; and

5.2 resubmit such Document to the Customer for Assurance in accordance with Paragraph 3 above, and

this process shall be repeated until such time as the Customer confirms the Document has been Assured.

6. The Customer may exercise its Assurance rights in respect of such Document and it shall be deemed to be Assured in the circumstances described in Paragraph 10.1.4.

SCHEDULE 2.9

SERVICE MANAGEMENT REQUIREMENTS

PART A
INTRODUCTION

1. INTRODUCTION AND OBJECTIVES

1.1 The purpose of this Schedule is to set out the Customer's requirements in relation to the activities that Motorola shall undertake in its delivery of the Services, including by:

1.1.1 recording Motorola's service management obligations in Part B (*Service Management*);

1.1.2 recording Motorola's support obligations in respect of the Software in Part C (*Software Support*);

1.1.3 recording Motorola's support obligations in respect of the Hardware in Part D (*Hardware Support*); and

1.1.4 recording the scope of and Motorola's obligation to perform the Support Services in Part E (*Support Services*).

1.2 The objectives of this Schedule are to:

1.2.1 ensure that the Services are proactively managed such that they continue to operate in accordance with the Service Management Plan;

1.2.2 ensure that Motorola provides monitoring information in accordance with Paragraph 6 (*Performance Reporting*) to assure LUL that the Services are being effectively managed; and

1.2.3 ensure that Motorola performs the Services in accordance with the provisions of this Contract and with minimum inconvenience and disruption to LUL, the Customer, Users, Other Service Providers and Third Parties for the Term,

(each such objective being a **"LUL Objective"**).

1.3 The Key Performance Indicators to measure the high level effectiveness of the Service performance are set out in Schedule 2.2 (*Performance Levels*). Motorola shall monitor its performance in providing the repair service set out in this Schedule and Section 2 (*Hardware Repair Level 3*) of Table 1 (*Service Credits/Debits*) of Appendix 3 (*Service Credit/Debit Regimes to be Applied to the Support Services*) of Schedule 2.2 (*Performance Levels*).

2. SYSTEM UPGRADE AGREEMENT

In addition to the Services in this Schedule, Motorola shall provide the Customer with advance services using Motorola’s support experience to provide technical support, network hardware repair, self-installed security patches and System updates for the DIMETRA system pursuant to the System Upgrade Agreement as described in Appendix 6 (*SUA and Legacy Activities*).

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PART B
SERVICE MANAGEMENT

3. SERVICE MANAGEMENT

3.1 Motorola shall provide a dedicated Customer Support Manager to the Customer to effectively manage the Support Services in accordance with Paragraph 5 (*Customer Support Manager*).

3.2 Motorola shall at all times employ Good Industry Practice service management processes and methodologies in its delivery and management of the Services.

3.3 Motorola's Service management processes shall facilitate traceability and audit by requiring Motorola to keep a record of:

3.3.1 actions taken in relation to the management of the Services;

3.3.2 the competence of Motorola Personnel managing the Services; and

3.3.3 Motorola personnel responsible for effecting those actions.

3.4 Nothing in this Schedule shall be interpreted to require Motorola to provide additional features and capability other than that which is specified in an Upgrade Programme, is the scope of Schedule 2.1 (*Technical Specification*) or as may be agreed through a Variation.

3.5 Motorola shall not charge the Customer (or LUL, where LUL is not the Customer) for performance or features in System Assets which are included in those assets as provided to the Customer to the extent they are useable without requiring technical enablement or additional technical work. For the avoidance of doubt, this paragraph shall not restrict Motorola from applying technical restrictions and associated licence fees to features in System Assets which Motorola generally makes available to customers only on a chargeable basis.

4. MOTOROLA SERVICE DESK

4.1 Motorola shall provide a help desk service (the **"Motorola Service Desk"**) that shall operate:

4.1.1 24 hours a day, 7 days a week. Responses are provided 24x7x365 for severity 1 and severity 2 cases; and

4.1.2 Monday through Friday 8am to 5pm excluding public holidays for severity 3 and severity 4 cases as set out in Schedule 2.2 (*Performance Levels*).

4.2 All incoming transactions through the Motorola Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system.

4.3 Motorola shall maintain a procedure for the handling of Defect reports and repair requests submitted to the Motorola Service Desk by the Customer, which, in addition to meeting the requirements of Paragraph 4.1, shall require the Motorola Service Desk to:

4.3.1 provide the Customer's representative reporting a Defect with a unique reference number and an estimated timescale for the repair of the Defect and regular progress reports on the repair works;

4.3.2 where a permanent fix cannot be provided within the agreed time, inform the Customer's representative reporting the Defect, when there has been a temporary restoration of the Defective service and subsequently inform the Customer when the permanent fix has been completed;

4.3.3 obtain confirmation from the Customer's representative making the request that a Defect has been repaired; and

4.3.4 provide information on the cause of Defects to the Contract Manager on a periodic basis, which shall include the content and information set out in Appendix 7 (*Defect Reports*), unless agreed otherwise between the parties.

4.4 Motorola's personnel manning the Motorola Service Desk shall:

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4.4.1 have an understanding of the equipment, build and configuration of the Radio System and the services provided by the Radio System;

4.4.2 have an understanding of Motorola's obligations and liabilities under the terms of the Contract; and

4.4.3 be equipped with appropriate fault diagnostic systems to enable them to ask the correct questions of the enquirer to diagnose the problem and take the appropriate action.

4.5 The Motorola Service Desk will:

4.5.1 provide a response to the Customer's CSR. All calls requiring technical assistance will be logged on to a database to ensure that they are prioritised, tracked, and escalated (as necessary). The Motorola Service Desk will establish and assign the appropriate priority to the call, in accordance with the impact upon Radio System integrity of the reported Defect. CSRs will be managed by the Motorola Service Desk who will assign an appropriate knowledgeable consultant, to respond in accordance with Schedule 2.2 (*Performance Levels*);

4.5.2 document the Customer's enquiries, requests, concerns and related tickets;

4.5.3 document the tracking and resolution of issues; and

4.5.4 manage service requests received from authorised parties and will coordinate the appropriate response with the Customer, Other Service Providers and Third Parties, as necessary, so as to facilitate the timely communication with all stakeholders.

4.6 Motorola shall:

4.6.1 monitor the performance criteria relevant to the Motorola Service Desk set out in this Schedule and Table 2 (*Severity Level Response Goals*) of Appendix 2 (*Service Level Definitions & Response Times*) of Schedule 2.2 (*Performance Levels*); and

4.6.2 ensure that the Motorola Service Desk achieves as a minimum the performance levels specified in Schedule 2.2 (*Performance Levels*) and Motorola shall report performance against these in the Periodic Performance Reports as set out in Schedule 2.2 (*Performance Levels*).

5. CUSTOMER SUPPORT MANAGER

5.1 Motorola shall provide a Customer Support Manager who will:

5.1.1 be the dedicated point of contact for the Customer;

5.1.2 will ensure the service delivery meets the Customer's expectations and look towards continuous improvements as the Customer's requirements evolve and change;

5.1.3 communicate to the Customer enhancements from Motorola products and services as Motorola's develops new and improved solutions to enhance its delivery model and capabilities; and

5.1.4 provide regular reports and reviews to the Customer, including incident case reviews on an agreed periodic basis via a telephone conference call which shall consist of a review all open cases are reviewed and actions agreed between Motorola and the Customer.

5.2 The reviews described in Paragraph 5.1.4 will be held between Motorola and the Customer in accordance with Schedule 6.1 (*Governance*) and shall incorporate agenda as defined within Schedule 6.1 (*Governance*) and will include updates on:

5.2.1 System status;

5.2.2 case updates;

5.2.3 equipment obsolescence;

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5.2.4 operational queries / issues;

5.2.5 new system developments / expansions;

5.2.6 the Customer's road map for the system and operations; and

5.2.7 Lifecycle management plan,

which shall be used to look towards a continuous improvement plan to maximise system availability and user satisfaction.

6. PERFORMANCE REPORTING

6.1 Motorola shall regularly review its progress in fulfilling its service management obligations under this Contract, including its performance against the relevant aspects of Schedule 2.2 (*Performance Levels*).

6.2 When issuing a payment summary in accordance with Schedule 4.1 (*Charges and Invoicing*), Motorola shall produce to the Contract Manager a Periodic Performance Report in respect of the previous Period for discussion at the Service Management Review and the Contract Review Meeting to be held in accordance with Schedule 6.1 (*Governance*).

6.3 The Contract Review Meeting in respect of the relevant period shall take place no less than five (5) Business Days, and no more than ten (10) Business Days, days after the date on which the Periodic Performance Report for that period is rendered or as may be agreed between both Parties.

6.4 The Periodic Performance Report shall be provided by Motorola to the Customer in such electronic form as is agreed between the Customer and Motorola from time to time.

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PART C
SOFTWARE SUPPORT

7. X CORE SOFTWARE

7.1 Motorola shall perform the following software support in respect of the X Core Software:

7.1.1 assistance to the Customer to achieve complete Radio System restoration in the event of a Defect of the Radio System Software. If such Defect occurs during the Term, Motorola shall be responsible to make good such Defect by way of repair or replacement or redesign of Software (other than COTS Products) (including furnishing of redesigned Software (other than COTS Products)) at its option, including the specified MTBFs for the equipment as specified in Appendix 3 (*MTBF List*). For the avoidance of doubt, Motorola shall also be responsible for repairing, replacing or redesigning any hardware associated with a Defect in the Software if required to remedy such Defect. Motorola will rectify such Defect in the Software (other than COTS Products) in accordance with the following procedure:

(A) advice or assistance with 'rebooting' the current installed software version;

(B) advice or assistance with the re-installation of the current installed software version;

(C) diagnostic testing to confirm reproducible Defect in the Software;

(D) evaluation of Defects in the Software to produce a report for inclusion in the System Enhancement Release Software programme;

(E) the availability of SERs that relate to infrastructure items as identified in the equipment list at Appendix 2 *(X Core Equipment List*), will be notified to the Customer as reasonably required, and not more frequently than quarterly;

(F) advice with regard to notified SERs, on strategy, mandatory hardware replacement, Radio System migration, Radio System expansion and implementation;

(G) upon receipt of a request from the Customer for a SER Software implementation kit, Motorola will, within forty-two (42) days, supply, at no additional cost, the software upgrade implementation kit to repair or provide a workaround to the Defect as requested. This kit will include all necessary software in the appropriate package(s) and a 'Method of Procedure' (MOP) to implement the particular SER Software. Upgrade implementation kits are specific to a single quarter e.g. Q1/2020. Upgrade implementation kits must be implemented in date order;

(H) requests to supply the same implementation kits that are additional to previously issued kits will be subject to quotation and charge;

(I) the MOP will describe the content, procedure and contingency plans necessary for implementation of the SER Software by the Customer;

(J) Motorola will maintain a dedicated, product type, generic reference system that is capable of being configured to be representative of the Radio System which shall be available for use by Motorola for, fault finding diagnostics, SER Software testing, simulation of reproducible malfunctions, solution testing;

(K) Motorola shall provide the Customer with Motorola supplied software, hardware and implementation services required to maintain the X Core system at the agreed software and hardware release;

(L) the SUA update includes an entitlement to:

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(1) receive new System Enhancement Release Software including X Core implementation services excluding Dispatcher Terminal positions and NMT's; and

(2) requisite hardware updates/replacement of the X Core Equipment;

(M) Motorola will work with the Customer (or LUL) to ensure that any software upgrades and any requisite hardware updates/replacements will be implemented in a way that will ensure a minimal operational impact;

7.1.2 Software updates for the subscriber equipment identified in the equipment list set out in Appendix 2 (*X Core Equipment List*) will be provided as SER Software and implemented via the Radio Service Software (RSS) programming tools;

7.1.3 new releases of RSS will be issued to the Customer for implementation (which may be performed by the Customer, or where LUL is the Customer, a Third Party); and

7.1.4 Security Management Antivirus and O/S updates, as set out below:

(A) Motorola shall maintain a dedicated vetting lab for each supported DIMETRA Release for the purpose of pre-testing security updates;

(B) Motorola will make the updates available to Third Party suppliers, to allow their support system to be representative of the live Radio System;

(C) updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches and patches for other Windows applications such as Adobe Acrobat;

(D) Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis. Once tested, Motorola will post the OEM vendor supported updates to a secured extranet website and send an email notification to the Customer;

(E) antivirus definitions, which are released weekly; and

(F) if there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. The Customer will be responsible for the download and deployment of these updates to their X Core Radio System.

8. T5TM SOFTWARE SUPPORT

8.1 Motorola shall provide or procure and effect the following software support services for the T5TMs:

8.1.1 Zetron software support team for T5TM;

8.1.2 Zetron maintenance of their reference system;

8.1.3 Zetron Updates to software as required;

8.1.4 Motorola and Zetron administration;

8.1.5 Motorola ESSC support, including telephone technical support;

8.1.6 Zetron certification of updated software;

8.1.7 Winfloss and CPS updates (based on current functionality); and

8.1.8 patches and bug fixes, in the form of Software changes released to correct verified Software errors in the current version, as the Customer may require,

each of Paragraphs 8.1.1 to 8.1.8 being the **"T5TM Software Support Services"**.

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9. LEGACY SOFTWARE

For all Legacy System Assets, Motorola shall only provide restoration only software support with no root cause or bug fixes including the MTM5400 radio whether in the T5TM or on the desktop.

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PART D
HARDWARE SUPPORT

10. TYPE 5 TRAIN MOBILES AND FIXED MOBILES

Legacy System Asset Train Mobile and Fixed Mobile Repairs

10.1 Motorola shall perform repair services for those parts of the Legacy System Asset Train Mobile and Fixed Mobile as set out in Section 5 (*Hardware Repair Legacy System Assets*) of *Appendix 5 (Support Services)*, subject to the availability of parts from the Customer and Motorola collective spares holding. Motorola shall perform such repair services without contractual service level liability and dependent on the level spares in Paragraph 15. This support model applies to all Legacy System Asset Train Mobile and Fixed Mobile assemblies, service level agreements, advanced replacement and sourcing of alternative products and Motorola shall have no liability under this Contract for failure to repair any Train Mobile Hardware save as specified in this Paragraph 10.1. Motorola shall perform repairs on reasonable endeavours with a thirty (30) day turn round time, such thirty (30) days being measured from receipt at Motorola's nominated repair location to receipt back at the nominated Customer storage location.

T5TM Radio Repairs

10.2 Motorola shall:

10.2.1 provide Hardware Repair Service for T5TM radios at a Motorola operated or supervised facility;

10.2.2 operate the Hardware Repair Service on the same basis as the Type 2 and Type 3 repair service (whereby repairs will be carried out for as long as spares are available); and

10.2.3 provide a monthly report detailing the status, location and quantity of spares in stock for T5TM radios including all stock holdings of the main components identified in Paragraph 10.3.4, in order to allow the Parties to manage their respective holdings of spares and to acquire more spares (if available) in a timely fashion,

(the **"T5TM Repair Services"**).

10.3 Motorola shall provide the following hardware support services for the T5TM:

10.3.1 maintenance of the dedicated repair loop;

10.3.2 relevant test equipment;

10.3.3 relevant test jigs;

10.3.4 whilst stock is available, continued supply of the main components to support the T5TM radios:

(A) 10 TRU's;

(B) 10 control heads;

(C) 20 processor boards; and

(D) 6 MTM5400 radios, where the Customer can provide spare units,

and where such stock is not available, Motorola shall (following a notification under Paragraph 10.2.3, repair any existing stock held or, subject to a Variation, procure such additional units as the Parties may agree; and

10.3.5 maintenance of the T5TM in the Hemel reference system,

each of Paragraph 10.3.1 to 10.3.5 being the "**T5TM Hardware Support Services"**.

11. LEGACY SYSTEM ASSETS

11.1 Motorola shall perform hardware repair services for the Legacy System Assets subject to the availability of parts from the Customer and Motorola collective spares holding.

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Motorola shall perform such repair services without contractual service level liability and subject to the holding of Spares pursuant to Paragraph 15. This support model applies to all Legacy System Assets, service level agreements, advanced replacement and sourcing of alternative products and Motorola shall have no liability under this Contract for failure to repair any Legacy System Assets save as specified in this Paragraph 11.

11.2 Motorola shall not be required to perform hardware support for the Legacy System Asset Handportables (MTH800 and MTP6650).

11.3 Motorola shall manage the hardware repair or exchange to a maximum of one hundred (100) Legacy System Asset RF items per year after the Initial NTPP Motorola Term Commencement Date. Repair or exchange of any additional Legacy System Asset RF items over and above this quantity will be charged on a Time and Materials basis in accordance with the rates specified in Schedule 4.1 (*Charges and Invoicing*).

11.4 The Customer shall be responsible for the cost of supply of any replacements for Legacy System Asset RF Items which Motorola is unable to repair to ensure Motorola can continue to provide Advance Exchange services.

12. FIELD SUPPORT

12.1 Motorola shall, at the request of the Customer, provide support to the Customer's field service technicians if the onsite technicians reach an impasse and are unable to restore a Severity Level 1 or Severity Level 2 case.

12.2 Motorola shall provide system support on two levels:

12.2.1 in the first level by telephone or email; and

12.2.2 in the second level being an escalation to Site visit,

which shall be available, via Motorola Service Desk, twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year.

12.3 Motorola shall only respond to calls or emails initiated by a Customer nominated contact.

12.4 If the Radio Service is not restored following the provision of telephone or email support described in Paragraph 12.2.1, then, at the Customer's request, Motorola shall attend each Site as a support function to the Customer. The Customer shall be responsible for making the necessary arrangements to obtain any required visitor passes and/or permission to work (in accordance with Schedule 2.3 (*Access)*), in order to enable the appropriate Motorola support team member to attend the Site.

13. EXCEPTED SERVICES

13.1 The Hardware Support Services in this Part D (*Hardware Support*) shall not include the correction of any Defect or replacement of any item which is necessitated by:

13.1.1 the Customer's failure to maintain a suitable environment for the equipment as defined in MOT/ENG/FDS/7475;

13.1.2 the Customer's neglect or misuse of the equipment, (including physical damage, wilful or otherwise), or failure to operate the equipment in accordance with the manufacturer's instruction manuals;

13.1.3 the Customer's alteration or modification of, or attachment of non-Motorola supplied parts, ancillaries or equipment to the equipment by any party other than Motorola’s or its authorised representative without Motorola’s prior consent;

13.1.4 the maintenance or repairs of the equipment by any party other than the Customer or Motorola without the Motorola’s prior consent;

13.1.5 the Customer's failure, inability, or refusals to afford Motorola’s personnel proper access (either physical, subject to compliance with the Schedule 2.3 (*Access*), or remote) to the equipment;

13.1.6 interference from an outside source. Motorola shall not be responsible for tracing the interference source or removing the cause and/or effect of the interference;

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13.1.7 maintenance of any transmission line, leaky feeder, antenna, mast, tower or tower lighting, Consumables, private or leased wire line circuits and other items not manufactured by Motorola unless specified in the equipment list set out in Appendix 2 (*X Core* Equipment List);

13.1.8 modification or replacement of equipment that is subject to mandatory replacement as advised in accordance with Paragraph 7.1.1(F);

13.1.9 installation, commissioning, removal or re-installation of the equipment other than to effect a repair under the terms of this Contract;

13.1.10 contamination with blood, bodily fluids or tissue;

13.1.11 subject to Paragraph 14 (*Determination of No Fault Found*), a determination of NFF;

13.1.12 cosmetic damage which is minor and does not prevent the operation of the equipment in accordance with the manufacturer's specification for that equipment;

13.1.13 damage to equipment (other than through the default or actions or omissions of Motorola).

13.2 For the avoidance of doubt, the Hardware Support Services in this Part D (*Hardware Support*) shall not include:

13.2.1 the management of Spares purchased by the Customer and held by the Customer; or

13.2.2 battery management regimes for either UPS or handportable radios.

14. DETERMINATION OF NO FAULT FOUND

14.1 If an item of equipment is returned to Motorola for repair and, following testing to its standard parameters; and there is no apparent Defect with the item, then the item will be returned to the Customer as 'no fault found' ("**NFF**") and Motorola shall advise the Customer of the findings.

14.2 In the circumstances that Radio System support requests are made by the Customer which result in there being no identifiable Defect being found, then Motorola shall advise the Customer of the findings.

14.3 If there is a succession of incidents of NFF, then Motorola shall assist the Customer in identifying the reason(s) why the users perceive that there is a recurring Defect.

14.4 Motorola will have the right to make a charge, at the then current rates for labour and, in respect of time expended on testing and identifying incidents of NFF on a time and materials basis in accordance with the rate cards specified in Schedule 4.1 (*Charges and Invoicing*).

15. SPARES

Pricing of Spares

15.1 The prices for Spares are recorded in Appendix 4 (*Spares Price List*) and shall be valid for six (6) months from the Contract Date.

15.2 If Spares are required after the period in Paragraph 15.1, then Motorola shall propose a new 'Spares Price List' as a Motorola Proposed Variation.

15.3 If the Customer wishes to make bulk purchases, the Customer shall request revised prices from Motorola in order to confirm whether more competitive pricing is available.

15.4 The minimum order value for Consumables is [redacted] per order.

Last Time Buy

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15.5 In respect of any equipment not identified as X Core Equipment in Appendix 2 (*X Core* Equipment List, Motorola shall promptly notify the Customer if Motorola becomes aware of any obsolescence or potential obsolescence or unavailability of any spare parts for such equipment in order to provide the Customer with the opportunity to make a last time buy.

15.6 Motorola shall record any alternative part numbers in accordance with the requirements of the applicable Standards and Paragraph 3.1 (*Quality Management System*) of Schedule 2.10 (*Safety, Quality and Environmental Requirements*).

Delivery of Spares

15.7 Motorola shall ensure that the Spares shall be delivered to the Customer's facility or another location within the UK as nominated by the Customer in writing during normal business hours at the delivery address. Each Delivery of Spares shall be accompanied by:

15.7.1 an advice note quoting the Customer purchase order number, number of packages and contents thereof labelled and referenced by line item numbers;

15.7.2 a certificate of conformity confirming that the items supplied meet the requirements of the Customer's purchase order; and

15.7.3 any other documents required (including export control and import documentation necessary for the export or import (if any) of the items or any components to the United Kingdom).

15.8 If Motorola fails to meet any agreed delivery dates for any cause other than Force Majeure, and the Customer has requested expedited shipment, Motorola shall pay any additional costs and expenses relating to such shipment.

15.9 Motorola shall ensure that any items that are subject to shelf life are accompanied by a technical data sheet defining the shelf life and system preservation.

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PART E
SUPPORT SERVICES

16. SUPPORT SERVICES

Motorola shall perform the Support Services in accordance with *Appendix 5 (Support Services)* which are required in order to satisfy the obligations for support services set out in this Schedule 2.2 (*Performance Levels*) and this Schedule.

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APPENDIX 1
CONSUMABLES

A = non-current product accessory
B = piece parts / repair items
D = current product accessory
G = energy products (batteries, chargers etc)
X = non specialist products - generally available in the open market

Item	Category
AC supply in line sealed Power transformer Cable assemblies.	B
Antennas	D
Batteries	G
Cabinet Hardware	B
Cables and Harnesses	X
Computer Diskettes, CDs, ROMs, PROMs EPROMS, Tapes etc.	B
Connectors	B
Displays	X
Earphones	B
Earpieces	D
Fans	B
Filters	D
Fixed Mobile Base Tray	B
Footswitches	D
Fuses	D
Handportable Carrying Accessories e.g. Leather Belts, Holsters, Cases etc	B/X
Handsets	D
Installation Hardware	D
Jack Sockets	B
Knobs	B
Keyboards	B
Lamps	B
Loudspeaker (stand alone)	B
Microphone (stand alone)	D
Mouses I Trackballs	D
Remote Speaker Microphones	D
Single Unit Chargers	G
Multi 6-Way Chargers	G

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APPENDIX 3
MTBF LIST

Description	QTY	MTBF	Train Notices loss of comms	Comment
Ethernet Switch	20	87600	No	Service supplied across redundant paired switches
Core Server	10	87600	No	Redundant Hot standby
Logging Recorder	17	87600	No	One of duplicated recordings lost
NMT / RMT	14	87600	No	Management Terminal does not work
Backhaul Switch (MTS)	10	87600	No	Service supplied across redundant paired switches
Backhaul Firewall (MTS)	20	95293	No	Service supplied across redundant paired fire walls
CGE Router (MTS)	20	250000	No	Service supplied across redundant paired routers
TRC	5	87600	No	Reduced functionality on Dispatcher mimic and Data logging(zone 1 only)/Reduced Capacity OPO test
Dispatch Communications Server (DCS)	25	87600	No	Limited to dispatchers connected to the failed server
DCS router	10	25000	No	Service supplied across redundant paired routers
DSC switch	10	87600	No	Service supplied across redundant paired switches
DCS Firewall	10	95293	No	Service supplied across redundant paired fire walls
Single Dispatcher Position	225	30000	No	Single Dispatcher loss of comms

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APPENDIX 4
SPARES PRICE LIST

Function	Ordered Hw Part Number	Unit Price £	Advance Exchange
KVM	GMLN4204C	[redacted]	Yes
Core Servers (including ISI)	GMLN5541A		Yes
PSMS	GMDN5542A		Yes
Terminal Server	GMDN1152A		Yes
Core LAN Switch	GMLN2544A		Yes
Aggregation Switch	GMLN2544A		Yes
NM/iLO Switch	GMLN2544A		Yes
Remote NM Router	GMLN5598A		Yes
Backhaul Switch	GMLN2544A		Yes
Backhaul Firewall	GM0288C		Yes
CGE Router	GMLN5598A		Yes
Exit Router (legacy Zones)	GMLN5598A		Yes
Core Router (ESL only)	GMLN5598A		Yes
Network Time Server	GMLN5496A		Yes
Service Access Firewall / Backhaul firewall	GM0288C		Yes
GGSN	GMLN5598A		Yes
Border Router	GMLN5598A		Yes
DMZ (CENIB) Switch	GMLN2544A		Yes
CENIB Firewall	GM0288C		Yes
Network Management Terminal & KMF Client	GMLN5449A		Yes
TRC Servers	GMLN5541A		Yes
Depot Gateways	GMLN4750E		Yes
Lan Switch (PN network)	GMLN2544A		Yes
CSMS server Palestra	GMDN5542A		No
VR AIS Server	CA01318AD		Yes
Replay Client	GMLN5608A		Yes
Logging Recorders/ inform servers	GMLN5542A		Yes
Peripheral N/W Router	GMLN5598A		Yes
Peripheral N/W Router	GMLN5598A		Yes
(Rack Mount) NMT PRYMID	GMLN4750E		No
FRU: BR 380-470 MHZ HI+LOW PWR	GMTX4336A		Yes
FRU: SITE CRTL MTS2-4 GPS AND GLONASS	GMCN4739A		Yes
FRU: 900 W PSU	WAPN4335A		Yes
GNSS REMOTE RECEIVER ASSY	PMUG1017B		Yes
FRU: Fan Kit	WALN4381A		Yes
Duplexer Rx 382,5-387,5 MHz	9166512B02		
Pre Selector Rx 382,5-387,5 MHz MTS 4	9166510B02		Yes
ATCC (2 chan.) 380-400 MHz	9166519A02		Yes

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Function	Ordered Hw Part Number	Unit Price £	Advance Exchange
RF GPS single channel transmitter in shielded remote module. (Head-end)	LRT-G1-6H-10-S1310	[redacted]	No
RF GPS single channel receiver in chassis plug-in module. (NTP room end)	LRR-G1-6R-00		No
Power supply, shielded, 100-260V i/p, 12Vdc for shielded remote module. (Head-end)	73507		No

APPENDIX 5
SUPPORT SERVICES

1. SCOPE OF SERVICES

1.1 This Appendix details the Support Services provided in addition to the Services set out in this Schedule and consists of the following:

1.1.1 technical support for the X Core and Legacy System Assets in Section 2 (*Technical Support - X Core and Legacy System Assets*);

1.1.2 support in respect of the following Hardware:

(A) for X Core Hardware in Section 3 (*Network Hardware Repair with Advanced Replacement - X Core*);

(B) for the Motorola MXP600 radios in Section 4 (*MXP600 Radio Support*); and

(C) for Legacy System Assets in Section 5 (*Hardware Repair Legacy System Assets*);

1.1.3 support for self-installed security patches in Section 6 (*Self-Installed Security Patches (Security Management)*); and

1.1.4 system updates for the DIMETRA system in Section 7 (*Network Updates (SUA) X Core*).

2. TECHNICAL SUPPORT - X CORE AND LEGACY SYSTEM ASSETS

2.1 General

2.2 Motorola shall:

2.2.1 deliver technical support through the Motorola Service Desk ; and

2.2.2 maintain a 'Connect' representative reference system used for software and hardware support.

2.3 Description of Technical Support Services

2.3.1 Motorola shall log all calls requiring incident restoration or service requests in Motorola's Customer Relationship Management (CRM) system. Such calls shall be prioritised, updated, tracked and escalated as is reasonably necessary. Motorola's technical support operations team shall assign the impact level in accordance with the Severity Levels.

2.3.2 Motorola will track the progress of each case from initial capture to resolution.

2.3.3 Motorola will advise and inform the Customer of the case progress and tasks that require further investigation and assistance from the Customer's technical resources.

2.3.4 Motorola specialist engineers may need to connect remotely and access both system-wide and subset elements of the System. Permission for such remote access shall not be withheld unreasonably. The online interpretation of these elements by the specialist Motorola engineers is used to analyse faults as well as run system optimisation programs.

2.3.5 Following a reported incident, where remote access is provided, the MSD will remotely restore system functionality in line with the Remote Restoration service level. Any Service Level included in this service does not apply to, nor include, the time required for the Customer to provide Motorola with remote access into its system, nor does it include the time required for an on-site technician to perform the task, or any travel and site access times.

2.3.6 If a remote connection cannot be established or delivered, the Customer must provide system logs, defined by the MSD, to enable the Motorola technical

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engineer to assist with a solution for on-site restoration. This is not part of the remote resolution service offer.

2.4 **Scope**

2.4.1 Technical support is available 24 hours a day, 7 days a week, 365 days a year for Severity 1 and Severity 2 Incidents.

2.4.2 Technical support availability for Severity 3 and 4 incidents is outlined in the Severity Level Response Goals.

2.5 **Inclusions**

The technical support service will be delivered on Motorola sold infrastructure including integrated Third Party products, such as the voice recorder and train dispatch sub system.

2.6 **Limitations and Exclusions**

The following activities are outside the scope of the technical support service:

2.6.1 emergency on-Site visits required to resolve technical issues that cannot be resolved with the MSD working remotely with the Customer's technical resources (except in respect of Severity 1 and / or Severity 2 technical issues);

2.6.2 third-party support for equipment not sold by Motorola;

2.6.3 System installations, updates, and expansions;

2.6.4 Customer training;

2.6.5 Hardware repair and/or exchange;

2.6.6 network security services, which shall be performed instead pursuant to Schedule 2.5 (*Security Management*);

2.6.7 network transport management;

2.6.8 ATIA Analyser;

2.6.9 any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola’s Security Update Service when applicable;

2.6.10 any technical support required to remedy a cybersecurity vulnerability in the system as a result of obsolescence or technical design change;

2.6.11 once the Software running on the infrastructure has been deemed end of life by the vendor, the remote technical support service will be limited to service restoration only. There will be no root cause analysis offered or available for Incidents or technical requests.

2.7 **Motorola Responsibilities**

Motorola shall:

2.7.1 provide the MSD in accordance with the terms of this Schedule;

2.7.2 respond initially to Incidents and technical requests in accordance with the response times set forth in the Severity Level Response Time Goals and the severity;

2.7.3 when a connection is provided, provide remote restoration in accordance with response times set out in the Remote Restoration service level

2.7.4 if remote access cannot be achieved provide a list of system logs that would be required to remotely diagnose a reported incident;

2.7.5 provide the Customer a plan of action outlining additional requirements, activities or information required to achieve restoration and / or fulfilment;

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2.7.6 maintain communication with the Customer in the field as needed until resolution of the case;

2.7.7 co-ordinate technical resolutions with agreed upon Third Party vendors, as needed;

2.7.8 manage functionally escalated support issues to additional Motorola technical resources, as applicable; and

2.7.9 determine, in its sole discretion, when a case requires more than the technical support services described in this Appendix and notify the Customer of an alternative course of action.

2.8 **Customer Responsibilities**

The Customer shall:

2.8.1 contact the MSD in order to engage the technical support service, providing the necessary information to allow entitlement to be confirmed, including the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem;

2.8.2 maintain suitably trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system;

2.8.3 supply suitably skilled and trained on-site presence when requested by the MSD;

2.8.4 provide remote access to enable remote restoration service;

2.8.5 if a remote connection cannot be established or delivered, the Customer shall provide system logs, defined by the MSD, to enable the Motorola Technical Engineer to assist with a solution for on-site restoration;

2.8.6 validate issue resolution prior to close of the case in a timely manner;

2.8.7 acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions, the Severity Level Response Time Goals and the Remote Restoration service level section in this document;

2.8.8 cooperate with Motorola and perform such acts that are reasonably required or necessary to enable Motorola to provide the Technical Support (provided that such acts do not cause the Customer to incur any cost and / or require additional man hours); and

2.8.9 obtain, at the Customer's cost all Third Party consents or licenses required to enable Motorola to provide the Service in respect of such Systems or System Assets which are not supplied or maintained pursuant to this Contract.

2.9 **Remote Restoration**

Remote Restoration is as defined in Table 3 (*Remote Restoration Response Times*) of Appendix 2 (*Service Level Definitions & Response Times*) of Schedule 2.2 (*Performance Levels*) and details the response time for the Remote Restoration service.

3. **NETWORK HARDWARE REPAIR WITH ADVANCED REPLACEMENT - X CORE**

3.1 **General**

3.1.1 Motorola will provide the Customer with Advanced Replacement unit(s) as they are available in exchange for the Customer's malfunctioning unit(s).

3.1.2 Malfunctioning unit(s) will be evaluated and repaired by Motorola's repair centre and returned to the centre's FRUs inventory upon completion of repair.

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3.2 **Description of Services**

Infrastructure components are repaired at a Motorola authorised repair centre. At Motorola's discretion, select Third Party infrastructure may be sent to the original equipment manufacturer or Third-Party vendor for repair.

3.3 **Scope**

Repair authorisations are obtained by contacting the Motorola Service Desk which is available 24 hours a day, 7 days a week, 365 days a year or by emailing the ESCC at the following ESCC.Admin@motorolasolutions.com

3.4 **Inclusions**

3.4.1 Network Hardware repair with Advanced Replacement is available on Motorola sold infrastructure (including integrated 3rd party products) in Appendix 2 (X Core Equipment List) and where specified in the column entitled "Advance Exchange" in Appendix 4 (Spares Price List). Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

3.4.2 The Hardware Repair for Systems applies to FRUs which covers the core site equipment, including core Dispatcher Terminals and Site equipment subsystems. The cycle time for repairs is typically on average twenty (20) days - defined as in-house repair time - and excludes any transportation time.

3.5 **Exclusions**

If infrastructure is no longer supported by either Motorola, the OEM, or a Third-Party vendor, as applicable, Motorola may return said equipment to the Customer without repair or replacement. The following items are excluded from Hardware Repair with advanced replacement:

3.5.1 all Motorola manufactured infrastructure hardware more than five (5) years from product cancellation date;

3.5.2 all Third-Party hardware equipment supplied by Motorola, more than the support period highlighted in the OEM's cancellation policy which will be announced by Motorola on product cancellation;

3.5.3 physically damaged infrastructure;

3.5.4 Third Party equipment not provided by Motorola;

3.5.5 consumable items including, but not limited to, batteries, antennas, connectors, cables, toner/ink cartridges, laptop computers, monitors, keyboards and mice;

3.5.6 test equipment;

3.5.7 racks, furniture and cabinets;

3.5.8 non-standard configurations, the Customer modified infrastructure and certain Third Party infrastructure are excluded from advanced replacement services; and

3.5.9 firmware and/or software updates.

3.6 **Motorola Responsibilities**

Motorola shall:

3.6.1 enable the Customer access to the MSD which is operational 24 hours a day, 7 days per week, 365 days a year to create requests for advanced replacement service;

3.6.2 provide an up to date list of FRUs that qualifies for Advanced Replacement;

3.6.3 provide new or reconditioned FRU's to the Customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain functionally equivalent boards and circuits, as the Customer's FRU;

3.6.4 load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer's software version/configuration is not provided, cycle time delays will be incurred;

3.6.5 package and ship Advance Replacement FRU from the FRU inventory to the Customer specified address:

(A) during normal operating hours of Monday through Friday 6:00am to 6:00pm, excluding public holidays, FRU's will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, the Customer will be responsible for all shipping and handling charges; and

(B) the Customer's malfunctioning FRU will become the property of the Motorola Repair Centre or select Third Party and the Customer will own the advanced replacement FRU;

3.6.6 provide a repair RA number upon the Customer's request for infrastructure that is not classified as an advanced replacement FRU;

3.6.7 provide a repair RA number so that the returned FRU can be repaired and returned to FRU stock

3.6.8 receive malfunctioning FRU from the Customer, carry out repairs and testing and return it to the FRU stock;

3.6.9 receive malfunctioning infrastructure from the Customer and document its arrival, repair and return; and

3.6.10 perform the following service on Motorola infrastructure:

(A) perform an operational check on the infrastructure to determine the nature of the problem;

(B) replace malfunctioning FRUs or components;

(C) verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable;

(D) perform a box unit test on all serviced infrastructure;

(E) provide the following service on select Third Party infrastructure:

(F) perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with NFF to Third Party vendor for repair, when applicable;

(G) ship malfunctioning infrastructure components to the original equipment manufacturer or Third Party vendor for repair service, when applicable;

(H) track infrastructure sent to the original equipment manufacturer or Third Party vendor for service; and

(I) perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions as originally designed in a Motorola system configuration, when applicable.

3.7 **Customer Responsibilities**

The Customer shall:

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3.7.1 instruct the service agent to contact the Motorola Service Desk (and request a RA prior to shipping malfunctioning infrastructure or Third Party infrastructure to Motorola;

3.7.2 provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure;

3.7.3 indicate if FRU or Third Party FRU being sent in for service was subjected to physical damage or lightning or other external damage;

3.7.4 follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service;

3.7.5 provide a purchase order and number to secure payment for any costs described herein;

3.7.6 pay for shipping of advanced replacement from Motorola Repair Centre if the Customer requested shipping outside of standard business hours or carrier programs;

3.7.7 properly package and ship at the Customer's expense, the malfunctioning FRU. the Customer is responsible for properly packaging the malfunctioning FRU to ensure that the shipped FRU arrives un-damaged and in a repairable condition. the Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned;

3.7.8 within five (5) Business Days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package the Customer's malfunctioning FRU and ship the malfunctioning FRU to Motorola's Repair Centre for evaluation and repair. The Customer must send the return air bill back to the Motorola Repair Centre in order to facilitate proper tracking of the returned FRU. the Customer will be subject to a full replacement fee for FRU's not shipped within five (5) Business Days;

3.7.9 for FRUs and/or Third Party FRU repairs that are not exchanged in advance, properly package the FRU and ship the malfunctioning FRU, at the Customer's expense and risk of loss to Motorola;

3.7.10 within the packaging of the returned product, include a documented report of all errors, with enough detail to permit Motorola to reproduce the error, and also assist Motorola with recreating and diagnosing each error;

3.7.11 clearly print the Return Authorisation on the outside of the packaging;

3.7.12 maintain information of software/applications and firmware for re-loading of FRU; and

3.7.13 co-operate with Motorola and perform all acts that are reasonably required or necessary to enable Motorola to provide the infrastructure repair services to the Customer (provided that such acts do not cause the Customer to incur any cost and / or require additional man hours).

4. MXP600 RADIO SUPPORT

4.1 Description of Services

This section describes the repair and support service for the Motorola MXP600 radios which comprises the following elements:

4.1.1 Non-Technical Support, as described in Section 4.2.1 (*Non-Technical Support*);

4.1.2 Remote Technical Support, as described in Section 4.2.2 (*Remote Technical support*);

4.1.3 Software Maintenance, as described in Section 4.2.3 (*Software maintenance*); and

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4.1.4 Hardware Repair, as described in Section 4.2.4 (*Repair*).

4.2 Scope

4.2.1 Non-Technical Support

Motorola shall perform Non-Technical Support which enables the Customer to make general enquiries regarding devices and associated business activities, such as repair status. Requests will be registered via the Motorola Service Desk and directed to the appropriate teams for response.

4.2.2 Remote Technical support

Motorola shall perform Remote Technical Support for Device issues that require troubleshooting expertise. Requests for Remote Technical Support will be registered via the Motorola Service Desk and directed to the appropriate team for response.

4.2.3 Software maintenance

Motorola shall perform:

(A) Software Maintenance which provides the Customer with access to the latest available software update to the applicable device and the applicable software update tool. device software updates can be applied by the Customer using the relevant tools. This Software Maintenance shall provide access to:

(1) device software updates; and

(2) device Software programming tool updates; and

(B) Software releases for devices can include cyber security updates to fix a vulnerability identified on that device.

4.2.4 Repair

Motorola shall perform Hardware repair which shall facilitate the repair of or replacement of Hardware at a Motorola operated or supervised facility that utilises the same test equipment and original Motorola components used in the manufacture of the Hardware. Hardware shall be repaired in accordance with the product specifications published by Motorola at the time of delivery of the original product via:

(A) repairs, adjustments and restorations, if appropriate, for manufacturers defects of any Hardware that malfunctions or does not otherwise meet the relevant specifications whilst being used within the operational and environmental parameters specified by Motorola; and / or

(B) Hardware updates, if applicable, as may be specified in a Motorola Engineering Change Notice.

4.3 Motorola responsibility

Motorola shall be responsible for:

4.3.1 Non-Technical Support Coverage Hours: Motorola will provide non-technical helpdesk support during standard business hours Monday to Friday 09:00hrs to 17:00hrs CET (**"Support Days"**), excluding 25th and 26th December and 1st January;

4.3.2 Hardware Repair: Motorola will provide repair with an estimated 5 Business Day in-house turnaround time provided that the relevant Hardware is delivered to the repair centre by 9:00am (local repair centre time). In-house turnaround time represents the time the Hardware spends at Motorola in the repair process; it does not include time in transit including customs process (import or export).

Turnaround times are an estimate only and are not a guarantee. Hardware received for repair in larger quantities than is deemed reasonable by Motorola may not be repaired within the 5 Business Day estimate. Motorola may use new, refurbished and used component parts to complete a repair; and

4.3.3 Shipping: Motorola will provide two-way shipping of the equipment repaired to the Customer's location and bear all costs and risks associated with this transportation, excluding any customs clearance, duties and taxes incurred. Such transportation will take place subject to Incoterms 2010 (DAP).

4.4 **Customer Responsibilities**

The Customer shall be responsible for:

4.4.1 Initiating Remote Technical Support: the Customer shall complete and submit a Technical Support Request Form via email. When contacting Motorola for Technical Support, the Customer shall provide the Serial Number of the relevant Hardware;

4.4.2 Error Reporting: the Customer shall:

(A) document and promptly report all detected errors to Motorola with enough detail to permit Motorola to reproduce the error; and

(B) provide such assistance as Motorola may reasonably require in order to recreate and diagnose each error;

4.4.3 Installation of Software releases: where needed the Customer will install the software release provided by Motorola (to the extent such software release is required and agreed pursuant to this Contract);

4.4.4 Compliance with License Terms: the Customer shall comply with the terms of all relevant End User License Agreements pertaining to the Software. Motorola may suspend its provisioning of support or to take further action if the Customer is found to be in breach of such license agreements;

4.4.5 Initiating Repair: the Customer shall complete a Service Request Form (SRF) for each faulty item of Hardware and label the package correctly and arrange for the faulty item of Hardware to be collected and sent to Motorola for repair;

4.4.6 Device Preparation: the Customer shall remove any data, recordings or other information from the relevant Hardware that it wishes to destroy or retain prior to sending the relevant item of Hardware to Motorola for repair; and

4.4.7 Packaging: the Customer shall package all items in accordance with commercial standards.

4.5 **Limitations and Restrictions**

4.5.1 Any Customer request or Motorola proposal in respect of:

(A) investigation and resolution of problems caused by any Third Party Software, accessory or peripheral that is not approved in writing by Motorola for use with the product;

(B) investigation and resolution of problems caused by unauthorised alterations or software modifications;

(C) non-remedial work including administration and operator procedures, reprogramming, and operator or user training; and

(D) use of Software releases except as provided for under the responsibilities outlined in Section 4 (*MXP600 Radio Support*),

shall be submitted, and if agreed, implemented, in accordance with the Variation Procedure.

4.5.2 Motorola is not obliged to provide support for any Hardware that has been:

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(A) repaired, tampered with, altered or modified — except by Motorola Solutions authorised service personnel (including the unauthorised installation of any software) and / or the correct installation of Motorola or Third Party option boards; or

(B) subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.

4.5.3 Standard hardware and software support can be provided until the end of the NTPP Initial Term. On the announcement of end of sale of the product, the Parties shall discuss whether a further support extension is possible, and, if so, the Parties shall document the applicable terms through the Variation Procedure.

4.6 **Network Hardware Repair – Legacy System Assets**

4.6.1 Motorola shall perform the Hardware Repair services for Legacy System Assets using the Parties collective and individual holdings of Spares pursuant to Paragraph 15 (*Spares*). Motorola shall be relieved of its obligation to provide the Hardware Repair where parts required for such services are not available (and Motorola has complied with their obligations in Paragraph 15 (*Spares*).

4.6.2 This support model applies to the following Legacy System Assets and includes the applicable service level agreements, advanced replacement and sourcing of alternative products.

(A) Core Zone Network Equipment;

(B) PN Equipment Etrain, TrackerNet, CIS; and

(C) Dispatcher Sub System Centracom.

4.7 **Support Legacy System Assets**

Motorola shall not provide support for Software or Hardware for the MTM700, MTH800, MTM800, MTP6650, MTM5200 and MTM5400.

4.8 **Train Mobile and Fixed Mobile Support Legacy System Assets**

Motorola shall perform the Train Mobile and Fixed Mobile repair services subject to availability of parts from the Parties' collective and individual Spares holding (including using working MTM700, MTM800, MTM5400 to maintain the Train Mobile fleet) in accordance with Part D (*Hardware Support*)) for:

4.8.1 Fixed Mobile;

4.8.2 Type 1 Train Mobile and Type 2 Train Mobile;

4.8.3 Type 3 Train Mobile;

4.8.4 control heads and Handsets for Train Mobile;

4.8.5 REIUs; and

4.8.6 Tag Readers.

5. **HARDWARE REPAIR LEGACY SYSTEM ASSETS**

5.1 **General**

Motorola shall provide a hardware repair service for all of the Motorola Legacy System Assets and select third-party Legacy System Assets supplied by Motorola. Motorola shall:

5.1.1 coordinate the equipment repair logistics process of these Legacy System Assets; and

5.1.2 manage and perform the repair of these Legacy System Assets,

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through the Motorola Repair Centre.

5.2 **Description of Services**

5.2.1 Motorola shall arrange for the repair of infrastructure components at Motorola Repair Centres. Motorola may, in its discretion, select Third Party infrastructure may be sent to the original equipment manufacturer or Third Party vendor for repair.

5.2.2 Motorola shall perform the repair services using the Parties collective and individual holdings of Spares pursuant to Paragraph 15 (*Spares)* and without a contractual service level commitment.

5.2.3 Motorola's expected cycle time for Legacy System Asset repairs is an average of thirty (30) days - defined as in-house repair time - and excluding any transportation time.

5.3 **Scope**

The Customer may request and obtain repair authorisations by contacting the Motorola Services Desk or by emailing the ESCC at the following ESCC.Admin@motorolasolutions.com.

5.4 **Inclusions**

Motorola shall provide FRU for the following Legacy System Assets:

5.4.1 Type 1 Train Mobile and Type 2 Train Mobile;

5.4.2 Type 3 Train Mobile;

5.4.3 Type 5 Train Mobile;

5.4.4 control heads and Handsets for Train Mobile;

5.4.5 REIUs; and

5.4.6 Tag Readers.

5.5 **7.4 Exclusions**

Motorola shall not provide FRU in respect of Legacy System Assets:

5.5.1 physically damaged infrastructure;

5.5.2 Third-Party equipment not shipped or supplied by Motorola;

5.5.3 consumable items including batteries, connectors, cables, toner/ink cartridges, laptop computers, monitors, antennas, storage media keyboards and mouse;

5.5.4 test equipment;

5.5.5 racks, furniture and cabinets;

5.5.6 firmware and/or software updates; and

5.5.7 MTM700, MTH800, MTM800, MTM5400 or MTP6650 units and accessories.

5.6 **Motorola Responsibilities**

Motorola shall:

5.6.1 maintain the Customer with access to the Motorola Support Desk in accordance with Paragraph 4 (*Motorola Service Desk*), to create requests for repair service;

5.6.2 provide repair RA numbers when requested by the Customer;

5.6.3 receive malfunctioning infrastructure from the Customer and document its arrival, repair and return;

5.6.4 perform the following services on any returned infrastructure:

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(A) perform an operational check on the infrastructure to determine the nature of the problem;

(B) verify that the infrastructure is returned to Motorola manufactured specifications, as applicable;

(C) perform a box unit test on all serviced infrastructure; and

(D) perform a system test on select infrastructure; and

5.6.5 provide the following service on select Third Party infrastructure:

(A) perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with NFF to Third Party vendor for repair, when applicable;

(B) ship malfunctioning infrastructure components to the original equipment manufacturer or Third Party vendor for repair service, when applicable;

(C) track infrastructure sent to the original equipment manufacturer or Third Party vendor for service;

(D) perform a post-test after repair by Motorola, original equipment manufacturer, or Third Party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable;

(E) properly package repaired infrastructure; and

(F) ship repaired infrastructure to an address specified by the Customer during normal operating hours of Monday through Friday 6:00am to 6:00pm, excluding public holidays. Motorola shall send all FRU by a two-day air service unless otherwise requested. Motorola be responsible for the costs of such shipping, unless the Customer requests shipments outside the times and / or carrier programs specified above.

5.7 **Customer Responsibilities**

The Customer shall:

5.7.1 contact or procure its service agent to contact the Motorola Service Desk and request a Return Authorisation prior to shipping malfunctioning infrastructure;

5.7.2 provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure and any other additional information Motorola may reasonably request;

5.7.3 indicate if infrastructure or Third Party infrastructure being sent in for service was subjected to physical damage or lightning or other external damage;

5.7.4 provide a purchase order and number to secure payment for any costs that are outside the scope of this Contract;

5.7.5 properly package and ship the malfunctioning FRU (at its expense) to ensure that the shipped infrastructure arrives in repairable condition, including:

(A) clearly print the Return Authorisation on the outside of the packaging; and

(B) within the packaging of the returned product, include a documented report of all errors with enough detail to permit Motorola to reproduce the error, and also assist Motorola with recreating and diagnosing each error;

5.7.6 maintain versions and configurations for software / applications and firmware to install on repaired equipment;

5.7.7 cooperate with Motorola to enable Motorola to provide the infrastructure repair services to the Customer; and

5.7.8 obtain at the Customer's cost, all Third Party consents or licenses as detailed in this Contract which are required to enable Motorola to provide the Service.

6. SELF-INSTALLED SECURITY PATCHES (SECURITY MANAGEMENT)

6.1 X Core - Self-Installed Security Patches

Motorola maintains a dedicated vetting lab for each supported DIMETRA release for the purpose of pre-testing security updates.

6.2 Self-Installed Security Patches Statement of Work

The Parties shall manage the cybersecurity of the System and the Services in accordance with Schedule 2.5 (*Security Management*).

6.3 Description of Self Installed Security Patches Service

Once tested, Motorola will post the OEM vendor supported updates to a secured extranet website and send an email notification to the Customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. The Customer will be responsible for the download and deployment of these updates on applicable components and rebooting updated components.

6.4 Scope

6.4.1 To prevent the software running on the System becoming unable to support the pre-tested and published security patches, Motorola must be able to implement software and hardware updates as defined in this Appendix and Schedule 2.5 (*Security Management*).

6.4.2 Motorola shall deliver the following security updates for installation by the Customer in accordance with the update release cadence specified below:

Table 1: Update Cadence

Software	Update Release Cadence
ESET Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows Third Party (Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly

6.5 Exclusions

The security updates that Motorola provides under this Section 6 (*Self-Installed Security Patches (Security Management)*) shall exclude the following:

6.5.1 security updates for systems with non-standard configurations that have not been certified (unless otherwise agreed in writing between Motorola and the Customer);

6.5.2 interim or unplanned releases outside the supported release cadence;

6.5.3 pretested intrusion detection system (**"IDS"**) signature updates for IDS solutions;

6.5.4 product updates; and

6.5.5 shared network infrastructure firmware, such as transport and firewall firmware.

6.6 Motorola Responsibilities

Motorola shall:

6.6.1 obtain relevant Third Party software security updates as made available from each OEM, including antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other Third Party patches that Motorola deployed in DIMETRA system releases. Motorola does not control

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when these updates are released, shall seek to provide the updates in accordance with the following cadence:

(A) Antivirus definitions– weekly; and

(B) Windows OS updates – monthly;

6.6.2 Perform each assessment of relevant Third Party software to incorporate the security updates into the Self Installed Security Patches service, and Motorola anticipates that such assessment will take at least one week plus 36 hours of examination time to evaluate the impact each update has on the system;

6.6.3 perform verification testing of updates;

6.6.4 pre-test Security Technical Implementation Guidelines (STIG) recommended remediation when applicable;

6.6.5 release all tested updates to the Motorola secure extranet site;

6.6.6 include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release;

6.6.7 if no updates are released by the OEMs during the usual time period, Motorola will send a notice that no new patches were sent;

6.6.8 notify the customer of the availability of such updates and / or releases by email; and

6.6.9 maintain a supported Self Installed Security Patches Service DIMETRA release matrix on the extranet site for reference.

6.7 **Customer Responsibilities**

The Customer shall:

6.7.1 establish a means for accessing and downloading the pre-tested updates which are made available electronically by Motorola (via Motorola's extranet website);

6.7.2 deploy the tested files to System as instructed in the “Read Me” text provided by Motorola;

6.7.3 implement recommended remediation(s) on the System, as determined necessary by the Customer;

6.7.4 in respect of patches for the Security Update Service, upgrade system to a supported system release as necessary to continue service;

6.7.5 comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner (where such terms have been provided to the Customer for review and approval in advance);

6.7.6 in respect of patches for the Security Update Service, install Motorola deployed approved Third Party file updates on system components that have been supplied by Motorola but are not part of the Radio System;

6.7.7 adhere closely to the Motorola Service Desk troubleshooting guidelines provided upon system acquisition. A failure to follow MSD guidelines may cause the Customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to submit a Motorola Proposed Variation to record any additional remediation efforts;

6.7.8 upgrade the System to a supported system release as necessary in order to continue service; and

6.7.9 when a security update requires a reboot, reboot servers and workstations after security updates are installed. Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

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6.8 **Disclaimer**

6.8.1 This service tests OEM security updates. The Parties acknowledge and agree that:

(A) delivering security updates for specific software depends on OEM support for that software;

(B) if an OEM removes support (end-of-life) from deployed software, Motorola will work with the OEM to reduce the impact, but may remove support for the affected software from this service, with as much notice to the Customer as is possible; and

(C) OEMs determine security update schedules, supportability, or release availability without consultation from Motorola. Motorola will obtain and test security updates when they are made available and incorporate those security updates into the next appropriate release.

7. **NETWORK UPDATES (SUA) X CORE**

7.1 **General**

Motorola shall, in respect of the Radio System:

7.1.1 provide the then-current DIMETRA Software throughout the Term;

7.1.2 maintain a current state-of-the-art system with access to the latest features and enhancements;

7.1.3 provide access to software repair fixes and performance improvements in between upgrades;

7.1.4 ensure that the system is always running on DIMETRA Software;

7.1.5 ensure that the system is always running on supported hardware;

7.1.6 provide access to the latest available standard and optional features, recognising that the optional features will require an additional fee for licensing and hardware; and

7.1.7 ensure that network updates are performed with minimal interruption to system operation and with minimal reliance on the Customer's resources.

7.2 **Description of Service and Obligations**

7.2.1 The Network Update service includes entitlement to new Releases of DIMETRA Software including implementation services and the requisite hardware updates / replacement of Switch Equipment, Network Management Terminals (NMT) on the System.

7.2.2 The Parties acknowledge and agree that:

(A) the Parties intend for the System to be running on supported DIMETRA Software;

(B) despite Section 7.2.2(A), the Customer is not required to install every Release or SER Software release, and may elect to:

(1) install later Releases or SER Software or revert to an earlier supported Release; or

(2) operate the System on the Release which is in current use by the Customer, which may result in the Customer entering an Extended Support Period as further described in Sections 7.2.6 and 7.2.7; and

(C) if the Customer elects to install a Release in order to avoid entering an Extended Support Period, the Parties acknowledge the importance of

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allowing sufficient time to complete the installation of the Release before the Extended Support Period commences.

7.2.3 In relation to the X Core Equipment, as required to ensure that the System is always running on DIMETRA Software and hardware, Motorola shall, or shall procure from relevant OEM vendors, the repair or replacement of all such hardware throughout the Term, to the extent required to ensure, that the relevant:

(A) Software remains on the then-current release; and

(B) hardware does not become obsolete.

7.2.4 Motorola shall, on no less than on a quarterly basis, provide the Customer with the then-current version of the DIMETRA Software and X Core Equipment product release Roadmap. The Roadmap shall include:

(A) at least twenty-four (24) months before the Release Date for a Release, the high-level details of that Release, including such information as the Customer may reasonably require to assess whether the Customer should implement that Release when it becomes available; and

(B) at least twelve (12) months before Release Date for a Release is to be made available by Motorola:

(1) the full details of the Release and the requisite hardware updates, including the list of standard and optional features and functionality and details of any actual performance, technical or security benefits of that Release; and

(2) the details of the reduction in scope and performance including in respect of:

(a) patches and bug fixes for Defects in the Software;

(b) system expansions; and

(c) the availability of future security patches for System Assets,

during the Extended Support Period.

(C) with as much notice as is reasonably practicable before the Release Date of any System Enhancement Release Software, bug fixes, patches, maintenance releases or modifications of a minor nature for the DIMETRA Software, the details of the relevant bug fix, patch, maintenance activity or modification.

7.2.5 On the Release Date, Motorola shall:

(A) notify the Customer that the Release or System Enhancement Release Software and the requisite hardware equipment is available to the Customer;

(B) make the Release or System Enhancement Release Software available to the Customer either:

(1) for delivery by Motorola's field engineering team; or

(2) for download from the Motorola customer hub portal.

for a period of twenty-four (24) months from the relevant Release Date; and

(C) provide the support for such Release or System Enhancement Release Software in accordance with this Section 7 until the beginning of the Extended Support Period.

7.2.6 In respect of each Release, Motorola shall perform the reduced service or performance support specified in Section 7.2.4(B), for the duration of the period:

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(A) beginning on the date calculated in Section 7.2.7; and

(B) expiring on the earlier of:

(1) the date on which the Customer has implemented a subsequent Release on the Radio System;

(2) the date which is eighty-four (84) months following the Release Date plus a period equal to the duration of a delay as described in Section 7.2.7(B) or 7.2.7(C) (calculated in whole Business Days); and

(3) the Expiry Date,

(the **"Extended Support Period"**).

7.2.7 The Extended Support Period shall commence on the date which is the latest of:

(A) forty-eight (48) months following the Release Date for that Release;

(B) if the parties have a bona fide agreement to proceed with, and the Customer has commenced or effected the commencement of, the implementation of a Release on the Radio System, the date specified in that agreement; and

(C) in respect of any delay which is caused or contributed to by Motorola, including the breach of this Contract or other act or prevention directly or indirectly caused by Motorola, including where the Release does not achieve the Customer's testing requirements, the date in Section 7.2.7(A) or 7.2.7(B) (as applicable) plus a period equal to the duration of such delay (calculated in whole Business Days).

7.2.8 On the expiry of the Extended Support Period, Motorola shall no longer be required to provide support for the corresponding Release, unless the Parties agree otherwise in writing.

7.2.9 Motorola will provide implementation services necessary to update the system to a future system release with an equivalent level of functionality. Any implementation services that are not directly required to support the Network Update are not included. Unless otherwise stated, implementation services necessary for System Enhancement Release Software, system expansions, platform migrations, including stations, consoles, backhaul, civil, network changes and additions, and/or new features or functionality that are implemented concurrently with the Network Update are not included.

7.3 **Motorola Responsibilities**

Motorola shall:

7.3.1 provide the Roadmap and any software release notes to the Customer;

7.3.2 assign program management support required to perform the Network Update;

7.3.3 assign field installation labour required to perform the Network Update in accordance with the relevant Network Update plan;

7.3.4 assign Network Update operations engineering labour required to perform the Network Update;

7.3.5 provide system survey data requirements to the Customer in order to create and deliver a Network Update implementation plan based on:

(A) site survey data for new System Enhancement Release Software;

(B) an infrastructure system audit; and

(C) if applicable, additional system equipment needed to implement a system release**;**

7.3.6 include in the Network Update implementation plan:

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(A) a proposal defining the system release and equipment requirements;

(B) an installation plan; and

(C) impact to system users during the actual field update implementation;

7.3.7 ensure Third Party license and maintenance agreements for equipment supplied and maintained by Motorola are kept current; and

7.3.8 use the reference system for Third Party software supplier or developer to provide any certification, support or testing before, during and after the implementation of new software.

7.4 **Customer Responsibilities**

The Customer shall:

7.4.1 contact Motorola upon receiving the Roadmap to schedule and engage the appropriate Motorola resources for a Network Update;

7.4.2 provide Motorola access to all relevant Sites to allow the Network Update to be implemented;

7.4.3 co-operate with Motorola and perform all acts that are reasonably required or necessary to enable this service to be provided to the Customer including, if necessary, the installation of a server which will be connected to Motorola and will be used for system auditing, software uploads, and software update installation;

7.4.4 when requested, co-operate with Motorola to assist in providing relevant information for the creation of the Network Update plan;

7.4.5 review software installation plans and user impact and where applicable discuss with the appropriate Customer Personnel, LUL Personnel and / or end user personnel;

7.4.6 where applicable provide Motorola with the current system passwords;

7.4.7 assist in site walks of the system during the system audit when necessary;

7.4.8 where applicable provide a list of any FRUs and/or spare hardware to be included in the Network Update;

7.4.9 purchase any additional software, hardware and implementation services necessary to implement optional system release features or system expansions; and

7.4.10 provide or purchase labour to implement optional system release features or system expansions.

7.5 **System Readiness Checkpoint**

All items listed in this Section 7.5 must be completed prior to a scheduled Network Update.

7.5.1 **Motorola Responsibilities**

Motorola shall:

(A) deliver release notes to accompany each Release, Release and System Enhancement Release Software;

(B) validate with the Customer that appropriate system backups have been completed;

(C) work with the Customer to validate that all system maintenance is current;

(D) work with the Customer to validate that all available patches and antivirus updates have been applied to the Radio System; and

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(E) work with the Customer and any Other Service Provider to validate system configuration data.

7.5.2 **Customer Responsibilities**

The Customer shall:

(A) ensure that all appropriate system backups are completed and tested before any network update is undertaken;

(B) validate that all system maintenance activities are up to date;

(C) validate that the agreed patches and antivirus updates have been applied in accordance with this Contract; and

(D) provide system configuration data as required by Motorola to validate in advance of scheduled Network Updates.

7.6 **Network Update**

7.6.1 **Motorola Responsibilities**

Motorola shall perform the Network Update in accordance with the system elements outlined in this Section 7 (*Network Updates (SUA) X Core*).

7.6.2 **Customer Responsibilities**

The Customer shall:

(A) inform system users of Network Update plans and scheduled system downtime; and

(B) co-operate with Motorola and perform all acts of interdependence that reasonably required or necessary to enable Motorola to provide Network Update services including, if necessary, the installation of a server which will be connected to Motorola and will be used for system auditing, software uploads, and software update installation.

7.7 **Update Completion**

7.7.1 **Motorola Responsibilities**

Motorola shall:

(A) deliver updates to existing documentation relating to the changes within the Release, Release System Enhancement Release Software;

(B) deliver post update implementation training to the Customer as needed;

(C) validate all Network Update deliverables are complete as contractually required; and

(D) obtain Network Update completion sign off from the Customer.

7.7.2 **Customer Responsibilities**

The Customer shall:

(A) co-operate with Motorola in efforts to complete any post update punch list items as needed; and

(B) provide Motorola with Network Update completion sign off in accordance with the timelines in the relevant Network Update plan.

7.8 **Exclusions and Limitations**

The Parties agree that:

7.8.1 non-standard configurations of DIMETRA that have not been implemented by Motorola under this Contract or otherwise certified by Motorola are specifically

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excluded from the DIMETRA Network Update unless otherwise agreed in writing between Motorola and the Customer or included in this Appendix 5 (*Support Services*);

7.8.2 DIMETRA Network Update does not cover any hardware or software supplied to the Customer when purchased directly from a Third Party, unless specifically included or contemplated in this Schedule or as otherwise agreed between the Parties; and

7.8.3 the Services do not cover software support for virus attacks or other applications that are not part of the Services, or unauthorised modifications or other misuse of the Software.

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APPENDIX 6
SUA AND LEGACY ACTIVITIES

1. SUA AND LEGACY ACTIVITIES

1.1 In this Appendix 6 (SUA and Legacy Activities):

1.1.1 Table 1: Maintenance Regime – Maintenance Services summarises the maintenance services that Motorola shall perform to the Customer under the SUA, Legacy and Reduced Legacy arrangements as described in this Schedule;

1.1.2 Table 2 Maintenance Regime – Asset Type summarises the maintenance regime that will apply to the relevant System Assets; and

1.1.3 Table 3 Basestation Maintenance Regime summarises the extent to which specific maintenance services will be provided under each maintenance regime (as described in further detail in this Schedule, covering:

(A) Connect only MTS; and

(B) Combined ALU/MTS,

(C) which shall include those Consumables specified in Appendix 1 (Consumables).

1.2 Motorola shall provide the SUA support to the Customer in respect of the identified assets from the NTPP Service Commencement Date for the duration of the Term.

1.3 Motorola shall provide Legacy Support and Reduced Legacy Support in accordance with the dates specified in Table 2 Maintenance Regime – Asset Type.

2. TABLE 1: MAINTENANCE REGIME – MAINTENANCE SERVICES

		Maintenance Regime			
		SUA	**Legacy**	**Reduced Legacy**	**Notes**
Maintenance Services	**Motorola Service Desk**	Yes (*Paragraph 4*)	Yes (*Paragraph 4*)	Yes (*Paragraph 4*)	[redacted]
	Technical Support	Yes (Section 2 (*Technical Support - X Core and Legacy System Assets*) of Appendix 5 (*Support Services*))	Yes (Section 2 (*Technical Support - X Core and Legacy System Assets*) of Appendix 5 (*Support Services*))	Limited to Field Support (Section 2 (*Technical Support - X Core and Legacy System Assets*) of Appendix 5 (*Support Services*))	
	Remote Restoration	Yes (Section 2 (*Technical Support - X Core and Legacy System*	Yes (Section 2 (*Technical Support - X Core and Legacy System*	No	

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		Maintenance Regime			
		SUA	**Legacy**	**Reduced Legacy**	**Notes**
		Assets) of Appendix 5 (*Support Services*))	*Assets*) of Appendix 5 (*Support Services*))		[redacted]
	Customer Support Manager (CSM)	Yes (*Paragraph 5 (Customer Support Manager)*)	Yes (*Paragraph 5 (Customer Support Manager)*)	Yes (*Paragraph 5 (Customer Support Manager)*)	
	Field Support	Yes (*Paragraph 12*)	Yes (*Paragraph 12*)	Yes (*Paragraph 12*)	
	Hardware Repair	Yes (Paragraph 6 and Section 3 (*Network Hardware Repair with Advanced Replacement - X Core*) of Appendix 5 (*Support Services*)	Yes (Paragraph 11)	Yes (Paragraph 11)	
	Hardware Replacement	Yes (Section 3 (*Network Hardware Repair with Advanced Replacement - X Core*) of Appendix 5 (*Support Services*))	No	No	
	Self-installed Security Patches and Anti-virus Definitions	Yes (Section 6 (*Self-Installed Security Patches (Security Management)* of Appendix 5 (*Support Services*))	No	No	

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		Maintenance Regime			
		SUA	**Legacy**	**Reduced Legacy**	**Notes**
	Network Updates (SUA) Software Releases (e.g. 9.4, 10.0)	Yes (Section 7 (*Network Updates (SUA) X Core*) of Appendix 5 (*Support Services*))	N/A	N/A	[redacted]
	Network Updates (SUA) Hardware Updates (e.g. 9.4, 10.0)	Yes (Section 7 (*Network Updates (SUA) X Core*) of Appendix 5 (*Support Services*))	N/A	N/A	
	Hardware Refresh Plan end of life product risk	Yes (Section 7 (*Network Updates (SUA) X Core*) of Appendix 5 (*Support Services*))	N/A	N/A	
	Network Updates (SER) Interim Software Patches (e.g. 9.1.1, 9.1.2)	Yes (Section 7 (*Network Updates (SUA) X Core*) of Appendix 5 (*Support Services*))	N/A	N/A	

3. **TABLE 2 MAINTENANCE REGIME – ASSET TYPE**

		Maintenance Regime			
		SUA - From the Service Commencement Date for the duration of the Term (subject to Paragraph 1.4)	**Legacy From the Service Commencement Date for a period of one year**	**Reduced Legacy From end of the provision of legacy support**	**Notes**
Asset Type	**Legacy Core - Hardware**	N/A	No	No (unless and until a Variation is entered into)	
	Legacy Core – Software	N/A	No	No	
	Dispatcher DCS – Core Hardware	Yes	N/A	N/A	
	Dispatcher DCS – Non-Core Hardware	Yes	N/A	N/A	Supply to Customer only Implementation to the field is Customer Responsibility.
	Dispatcher DCS - Software	Yes	N/A	N/A	
	Dispatcher DCS C# - Software	Yes	N/A	N/A	
	Train Mobile– Hardware **(Type 1 + 3 + 5)**	N/A	Yes (Paragraph 11 and (Section 3 (*Network Hardware Repair with Advanced Replacement - X Core*) of Appendix 5 (*Support Services*))) and for the period set out	Yes (Paragraph 11 and (Section 3 (*Network Hardware Repair with Advanced Replacement - X Core*) of Appendix 5 (*Support Services*)) and for the period set out	

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			in Paragraph 9	in Paragraph 9	
	Train Mobile – Software (Type 1 +3)	N/A	Yes (but Field Support only)	Yes (but Field Support only)	
	Train Mobile – Software (Type5)	Yes (Paragraph 8, Paragraph 10 and (Section 7 (*Network Updates (SUA) X Core*) of Appendix 5 (*Support Services*))	N/A	N/A	
	Fixed Mobile - Hardware	N/A	Yes (Paragraph 10 and Section 3 (*Network Hardware Repair with Advanced Replacement - X Core*) of Appendix 5 (*Support Services*)) and for the period set out in Paragraph 9	Yes (Paragraph 10 and Section 3 (*Network Hardware Repair with Advanced Replacement - X Core*) of Appendix 5 (*Support Services*)) and for the period set out in Paragraph 9	
	Fixed Mobile – Software	N/A	Yes (but Field Support only)	Yes (but Field Support only)	
	Hand portable MTH800	No	No	N/A	
	Hand portable MTP6650	No	No	N/A	
	Hand portable MXP600	Yes (as per Section 4 (*MXP600 Radio Support*) of	No	N/A	

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		Appendix 5 (*Support Services*))			
	Desk top Mobile MTM5200	No	No	N/A	
	Desk top Mobile MTM5400	No	No	N/A	
	MTS (Core) Hardware	No	No	N/A	
	MTS (Core) Software	Yes	No	N/A	
	X Core - Hardware	Yes	No	N/A	
	X Core Software	Yes	No	N/A	
	Spares	Yes (in respect of Spares purchased pursuant to the first purchase order placed under this Contract after the Effective Date)	No	N/A	Additional Spares purchased from Appendix 4 (*Spares Price List*) can be optionally added to the SUA at time of purchase in accordance with the Variation Procedure.
	RF Equipment	N/A	Yes (see Paragraph 11)	N/A	RF Items

4. **TABLE 3 BASESTATION MAINTENANCE REGIME**

	Maintenance Regime			
	SUA - From the Service Commencement Date for the duration of the Term (subject to Paragraph 1.4)	**Legacy From the Service Commencement Date for a period of one year**	**Reduced Legacy From end of the provision of legacy support**	**Notes**

Connect only MTS – Hardware	Yes (Section 6,7 and 8)	No	N/A	1. Hardware repair including Advance Exchange (AE) service 2. The MTS is NOT included in the SUA hardware refresh program
Connect / ALU MTS - Hardware	Yes (Section 6,7 and 8)	No	N/A	1. Hardware repair including Advance Exchange (AE) service. 2. The MTS is NOT included in the SUA hardware refresh program
Connect MTS - Software	Yes	N/A	N/A	
Airwave MTS - Software	N/A	Yes Supplied under the Airwave Contract	Yes Supplied under the Airwave contract	

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APPENDIX 7
DEFECT REPORTS

1. **CONTENT**

1.1 Motorola's periodic reports on the cause of Defects in Paragraph 4.3.4 (*Motorola Service Desk*) shall include the following content and information:

1.1.1 details of volumes and performance of telephone and email requests to the Motorola Service Desk in that period;

1.1.2 details of incident cases reported, including case severity and system support responses based on severity level;

1.1.3 details of the advanced exchange activities under the Contract, including details of the exchanged units and serial numbers;

1.1.4 details of any legacy repair activities in that period, with product-specific details for 6-way charger repairs, fixed mobile repairs; train mobile repairs (including NFFs), RF repairs and MXP600 repairs;

1.1.5 case updates;

1.1.6 MTN updates;

1.1.7 cancellation bulletins and details of any legacy equipment that will cease to have hardware repair support under the Contract (broken down by at-risk products (with the corresponding part numbers) and at high products (with the corresponding part numbers);

1.1.8 quote status; and

1.1.9 Release updates,

each showing a trend analysis in order to allow the parties to ascertain opportunities for improved reliability of the Services.

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SCHEDULE 2.10

SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

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PART A : SAFETY

1. SAFETY MANAGEMENT SYSTEM

1.1 Motorola shall have a safety management system that meets the requirements of this Contract.

1.2 Without prejudice to the generality of Clause 9.1.1 (*Safety, General Provisions*) and Clause 55 (*Compliance with Policies and Laws*) but subject to Clause 8.3 (*Change in Law*), Motorola when performing its obligations under this Contract:

1.2.1 shall comply with all relevant health, safety and environmental Law applicable to the Services or to Motorola in performing the Services and shall, where applicable and Motorola is reasonably able to do so, enable and assist the Customer to comply with all relevant health, safety and environmental Law applicable to the Customer, the System or the Underground Network and which is affected by the performance by Motorola of this Contract;

1.2.2 shall comply with:

(A) the Contract QUENSH Conditions as flowed down from the Customer's (or, if the Customer is not LUL, LUL's) Safety Plan and the Rule Book as are relevant to the performance of this Contract from time to time; and

(B) any and all other reasonable requirements specified from time to time after the Contract Date by the Customer relating to the performance of the Contract,

in order to ensure, so far as reasonably practicable, the safety of all employees, agents, contractors (including Motorola and Connected Persons), passengers and other invitees of any member of the LUL Group who are on or near or may be adversely affected by the System; and

1.2.3 shall comply with all relevant principles, guidance and regulations published from time to time by Regulatory Bodies which are applicable to the Services or the System; and shall, where applicable and Motorola is reasonably able to do so, enable and assist the Customer to comply with all relevant principles and guidance published from time to time by such Regulatory Bodies which are applicable to the Customer or, where LUL is not the Customer, LUL and which are relevant to this Contract.

1.3 The Customer shall at no cost or charge to Motorola provide such assistance for the purpose of enabling Motorola to comply with its obligations under Clause 9.1.3 (*Safety, General Provisions*) and this Paragraph 1.3 which only the Customer is reasonably capable of providing.

1.4 Where the Customer (or, where LUL is not the Customer, LUL) is subject to any legislative or regulatory duty, responsibility, liability or requirement relating to the Services or the System (**"LUL Regulatory Condition"**) which will not be satisfied, discharged or fulfilled by Motorola performing its obligations under the Contract, Motorola shall (i) obtain the Customer's approval or consent, such approval or consent not to be unreasonably withheld or delayed, before implementing any arrangements or carrying out any works or other activities which may materially affect the Customer's ability to comply with any LUL Regulatory Condition and (ii) comply with the Customer's reasonable directions for ensuring compliance by the Customer with LUL Regulatory Conditions.

1.5 The Customer will notify Motorola from time to time of:

1.5.1 any corporate safety objectives issued by the Customer; and

1.5.2 any additional requirements in relation to health and safety notified from time to time or any amendments to or reissue of the Contract QUENSH Conditions.

2. CONSTRUCTION (DESIGN MANAGEMENT) REGULATIONS 2015

2.1 For the purposes of the Construction (Design and Management) Regulations 2015 (the **"CDM Regulations"**) the Customer is the client and the NTPP Prime will be the Principal Contractor or Contractor (as defined in the CDM Regulations) in respect of the Services (insofar as they consist of or include construction work as defined in the CDM Regulations).

2.2 Without prejudice to its other obligations under this Contract, Motorola shall, as may be reasonably required in the course of carrying out its Services, cooperate with and support the Customer (or, where LUL is not the Customer, LUL) and the NTPP Prime in the performance of their respective duties imposed by the CDM Regulations to include but not be limited to Health, Safety, Welfare, Training, Information, Co- Operation, Consultation and Engagement.

2.3 Without prejudice to its obligations under this Paragraph 2, insofar as it is required by the Services and applicable Law, Motorola shall apply the general principles of prevention as set out in the Management of Health and Safety at Work Regulations 1999.

2.4 In carrying out its Services, Motorola shall coordinate with the NTPP Prime as is reasonably necessary and as reasonably required to cooperate and coordinate as directed by the NTPP Prime with third party contractors carrying out works or activities on any immediately adjacent neighbouring sites insofar as such works or activities are directly affected by the Works or Services.

2.5 Motorola in respect of the Services (insofar as they consist of or include construction work as defined in the CDM Regulations) agrees to perform such applicable duty or duties imposed by the CDM Regulations.

2.6 To the extent applicable Motorola shall apply the general principles of prevention at all times, in accordance with the Management of Health and Safety at Work Regulations 1999. These set out the principles duty holders, in accordance with the CDM Regulations, should use in their approach to identifying the measures they should take to control the risks to health and safety. The general principles of prevention are set out in full in Appendix 1 (*Work Related Road Risk*) (of the HSE Guidance on CDM Regulations, reference L153), but in summary they are to:

2.6.1 avoid risks where possible;

2.6.2 evaluate those risks that cannot be avoided; and

2.6.3 put in place proportionate measures that control them at source.

2.7 The CDM Regulations requires designers, principal designers, principal contractors and contractors to take account of the principles of prevention in carrying out their duties.

2.8 Motorola and the NTPP Prime shall provide each other with all necessary assistance which they may reasonably require in order to fulfil their respective obligations pursuant to any appointment made under Paragraphs 2.2 and 2.7:

2.8.1 Motorola shall work with the NTPP Prime to ensure there is cooperation with others outside the construction site who may be affected by the activities on site. This includes coordinating the activities of contractors on the principal contractor's site with contractors on any neighbouring sites, particularly where the activities on each site combine to create hazards outside the sites that need to be addressed jointly.

2.8.2 Where the Parties do not agree the application of the CDM Regulations to any aspect of the Services, then the Parties shall consult with each other in order to try to reach agreement, failing which they shall make a joint approach to the Health and Safety Executive for guidance.

PART B: QUALITY

3. QUALITY MANAGEMENT SYSTEM

3.1 Motorola shall have a quality management system that meets the requirements of this Contract and requirements of the Customer and which, as a minimum shall:

3.1.1 be certified to BS EN ISO9001 standard, or equivalent standard, by a United Kingdom Accreditation Service (**"UKAS"**) (or equivalent) accredited certification body or Motorola shall have a quality management policy, and also an independently audited quality management system to the standard of BS EN ISO9001, or equivalent; and

3.1.2 be consistent with and support the principles set out in LUL's Health, Safety and Environment Policy as communicated to Motorola from time to time..

3.2 All quality engineering activities shall be conducted using industry recognised standards.

3.3 Motorola shall ensure that it does not make any changes to its production processes or to the sources of raw materials and/or components used in the manufacture or assembly of Goods which may have any adverse effect on the quality, finish, form, fitness for purpose, function, service life, reliability, maintainability, interchangeability or safety of the Goods without the prior written permission of the Customer (which may be conditional on the completion of satisfactory testing where required by the Customer).

4. QUALITY PLAN

4.1 Motorola shall submit to the Customer for Approval a plan specifically for this Contract one (1) month before the Services Commencement Date in accordance with the Contract QUENSH Conditions which covers all aspects of Motorola's obligations under the Contract (the **"Quality Plan"**).

The Quality Plan shall address the matters required to be considered by the QUENSH Conditions.

Updating the Quality Plan

4.2 Motorola shall update the Quality Plan if necessary as a result of Motorola's auditing regime or any Corrective Action Notices issued by the Customer.

4.3 Motorola shall provide the Customer with copies of all documents issued pursuant to the above, and where relevant shall make the Customer a controlled copy holder.

5. CERTIFICATE OF CONFORMITY

5.1 A Certificate of Conformity is required in relation to delivery of materials, signed by an authorised member of Motorola's company with responsibility for assessing the quality of the materials supplied.

5.2 The Certificate of Conformity shall include the requirements of Motorola's national approvals relevant to the Goods or Services provided.

PART C : ENVIRONMENT

6. INTRODUCTION

6.1 The London Mayor's Transport Strategy and the Mayor's London Environment Strategy sets out a number of detailed strategic aims on air quality, water, waste, climate change adaptation, and climate change mitigation and energy.

6.2 The Customer expects Motorola to play a supporting role in helping the Customer with LUL's current and future environmental objectives and targets, to ensure the delivery of all current and future Mayoral policies and strategies relevant to LUL.

7. ENVIRONMENTAL MANAGEMENT SYSTEM

7.1 Motorola shall have an environmental management system which, as a minimum meets the requirements below:

7.1.1 the environmental management system shall be certified to the BS EN ISO14001 standard, or equivalent standard, by a United Kingdom Accreditation Service (**"UKAS"**) (or equivalent) accredited certification body or Motorola shall have an environmental management policy, and also an independently audited environmental management system to the standard of BS EN ISO14001, or equivalent;

7.1.2 Motorola shall carry out environmental aspect and impact assessments to identify all potential environmental aspects and impacts related to their activities, products and services they deliver and Motorola shall provide details of any necessary environmental control measures. These are included in risk and benefit identification, control and mitigation measures outlined in designs and safe systems of work for any element of the works;

7.1.3 Motorola shall review the environmental aspect and impact assessments as a minimum once a year, but must ensure they, and any associated control and mitigation measures, remain pertinent to the works; and

7.1.4 the environmental management system shall be consistent with and support the principles set out in LUL's Health, Safety and Environment Policy.

8. ENVIRONMENTAL MANAGEMENT PLAN(S)

8.1 As part of Motorola's environmental management system, Motorola shall ensure it has in place and keeps up to date an Environmental Management Plan and provide evidence or details of this to the Customer on reasonable request. This Environmental Management Plan should take into account the following aspects:

8.1.1 ensure environmental aspects are considered and incorporated in to its activities;

8.1.2 use partnership working on environmental matters (for example regulators, environmental bodies, industry groups, client and supply chains);

8.1.3 identify all potential environmental aspects and impacts of the contract, specific to its activities (from planning to delivery) demonstrating how Motorola intends to minimise the potential risks and impacts;

8.1.4 ensure its environmental key performance indicators and targets contribute to the objectives and targets where the key themes are:

(A) carbon, energy and climate resilience; including, demonstrating that it is actively minimising use of energy derived from fossil fuels; Setting and achieving a target/reduction in Carbon Dioxide emissions;

(B) reduction of air pollutants; including, setting and achieving targets for reduction in air pollutants (particulate matter and nitrogen oxides) from sources under control of Motorola, not through air sampling; demonstrating how it is meeting LUL's vehicle emissions requirements;

(C) reduction of noise, nuisance and vibration; including, setting and achieving a target/reduction in noise;

(D) materials, resources and waste management; including, demonstrating a reduction in use of resources, such as water, minimising the generation of waste; avoiding the use and production of hazardous materials and the prevention of pollution. Achieving a percentage of waste diverted from landfill rate of ninety-nine per cent (99%) (or an equivalent reuse and recycling rate); and

(E) maintaining and, where possible, enhancing the quality of the built and natural environment;

8.1.5 include an environmental staffing plan, describing Motorola's environmental management organisation structure, identifying roles, accountabilities and responsibilities, and points of liaison. The staffing plan must demonstrate resources are appropriate to the scale and nature of the work.

8.2 Motorola shall support and assist the Customer with the production and the development of a contract specific Environmental Management Plan "Customer EMP" and any provide reasonable support to any updates required to such plan.

9. ENVIRONMENTAL GENERAL REQUIREMENTS

9.1 Without prejudice to its other obligations contained in this Contract, Motorola shall ensure that it carries out its obligations in response to any environmental incidents and their reporting in a manner agreed with the Customer.

9.2 Motorola shall comply with and shall ensure all Goods and Services comply with all applicable laws and regulations current during the performance of work pursuant to this Agreement including without limitation:

9.2.1 all relevant health and safety (including CE marking) and environmental Regulations including: (i) the Waste Electrical and Electronic Equipment Regulations; (ii) Regulation EC No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (the REACH Regulations); and/or (iii) the Restriction of the Use of Certain Hazardous Substances in Electrical Equipment Directive (Directive 2011/65/EU) as implemented in the UK by the Restriction of the Use of Certain Hazardous Substances in Electrical Equipment Regulations 2012 (the RoHS Regulations);

9.2.2 the Montreal Protocol (the Supplier will also identify to the Customer any Goods that are controlled by the same);

9.2.3 the 2010 Dodd-Frank Wall Street Reform and Customer Protection Act and the U.S. Securities Exchange Commission 2012 Final Rule in relation to the procurement of conflict minerals; and

9.2.4 the requirements of the Modern Slavery Act 2015,

9.2.5 On delivery, Motorola shall provide all data required to comply with the Regulations at no cost to the Customer including, but not limited to, the provision of safety data sheets and the provision of signed and dated REACH and RoHS declaration forms (which must confirm details in respect of any exclusions or exemptions that have been applied) in relation to substances within the remit of the REACH Regulations and/or RoHS Regulations (at no cost to the Customer). Such data shall be provided in a format reasonably required by the Customer.

9.2.6 Following request from the Customer, Motorola shall provide a full material declaration form.

9.2.7 The obligations on Motorola in this Paragraph 9 apply for the whole of the term of this Agreement and in addition Motorola shall, following a written request from the Customer, update that information to reflect any changes in the Regulations (including but not limited to the addition of further substances to the Candidate List, Annex XIV or the Restricted list of the REACH Regulations and additional substances being added to the RoHS Regulations). The obligation to update the information provided shall apply both for the term of this Agreement and for a period of ten (10) years after the end of that period.

9.2.8 Further, Motorola shall promptly following a request from the Customer provide evidence of its compliance to an auditable process that ensures that the Regulations are being complied with and grant the Customer, it's representatives and/or any regulatory authority (having jurisdiction) reasonable access (at the Customer's cost, except in the case of regulatory audits) to audit Motorola's compliance.

10. SUSTAINABLE DESIGN AND OPERATIONS

10.1 Motorola shall address, as a minimum, the following principles to maximise the sustainable performance of its activities, including but not limited to:

10.1.1 using principles that consider the longer-term design life of the building and System Assets and that will offer solutions that will remain state of the art;

10.1.2 designing systems and installing and maintaining equipment that will reduce energy use and the operational cost of the buildings and System Assets. In particular Motorola shall as standard:

(A) ensure energy efficiency measures are utilised; and

(B) ensure that the new systems are compatible with the energy system and load requirements at the existing site.

11. CLIMATE RESILIENCE

11.1 Motorola shall ensure that any design, installation and maintenance work takes into account the climate parameters over the whole design life in which the building and System Assets must perform, to support resilience to extreme weather.

11.2 Motorola shall ensure that the building and System Assets remain fit-for-purpose for the Customer during its design life period, taking into account the range of extreme weather and climate parameters that may occur during that time. This includes, but is not limited to:

11.2.1 where applicable, keeping the buildings and System Assets within specified temperature tolerances as defined in LUL's standards relevant to the building and System Asset types applicable to this contract; and

11.2.2 ensuring refits include measures to assist with keeping buildings and System Assets resilient during their design life.

12. REDUCING CARBON EMISSIONS AND WATER USAGE

12.1 Where practicable, Motorola shall:

12.1.1 ensure that when replacing System Assets, Motorola uses assets with more energy efficient equipment. Motorola shall notify the Contract Manager where this is not technically feasible, including. heritage feature; and

12.1.2 measure and report on carbon emissions and develop plans to reduce carbon emissions and energy usage that supports the Customer in delivering its programme to improve energy efficiency, helping decrease emissions and lower costs.

13. AIR QUALITY AND DUST

Control of Vehicle Emissions

13.1 For the avoidance of doubt, the obligations under this Paragraph 13 shall only apply to vehicles that are used solely for the delivery of services under this Contract. Motorola will at all times comply with Motorola's company vehicle emission policy.

13.2 Motorola shall ensure that in the procurement or leasing of vehicles for use in the delivery of the Services:

13.2.1 consideration is given to CO2, air quality and noise impacts; and.

13.2.2 a technology neutral approach is adopted .

13.3 All new vehicles used in the delivery of the Services shall meet or exceed the following CO2 limits and European emission standards (Euro Standards) at the Service Commencement Date:

13.3.1 cars - maximum certified CO2 emissions of one-hundred and five (105) g/km and a minimum of Euro V emission standards;

13.3.2 vans equal to or less than one-thousand two-hundred and five (1205) kg kerb weight – maximum certified CO2 emissions of one-hundred and fifteen (115) g/km CO2 and a minimum of Euro V emission standards;

13.3.3 vans between one-thousand two-hundred and five (1205) and one-thousand six-hundred and sixty (1660) kg kerb weight – maximum certified CO2 emissions of one- hundred and fifty-five (155) g/km CO2 and a minimum of Euro V Emission standards;

13.3.4 vans greater than one-thousand six-hundred and sixty (1660) kg kerb weight – maximum certified CO2 emissions of two-hundred and fifteen (215) g/km CO2 and a minimum of Euro V emission standards; and

13.3.5 heavy duty vehicles greater than three-thousand five-hundred (3500) kg kerb weight – Euro V emission standards.

13.4 If any vehicles used in the provision of the Services are due for replacement before the end of the Term, Motorola shall ensure that the replacement vehicle/engine meets or exceeds the European emission standards and CO2 limits (if applicable) for that year in which it is introduced into the fleet. If vehicles/engines to meet the requirements are not available by the specified deadline, then the Customer will consider acceptance of an alternative standard proposed by Motorola until such time as those vehicles become available.

European Emission Standards for Road Vehicles

13.5 In line with Mayoral environmental strategy and LUL's commitments to reduce carbon dioxide emissions, Motorola is encouraged to include zero or ultra low carbon vehicles such as electric or plug-in hybrid or biomethane vehicles in their fleet where possible.

13.6 Any necessary recharging/refuelling infrastructure required for low carbon vehicles to be supplied by Motorola on the Customer's (or, where LUL is not the Customer, LUL's) premises will only be permitted subject to the Customer's written acceptance and by separate agreement on maintenance, installation and running costs. Where Motorola operates such vehicles, operating experience and data will be shared with the Customer on request.

13.7 Motorola shall select vehicles for the performance of the Services which meet the highest environmental criteria and will be eligible for a one-hundred (100)% discount from the Congestion Charge. Motorola shall be solely responsible for payment of any Congestion Charge and the Customer does not accept any claims for reimbursement of Congestion Charges.

13.8 Motorola will ensure that all vehicles used in the performance of the Services are operated in such a way to ensure that environmental impacts are reduced as far as reasonably practicable. Operating data for all vehicles will be shared with the Customer when requested.

13.9 Motorola shall:

13.9.1 ensure vehicles used in connection with the Services are regularly serviced in line with the manufacturer's recommendations

13.9.2 ensure all faults or problems on such vehicles are repaired/addressed as soon as practicable; and

13.9.3 monitor and record all vehicle fuel and mileage in connection with the performance of the Services.

Dust

13.10 Motorola shall use the best practicable means to reduce dust and other emissions at all times and not to create a dust nuisance

13.11 If the Customer decides that Motorola is not dealing adequately with the control of dust or other emissions, the Customer may instruct Motorola to carry out such additional measures as the Customer considers are necessary. Such measures will not be subject to the Variation Procedure.

14. WASTE AND RESOURCES MANAGEMENT WASTE ELECTRONIC AND ELECTRICAL EQUIPMENT

14.1 With regard to the latest version of the Waste Electrical and Electronic Equipment Regulations 2006, Motorola shall indemnify and keep indemnified the Customer as a result of any Losses, which it incurs as a result of any failure on the part of Motorola or the relevant producer to comply with the requirements of this legislation.

14.2 Without prejudice to its obligations in relation to the Schedule 2.6 (*Standards*), Motorola shall:

14.2.1 when procuring any WEEE Equipment for use in accordance with the Services whether by direct purchase by Motorola, purchase on behalf of the Customer, lease or otherwise, in accordance with the WEEE Regulations Motorola shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

(A) all WEEE Equipment; and

(B) all WEEE Equipment arising from System Assets placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment; and

14.2.2 indemnify and keep indemnified the Customer as a result of any Losses which it incurs as a result of any failure on the part of Motorola or the relevant producer to comply with the terms of Paragraph 14.2.1.

Recycled Content of Materials

14.3 The Customer shall seek to ensure a minimum of twenty per-cent (20%) of the total material value of products and materials selected for the works derives from reused and recycled content and Motorola will assist with this objective.

15. POLLUTION PREVENTION

15.1 Motorola shall comply with all Laws and best practice to prevent pollution and environmental nuisance.

16. REDUCING THE ENVIRONMENTAL IMPACT OF MATERIALS

16.1 Motorola shall perform the required due diligence to ensure that only responsibly (non-conflict) sourced materials / minerals are supplied to the Customer under this Contract. For the purposes of this condition 21.2 minerals shall include without limitation

16.1.1 tantalum (columbite-tantalite also known as coltan and its derivatives);

16.1.2 tin (cassiterite and its derivatives);

16.1.3 tungsten (wolframite and its derivatives);

16.1.4 gold and

16.1.5 Rare Earth Metals: a set of 17 chemical elements in the periodic table that were defined by the International Union of Pure and Applied Chemistry (IUPAC) http://www.iupac.org/.

16.2 Motorola shall have policies and procedures in place to ensure that they produce legitimate goods and that they source their materials through legitimate channels and shall provide those policies and procedures to the Customer for audit purposes on demand.

APPENDIX 1

WORK RELATED ROAD RISK

Where applicable this Appendix will apply to the Contract and Motorola will ensure compliance of relevant logistics providers:

1. **MEANING OF EXPRESSIONS**

1.1 For the purposes of Sections 2.1 to 9.1 (inclusive) of this Appendix, the following expressions shall have the following meanings:

"Alternative Scheme" has the meaning given in Section 2.1.1 of this Appendix;

"Bronze Accreditation" the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk

"Car-derived Vans" a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

"Collision Report" a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;

"Delivery and Servicing Vehicle" a Lorry, a Van or a Car-derived Van;

"Driver" any employee of Motorola (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of Motorola while delivering the Services;

"DVLA" Driver and Vehicle Licensing Agency;

"FORS" the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance

"FORS Standard" the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk

"Gold Accreditation" the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk

"Lorry" a vehicle with an MAM exceeding three thousand five hundred (3,500) kilograms;

"MAM" the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

"Side Guards" guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;

"Silver Accreditation" the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk

"Van" a vehicle with a MAM not exceeding three thousand five hundred (3,500) kilograms;

"WRRR Self- certification Report" has the meaning given in Section 7.1 of this Appendix.

2. **FLEET OPERATOR RECOGNITION SCHEME ACCREDITATION**

2.1 Where Motorola operates Delivery and Servicing Vehicles to provide the Services, it shall at the time of the Contract Date:

2.1.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Customer, is an acceptable substitute to FORS (the **"Alternative Scheme"**); and

2.1.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the

FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where Motorola has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

3. **SAFETY EQUIPMENT ON VEHICLES**

3.1 Motorola shall ensure that every Lorry, which it uses to provide the Services, shall:

3.1.1 have Side Guards, unless Motorola can demonstrate to the reasonable satisfaction of the Customer that the Lorry will not perform the function for which it was built if Side Guards are fitted;

3.1.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;

3.1.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and

3.1.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

4. **DRIVER LICENCE CHECKS**

4.1 Where Motorola operates Delivery and Servicing Vehicles to provide the Services Motorola shall ensure that:

4.1.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and

4.1.2 each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or Motorola's risk scale, provided that Motorola's risk scale has been Approved in writing by the Customer within the last twelve (12) months:

(A) zero (0) – three (3) points on the driving licence – annual checks;

(B) four (4) – eight (8) points on the driving licence – six (6) monthly checks;

(C) nine (9) – eleven (11) points on the driving licence – quarterly checks; or

(D) twelve (12) or more points on the driving licence – monthly checks.

5. **DRIVER TRAINING**

5.1 Where Motorola operates Delivery and Servicing Vehicles to provide the Services Motorola shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of this Contract.

6. **COLLISION REPORTING**

6.1 Where Motorola operates Delivery and Servicing Vehicles to provide the Services, Motorola shall:

6.1.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and

6.1.2 within fifteen (15) days of the Service Commencement Date and at any other time on request by the Customer, provide to the Customer a Collision Report.

Motorola shall provide to the Customer an updated Collision Report within five (5) Business Days of a written request from the Customer.

7. SELF-CERTIFICATION OF COMPLIANCE

7.1 Where Motorola operates Delivery and Servicing Vehicles to provide the Services, within ninety (90) days of the NTPP Service Commencement Date, Motorola shall make a written report to the Customer detailing its compliance with Sections 3.1, 4.1 and 5.1 of this Appendix (the **"WRRR Self-certification Report"**). Motorola shall provide updates of the WRRR Self-certification Report to the Customer on each three (3) month anniversary of its submission of the initial WRRR Self-certification Report.

8. OBLIGATIONS OF MOTOROLA REGARDING SUB-CONTRACTORS

8.1 Motorola shall ensure that those of its Sub-contractors who operate Delivery and Servicing Vehicles to provide the Services shall:

8.1.1 comply with Section 2.1; and

8.1.2 where its Sub-contractors operates the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:

(A) For Lorries – Sections 3.1, 4.1, 5.1 and 6.1; and

(B) For Vans – Sections 4.1, 5.1, and 6.1;

as if those Sub-contractors were a party to this Appendix.

9. FAILURE TO COMPLY WITH WORK RELATED ROAD RISK OBLIGATIONS

9.1 If Motorola fails to comply with Sections 2.1, 3.1, 4.1, 5.1, 6.1, 7.1 and 8.1:

9.1.1 Motorola has committed a material breach of this Appendix; and

9.1.2 the Customer (or, where LUL is not the Customer, LUL) may refuse Motorola, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Customer (or, where LUL is not the Customer, LUL) for any purpose (including but not limited to deliveries).

SCHEDULE 2.11

BUSINESS CONTINUITY AND DISASTER RECOVERY

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1. INTRODUCTION

1.1 The purpose of this Schedule is to set out Motorola's obligations in relation to:

1.1.1 maintaining adequate business continuity and disaster recovery arrangements; and

1.1.2 Interfaces with the Customer (or, where the Customer is not the NTPP Prime, the NTPP Prime),

in order to minimise the adverse impact of any disruption to the Services resulting from a Disaster, or material failure or disruption of Motorola's business processes or operations.

2. MOTOROLA'S BUSINESS CONTINUITY PLAN

2.1 No later than sixty (60) Business Days prior to the anticipated Initial NTPP Motorola Term Commencement Date, Motorola shall provide a draft BCDR Plan for the Customer's Approval in accordance with Schedule 2.8 (*Acceptance and Approvals*). Thereafter, Motorola shall:

2.1.1 on a regular basis and as a minimum once every twelve (12) months;

2.1.2 within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7;

2.1.3 following any change which significantly affects the likelihood or impact of a Disaster or loss of business continuity; and

2.1.4 following the completion of any Variation where the Parties agree in writing that the BCDR Plan shall be updated,

review the BCDR Plan (and the risk analyses on which it is based) and submit an updated BCDR Plan to the Customer for the Customer for Approval in accordance with Schedule 2.8 (*Acceptance and Approvals*).

2.2 Motorola shall ensure that the BCDR Plan:

2.2.1 details the processes and arrangements that Motorola shall follow to ensure continuity of the Services delivered to the Customer following a Disaster or a material failure or disruption of Motorola's business processes or operations; and

2.2.2 reflects the principles and contents described in Paragraphs 3, 4 and 5.

2.3 Without prejudice to the testing obligations set out in Paragraph 5, the BCDR Plan shall be invoked in accordance with Paragraph 7:

2.3.1 upon the occurrence of a Disaster or material failure or disruption of Motorola's business processes or operation; or

2.3.2 if the Parties, acting reasonably, agree in writing that the BCDR Plan should be invoked (and the Parties acknowledge that due to the nature of the circumstances that require the invocation of the BCDR Plan, Motorola shall invoke the BCDR Plan immediately following verbal confirmation from the Contract Manager (or the Contract Manager's delegated representative) that it may do so and such written confirmation may follow the actual invocation of the BCDR Plan).

2.4 The preparation, invocation and operation of the BCDR Plan shall be in addition to the preparation, invocation and operation Cyber Security Business Continuity Plan.

3. GENERAL PRINCIPLES AND REQUIREMENTS

3.1 The BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan connect with and relate to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact the Services delivered to the Customer;

3.1.3 contain a risk analysis, including:

(A) identification of any single points of failure within Motorola's business processes or operations in relation to the Services, and processes for managing the risks arising from them; and

(B) set out the relevant resources (human and available materials) used by Motorola and any relevant Sub-contractor when invoking the BCDR Plan in the event of a Disaster or material failure or disruption of Motorola's business processes or operations;

(C) set out the relevant resources which shall report to the lead incident manager and which shall be responsible for invoking the BCDR Plan in the event of a Disaster or material failure or disruption of Motorola's business processes or operations;

3.1.4 set out the activities to be carried out to:

(A) remedy all effects of such failures and disruptions to the Services; and

(B) prevent a recurrence of such failures and disruptions to the Services to the extent such prevention is reasonably practicable;

3.1.5 identify key operational and business processes and procedures;

3.1.6 ensure the rapid mobilisation of resources if the BCDR Plan is invoked;

3.1.7 set out key contact details (including roles and responsibilities) for Motorola and any relevant Sub-contractors;

3.1.8 set out a representative who shall act as a single point of contact for the Customer that will be available 24x7x365 in the event of a Disaster or material failure or disruption of Motorola's business processes or operations;

3.1.9 identify the procedures for reverting the Services to normal operation;

3.1.10 address the various possible impacts of failure of, or disruptions to, the Services due to a Disaster or a material failure or disruption of Motorola's business processes or operations;

3.1.11 be designed so as to ensure that the adverse impact of any Disaster or material failure or disruption of Motorola's business processes or operations on the Services provided by Motorola pursuant to this Contract is minimised as far as reasonably possible;

3.1.12 set out processes for the retention and preservation of evidence during a Disaster and the incident analysis to be carried out following the Disaster to ensure (where possible) that Motorola's preparedness can be improved;

3.1.13 ensure that, where a Disaster, there is maximum co-operation with the Customer's incident management organisation and/or the emergency services and compliance with the relevant QUENSH Conditions;

3.1.14 identify reasonable assistance to be provided by Motorola (including the provision of records, participation of relevant personnel) in respect of any subsequent investigation (including if a Disaster has a root cause external to the System);

3.1.15 incorporate any lessons learnt from Motorola's experience of previous failures or disruptions to the Services due to a Disaster or a material failure or disruption of Motorola's business processes or operations;

3.1.16 set out without ambiguity the conditions and/or circumstances under which the BCDR Plan is invoked; and

3.1.17 include a process for the management of testing Motorola's BCDR Plan.

4. BCDR PLAN CONTENTS

4.1 The BCDR Plan shall set out the arrangements that are to be invoked to ensure that Motorola's business processes and operations that underpin delivery of the Services remain effective, and shall include:

4.1.1 details of Motorola's disaster recovery system;

4.1.2 details of the procedures and processes to be put in place by Motorola in relation to the disaster recovery system and the provision of disaster recovery services and any testing of the same including but not limited to the following:

(A) identification of potential Disaster and business continuity loss scenarios;

(B) risk assessment and risk management approach;

(C) documentation of processes and procedures; and

(D) the steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption to the Services;

4.1.3 details of how Motorola shall maintain the security of the Services in accordance with Good Industry Practice security management and the Security Plan, including how any increase in vulnerability and/or risk of threats is mitigated during any period in which the BCDR Plan is invoked;

4.1.4 testing and rehearsal arrangements for the BCDR Plan; and

4.1.5 the alternative processes, options and responsibilities that may be adopted in the event of a Disaster or material failure or disruption of Motorola's key business processes or operations.

5. TESTING OF THE BCDR PLAN

5.1 Motorola shall test the BCDR Plan on a regular basis (and in any event not less than once every twelve (12) months), if so required the form of this test shall be a "table top" or other relevant exercise planned and conducted with the Customer to maximise opportunities for assurance and learning.

5.2 For the avoidance of doubt, the carrying out of a test of the implementation of the BCDR Plan shall not relieve Motorola of any of its obligations under this Contract.

6. GENERAL PRINCIPLES IN SUPPORT OF CUSTOMER BCDR PLAN

6.1 Motorola shall, on request, provide the Customer with all reasonable assistance in relation to the update of the Customer's own operational plans by supply of relevant data required to allow completion and maintenance of the table recording the failure mode, effects and criticality analysis.

6.2 Where required Motorola shall participate in all business continuity and disaster recovery reviews which may be required from time to time.

7. INVOCATION OF MOTOROLA'S BUSINESS CONTINUITY PLAN

7.1 In the event of a Disaster or material failure or disruption of Motorola's business processes or operations, Motorola shall immediately invoke its business continuity plan (and shall inform the Customer promptly of such invocation).

7.2 Motorola shall invoke or test its business continuity plan in circumstances where it reasonably considers it to be necessary to do so.

7.3 Motorola shall, in any event, use all reasonable endeavours to restore the Services and to otherwise minimise the adverse impact of any disruption to the Services on an urgent basis in the event of any Disaster or material failure or disruption of Motorola's business processes or operations affecting the Services.

SCHEDULE 3.1

DEPENDENCIES

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1. INTRODUCTION

1.1 The objective of this Schedule 3.1 (*Dependencies*) is to record the Parties' agreement on the extent and scope of the Dependencies under this Contract. Save to the extent further Dependencies are agreed between the Parties by way of, or part of, a Variation, nothing outside the scope of this Schedule shall be considered a Dependency for the purpose of this Contract.

1.2 The Dependencies are constituted by:

1.2.1 the dependencies on the Customer, LUL, Other Service Providers and Third Parties set out in Paragraph 2; and

1.2.2 in relation to the delivery of any other Project, the Project Dependencies set out in the Variation Approval or (in relation to a Customer Required Variation) a notice issued by the Customer pursuant to Paragraph 4.1 of Schedule 5.1 (*Variation Procedure*) for that Project.

1.3 A Project Dependency shall not be a Dependency in relation to any Services other than the delivery of the relevant Project.

1.4 The following Dependencies shall apply to Defects under this Contract:

1.4.1 a failure by the Customer or LUL to (i) maintain the relevant Radio System or System Assets, or (ii) allow Motorola to maintain the relevant System Assets, in each case as required pursuant to this Contract;

1.4.2 neglect or misuse of the relevant Radio System or System Assets (including physical damage, wilful or otherwise) by a person other than Motorola, or failure by the Customer or LUL to operate the relevant System Assets in accordance with the manufacturer's instruction manuals; and

1.4.3 the alteration or modification of a relevant Radio System or System Asset or the System without Motorola's prior consent in a manner which is inconsistent with the relevant aspects of the Motorola Technical Solution.

1.5 Any obligations or purported obligations of the Customer (or of LUL or Other Service Providers or Third Parties) shall not be Dependencies unless:

1.5.1 they are specifically stated to be General Dependencies and set out in Paragraph 2 below; or

1.5.2 they are Project Dependencies which meet the criteria set out in Paragraph 1.2.2.

1.6 To the extent that:

1.6.1 the Dependencies involve the provision by the Customer of licenses, approvals, works, goods and/or services to Motorola; and

1.6.2 the Dependencies involve the provision by Other Service Providers or Third Parties of licenses, approvals, works, goods and/or services to Motorola,

there shall be no charge to Motorola for such goods or services unless expressly stated in this Contract or otherwise agreed in writing between the Customer and Motorola.

2. GENERAL DEPENDENCIES

2.1 A failure by the Customer to fulfil the following Dependencies may entitle Motorola to claim relief in accordance with Clauses 39 (*Duty to Warn*), 40 (*Dependency Warning Notices*) and 45 (*Dependency Failures and Relief Events*):

Personnel and Information

2.2 The Customer shall:

2.2.1 provide reasonable access to relevant Customer Personnel and/or LUL Personnel, as such access is reasonably requested by Motorola in order for Motorola to discharge its obligations throughout the Term;

2.2.2 provide reasonable access to such documentation, data and/or other information that Motorola reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Customer and is authorised for release by the Customer;

2.2.3 provide reasonable assistance in respect of System Asset faults that require End User input to resolve;

2.2.4 provide such co-operation and assistance as may reasonably be required by Motorola to interface the System with any other system that is necessary in connection with the performance of its obligations under or in connection with this Contract;

2.2.5 provide reasonable advance notice to Motorola in respect of any planned or reasonably anticipated power outages;

2.2.6 be responsible for (a) the Variation Procedure; and (b) the tripartite change board process, which Motorola shall support; and

2.2.7 to ensure there is no undue delay to the programme, review all documents within a twenty-eight (28) day period. All Parties shall endeavour to work to the 10/10/10 process.

Access

2.3 The Customer shall:

2.3.1 provide to Motorola (and its Sub-contractors) access to LUL Property, Customer Property, and Third Party Property in accordance with the procedures set out in Schedule 2.3 (*Access*);

2.3.2 provide appropriately (safety) trained and competent LUL Personnel or Customer Personnel or Sub-contractors who shall accompany the Motorola Personnel at all times onsite and supervise the performance of the services. Motorola shall not carry out any services onsite except under the supervision of the LUL Personnel, Customer Personnel, or Sub-contractors so provided; and

2.3.3 be responsible for site access, surveys, and reports.

Facilities to be provided by the Customer/LUL

2.4 The Customer shall:

2.4.1 provide power supply and earthings points within fifty (50) metres of the transmission and radio equipment (other than in respect of hand portables) provided Motorola is acting reasonably in siting their equipment and that there is a power socket (with suitable earth connections) within three (3) metres of the location of the relevant Contractor user and user support equipment. The AC electricity supply to be provided by the Customer shall be continuous and free of temporary dips and surges outside the voltage range 230V +10% or -6% and shall conform with the requirements set out in Schedule 2.6 (*Standards*);

2.4.2 provide, at no cost to Motorola, a supply of electricity (including appropriate and adequate power supplies and earthing points) for the transmission and radio equipment to operate properly under this Contract (other than in respect of hand portables) and that the levels and quality of power supply shall be continuous and uninterrupted and comply with Appendix 4 of Schedule 2.1 (*Technical Specification*);

2.4.3 ensure that space is available in existing CER locations;

2.4.4 provide all enabling in core sites including cabling, support trays, labelling and any patching requirements, and for dispatcher terminals will provide all services within three (3) cable metres of the dispatch position;

2.4.5 be responsible for provision of Customer specific training (for Motorola's benefit), as detailed in Schedule 6.7 (*Training*);

2.4.6 be responsible for the maintenance and storage of legacy-environment files in order to meet LUL's requirement for six (6)-month retention of voice and data logging;

2.4.7 be responsible for decommissioning and removal of legacy zones equipment and cabling to a designated above ground and accessible site should Motorola be required to perform WEEE obligations;

2.4.8 shall be responsible for all GPS Fibre equipment enabling works, including but not limited to all surveys and site design;

2.4.9 be responsible for ensuring both GPS antennas on each core site are operational in order for Motorola to migrate the system seamlessly without any operational impact on system timing;

2.4.10 be responsible for traffic shaping and networking of equipment and interfaces on the MSN2 network; and

2.4.11 provide suitable environmental conditions, such heating, cooling, lighting and humidity for Motorola's equipment at core Sites.

System Integrity

2.5 The Customer shall:

2.5.1 ensure that the infrastructure of the Underground Network is of sufficient structural integrity such that no repair or upgrading of the foundation structure for the siting of CERs and CECs shall be required under this Contract;

2.5.2 ensure that all existing equipment accommodation provided by the Customer shall comply with Schedule 2.6 (*Standards*). Motorola shall inform the Customer if any existing equipment accommodation provided by the Customer does not comply with Schedule 2.6 (*Standards*); and

2.5.3 ensure that:

(A) the tunnels, platforms and other areas within the Underground Network to which Motorola requires access and/or where Motorola's equipment will be placed or installed are maintained in such a state;

(B) the working environment (to the extent of any interface with the System or the provision of Services by Motorola) is maintained in such a state;

(C) any works which are carried out in the Underground Network (to the extent of any interface with the System or the provision of Services by Motorola) (other than those to be executed in accordance with this Contract) are carried out in such a manner; and

(D) the execution of any Third Party works is carried out in such a manner;

as to enable Motorola in a safe manner and without interference, damage, hindrance or obstruction (without prejudice to the Contractor's obligations under this Contract or to the Customer's rights exercisable in accordance with the terms of this Contract) to perform its obligations and/or exercise its rights under this Contract.

Upgrade Projects and Variations

2.6 The Customer shall:

2.6.1 provide trains for testing purposes to Motorola at no charge to Motorola; and

2.6.2 in respect of any Project for the installation of System Assets, the Customer shall ensure that there are no changes in the ground or environmental conditions at the relevant site between the time of any survey work is carried out by Motorola and the time when installation work in connection with the same is to begin.

2.7 The Parties agree that it is the Customer's choice whether or not to proceed with an Upgrade Project.

2.8 To assist with the Customer's decision-making, Motorola shall provide details of any adverse impact on the availability, performance or security of the Radio System as a direct result of the Customer's decision not to proceed with an Upgrade Project which shall include references to specific obligations and Contract provisions and details of the terms and workarounds which are sufficient to enable the Customer to make an informed decision.

2.9 The Customer can request further information to test and further understand the information in Motorola's impact assessment provided in Paragraph 2.8, and if so requested, Motorola shall update its impact assessment.

2.10 If the Customer does not proceed with the Upgrade Project, then Motorola shall be relieved of performance against the specific Contract provisions as a Relief Event and the provisions of Clause 45 (*Dependency Failures and Relief Events*) shall apply, but only insofar as Motorola's actual performance of the specific obligations has been adversely effected by the Customer's decision not to proceed with the Upgrade Project.

Third Party Interference

2.11 The Customer shall:

2.11.1 ensure there is no interference, obstruction or damage caused to the System by LUL or an Other Service Provider;

2.11.2 the Customer shall ensure there is no radio frequency interference, obstruction or damage caused to the System or the Telecommunication Services by the public or any other person (other than LUL); and

2.11.3 ensure that LUL, any Other Service Providers or Third Party (except the Contractor and its Sub-Contractors) shall not cause interference, obstruction or damage to the System, any System Assets or the Services:

(A) through any existing or new systems of LUL; or

(B) by any change to the electromagnetic (EMC) environment on any part of the Underground Network.

Third Party Works

2.12 The Customer shall ensure that any approvals and works required to be completed by Third Parties which are not under Motorola's control are performed and not at any cost to Motorola. These may include any works required for updates to E-Train and/or the Depot Gateway as a result of changes made arising from the refresh/upgrade project and upgrades or any changes required to be made by LUL's Trackernet department.

MOTOROLA SUPPORT DEPENDENCIES

Dependency (Dependency description or reference to document where Dependency is set out)
The Customer shall comply with all dependencies listed in this table below.
LEGACY SUPPORT **Legacy support includes support for legacy equipment, as detailed below:** Nov 2029 onwards – Train mobiles only For all legacy equipment hardware, repair services will only be provided subject to availability of parts from the Customer and Motorola spares holding. As Motorola has only procured spares to November 2019 for Types 1, 2 and 3, and to November 2029 for Type 5, Motorola's support is dependent on the Customer maintaining adequate spares for this equipment to continue to be serviceable.
MTIG IP implementation will need to take place as part of the DIMETRA 9.4 upgrade and is a key dependency for the continuation of full network support. Continued support for the NTPP Motorola Term is subject to all recommended upgrades being implemented.
MICROSOFT PLATFORMS Relevant Microsoft platforms do not diverge from their current composition in a manner which necessitates major development on either DIMETRA or the DCS dispatcher platforms.
RF EQUIPMENT SUPPORT Motorola will manage the hardware repair or exchange to a maximum of 100 legacy RF Items per year. Any additional items over and above this quantity will be charged on a Time and Materials basis. The Customer will be responsible for all costs with regards to the supply replacement RF items which Motorola is unable to repair. Motorola's provision of advanced exchanged and repair services for the RF items is dependent on the availability and provision of adequate replacements.
MAINTENANCE BY the Customer Except as is expressly within the scope of the SUA, the Customer is obligated to maintain all other elements of the System, including hardware and software, to ensure it is operational and can be supported by Motorola.

Dependency (Dependency description or reference to document where Dependency is set out)
DEPENDENCIES relating to changes to Front End of the Contract
In the event of (i) projects (ii) programs (iii) legacy variations (iv) configurations (v) operational, design or procedural changes: (A) outside the Radio System; or (B) within the Radio System which the Customer has, or should reasonably have been expected to have, knowledge of, outside of Motorola's reasonable knowledge and control which may impact how Motorola implements its solution, design or delivery of works, and which prevent Motorola, using reasonable endeavours, from performing its obligations under the Contract, Motorola shall be entitled to claim relief in accordance with Clauses 39 (*Duty to Warn*), 40 (*Dependency Warning Notices*) and 45 (*Dependency Failures and Relief Events*) during the period from the NTTP Service Delivery Commencement Date until the completion of the Upgrade Programme.
UPGRADES The Customer and/or LUL are responsible for all costs associated with Third Party changes and approvals that are caused by upgrades. This includes but is not limited to CIS, Trackernet & Etrain solutions. Therefore, Motorola is not responsible for associated LUL internal or Alstom development costs or any re-location required.
UPGRADE PROGRAMMES There are a number of Upgrade Projects which are, at the NTTP Service Delivery Commencement Date, required to ensure the Services can be provided between 2029 and 2035. It is a dependency on the Customer to ensure that the Upgrade Projects are ordered (subject to Paragraphs 2.7 to 2.9) (General Dependencies), and, if no Upgrade Project is ordered by the Customer then Paragraph 2.10 (General Dependencies) shall apply.
Technical Support – X Core and Legacy The Customer shall contact the Motorola Service Desk in order to engage the Technical Support service, providing the necessary information to allow entitlement to be confirmed, including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem. The Customer shall maintain suitably trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system. The Customer shall supply suitably skilled and trained on-site presence when requested by the SSC. The Customer shall provide remote access to enable remote restoration service. If remote connection cannot be established or delivered, the Customer shall provide system logs, defined by the SSC, to enable the Motorola Technical Engineer to assist with a solution for on-site restoration.

Dependency (Dependency description or reference to document where Dependency is set out)
The Customer shall validate issue resolution prior to close of the case in a timely manner. The Customer shall cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support. To enable Motorola to provide the Service, the Customer shall obtain at the Customer's cost, all Third Party consents or licenses required.
Network Hardware repair with Advanced Replacement – X Core/ Network Hardware Repair - Legacy The Customer shall contact the Motorola Service Desk and request a Return Authorisation number (RA) prior to shipping malfunctioning infrastructure or Third Party infrastructure to Motorola. The Customer shall provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure. The Customer shall indicate if FRU or Third Party FRU being sent in for service was subjected to physical damage or lightning or other external damage. The Customer shall follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service. The Customer shall provide a purchase order and number to secure payment for any costs described herein. The Customer shall pay for shipping of Advanced Replacement from Motorola Repair Centre if the Customer requested shipping outside of standard business hours or carrier programs. The Customer shall properly package and ship at the Customer' expense, the malfunctioning FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure FRU, to ensure that the shipped infrastructure, arrives un-damaged and in a repairable condition. The Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned. The Customer shall within five (5) Business Days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package the Customer' malfunctioning FRU and ship the malfunctioning infrastructure to Motorola's Repair Centre for evaluation and repair. The Customer must send the return air bill back to the Motorola Repair Centre in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU's not shipped within five (5) Business Days. For infrastructure and/or Third Party infrastructure repairs that are not exchanged in advance, the Customer shall properly package the infrastructure and ship the malfunctioning FRU, at the Customer's expense and risk of loss to Motorola. Within the packaging of the returned product, the Customer shall include a documented report of all errors, with enough detail to permit Motorola to reproduce the error, and also assist Motorola with recreating and diagnosing each error. The Customer shall clearly print the return authorisation number on the outside of the packaging.

Dependency (Dependency description or reference to document where Dependency is set out)
The Customer shall maintain information of software/applications and firmware for re-loading of infrastructure. The Customer shall co-operate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to the Customer.
Security Management The Customer shall establish a means for accessing and downloading the pre-tested updates which are made available electronically by Motorola Solutions (Access to the extranet website). The Customer shall deploy pre-tested files to the LUL system as instructed in the "Read Me" text provided. The Customer shall adhere closely to the Solutions Support Centre (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the Customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort. The Customer shall upgrade the LUL system to a supported system release as necessary in order to continue service. the Customer shall comply with the Terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner. Install Motorola deployed approved 3rd party file updates on system components that have been supplied by Motorola Solutions but are not part of the radio network infrastructure.
Network Updates (SUA) X Core The Customer shall contact Motorola upon receiving a bulletin to schedule and engage the appropriate Motorola resources for a Network Update. The Customer shall provide Motorola access to all sites to allow the Network Update to be implemented The Customer shall co-operate with Motorola and perform all acts that are reasonable or necessary to enable this service to be provided to the Customer including, if necessary, the installation of a server which will be connected to Motorola and will be used for system auditing, software uploads, and software update installation. The Customer shall co-operate with Motorola to assist in providing relevant information for the creation of the Network Update plan. The Customer shall review software installation plans and user impact and where applicable discuss with the appropriate LUL Customer/End User personnel. The Customer shall provide Motorola with the current system passwords where applicable. The Customer shall assist in site walks of the system during the system audit when necessary. The Customer shall where applicable provide a list of any FRUs and/or spare hardware to be included in the Network Update.

Dependency (Dependency description or reference to document where Dependency is set out)
The Customer shall purchase any additional software, hardware and implementation services necessary to implement optional system release features or system expansions. The Customer shall provide or purchase labour to implement optional system release features or system expansions.
Cybersecurity The Customer shall be responsible for downloading and installing security updates in accordance with Schedule 2.5 (*Security Management*).
Access to Transmission Reference Network The Customer shall be responsible for providing remote access (via a secure VPN) to Motorola to the location to the transmission reference network and the backup Customer NMC.

SCHEDULE 3.2

DISRUPTION LOSSES

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1. **LIABILITY FOR DISRUPTION LOSSES**

Subject to Clauses 7.7 (*Disruption Losses*), 37 (*Liability*) and 45 (*Dependency Failures and Relief Events*), following the occurrence of a USD Event, Motorola shall pay on demand and / or the Customer may deduct Disruption Losses as liquidated damages from the Charges in accordance with Schedule 4 (*Charges and Invoicing*), which shall be calculated in accordance with this Schedule.

2. **NOTIFICATION OF UNDERGROUND SERVICE DISRUPTIONS**

2.1 Motorola acknowledges that LUL records all Underground Service Disruptions, irrespective of whether LUL is the Customer or not. LUL's records shall show, *inter alia*, the cause, location, duration and time of day of the relevant Underground Service Disruption together with any such other information as is available to LUL.

2.2 The Customer shall inform Motorola as soon as reasonably practicable of all Underground Service Disruptions which LUL has identified.

2.3 All Disruption Losses for Underground Service Disruptions shall be calculated in accordance with this Schedule. The Customer shall inform Motorola as soon as reasonably practicable of:

2.3.1 the Disruption Losses calculated and the Underground Service Disruptions to which they relate; and

2.3.2 the apportionment (if any) as between Motorola and the NTPP Prime**.**

2.4 If Motorola disputes its responsibility for any Underground Service Disruption it shall raise the disputed matter at the next occurring Contract Review Meeting following completion of the Period within which the Underground Service Disruption occurred. Motorola shall provide evidence to support its argument in relation to any disputed Underground Service Disruption.

2.5 The Contract Manager shall (acting in good faith) consider such evidence submitted by both Parties. Until the Contract Manager agrees to remove the disputed Underground Service Disruption or it is determined in accordance with the Dispute Resolution Procedure that such disputed Underground Service Disruption is to be removed, the Customer shall be entitled to deduct Disruption Losses relating to such disputed Underground Service Disruption from the Charges in accordance with Schedule 4.1 (*Charges and Invoicing*) due to Motorola.

3. **CALCULATION OF DISRUPTION LOSSES**

3.1 For an Underground Service Disruption in respect of which Motorola is liable for Disruption Losses in accordance with Paragraph 1, the relevant period for which the amount of Disruption Losses payable shall be calculated shall:

3.1.1 commence at point in time at which Motorola became aware, or ought reasonably to have been aware, of the Underground Service Disruption, save that where Customer fails to notify Motorola of the circumstances constituting an Underground Service Disruption, within five (5) minutes of becoming aware of such circumstances, the Underground Service Disruption shall not be deemed to commence until such notice to Motorola is given; and

cease at the point in time Motorola correctly notifies Customer that the USD Event causing the Service Disruption has been rectified in accordance with this Contract,

3.2 The Customer shall inform Motorola of the circumstances constituting an Underground Service Disruption.

3.3 No Disruption Losses shall be applied for any Underground Service Disruption of two (2) minutes or less in duration. Where any Underground Service Disruption exceeds two (2) minutes, the whole duration of the Underground Service Disruption (including the first two (2) minutes) shall be applied.

3.4 Motorola's liability for Disruption Losses for Underground Service Disruptions shall be reduced if and to the extent that the Customer has contributed to the duration of the Underground Service Disruption (and therefore the Disruption Losses for such Underground Service Disruption). Motorola's BCDR Plan shall set out the relevant actions which should be undertaken if an Underground Service Disruption occurs.

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3.5 If an Underground Service Disruption is caused not only by a USD Event, but also by any other cause for which Motorola is not responsible, the Customer shall only be entitled to recover Disruption Losses for such Underground Service Disruption where any failure of the System or System Asset(s), the performance of the Services, or breach of Motorola's obligations under this Contract is the primary cause of such Underground Service Disruption.

3.6 The Parties agree that Motorola shall have no liability for Disruption Losses for any Underground Service Disruption caused by a failure of the Transmission Network.

3.7 Where Motorola is required to make an application to the Customer for access to any Site to carry out any works necessary for rectifying the cause of the Underground Service Disruption and such access is not immediately given then for the purposes of the calculation of the time of the Underground Service Disruption, the period between the application by Motorola for access and the time when Motorola could have obtained access shall be disregarded.

3.8 The amount to which the Customer is entitled in respect of any Underground Service Disruption shall be calculated by multiplying (a) the relevant Lost Customer Hours attributable to the applicable Underground Service Disruption by (b) M where:

3.8.1 "M" equals [redacted]; and

3.8.2 the applicable NACHs Table is the unplanned NACHs Tables for the first seven (7) days of such Underground Service Disruption and the planned NACHs Tables for any subsequent days of the same Underground Service Disruption.

3.9 These liquidated damages:

3.9.1 shall be subject always to the provisions of Clause 7.7 (*Indemnification of the Customer with respect to Disruption Losses*) of the Contract;

3.9.2 shall be the sole financial remedy of Customer in relation to the occurrence of Underground Service Disruptions except that, for Underground Service Disruptions which are caused by Motorola's breach of its obligations under this Contract, such liquidated damages shall be without prejudice to any other financial remedy Customer may have under this Contract in respect of its direct losses relating to such breach of this Contract (and, for the avoidance of doubt, such other financial remedies shall remain subject to Clauses 37.2 (*Financial and Other Limits*) and 37.3 (*Consequential Losses*));

3.9.3 are in addition to any delay damages payable by Motorola (subject always to Clause 37.2 (*Financial and Other Limits*) of the Contract); and

3.9.4 are not intended to relieve Motorola from any of its obligations or liabilities under the Contract including liability for costs in respect of the rectification of Faults caused by Motorola.

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APPENDIX 1

INDEX OF TABLES

This Appendix 1 to Schedule 3.2 (*Disruption Losses*) sets out the full suite of NACHs Tables and Guidance, but for the purposes of this Contract, only the following types of Service Disruption (and the corresponding NACHs Tables) shall apply:

1. Train Delays
2. Full Line Suspension
3. Partial Line Closures
4. Speed Restrictions
5. Train Cancellations
6. Train Withdrawal
7. Late Start Up of Rolling Stock Depot
8. Full Station Closures
9. Platform Closures

SCHEDULE 3.3

INSURANCE

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1. **INTRODUCTION**

The purpose of this Schedule is to:

1.1.1 set out Motorola's obligations in relation to maintaining adequate insurance in order to cover and mitigate the Insured Risks; and

1.1.2 require Motorola to satisfy the Customer on an ongoing basis that it is maintaining adequate insurance in accordance with the requirements of this Schedule.

(each such objective being a **"Customer Objective"**).

2. **OBLIGATION TO MAINTAIN INSURANCES**

2.1 Without prejudice to its obligations to the Customer under this Contract, including its indemnity obligations, Motorola shall from the Contract Date and throughout the Term take out and maintain, or procure the taking out and maintenance of, the insurances set out in Appendix 1 (*Required Insurances*) and any other insurances as may be required by Law (together the **"Insurances"**).

2.2 The Insurances shall be maintained for the durations specified in this Schedule 3.3 (*Insurance*) in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

2.3 The Insurances shall be taken out and maintained with insurers who are:

2.3.1 of good financial standing;

2.3.2 appropriately regulated; and

2.3.3 of good repute in the international insurance market.

2.4 Motorola shall procure, at no cost to the Customer, that the providers of the Insurances shall waive all rights of subrogation or action that insurers may acquire against the Customer, provided that the Customer shall, as though they were the insured under such Insurances, observe, fulfil and be subject to the terms, exclusions, conditions and endorsements of such Insurances so far as they can apply and the loss is not caused by or does not arise as a result of the negligence of the Customer.

2.5 Motorola shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which Motorola is legally liable.

3. **GENERAL OBLIGATIONS**

Without limiting the other provisions of this Contract, Motorola shall:

3.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Insured Risks as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which Motorola is or becomes aware; and

3.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

4. **FAILURE TO INSURE**

4.1 Motorola shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to

refuse to pay any claim under any of the Insurances or to cancel, rescind or suspend any of the Insurances.

4.2 If Motorola has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Customer may elect (but shall not be obliged) following written notice to Motorola to purchase the relevant Insurances, and the Customer shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from Motorola.

5. EVIDENCE OF INSURANCES

Motorola shall upon the Contract Date and within fifteen (15) Business Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Customer, that the Insurances are in force and effect and meet in full the requirements of this Schedule 3.3 (*Insurance*). Receipt of such evidence by the Customer shall not in itself constitute acceptance by the Customer or relieve Motorola of any of its liabilities and obligations under this Contract.

6. AGGREGATE LIMIT OF INDEMNITY

Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

6.1.1 if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, Motorola shall immediately submit to the Customer its proposed solution for maintaining the minimum limit of indemnity specified; and

6.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, Motorola shall:

(A) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or

(B) if Motorola is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Customer full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

7. CANCELLATION

7.1 Motorola shall notify the Customer in writing at least five (5) Business Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7.2 Without prejudice to Motorola's obligations under Paragraph 5, Paragraph 7.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule 3.3 (*Insurance*).

8. INSURANCE CLAIMS

8.1 Motorola shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Customer receives a claim relating to or arising out of the Services and/or this Contract, Motorola shall co-operate with the Customer and assist the Customer in dealing with such claims at Motorola's own expense including without limitation providing information and documentation in a timely manner.

8.2 Except where the Customer is the claimant party, Motorola shall give the Customer notice within twenty (20) Business Days after any insurance claim in excess of [redacted]

[redacted] relating to or arising out of the provision of the works and Services of this Contract on any of the Insurances and (if required by the Customer) full details of the incident giving rise to the claim.

8.3 If any Insurance requires payment of a premium, Motorola shall be liable for and shall promptly pay such premium.

8.4 If any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, Motorola shall be liable for such excess or deductible. Motorola shall not be entitled to recover from the Customer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

APPENDIX 1

REQUIRED INSURANCES

PART A

THIRD PARTY AND PRODUCTS LIABILITY, PROPERTY AND AUTOMOBILE INSURANCES

1. **INSURED**

Motorola (the **"Insured"**).

2. **INSURED RISKS**

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;

2.1.2 loss of or damage to property including property belonging to the Customer or for which the Customer is responsible and any property which is within the care, custody and control of Motorola; or

2.1.3 financial loss.

happening during the period of insurance (as specified in this Schedule 3.3 (*Insurance*)) and arising out of or in connection with the provision of the Services and in connection with this Contract.

3. **LIMIT OF INDEMNITY**

3.1 In respect of third party liability insurance not less than [redacted] per claim and [redacted] in the annual aggregate.

3.2 In respect of products liability, libel and slander, pollution and contamination insurance not less than [redacted] per claim and [redacted] in the aggregate in each Contract.

3.3 In respect of pure financial loss not less than [redacted] in the aggregate per twelve (12) month period.

4. **TERRITORIAL LIMITS**

None.

5. **PERIOD OF INSURANCE**

From the Contract Date throughout the Term.

6. **COVER FEATURES AND EXTENSIONS**

The Insurances shall include (without limitation) the following cover features and extensions:

6.1.1 Financial loss extension

6.1.2 Subrogation waiver to each Insured and the Customer

6.1.3 Indemnity to principal

6.1.4 Defence costs and expenses

7. **PRINCIPAL EXCLUSIONS**

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. **MAXIMUM DEDUCTIBLE THRESHOLD**

Not to exceed [redacted] for each and every third party property damage claim (personal injury claims to be paid in full).

PART B

UNITED KINGDOM COMPULSORY INSURANCES

Motorola shall meet its insurance obligations under Law in full, including, UK employer's liability insurance with an indemnity limit of not less than [redacted] per incident, or more as prescribed as the minimum statutory amount required, and motor third party liability insurance as described in Part D below.

PART C

PROPERTY INSURANCE

1. **INSURED**

Motorola (the **"Insured"**).

2. **INSURED RISKS**

Damage to or destruction of Motorola's tools and equipment which will be used in the provision of the Services but which will not become part of the System

3. **LIMIT OF INDEMNITY**

An indemnity limit of not less than the full reinstatement value of the Insured's property.

4. **TERRITORIAL LIMITS**

None.

5. **PERIOD OF INSURANCE**

From the Contract Date throughout the Term.

6. **COVER FEATURES AND EXTENSIONS**

The Insurances shall include (without limitation) the following cover features and extensions:

6.1.1 Debris removal

6.1.2 Architects and surveyors fees

6.1.3 Theft of furniture/equipment/goods

6.1.4 Unnamed locations

6.1.5 Costs and Expenses

6.1.6 Denial of access

7. **PRINCIPAL EXCLUSIONS**

7.1 Wear and tear, rust, corrosion, obsolescence

7.2 Mysterious disappearance, loss or shortage disclosed on taking inventory or any unexplained loss

7.3 War

7.4 Costs engaged for maintenance, modification or improvement

7.5 Radioactive contamination

8. **MAXIMUM DEDUCTIBLE THRESHOLD**

Deductible to be sole obligation of the Insured.

PART D

MOTOR INSURANCE

1. **INSURED**

Motorola (the **"Insured"**).

2. **INSURED RISKS**

All risks customarily insured in respect of all owned, non-owned and hired automobiles, trucks and trailers used by Motorola.

3. **LIMIT OF INDEMNITY**

In respect of automobiles liability covering all owned, non-owned and hired automobiles, trucks and trailers used by Motorola in accordance with Part B above in respect of bodily injury and with an indemnity limit of not less than [redacted] in the case of property damage per occurrence.

4. **TERRITORIAL LIMITS**

None.

5. **PERIOD OF INSURANCE**

From the Contract Date throughout the Term.

6. **COVER FEATURES AND EXTENSIONS**

The Insurances shall include (without limitation) the following cover features and extensions:

6.1.1 Liability to Third Parties

(A) Legal costs and Expenses - Maximum of [redacted] in respect of any one incident

(B) Indemnity to other persons

(C) Cross Liability

(D) Contingent Liability

(E) Emergency Treatment

(F) Unauthorised Movement of Third Party Vehicles

(G) Unauthorised Use

(H) Towing Disabled Vehicles

6.1.2 Loss or Damage to the Insured Vehicles

6.1.3 Trailers

6.1.4 Occasional business use of employee's own cars

7. **PRINCIPAL EXCLUSIONS**

7.1 Use for hire or reward

7.2 Use for the carriage of passengers for hire or reward.

7.3 Use for the carriage of goods for hire or reward

7.4 Use whilst drawing a greater number of trailers in all than is permitted by Law.

7.5 Use for racing, competition, rallies or trials.

8. **MAXIMUM DEDUCTIBLE THRESHOLD**

Deductible to be the sole obligation of the Insured.

SCHEDULE 4.1

CHARGES AND INVOICING

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1. INTRODUCTION

1.1 The purpose of this Schedule is to set out provisions relating to the Charges payable by the Customer to Motorola including:

1.1.1 key charging principles;

1.1.2 the method of calculation of the Charges and applicable Deductions; and

1.1.3 the invoicing and payment process.

1.2 The objectives of this Schedule are to ensure that:

1.2.1 the Charges are calculated correctly;

1.2.2 the Charges are appropriately adjusted to reflect Motorola's performance; and

1.2.3 Motorola is paid correctly in accordance with this Contract,

(each such objective being a **"Customer Objective"**).

2. KEY CHARGING PRINCIPLES

2.1 Any Variation to the Charges shall only apply if agreed in writing in accordance with Schedule 5.1 (*Variation Procedure*).

2.2 All amounts payable by the Customer pursuant to this Schedule are subject to Clause 15 (*Set-off*).

3. SUPPORT SERVICE CHARGES

3.1 Subject to Paragraphs 3.2 and 7 (*Invoicing*), the Customer shall pay the Support Service Charges to Motorola in each Period from the Service Commencement Date to the end of the Term as set out in the Payment Schedule in Appendix 1 (Payment Schedule).

3.2 The following Deductions accrued in any one (1) Period will be set off against the relevant Support Service Charges for that Period set out in the Payment Schedule:

3.2.1 Service Credits, as calculated in accordance with paragraph 4 (*Service Credits*) of Schedule 2.2 (*Performance Levels*); and

3.2.2 any other delay payments expressly agreed in a Variation in accordance with the Variation Procedure.

3.3 The Support Service Charges will be payable in accordance with Paragraph 7 (*Invoicing*).

4. UPGRADE PROJECT CHARGES

4.1 In relation to each Upgrade Project which the Customer has authorised Motorola to implement as a Pre-Priced Variation in accordance with paragraph 7 of Schedule 5.1 (*Variation Procedure*), the Customer shall pay:

4.1.1 in respect of each Milestone Achievement Certificate issued by the Customer, the Milestone Payment for that Milestone set out in Appendix 1 (*Payment Schedule*), less any amounts previously paid by the Customer in respect of a Conditional Milestone Achievement Certificate for such Milestone; and

4.1.2 in respect of each Conditional Milestone Achievement Certificate issued by the Customer, such portion of the Milestone Payment for that Milestone set out in Appendix 1 (*Payment Schedule*) which the Customer has determined Motorola is provisionally entitled to receive in accordance with paragraph 2.4.2(A) (*Milestone Achievement Process*) of Schedule 2.8 (*Acceptance and Approvals*).

4.2 If agreed by the Parties pursuant to Clause 5 (*Upgrade Project Delivery*) in connection with a Variation, Delay Payments shall be incurred on a daily basis from the relevant Milestone Date to the date the Milestone is Achieved, in accordance with Clause 36 (*Liquidated Damages for Delay*), and will be set off against the Charges due in the Period (or Periods) in which the Delay Payments were incurred. If the Charges due in a Period are less than the Delay Payments incurred in that Period, Motorola shall (at the Customer's option) pay

the difference to the Customer during the next Period or credit such sums due against the next available Invoice.

4.3 The Milestone Payments (or parts thereof) due under Paragraph 4.1 will be payable in accordance with Paragraph 7 (*Invoicing*).

5. VARIATION CHARGES

5.1 Subject to paragraph 7 (*Costs for the Preparation of Variations*) of Schedule 5.1 (*Variation Procedure*) the Customer shall pay the Charges for a Variation as defined in the Variation.

5.2 The Charges payable in relation to a Pre-Priced Variation shall be presented in the form set out in Appendix 3 (Charges in Relation to Pre-Priced Variations).

6. NOT USED

7. INVOICING

Payment Summary

7.1 A Contract Payment shall be due monthly in arrears in respect of each Period.

7.2 Within ten (10) Business Days after the end of each Period and prior to submission of an Invoice, Motorola shall provide the Customer with a Payment Summary in accordance with Paragraph 7.2 for the Customer's review.

7.3 The Payment Summary shall set out all the sums which Motorola considers are due in respect of the relevant Period and shall, as a minimum outline the following financial information (as applicable):

7.3.1 the Support Service Charges payable by the Customer in respect of the relevant Period, as calculated in accordance with Paragraph 3 (*Support Service Charges*);

7.3.2 any Deductions to the Charges for the Relevant Period as calculated in accordance with Paragraphs 3 (*Support Service Charges*) and 4 (*Upgrade Project Charges*);

7.3.3 the Milestone Payments, grouped by Project, payable by the Customer in respect of the relevant Milestones, as calculated in accordance with Paragraph 4 (*Upgrade Project Charges*);

7.3.4 the Charges payable by the Customer in respect of relevant Variations, as calculated in accordance with paragraph 10 (*Variation Pricing*) of Schedule 5.1 (*Variation Procedure*); and

7.3.5 any other sums due or payable under this Contract.

7.4 The Payment Summary shall at all times be accompanied by sufficient information (including Milestone Achievement Certificates, Conditional Milestone Achievement Certificates, Periodic Performance Reports, Variation and Technical Services Catalogue completion documentation, as applicable) to enable the Customer to reasonably assess whether the Charges detailed therein are properly payable. Motorola undertakes to provide the Customer any other documentation reasonably required by the Customer from time to time to substantiate an Invoice.

7.5 The Payment Summary for the Period during which the Expiry Date falls shall show any adjustment to the Contract Payment for any Period which is required under this Schedule or otherwise by this Contract which has not been reflected in a Contract Payment prior to the Expiry Date.

7.6 After submitting the Payment Summary in accordance with Paragraph 7.2, the Customer may review, approve or dispute the relevant Payment Summary and may request additional information or clarification from Motorola.

Raising Invoices

7.7 Motorola shall be entitled to raise invoices no less than ten (10) Business Days after issuing the Payment Summary in respect of all undisputed Charges set out in that Payment Summary.

7.8 Motorola shall raise invoices monthly in arrears and as soon as reasonably practicable following the Customer's approval of the relevant Payment Summary and the Customer shall pay, the Charges in arrears pursuant to Paragraph 7.11. In the absence of an approved payment summary received within the timescales set out in Paragraph 7.4, Motorola will issue an invoice in accordance with the requested payment summary instead.

7.9 Motorola shall submit all Invoices and address any Invoice queries to the Customer Representative at the address notified by the Customer to Motorola in accordance with Paragraph 7.8.

Format of Invoice

7.10 Motorola shall ensure that each Invoice contains the following information:

7.10.1 the date of the invoice;

7.10.2 a unique invoice number;

7.10.3 the correct Contract reference number;

7.10.4 the purchase order number and Milestone reference to which it relates (if any) as notified by the Customer;

7.10.5 the Period for which each of the Charges detailed on the Invoice relate;

7.10.6 details of the Charges for the relevant Period, grouped by Support Service Charges, Milestone Payments, Upgrade Project Charges (as applicable);

7.10.7 the total Charges gross and net of any applicable deductions and, separately, any VAT or other sales tax payable in respect of the same;

7.10.8 a contact name and telephone number of a responsible person in Motorola's finance department in the event of administrative queries; and

7.10.9 the bank account details for payments to Motorola via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

Motorola shall submit all Invoices and supporting documentation in such format as the Parties may agree from time to time to the following address (or such other address as the Customer may notify to Motorola from time to time):

7.11 Unless mutually agreed by the Customer and Motorola all Motorola Invoices shall be expressed in pounds sterling.

7.12 An Invoice shall only be valid if it complies with the provisions of this Schedule. If any Invoice does not conform to the Customer's requirements set out in Paragraphs 7.7 to 7.9, upon return of the disputed Invoice by the Customer to Motorola, Motorola shall promptly issue a replacement Invoice which shall comply with the same.

Payment terms

7.13 The Customer shall pay Invoices raised in accordance with Paragraph 7.4 within thirty (30) days of receipt of invoice.

Credit Notes

7.14 Motorola shall provide the Customer with a credit note in respect of Charges it has previously invoiced for (a "**Credit Note**") in the following (non-exhaustive) circumstances:

7.14.1 an Invoice in full or in part has been issued in error;

7.14.2 the agreed resolution of a disputed Invoice is that the disputed charge is too high and a Credit Note is agreed to be issued; and

7.14.3 any other circumstances as agreed between the Customer and Motorola.

7.15 Each Credit Note shall be a valid tax invoice.

Disputed Invoices

7.16 If the Customer wishes to dispute an invoice, the Customer shall inform Motorola at the earliest opportunity and in any event within five (5) Business Days of receipt of the relevant Invoice. The Customer shall set out the nature of the Dispute and reasons for the Dispute.

7.17 At its sole discretion, the Customer may postpone payment of the disputed amount until the Dispute is resolved and any correcting documentation (replacement Invoice or Credit Note) has been received.

7.18 Payment by the Customer of any Invoice submitted by Motorola shall not signify approval of such Invoice. For the avoidance of doubt, this is without prejudice to the Customer's rights in relation to any breach of Motorola's obligations under the Contract, including matters to which the invoice relates.

7.19 If any part of an Invoice is disputed or subject to question by the Customer either before or after payment, the Customer may require Motorola to provide such further documentary evidence as it may reasonably require to verify its liability to pay the amount which is disputed or subject to question and Motorola shall promptly provide such evidence.

8. EXIT CHARGES

8.1 The estimated Charges for Exit Services are set out in Schedule 6.6 (*Exit Management*). In relation to Exit Services, the Customer shall pay the Charges in accordance with Paragraph 7 (*Charges*) of Schedule 6.6 (*Exit Management*).

APPENDIX 1

PAYMENT SCHEDULE

1. **SUPPORT SERVICE CHARGES**

1.1 **Indexation**

1.1.1 Values are based on 2025 prices and will be uplifted to include indexation.

1.1.2 The Charges shall be subject to annual indexation in the way of yearly price adjustments commencing on 1 April 2026 or soon as practically possible after publication of Retail Price Index data from the Office National Statistics. Motorola shall adjust the Charges by an amount equal to the difference between the Retail Price Index on such anniversary and the Retail Price Index which was published twelve (12) months previously. Motorola shall give the Customer written notice of any proposed changes to the Charges by submitting a Motorola Proposed Variation in accordance with the Variation Procedure.

Period and Financial Year	Support Service Charges	Portables Service Charges
Financial Year 29/30 - ([redacted])		
Period 1 – Nov 20th to Nov 30th	[redacted]	
Period 2 – Dec 1st to Dec 31st		
Period 3 - Jan 1st to Jan 31st		
Period 4 – Feb 1st to Feb 29th		
Period 5 – Mar 1st to Mar 31st		
Period 6 – April 1st to April 30th		
Period 7 – May 1st to May 31st		
Period 8 – June 1st to June 30th		
Period 9 – July 1st to July 31st		
Period 10 – Aug 1st to Aug 31st		
Period 11 – Sept 1st to Sept 30th		
Period 12 – Oct 1st to Oct 31st		
Period 13 - Nov 1st to Nov 19th		
Financial Year 30/31 – ([redacted])		
Period 1 – Nov 20th to Nov 30th	[redacted]	
Period 2 – Dec 1st to Dec 31st		
Period 3 - Jan 1st to Jan 31st		
Period 4 – Feb 1st to Feb 28th		
Period 5 – Mar 1st to Mar 31st		

Period and Financial Year	Support Service Charges	Portables Service Charges
Period 6 – April 1st to April 30th	[redacted]	
Period 7 – May 1st to May 31st		
Period 8 – June 1st to June 30th		
Period 9 – July 1st to July 31st		
Period 10 – Aug 1st to Aug 31st		
Period 11 – Sept 1st to Sept 30th		
Period 12 – Oct 1st to Oct 31st		
Period 13 - Nov 1st to Nov 19th		
Financial Year 31/32 - ([redacted])		
Period 1 – Nov 20th to Nov 30th	[redacted]	
Period 2 – Dec 1st to Dec 31st		
Period 3 - Jan 1st to Jan 31st		
Period 4 – Feb 1st to Feb 28th		
Period 5 – Mar 1st to Mar 31st		
Period 6 – April 1st to April 30th		
Period 7 – May 1st to May 31st		
Period 8 – June 1st to June 30th		
Period 9 – July 1st to July 31st		
Period 10 – Aug 1st to Aug 31st		
Period 11 – Sept 1st to Sept 30th		
Period 12 – Oct 1st to Oct 31st		
Period 13 - Nov 1st to Nov 19th		
Financial Year 32/33 - ([redacted])		
Period 1 – Nov 20th to Nov 30th	[redacted]	
Period 2 – Dec 1st to Dec 31st		
Period 3 - Jan 1st to Jan 31st		
Period 4 – Feb 1st to Feb 28th		
Period 5 – Mar 1st to Mar 31st		
Period 6 – April 1st to April 30th		
Period 7 – May 1st to May 31st		
Period 8 – June 1st to June 30th		
Period 9 – July 1st to July 31st		

Period and Financial Year	Support Service Charges	Portables Service Charges
Period 10 – Aug 1st to Aug 31st	[redacted]	
Period 11 – Sept 1st to Sept 30th		
Period 12 – Oct 1st to Oct 31st		
Period 13 - Nov 1st to Nov 19th		
Financial Year 33/34 – ([redacted])		
Period 1 – Nov 20th to Nov 30th	[redacted]	
Period 2 – Dec 1st to Dec 31st		
Period 3 - Jan 1st to Jan 31st		
Period 4 – Feb 1st to Feb 28th		
Period 5 – Mar 1st to Mar 31st		
Period 6 – April 1st to April 30th		
Period 7 – May 1st to May 31st		
Period 8 – June 1st to June 30th		
Period 9 – July 1st to July 31st		
Period 10 – Aug 1st to Aug 31st		
Period 11 – Sept 1st to Sept 30th		
Period 12 – Oct 1st to Oct 31st		
Period 13 - Nov 1st to Nov 19th		
Financial Year 34/35 – ([redacted])		
Period 1 – Nov 20th to Nov 30th	[redacted]	
Period 2 – Dec 1st to Dec 31st		
Period 3 - Jan 1st to Jan 31st		
Period 4 – Feb 1st to Feb 29th		
Period 5 – Mar 1st to Mar 31st		
Period 6 – April 1st to April 30th		
Period 7 – May 1st to May 31st		
Period 8 – June 1st to June 30th		
Period 9 – July 1st to July 31st		
Period 10 – Aug 1st to Aug 31st		
Period 11 – Sept 1st to Sept 30th		
Period 12 – Oct 1st to Oct 31st		
Period 13 - Nov 1st to Nov 19th		

Period and Financial Year	Support Service Charges	Portables Service Charges
Financial Year 35/36 – ([redacted])		
Period 1 – Nov 20th to Nov 30th	[redacted]	
Period 2 – Dec 1st to Dec 31st		

1.2 **Support Service Charges during an Extension Period**

If the Customer elects to extend the Service Term in accordance with Clause 3.5.1 (*Extended NTPP Motorola Term*), then the Charges for the Services shall be calculated in accordance with Clauses 3.5.4 to 3.5.9 (*Extended NTPP Motorola Term*).

1.3 **Support Service Charges during the Extended Support Period**

1.3.1 The Support Service Charge during the Extended Support Period shall be [redacted] of the fixed annual Support Service Charges for the duration of the Extended Support Period. Such increased charges shall cease to apply on and from the date on which the Extended Support Period ends or expires pursuant to Section 7.2.6(B) (*Description of Service and Obligations*) of Appendix 5 (*Support Services*) of Schedule 2.9 (*Service Management*).

1.3.2 On the cessation of the Extended Support Period the fixed annual Support Services Charges shall continue to apply.

1.4 **Support Services for Airwave in London Underground**

If the Customer requires ALU Support Services for the MTS hardware the Parties shall record the corresponding Support Service Charges in accordance with the Variation Procedure.

2. **ESCROW CHARGE**

2.1 The Escrow Deposit Fee is payable for updates to Releases of the Source Code in the Package in accordance with Clause 30.3 (*Escrow*).

2.2 The fee for any other update to the Package made in accordance with Clause 30.5 is capped by the amount specified Clause 30.5.1 (*Escrow*).

2.3 The amounts in Sections 2.1 and 2.2 are subject to indexation in accordance with Section 1.1.2 (*Indexation*).

APPENDIX 2

MOTOROLA CHARGE RATES

Motorola labour rates for the period 1st April 2025 to 31st March 2026

Resource Type	2025/2026 Hourly Rate (£)
Administrator	[redacted]
Field Engineers	
DO Manager	
Project Finance	
System Engineer	
Logistics Manager	
Planning Manager	
Senior Systems Engineer	
Contract Manager	
Principal Systems Engineer	
Field Engineering Manager	
Project Manager	
Engineering Manager	

The above labour rates are subject to indexation in accordance with Section 1.1.2 (*Indexation*) of Appendix 1 (*Payment Schedule*).

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APPENDIX 3

CHARGES IN RELATION TO PRE-PRICED VARIATIONS

Project	Milestone No	Period	Financial Year	Milestone Payment

SCHEDULE 5.1

VARIATION PROCEDURE

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1. INTRODUCTION

1.1 The purpose of this Schedule is to set out:

1.1.1 the processes for requesting, considering, determining and implementing Variations;

1.1.2 the types of Variations; and

1.1.3 the basis for pricing Variations.

1.2 The objectives of this Schedule are to:

1.2.1 enable the Customer to operate in a dynamic environment, seeking to respond to the changing demands of its Users;

1.2.2 ensure that the Customer has the ability to vary the Services, the System Assets and their respective performance to meet the Customer's business needs and to continue to develop and, potentially, expand or reduce the scope of the Services; and

1.2.3 require Motorola to ensure that all relevant Documents are promptly updated with Variation details as part of the delivery of that Variation,

(each such objective being a **"Customer Objective"**).

2. VARIATION PROCEDURE OVERVIEW

2.1 Subject to Paragraph 2.2, the Customer shall be entitled at any time to require Motorola to implement a Variation to the Services and Motorola shall implement each Variation in accordance with this Schedule.

2.2 Motorola shall only be entitled to refuse to implement a Variation required by the Customer in accordance with Paragraph 2.1 if the implementation of such Variation would:

2.2.1 be illegal;

2.2.2 risk the physical safety of personnel implementing the Variation, Customer personnel or the Customer's passengers; or

2.2.3 not be technically feasible.

2.3 Motorola may at any time request a Variation to the Services. The Customer shall not be obliged to approve such Variation.

2.4 Where this Contract states that the Parties are required to determine the impact of events or circumstances expressly in accordance with the Variation Procedure, the associated Variation (if any) will be implemented as a Customer Proposed Variation, a Motorola Proposed Variation or a Customer Required Variation.

Types of Variations

2.5 Variations shall be categorised as one of the following:

2.5.1 a Variation proposed by the Customer that consists only of a request for the provision of Technical Services Catalogue Items (a **"Technical Services Catalogue Variation"**);

2.5.2 a Variation instruction issued by the Customer where the preparation and finalisation of Motorola Proposal occurs prior to the implementation of the Variation (a **"Customer Proposed Variation"**);

2.5.3 a Variation instruction issued by the Customer where Motorola is required to proceed with the implementation of the Variation in parallel with the preparation and finalisation of either an Outline Proposal or a Motorola Proposal (a **"Customer Required Variation"**);

2.5.4 a Variation proposed by Motorola for consideration by the Customer where Motorola and the Customer are to agree the impact of the proposed

implementation of the Variation pursuant to this Schedule (a **"Motorola Proposed Variation"**); or

2.5.5 a Variation instruction issued by the Customer to initiate an Upgrade Project with the scope and pricing described in the relevant Upgrade Project Description and Variation Approval, such instruction being issued by the Customer on or before the relevant Last Election Date specified in the relevant Upgrade Project Description (a **"Pre-Priced Variation"**).

3. TECHNICAL SERVICES CATALOGUE ORDERING PROCESS

3.1 If the Customer wishes to implement a Technical Services Catalogue Variation then the Customer shall give notice to Motorola of the Technical Services Catalogue Variation which shall set out:

3.1.1 basic details of the works required;

3.1.2 the Technical Services Catalogue Items to be called off;

3.1.3 any other issues that may be of relevant for Motorola's implementation of the Technical Services Catalogue Variation.

3.2 Motorola shall within three (3) Business Days deliver to the Customer either:

3.2.1 confirmation of the delivery approach of the Technical Services Catalogue Variation (including details relating to the resources to be used and Charges to be paid by the Customer on completion of the Technical Services Catalogue Variation); or

3.2.2 confirmation of the proposed timing for the implementation of the Technical Services Catalogue Variation,

(each a **"Technical Services Catalogue Proposal"**).

3.3 Following receipt of the Technical Services Catalogue Proposal in accordance with Paragraph 3.2, the Customer shall notify Motorola whether or not it agrees with the information and if the Customer accepts the confirmation then the Customer shall issue an approval followed by issue of a purchase order for the implementation of the Technical Services Catalogue Item(s). Upon receipt of an approval and purchase order Motorola shall carry out the work in accordance with the timescales set out in the approval (a "**Technical Services Catalogue Approval**").

4. VARIATION PROPOSALS

Variation Notices

4.1 If the Customer wishes to implement a Variation (except a Technical Services Catalogue Variation) then the Customer shall give notice to Motorola of the Variation in substantially the form set out at Appendix 1 (*Variation Notice*) (each a **"Variation Notice"**). A Variation Notice shall not be required in respect of a Technical Services Catalogue Variation (instead Paragraph 2 shall apply) nor for a Pre-Priced Variation (instead Paragraph 7.7 shall apply).

4.2 The Variation Notice shall set out:

4.2.1 whether the Variation is a Customer Proposed Variation, a Customer Required Variation or a Pre-Priced Variation;

4.2.2 the scope of the Variation, including any Technical Service Catalogue Items and/or specific deliverables required to be provided by Motorola;

4.2.3 any new, or revisions to existing Service Levels;

4.2.4 any constraints on the implementation and/or delivery of the Variation to the Services;

4.2.5 the levels of assurance the Customer desires in relation to the delivery of the Project in accordance with Schedule 6.4 (*Project Management*) including relevant Documents for such Project;

4.2.6 the timetable for implementation of the Variation, including Milestone Dates and the Milestone Deliverables that Motorola must provide by each relevant Milestone Date; and

4.2.7 whether the Customer considers that the Variation is a chargeable Variation and if so:

(A) the pricing model (i.e. whether the Variation is priced on a fixed price basis or a cost reimbursable basis in accordance with Paragraphs 9.11 and 9.12 respectively); and

(B) where applicable, the Bounded Mechanisms which the Customer proposes should be applied to Motorola Proposal, subject to Motorola's agreement.

4.3 The Customer may propose such contractual incentive provisions (including any Bounded Mechanisms) in accordance with Paragraphs 9.8 to 9.12 as the Customer considers appropriate, subject to Motorola's agreement (and subject to the requirements of Law).

4.4 The Customer may in its absolute discretion at any time issue to Motorola a Variation Notice:

4.4.1 in respect of a Customer Required Variation that has previously been the subject of a Variation Notice in respect of a Customer Proposed Variation or a Motorola Proposed Variation; or

4.4.2 without having requested Motorola to prepare an Outline Proposal in accordance with Paragraphs 4.6 to 4.10.

4.5 If Motorola wishes to propose changes to the Customer unrelated to a Variation proposed by the Customer, Motorola may propose a Motorola Proposed Variation by submitting a Motorola Proposal substantially in the form set out at Appendix 2 (*Motorola's Proposal*) together with a summary and reasonable explanation of the benefits and Service outcomes of Motorola Proposed Variation.

Outline Proposal Process

4.6 The process set out in Paragraphs 4.7 to 4.10 shall apply in relation to potential Customer Proposed Variations and Customer Required Variations, except that if the Customer wishes to proceed with a Customer Required Variation without first preparing an Outline Proposal, such Customer Required Variation is to be charged on a cost-reimbursable basis (as described in Paragraph 9.14) until such time as the terms associated with the Required Variation are determined in accordance with Paragraphs 7.2 and 7.3.

4.7 Within fifteen (15) Business Days or such other period agreed in writing by Customer in accordance with Paragraph 4.8 (acting reasonably) from the date of Motorola's receipt of a Variation Notice Motorola shall provide to the Customer an Outline Proposal for that Variation.

4.8 Within three (3) Business Days from the date of Motorola's receipt of a Variation Notice, Motorola shall provide to the Customer either:

4.8.1 confirmation that it can provide an Outline Proposal for that Variation within fifteen (15) Business Days; or

4.8.2 propose an alternative period of time for the completion of an Outline Proposal for that Variation together with written reasons why the alternative period of time is required for the Customer's consideration and upon receipt of such proposal the Customer may:

(A) accept the alternative period of time and Motorola shall prepare the Outline Proposal in accordance within such agreed time period;

(B) require Motorola to exclude certain information from the Outline Proposal so that the Outline Proposal can be provided in accordance with Paragraph 4.8; or

(C) notify Motorola if it reasonably considers that such alternative period of time is not appropriate, and, following such notification, Motorola shall continue to prepare the Outline Proposal in accordance with Paragraph 4.8.

4.9 The Parties shall use reasonable endeavours to agree a template Outline Proposal within forty-five (45) Business Days from the Contract Date, until such template is agreed, the Outline Proposal shall be in the same or similar format to Motorola Proposal set out at Appendix 2 (but, for the avoidance of doubt, Motorola shall not be required to provide the same level of details as would otherwise be required in the preparation of a Motorola Proposal), and shall include as a minimum:

4.9.1 an estimate of the Project Charges and any changes to the Service Charges, together with a breakdown of the nature of the relevant adjustments and an assessment of the associated changes to the Service Charges (if any);

4.9.2 the costs for developing Motorola Proposal (if applicable) which shall, in accordance with Paragraph 6, operate as a cap on the Charges payable by the Customer in respect of Motorola's preparation of Motorola's Proposal (subject to any increase to such cap agreed by the Customer in writing from time to time); and

4.9.3 an estimated timetable for implementing the proposed Variation.

4.10 Any costs and timescales contained in the Outline Proposal shall not be considered binding nor shall they be considered suitable for inclusion in a Motorola Proposal or Variation Approval by either Party.

Motorola Proposal Process

4.11 The process set out in Paragraph 4.12:

4.11.1 shall apply in relation to a potential Motorola Proposed Variation;

4.11.2 shall apply in relation to a potential Customer Proposed Variation or Customer Required Variation, but shall not apply to a Pre-Priced Variation, which shall instead, upon the Customer issuing a Variation Approval in respect thereof, proceed in accordance with the relevant Upgrade Project Description set out in Schedule 2.7 (*Upgrade Programme Plan*) and Schedule 6.4 (*Project Management*) and Motorola's associated Charges shall be determined in accordance with Schedule 4.1 (*Charges and Invoicing*); and

4.11.3 shall not apply in relation to a potential a Technical Services Catalogue Variation, which shall instead, upon the Customer issuing a Technical Services Catalogue Variation Approval in respect thereof, proceed in accordance with Schedule 5.2 (*Technical Services Catalogue*) and Motorola's associated Charges shall be determined in accordance with the relevant Variation Approval.

4.12 Motorola shall deliver to the Customer a Motorola Proposal substantially in the form set out at Appendix 2 (*Motorola's Proposal*):

4.12.1 if it wishes to propose a Motorola Proposed Variation;

4.12.2 within fifteen (15) Business Days (or such other period agreed in writing by the Customer acting reasonably) from the date of delivery of a Variation Notice if:

(A) the Customer notifies Motorola that it wishes to proceed with a Variation after considering an Outline Proposal; or

(B) the Customer notifies Motorola that it wishes to proceed with the Variation without the preparation of an Outline Proposal; and

4.12.3 Motorola Proposal shall, as a minimum, include:

(A) the scope of the Variation;

(B) the proposed method of implementing the Variation;

(C) a proposed Project Plan and, if requested by the Customer, a Project Plan for implementing the Variation compliant with the requirements of Schedule 6.4 (*Project Management*) and including the steps and measures in as much detail as possible that Motorola intends to take in order to implement the Variation;

(D) any changes to any Documents as a result of the implementation of the Variation;

(E) the effect (if any) on the timing of the performance of other obligations under this Contract (including the effect (if any) on any relevant Milestone Dates);

(F) the impact or possible impact of the proposed Variation on the provision of the Services (including without limitation all Risks and possible issues associated with or resulting from the Variation);

(G) any Risks in relation to the implementation of that Variation;

(H) any Dependencies in relation to the implementation of that Variation;

(I) the value and scope of Services being provided via any potential Sub-contract, including reasonable details of such Sub-contractor costs and relevant pricing assumptions; and

(J) the financial consequences of implementing the Variation showing:

(1) any Project Charges for the implementation of such Variation;

(2) any impact to the Support Services or any of the Upgrade Projects;

(3) a list of the relevant Technical Service Catalogue Items which will be used in the Variation, including their associated Technical Service Catalogue Charges; and

(4) the dates or time periods over which such Charges will be incurred,

(the items in Paragraph 4.12.3(J) together, the **"Variation Pricing"**) and such Variation Pricing shall be prepared in accordance with Paragraph 9 of this Schedule 5.1 (*Variation Procedure*) and Appendix 5 (*Bounded Mechanisms*)),

(a **"Motorola Proposal"**).

Request for Clarification Process

4.13 If Motorola reasonably considers that the Variation Notice does not contain sufficient information to enable Motorola to prepare an Outline Proposal or Motorola Proposal and Motorola does not have access to such information, Motorola shall notify the Customer promptly and request clarification as to how it should proceed (a **"Request for Clarification"**). Having received a Request for Clarification, the Customer shall either:

4.13.1 provide further information to Motorola and extend the period for the submission of the Outline Proposal or Motorola Proposal by a period equal to the difference between the date when the Customer received the Request for Clarification and the date on which the Customer provided the further information (or such other period agreed in writing by the Customer acting reasonably);

4.13.2 require Motorola to exclude from the Outline Proposal or Motorola Proposal the area for which Motorola does not have such information; or

4.13.3 require Motorola to include a provision within the Outline Proposal or Motorola Proposal for the area for which Motorola does not have such information, and in a separate section of its response to Motorola's Request for Clarification give any relevant guidance to Motorola as to how the Customer wishes it to be addressed,

provided that, if upon receipt of a Request for Clarification the Customer reasonably considers that the Outline Proposal or Motorola Proposal does contain sufficient information to enable Motorola to prepare an Outline Proposal or Motorola Proposal, the Customer may notify Motorola and, following such notification, Motorola shall proceed to prepare the Outline Proposal or Motorola Proposal based on the information available to it.

5. GUIDANCE FOR VARIATION STRUCTURE

The specific requirements for a particular Project including any Project Plan and/or Milestones shall be determined individually for each Variation, however, the Parties agree that the below general principles will typically apply to certain categories of Variations as set out below:

5.1.1 any Variation which involves the installation of a System Asset will typically contain a Project Plan which shall include Milestones and Milestone Acceptance Criteria associated with the Approval of works; and

5.1.2 Variations which introduce a new type of System Asset or involve a substantial change to existing System Asset(s) which may affect its performance will include an appropriate period of time in the relevant Project Plan for proving service performance.

6. COSTS FOR PREPARATION OF VARIATIONS

6.1 Motorola shall not, in relation to a Variation, be entitled to charge any costs in respect of resources which have already been included in this Contract.

6.2 In relation to Motorola's costs for the preparation of Motorola's Proposal(s) for a Variation:

6.2.1 Motorola shall not be entitled to charge the Customer for the preparation of any Outline Proposal, except that if Motorola can demonstrate to the Customer's reasonable satisfaction that the proper development of certain aspects of the Outline Proposal would require skills not possessed by Motorola Personnel and unless the Customer agrees in advance to reimburse Motorola the reasonably and properly incurred costs. The Customer may stipulate a cap on such costs, which cap must be reasonable in the circumstances having regard to Motorola's obligations under Paragraph 9.5;

6.2.2 subject to Paragraph 6.2.1, if the Customer elects to proceed with the Variation and agrees an associated Variation Approval, the Customer shall pay the Charges in accordance with Schedule 4.1 (*Charges and Invoicing*) and shall have no other liability in respect of the payment of Motorola's costs incurred in relation to its preparation of Motorola's Proposal;

6.2.3 subject to Paragraph 6.2.1, if, after issuing a notice in accordance with Paragraph 4.12.2(A) that it wishes to proceed with a Variation, the Customer subsequently elects not to proceed with the Variation, the Customer shall pay Motorola's direct, reasonable and properly incurred costs and expenses in relation to its preparation of Motorola's Proposal up to the amount of such costs which was set out in the Outline Proposal in accordance with Paragraph 4.8.2 (subject to any increase to such amount agreed in advance by the Customer in writing from time to time) only; and

6.2.4 the Customer shall not have any liability for such costs in respect of a Motorola Proposed Variation which, for the avoidance of doubt, shall be included in the price offered by Motorola for proceeding with the relevant Motorola Proposed Variation (and which shall only be payable by the Customer if the Variation is accepted by the Customer), and for the avoidance of doubt, Motorola shall not be entitled to charge the Customer for the preparation of any Variation documentation in relation to a Pre-Priced Variation.

7. VARIATION REVIEW AND APPROVAL

Customer Variation review

7.1 Following receipt of Motorola's Proposal, the Customer shall notify Motorola whether or not it agrees with the contents of Motorola Proposal, including the Variation Pricing.

7.2 If the Customer accepts a Motorola Proposal and wishes to proceed with the Variation, it shall issue a Variation Approval in accordance with Paragraph 7.7.

7.3 If the Customer does not accept Motorola Proposal, it shall notify Motorola and give a reasonable justification. The Parties shall attempt to resolve the disagreement in good faith and shall negotiate to agree the required changes.

7.4 Motorola shall, within five (5) Business Days from the date of the Customer's notification to Motorola pursuant to Paragraph 7.3 that it does not agree with Motorola Proposal, provide to the Customer in writing an updated Motorola Proposal and the Customer shall, within fifteen (15) Business Days notify Motorola whether or not it agrees such updated Motorola Proposal.

7.5 If, within five (5) Business Days (or such other period as may be agreed by the Parties in advance and in writing) from the date of the Customer's notification to Motorola pursuant to Paragraph 7.4 stating that the Customer does not agree with the updated Motorola Proposal, Customer and Motorola fail to agree, then either Party may escalate the matter to the Contract Review Meeting.

7.6 The process described in Paragraphs 7.1 to 7.5 is without prejudice to each Party's rights under Paragraph 8.3.

Variation Approval

7.7 Subject to Paragraph 4.3, Motorola shall not implement any Customer Proposed Variation or Motorola Proposed Variation until the Customer has issued a notice substantially in the form set out in Appendix 3 (*Variation Approval*) (the **"Variation Approval"**).

7.8 A Variation Approval shall not be required for a Customer Required Variation.

7.9 The Customer shall not at any time be obliged to issue a Variation Approval in respect of any Customer Proposed Variation or Pre-Priced Variation or Motorola Proposed Variation.

7.10 Motorola shall accept a copy of the Variation Approval and purchase order as formal authorisation and instruction from Customer to proceed with a Variation.

8. IMPLEMENTATION AND WITHDRAWAL OF A VARIATION

8.1 Following receipt of a Variation Notice for a Customer Required Variation or a Variation Approval for a Customer Proposed Variation or Motorola Proposed Variation or a Pre-Priced Variation, in all cases accompanied by a purchase order, and unless otherwise instructed by the Customer, Motorola shall immediately proceed with the relevant Variation and shall continue to implement the Variation unless a Withdrawal Notice is served by the Customer.

8.2 If Motorola receives a Variation Notice for a Customer Required Variation and it considers that it is either not possible to implement the Customer Required Variation in the timescale specified therein, or at all, it shall notify the Customer in writing within two (2) Business Day of receipt of the Variation Notice. Motorola shall ensure that such notification includes a detailed explanation as to why it is not possible for Motorola to implement the Customer Required Variation in the specified timescale.

8.3 If the Parties have failed to agree the terms (including costs) of implementing a Customer Required Variation within five (5) Business Days of the date of issue of Motorola Proposal, either Party may escalate the dispute to the Contract Review Meeting. If the Contract Review Meeting does not resolve the dispute within a further fifteen (15) Business Days, either Party may refer the dispute for determination as a Dispute in accordance with Schedule 6.2 (*Dispute Resolution Procedure*). On final resolution of the outstanding terms

of the Customer Required Variation pursuant to Schedule 6.2 (*Dispute Resolution Procedure*) or the written agreement of the Parties, either:

8.3.1 the Customer shall issue a notice to Motorola which sets out the final resolution of the outstanding terms of the Customer Required Variation, provided that such resolution shall not oblige Motorola to implement a Customer Required Variation to the extent that it (i) is illegal to do so; (ii) is not technically feasible to do so; or (iii) to do so would risk the physical safety of personnel implementing the Variation, Customer personnel or the Customer's passengers; or

8.3.2 the Customer shall withdraw the Customer Required Variation by issuing a Withdrawal Notice in accordance with Paragraph 8.4.

Withdrawal of a Variation

8.4 The Customer may, at any time, withdraw any Variation Approval or a notice issued by the Customer pursuant to Paragraph 8.5 by issuing a Withdrawal Notice in which case:

8.4.1 Motorola shall immediately cease to implement the Variation and shall not incur any further costs in relation thereto (save to the extent that such costs will be borne by Motorola and not the Customer); and

8.4.2 Motorola shall be entitled to recover from the Customer:

(A) any demonstrable costs that Motorola has reasonably and properly incurred or committed exclusively in connection with implementing the Variation prior to Motorola being sent the Withdrawal Notice (and for the avoidance of doubt, Motorola shall be entitled to claim costs for work carried out after the Withdrawal Notice where such work is required to ensure the safety of the Underground Network as agreed with the Customer); and

(B) any Breakage and Cancellation Costs reasonably incurred or committed by Motorola exclusively in connection with the relevant Variation prior to Motorola being sent the Withdrawal Notice.

8.5 Within five (5) Business Days (or such other period as agreed in writing by the Customer acting reasonably) of the Customer issuing a Withdrawal Notice Motorola shall submit to the Customer details of the reasonable costs, expenses and liabilities incurred in accordance with Paragraph 8.4.2 (provided that Motorola has taken all reasonable steps to mitigate such costs to the fullest extent possible) (the **"Variation Withdrawal Statement"**). These costs shall not include Lost Profit, personnel redeployment costs or any costs that have not been agreed by the Customer in writing.

8.6 The Customer shall be entitled to request from Motorola any further relevant information it deems reasonably necessary to enable the Customer to verify the Variation Withdrawal Statement. Motorola shall provide such information to the Customer within five (5) Business Days (or such other period as the Parties may agree in advance and in writing) of any request by the Customer.

8.7 Within fifteen (15) Business Days of the date on which Motorola provides the further information requested in accordance with Paragraph 8.6, the Customer shall notify Motorola that either:

8.7.1 the Customer accepts the Variation Withdrawal Statement; or

8.7.2 the Customer is unable to accept the Variation Withdrawal Statement and such notice shall include reasons why the Variation Withdrawal Statement cannot be accepted. Motorola shall then review and revise the Variation Withdrawal Statement to address the matters raised by the Customer and re-submit it to the Customer for reconsideration within five (5) Business Days.

8.8 If, following re-submission of the Variation Withdrawal Statement in accordance with Paragraph 8.7.2, Customer and Motorola cannot agree on the full and final cost, either

Party shall be entitled to refer the matter for determination in accordance with the Dispute Resolution Procedure.

8.9 Without prejudice to Motorola's other rights and remedies under this Contract or at Law in relation to any other matter, payment by the Customer of the sum stated in the accepted Variation Withdrawal Statement shall represent the full and final settlement of all monies due from the Customer in respect of the Variation subject to the Withdrawal Notice.

9. VARIATION PRICING

9.1 Motorola shall ensure that all elements of Variation Pricing for each Variation complies with the requirements set out in this Paragraph 9.

General principles in respect of all Variations

9.2 Motorola shall use its reasonable endeavours to minimise the cost impact on the Customer associated with Variations.

9.3 Motorola shall make all reasonable efforts to minimise the adverse and maximise the favourable financial impact on the Customer of any Variation and (but without prejudice to Motorola's continuing performance of its obligations under this Contract), in particular Motorola shall:

9.3.1 prepare its proposed Motorola Proposals and associated implementation plans so as to minimise the costs of implementing the Variation;

9.3.2 suggest any alternatives to the requirements expressed by the Customer which Motorola believes would minimise the cost of achieving the same or similar objectives;

9.3.3 implement each Variation in the most economical manner consistent with the requirements set out in the Variation Notice; and

9.3.4 acknowledge that the implementation of a Variation may result in an increase, reduction or no change to elements of the Charges.

9.4 Motorola shall not:

9.4.1 incur any costs which can reasonably be avoided by Motorola using its then-current resources covered by the existing Charges (in a manner consistent with the record of assumptions), provided that Motorola Personnel are not required to perform work outside of their standard working hours (which the Parties acknowledge and agree may differ between individual Motorola Personnel and may, depending on the relevant Motorola Personnel, occur at any time of day, on Business Days or otherwise) and provided this shall not expose Motorola to Service Credits or other loss under this Contract;

9.4.2 charge for costs not reasonably and properly incurred by Motorola;

9.4.3 charge cost overruns caused by a failure of Motorola to comply with the requirements of this Contract in any material respect or to use reasonable care and skill to provide the Services; and

9.4.4 charge costs to remedy any defect or Incident caused by a failure of Motorola to comply with the requirements of this Contract or to use reasonable care and skill to provide the Services.

9.5 Without prejudice to other provisions of this Contract Motorola shall, when submitting a Motorola Proposal, or before referring any matter for determination pursuant to Schedule 6.2 (*Dispute Resolution Procedure*) or when implementing any Variation (as the context requires):

9.5.1 submit a statement to the Customer of its proposed method of implementing the Variation, demonstrating the steps which it has taken to minimise the costs of doing so;

9.5.2 if reasonably required by the Customer, demonstrate that the Variation Pricing included in the Motorola Proposal represents value for money having due regard to Motorola's other obligations under this Contract; and

9.5.3 not in its Motorola Proposal make any claim that it is excused from any liability other than on the same grounds and to the same extent as it would have been excused from liability for performing its obligations under this Contract (before the proposed Variation took effect) or at Law other than proposing additional Dependencies (where required) or unless otherwise agreed by the Customer in writing.

9.6 The Customer may provide Motorola with information in relation to possible future Variations to enable Motorola to take into account such future possible Variation in planning its operation so as to reduce the costs of implementing such Variations in the future. Subject to Paragraph 9.7, Motorola shall be obliged to reduce such costs to the extent reasonably practicable, having regard to the timing and quality of the information provided by the Customer, provided that the Customer has stated in writing that a particular possible future Variation should be taken into account in preparing Motorola Proposal unless Motorola notifies the Customer in writing that such an approach would result in Motorola incurring material additional costs, expenses or disruption and provides evidence of the same.

9.7 Motorola shall not be obliged to reduce the Support Service Charges in the Initial NTPP Motorola Term by more than twenty per cent (20%) pursuant to a Variation.

Project Charges

9.8 In preparing a Motorola Proposal Motorola shall provide the Project Charges to carry out the Variation which shall:

9.8.1 comply with the requirements of this Schedule;

9.8.2 provide a detailed explanation of all assumptions, and a clear explanation of how the Project Charges have been calculated in terms of volumes, activities, and the basis of pricing with supporting evidence;

9.8.3 include estimated volumes of each type of:

(A) Professional Service to be employed (referring to the Rate Card); and

(B) Technical Service Catalogue Items used (referring to the Technical Service Catalogue Charges);

9.8.4 include full disclosure of any Risks and Dependencies underlying such quotation; and

9.8.5 include a detailed breakdown of Sub-contractor costs.

Pre-Priced Variations

9.9 The Parties acknowledge that the Charges for implementing a Pre-Priced Variation are subject to Paragraph 9.8.

9.10 The Charges in respect of each Pre-Priced Variations shall be fixed:

9.10.1 on a Capped Price Basis, on or before the date which is twelve (12) months; and

9.10.2 on a Part-Capped Basis, on or before the date which is twenty-four (24) months,

before the relevant Last Election Date in respect of the Pre-Priced Variation. As at the Contract Date, each of the Pre-Priced Variations are priced on a Capped Price Basis, Part-Capped Basis or Estimated Price Basis and the associated Charges shall be fixed as follows:

9.10.3 where Schedule 2.7 (*Upgrade Programme Plan*) states that a Pre-Priced Variation in respect of an Upgrade Project is priced on a Capped Price Basis:

(A) such Charges shall, when fixed, be no greater than the aggregate amounts set out in Appendix 1 of Schedule 4.1 (*Charges and Invoicing*) for that Pre-Priced Variation;

(B) such amounts shall have a validity window which expires on the Price Validity Date set out in Schedule 2.7 (*Upgrade Programme Plan*);

(C) if the Pre-Priced Variation is not initiated by Customer on or before the Price Validity Date set out in Schedule 2.7 (*Upgrade Programme Plan*) then the pricing in respect of that Pre-Priced Variation will revert to a Part-Capped Basis;

(D) Customer may no more than once in any six (6) month period (based on the same scope of work) request that the relevant pricing in Appendix 1 of Schedule 4.1 (*Charges and Invoicing*) is renewed and the validity period reset (based on the same Upgrade Project Description), and following such request Motorola shall acting reasonably and in good faith re-state such Charges (and reset the validity period) so that the price for the relevant Pre-Priced Variation does not exceed the price stated in Appendix 1 of Schedule 4.1 (*Charges and Invoicing*) save to the extent that Motorola can demonstrate that one or more of the following applies:

(1) that the relevant Sub-contractor charges have changed (for the same scope of work as at the time of such request) and Motorola provides Customer with reasonable written justifications for such change;

(2) a relevant Sub-contractor solution has changed or is no longer available, in which case, Motorola shall seek from that Sub-contractor (or alternative Sub-contractor where applicable) a new price for the new solution; and

(3) to the extent that Motorola's own relevant costs (which shall not include any Sub-contractor or other Third Party's costs) change as a direct result of changes to its relevant Sub-contractors' solutions (provided that none of Motorola's other costs have changed),

and, if any of (1) to (3) above apply, the relevant Charges in respect of the Pre-Priced Variation shall be revised to reflect this and Appendix 1 of Schedule 4.1 (*Charges and Invoicing*) shall be updated accordingly in accordance with the Variation Procedure; and

(E) on or before the date which is twelve (12) months before the Last Election Date, the Parties shall agree a fixed amount for Charges in respect of the Pre-Priced Variation and shall update Appendix 1 of Schedule 4.1 (*Charges and Invoicing*) accordingly in accordance with the Variation Procedure, provided that if no such fixed amount has been agreed by the Parties on or before such date then such fixed amount shall be deemed to be equal to the amount set out in Appendix 1 of Schedule 4.1 (*Charges and Invoicing*).

9.10.4 Where Schedule 2.7 (*Upgrade Programme Plan*) states that a Pre-Priced Variation in respect of an Upgrade Project is priced on a Part-Capped Basis:

(A) such Charges for the Pre-Priced Variation shall not exceed the sum of:

(1) the price for Motorola's activities set out in the relevant work breakdown summary described in Schedule 2.7 (*Upgrade Programme Plan*), which shall only change to the extent that Motorola's own relevant costs (which shall not include any Sub-contractor or other Third Party's costs) change as a direct result of changes to its relevant Sub-contractors' solutions (provided that none of Motorola's other costs have changed); and

(2) the actual Third Party charges for Third Party activities as set out in the Pre-Priced Variation (which are currently estimates due to assumptions made by Motorola in relation to the availability of the Third Party services in the future and/or certain Third Party costs being uncertain); and

(B) for the elements of the Charges for the Pre-Priced Variation provided on a Part-Capped Basis:

(1) upon request from Customer, the Parties shall, in accordance with the Variation Procedure, update Appendix 1 of Schedule 4.1 (*Charges and Invoicing*) in a manner consistent with Paragraph 9.10.4(A), reflecting Motorola's good faith estimates of Third Party costs;

(2) Motorola shall use reasonable endeavours to provide TfL with a detailed breakdown of such pricing on a Capped Price Basis as soon as reasonably practicable; and

(3) Motorola shall provide such pricing on a Capped Price on the date at least twelve (12) months prior to the Last Election Date;

9.10.5 where Schedule 2.7 (*Upgrade Programme Plan*) states that a Pre-Priced Variation in respect of an Upgrade Project is priced on an Estimated Price Basis:

(A) the Parties acknowledge that, as at the Contract Date, such Charges in respect of the Pre-Priced Variation are estimates only due to certain Motorola and Third Party costs being uncertain;

(B) upon request from Customer, the Parties shall in accordance with the Variation Procedure update Appendix 1 of Schedule 4.1 (*Charges and Invoicing*), reflecting Motorola's good faith estimates of relevant Charges;

(C) use reasonable endeavours to provide Customer with a detailed breakdown of the relevant Charges on a Capped Price Basis or a Part-Capped Basis as soon as reasonably practicable; and

(D) shall provide such elements on a Capped Price on the date at least twelve (12) months prior to the Last Election Date.

9.11 The Parties agree initiating a Pre-Priced Variation does not require any amendment to Appendix 1 of Schedule 4.1 (*Charges and Invoicing*).

9.12 For any Variation the Customer shall in its sole discretion specify whether the Motorola Proposal shall be delivered on a fixed price basis or on a cost reimbursable basis in accordance with Paragraph 9.14.

9.13 **Fixed price**

9.13.1 This model may be used where the scope of any Variation is capable of definition and the risks associated with the Variation are well defined and principally under the control of Motorola.

9.13.2 As part of Motorola Proposal:

(A) Motorola shall propose a fixed amount of Project Charges for delivery of the Variation (and shall not be entitled to charge any Project Charges in excess of such amount); and

(B) Motorola shall associate the Project Charges with Milestone Payments assessed by reference to clearly defined and demonstrable Milestone Deliverables and Milestone Acceptance Criteria.

9.13.3 Motorola shall be entitled to be paid the agreed Project Charges only when a Milestone Achievement Certificate for the relevant Milestone has been issued by the Customer in accordance with Schedule 4.1 (*Charges and Invoicing*).

9.14 **Cost reimbursable**

9.14.1 This model may be used for Variations where the scope is not capable of definition and/or the risks associated with the Variation are poorly defined or principally under the control of the Customer;

9.14.2 As part of Motorola Proposal, Motorola shall submit an estimate for the Project Charges it anticipates incurring in delivering the Variation; and

9.14.3 The Project Charges shall be determined in accordance with Schedule 4.1 (*Charges and Invoicing*) and based on:

(A) its reasonable demonstrable consumption of Technical Service Catalogue Items (subject to Paragraph 9.16);

(B) its reasonable demonstrable provision of professional services charged in accordance with the Rate Card; and

(C) any other reasonable actual and demonstrable costs required for the implementation of the Variation calculated in a manner consistent with:

(1) in respect of Motorola's costs, similar roles in the Rate Card or elsewhere in Schedule 4.1 (*Charges and Invoicing*); and

(2) in respect of Sub-contractor's costs, the applicable rates in Schedule 4.1 (*Charges and Invoicing*).

9.15 **Delay Payments**

9.15.1 If Motorola fails to Achieve a Milestone on or before the Milestone Date set out in the Variation then the applicable Delay Payments shall be calculated in accordance with Clause 5.5 (*Delays*) and Schedule 4.1 (*Charges and Invoicing*).

9.15.2 Delay Payments are an amount which Motorola is required to pay to the Customer in the event that Motorola fails to Achieve a Milestone on or before the relevant Milestone Date.

9.15.3 The Customer shall be entitled to require that Delay Payments are applied to a Customer Proposed Variation or a Motorola Proposed Variation (but not to a Customer Required Variation, unless otherwise agreed pursuant to Paragraph 8.3).

9.15.4 If Delay Payments are included within a Variation then:

(A) such Delay Payments shall in aggregate be no more than [redacted] of the total Milestone Payments for the Project; and

(B) Motorola shall be entitled to include corresponding mitigation and/or risk pricing within its cost calculations provided that such mitigation and/or risk pricing:

(1) is between [redacted] of the maximum Delay Payment; and

(2) relates to exceptional circumstances beyond Motorola's control for which the risk cannot be passed to Motorola's supply chain.

9.15.5 If no further Project Charges fall due after Delay Payments accrue against the relevant Milestone, any outstanding sums shall be repayable by Motorola to the Customer as a debt.

9.16 **Bounded Mechanisms**

As part of finalising a Variation, the Parties may agree that any of the following Bounded Mechanisms (each as further described in Appendix 5 (*Bounded Mechanisms*)) are adopted and implemented:

9.16.1 Profit retention;

9.16.2 Shared Risk Pots;

9.16.3 Exceptional Bonus;

9.16.4 Delay Payments;

9.16.5 Tapering Charges; and

9.16.6 Charge Adjustment Points,

and in such circumstances the Motorola Proposal shall include such mechanism as agreed by the Parties.

9.17 **Professional Services**

Where a Variation includes Charges for professional services these shall be calculated on an hourly basis for every full hour or part of an hour that the agreed Motorola Personnel are actively performing the Services by reference to the Rate Card by applicable role.

9.18 **Technical Service Catalogue**

9.18.1 To the extent that Technical Service Catalogue Items are a component of the Variation Pricing for a Customer Proposed Variation, a Customer Required Variation or a Motorola Proposed Variation, the Technical Service Catalogue Items shall be charged in accordance with the Technical Service Catalogue Charges except that the cost components relating to professional services and Risk shall be removed from the Technical Service Catalogue Charges and addressed via Motorola's Proposal.

9.18.2 To the extent that Technical Service Catalogue Items form an element of a Variation, the sum for those Technical Service Catalogue Items set out in the Project Charges shall not exceed the sum for those Technical Service Catalogue Items had they been commissioned via a Technical Services Catalogue Variation directly from the Technical Service Catalogue and Motorola shall fully reflect any efficiencies achieved in the relevant Charges as part of its Motorola Proposal.

9.19 **Risks & Project Dependencies**

9.19.1 Motorola shall address in Motorola's Proposal relevant Risks, in accordance with Schedule 6.6 (*Risk Management*).

9.19.2 If Motorola considers that it cannot manage some Risks it shall provide a financial estimation of the minimum, maximum and likely impact to the Project Charges should a Risk become an issue. The Customer shall then decide whether such Risk is:

(A) borne by the Customer; or

(B) borne by Motorola, in which case the Project Charges will be uplifted by the sum agreed between the Parties of the likely impact of the Risk; or

(C) if agreed by the Parties, borne jointly between Motorola and the Customer via a Shared Risk Pot.

9.19.3 Prior to finalising the Project Charges for a Variation, both the Customer and Motorola shall endeavour to minimise the likelihood of identified Risks becoming issues, to ensure any risk premium value is kept to a minimum. Such actions could include detailed scoping studies, business impact analysis and pilot and testing activities.

9.19.4 Any agreed residual risk value of Risks owned by Motorola shall be included in the Project Charges.

9.19.5 The utilisation of risk premiums shall be measured and shared with the Customer subject to the information-sharing terms of this Contract. The outcomes shall be fed back into future Project costing to continuously improve the accuracy of the Project estimation process.

9.19.6 If Motorola identifies any clear and irrefutable Project delivery dependencies on the Customer or Other Service Providers or Third Parties which are over and above those Dependencies already stated in Schedule 3.1 (*Dependencies*), Motorola shall identify such dependencies in Motorola Proposal.

9.19.7 The only Project Dependencies for a Variation shall be the dependencies on the Customer, Other Service Providers or Third Parties which are set out and expressly identified as Project Dependencies in a Variation Approval or, in relation to a Customer Required Variation, in the associated Motorola Proposal agreed by the Customer pursuant to Paragraph 7.3 or in the notice issued by the Customer pursuant to Paragraph 4.1 of Schedule 5.1 (*Variation Procedure*). A Project Dependency must only relate to the delivery of the relevant Project (and not the delivery of Services after the Project is complete) and therefore shall not be a Dependency in relation to the Services other than the delivery of the relevant Project and shall be subject to Clauses 39 (*Duty to Warn*) and 40 (*Dependency Warning Notices*).

9.20 **Adoption costs**

Not used

9.21 **Assurance of costs**

Where any Variation for new Services is delivered via new System Assets or professional services not currently used under this Contract, Motorola shall be obliged to Assure the Customer that such new Services represent value for money.

APPENDIX 1

VARIATION NOTICE

Variation No. [XXXX]	**Date [DD-MMM-YY]**
VARIATION TITLE:	
Contractor: [Insert Contractor name] (Contract name and reference no. to be included in header)	
Type of Variation: Customer Proposed Variation / Customer Required Variation (delete as appropriate)	
Pricing Model: **Fixed Price / Cost Reimbursable (delete as appropriate)**	

Project Manager	**Service Delivery Manager**	**Contract Manager**
[Insert Project Manager Name]	[Insert Service Delivery Manager Name]	[Insert Contract Manager Name]

Summary
Scope of Variation to the Services *Insert a concise summary of the scope of the Variation to the Services, including any specific Deliverables to be provided by Motorola*
Service Performance Management *Insert a concise summary of the changes to Schedule [10] (Performance Regime) including any new, or revised, Service Levels,*
Key Risks, Issues and Project Dependencies *Insert a concise summary of the Risks, issues and Project Dependencies on the implementation and/or delivery of the Variation to the Services*
Key dates/Milestone Dates/Milestone Deliverables *Provide a timetable for the implementation of the Variation including key dates or Milestone Dates (including the deliverables or Services that Motorola must provide by each relevant key date or Milestone Date)*
Approval / Assurance *Insert summary of the key Approval / Assurance requirements*
Variation Pricing *Insert statement regarding whether the Customer considers that the proposed Variation is chargeable or not*

Signed:	Signed:

Customer **[insert name]** [insert job title]	

APPENDIX 2

MOTOROLA'S PROPOSAL

Variation No. [XXXX]	**Date [DD-MMM-YY]**
VARIATION TITLE:	
Contractor: [Insert Contractor name]	
Contract name & reference number: on the front cover] [insert contract name & reference number as it appears	

Motorola's Project Manager:	**Motorola's Contract Manager:**
[Insert PM Name]	**[Insert Contract Manager Name]**

1. **SCOPE**

   [*Insert description*]

2. **METHOD OF IMPLEMENTATION**

   Detail the method of delivery for the Project or programme including Testing and delivery of any required Milestone Deliverables and associated Milestones and Milestone Acceptance Criteria.

3. **MILESTONE DATES**

   Detail a proposed Project Plan or programme for implementing the Variation compliant with the requirements of Schedule 6.4 (*Project Management*) and including the steps and measures in as much detail as possible that Motorola intends to take in order to implement the Variation.

4. **FINANCIAL CONSEQUENCES (INCLUDING CHARGES AND SAVING) OF THE VARIATION**

   Detail the financial consequences of implementing the Variation including showing separately details of:

   4.1.1 Project Charges;

   4.1.2 Rate Card Charges;

   4.1.3 Technical Service Catalogue Charges;

   4.1.4 Service Charges on a per Period basis;

   4.1.5 the dates or time periods over which such Charges will be incurred.

5. **FINANCIAL DOCUMENTATION**

   Not used

6. **MOTOROLA PERSONNEL**

   Detail what Motorola Personnel (for example, number and functional expertise) will be required to deliver the Variation.

7. **KEY COMMERCIAL ISSUES**

Detail the impact of effecting the Variation on the provision of the Services including the effect (if any) on the timing of the performance of other obligations under this Contract (including the effect (if any) on relevant Milestone Dates) as well as any waivers required to existing obligations.

8. **AMENDMENTS TO THE TERMS OF THE CONTRACT**

Detail the consequences of implementing the Variation on the terms of the Contract including providing amended drafting to the relevant contractual provision.

9. **AMENDMENTS TO DOCUMENTS**

Detail the consequences of implementing the Variation on the Documents.

10. **KEY CONSTRAINTS**

Detail any constraints on the implementation and/or delivery of the Variation to the Services including the impact or possible impact of effecting the proposed Variation on the provision of the Services (including without limitation all Risks and the Customer, Other Service Provider or Third Party dependencies associated with or resulting from the Variation).

11. **PROJECT DEPENDENCIES**

Detail the affect (if any) on the timing of the performance of other obligations under this Contract, including the effect (if any) on any relevant Milestone Dates for other Projects.

12. **TESTING, ASSURANCE AND MILESTONE ACCEPTANCE CRITERIA**

Detail how Motorola shall Test and Assure the Customer that Motorola has successfully delivered the Milestone Deliverables and complied with its obligations under this Contract.

13. **INTELLECTUAL PROPERTY RIGHTS**

Detail any new IPR created.

14. **INTERFACES**

Detail any impact on Interfaces.

15. **SUB-CONTRACTORS**

Detail the role of Sub-contractors used to deliver the Variation, whether they are current or new Sub-contractors, and estimated spend per Sub-contractor.

16. **KEY DOCUMENTS**

Detail any changes which will be required to the Design Baseline or As Built Records.

Signed: **[Insert Contractor name]** **[insert name]** [insert job title]	Signed:

APPENDIX 3

VARIATION APPROVAL

Variation No. [XXXX]	**Date [DD-MMM-YY]**
VARIATION TITLE:	
Contractor: [Insert Contractor name]	

Customer Project Manager:	**Customer Contract Manager:**
Motorola Project Manager:	**Motorola Contract Manager:**

Dear [Motorola Contract Manager],

RE: [Contract name and date]

We hereby approve Motorola Proposal *[Insert No. and Title]* with immediate effect on the terms set out in the attached Motorola Proposal:

Please see attached associated purchase order *[Insert No]*

Please commence implementation of Motorola Proposal and update your records accordingly.

Copy to: [Customer Contract Manager], [Customer Project Manager]

Signed: **Customer** **[insert name]** [insert job title] [insert contact details]	Signed:

APPENDIX 4

WITHDRAWAL NOTICE

Variation No. [XXXX]	**Date [DD-MMM-YY]**
VARIATION TITLE:	
Contractor: [Insert Contractor name]	

Customer Project Manager:	**Customer Contract Manager:**
Motorola Project Manager:	**Motorola Contract Manager:**

Dear [Motorola Contract Manager],

RE: [Contract name and date]

We are hereby withdrawing Variation [Insert No. and Title] with immediate effect.

Please:

- cease implementation of the Variation and update your records accordingly; and
- provide a Completion of Work Certificate and Implementation Phase Final Account as per the Contract.

Copy to: [Customer Contract Manager], [Customer Project Manager]

Signed: **Customer** **[insert name]** [insert job title]	Signed:

APPENDIX 5

BOUNDED MECHANISMS

1. This Appendix 5 sets out the following Bounded Mechanisms:

1.1 Profit retention;

1.2 Shared Risk Pots;

1.3 Exceptional Bonus;

1.4 Delay Payments;

1.5 Tapering Charges; and

1.6 Charge Adjustment Points.

2. Of these Bounded Mechanisms:

2.1 Shared Risk Pots and Exceptional Bonuses shall constitute positive mechanisms; and

2.2 Profit retention, Delay Payments, Tapering Charges and Charge Adjustment Points shall constitute negative mechanisms.

3. These Bounded Mechanisms may be used in combination save that in agreeing the Bounded Mechanisms the Parties shall aim to:

3.1 ensure that any Delay Payments should not apply at such a level where the effect in combination with other Bounded Mechanisms would be to allow the Customer to recover the same loss twice; and

3.2 where more than one Bounded Mechanism is used, the Customer shall endeavour to ensure that an appropriate balance of positive and negative mechanisms is used.

4. This Paragraph shall not, however, excuse Motorola liability under a Bounded Mechanism once agreed as part of an approved Variation.

5. The Bounded Mechanisms shall operate as set out in Section 5 of Appendix 5 to this Schedule 5.1 (*Variation Procedure*):

5.1 **Profit Retention**

5.1.1 Profit retention requires payment of profit to be withheld until the Customer has issued a Milestone Achievement Certificate in respect of any Milestone applicable to the relevant Variation, or until such other point as may be provided for in the Variation.

5.1.2 If Motorola recovers profit in the Variation Charges other than as described in Section 5.1.1:

(A) without prejudice to the Customer's rights and remedies under this Contract or at Law, the Customer may issue a Corrective Action Notice;

(B) the Variation Charges shall be reduced by a sum equal to such recovered profit; and

(C) Motorola shall at the sole discretion of the Customer either:

(1) reduce any Invoice relating to such Charges (or, if such Charges have been paid by the Customer, reduce any later Invoice as specified by the Customer) by such sum; or

(2) issue a Credit Note to the Customer for such sum.

5.2 **Shared Risk Pots**

5.2.1 A Shared Risk Pot consists of a proportion of the Variation Charges due in respect of a Variation and a proportion of the charges of relevant Other Service Providers, relevant Third Parties, Customer costs or costs associated with the

mitigation of Risks which relate to such Variation, such amounts being available to apply towards the mitigation of Risks identified in the Variation as being recoverable from the Shared Risk Pot.

5.2.2 A Shared Risk Pot shall be administered by the Customer or such other entity as may be agreed in the Variation.

5.2.3 If Motorola incurs costs as a result of Risks identified in the Variation as giving rise to a right to recover from the Shared Risk Pot, Motorola shall be entitled to invoice the Customer for its reasonable costs incurred in relation to mitigating such Risk up to the amount of the Shared Risk Pot set out in the Variation.

5.2.4 Shared Risk Pots shall, unless agreed otherwise in the Variation, follow these principles:

(A) Motorola, the Customer, LUL (where Customer is not LUL) and each relevant Other Service Provider may only recover costs from the Shared Risk Pot:

(1) in relation to Risks outside of its control and in circumstances where neither Motorola nor any such Other Service Provider or the Customer has caused the relevant Risk to become an issue nor contributed to the Risk becoming an issue; and

(2) which are not capable of being reasonably mitigated.

(B) the Customer may agree that Delay Payments are recoverable out of the Shared Risk Pot (subject to exhaustion of the Shared Risk Pot, in which case further Delay Payments shall be recoverable from Motorola); and

(C) on Achievement of the final Milestone relating to a Variation, or at such other point as may be set out in the Variation, the Customer, Motorola and any relevant Other Service Providers shall share any remaining amounts in the Shared Risk Pot in equal shares (or such other shares as may be provided in the Variation), and Motorola shall invoice the Customer for such amount.

5.2.5 The provisions of this Section 5.2 shall cease to apply as and when the applicable Shared Risk Pot is exhausted.

5.3 **Exceptional Bonus**

5.3.1 Exceptional Bonuses consist of an amount which, in the event of early delivery of the Variation, is shared between the Parties in equal shares or such other share as may be agreed in the Variation.

5.3.2 Exceptional Bonuses may be appropriate where the Parties can identify a circumstance where a clear revenue-generating, financial saving or cost avoidance opportunity for the Customer arises from the relevant Variation and that benefit can be shown to be increased in the event of early delivery of the Variation.

5.3.3 Under an Exceptional Bonus, in the event of early delivery of the Variation, as defined in the Variation, the element of savings specified in the Variation as applying for the early delivery in question shall be shared between the Customer and Motorola in equal shares or such other share as may be set out in the Variation.

5.3.4 Unless otherwise agreed in the Variation, an Exceptional Bonus shall not be impacted by the level of additional costs incurred by the Contractor or the respective level of contribution by the Parties to early delivery of the Variation.

5.4 **Tapering Charges**

5.4.1 Tapering Charges are Variation Charges which reduce on a weekly or other periodic basis if Motorola fails to Achieve a Milestone on or before the Milestone

Date set out in the Variation. The level of reduction may be calculated by reference to specified day rates or a percentage figure.

5.4.2 The frequency and amount by which any Variation Charges are to be reduced shall be set out in the Variation.

5.5 **Charge Adjustment Points**

5.5.1 Where the application of Charge Adjustment Points applies, revised Support Service Charges set out in the Variation shall apply from a planned service commencement or cutover milestone set out in the Variation regardless of whether or not the service commencement or cutover milestone has been Achieved.

5.5.2 The application of Charge Adjustment Points shall only apply where the new service or change to the Services is due to result in an overall reduction in current Charges.

SCHEDULE 5.2

TECHNICAL SERVICES CATALOGUE

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1. INTRODUCTION

The objectives of this Schedule **Error! Reference source not found.** (*Technical Services Catalogue*) are to:

1.1.1 set out the principles and assumptions that apply to the pricing of the Technical Services Catalogue;

1.1.2 set out the timescales and options for the provision of Technical Services Catalogue Items; and

1.1.3 provide the pricing for any Technical Services Catalogue Items ordered in accordance with the Variation Procedure.

2. PRICING AND DELIVERY MODELS

2.1 The Customer may order Technical Services Catalogue Items from time to time in accordance with the Variation Procedure.

2.2 If the Customer wishes to request the provision of a Technical Services Catalogue Item that is slightly outside of the constraints stated within this Schedule (for example, procurement of more than single items on a supply and deliver basis), a Customer representative and Motorola Representative shall discuss the requirement. If the Parties agree that the requirement can still be met under a Technical Services Catalogue Variation, the Customer may give Motorola notice of the Technical Services Catalogue Variation. Otherwise, the Customer may submit a Customer Required Variation to Motorola.

2.3 Where not specifically detailed within this Schedule, Motorola shall set out in its Motorola Proposal the expected timeframe for delivery of such Technical Services Catalogue Items.

3. ASSUMPTIONS

3.1 If any of the assumptions in this Paragraph 3 are not met, the prices or delivery timeframes may not be achieved, and Motorola may issue a Motorola Proposed Variation.

General

3.2 The prices and delivery timeframes set out in this Schedule are subject to the following assumptions:

3.2.1 prices do not include discounts. The Parties may agree discounts in accordance with the Variation Procedure for batch ordering via a Customer Required Variation; and

3.2.2 if the Customer procures an additional System Asset (for example, a radio Handportable) under a Technical Services Catalogue Variation, Motorola shall include in its Technical Services Catalogue Proposal any increased support charge that Motorola will levy on the Customer.

Supply and Deliver

3.3 Prices for supply and deliver Items are based on the following assumptions:

3.3.1 for the supply of radio assets, the following points shall apply:

(A) warranty for all items supplied will be twelve (12) months from the date of delivery;

(B) the pricing for the supply of a Handportable shall be with two (2) options, with and without ITM licence. The delivery of the ITM licence will be provided by electronic means and not as part of the Handportable delivery;

(C) the minimum order quantity for Handportables is ten (10) units;

(D) the minimum order quantity for all accessories is [redacted]

(E) each new Handportable will be issued with an antenna, two (2) batteries and belt clip;

(F) the following items shall be treated as Consumables only. There will be no maintenance charges associated with these items. Should the units fail after twelve (12) months they will be replaced on a like for like basis by way of the Customer raising a further Technical Service Catalogue request:

(1) Handportable antenna;

(2) Handportable battery;

(3) Handportable charger;

(4) Handportable speaker microphone; and

(5) Handportable belt clip;

(G) delivery shall be made to a location within the UK as nominated by the Customer in writing, during normal business hours at the delivery address;

(H) all goods delivered shall be accompanied by:

(1) an advice note quoting the Customer purchase order number, number of packages and contents thereof labelled and referenced by line item numbers;

(2) a certificate of conformity confirming that the items supplied meet the requirements of the Technical Services Catalogue Variation; and

(3) any other documents required (including, but not limited to, export control and import documentation necessary for the export or import (if any) of the items or any components to the UK);

(I) if Motorola fails to meet any agreed delivery dates for any cause other than Force Majeure, and the Customer elects to call for expedited shipment, Motorola shall pay any additional costs and expenses relating to such shipment; and

(J) Motorola shall ensure that any items that are subject to shelf life are accompanied by a technical data sheet defining the shelf life and system preservation.

Availability

3.4 Motorola shall promptly notify the Customer if it becomes aware of any obsolescence or potential obsolescence or unavailability of Spares in order to provide the Customer with the opportunity to make a last time buy.

3.5 Motorola shall notify the Customer as early as possible with regards to changes to part numbers. Any changes to part numbers shall be made in accordance with the requirements of paragraph 3 of Schedule 2.10 (*Safety, Quality and Environmental Requirements*).

APPENDIX 1

PRICES AND DELIVERY TIMEFRAMES

The prices detailed below are valid until 31 December 2025.

If the Customer requires pricing for Technical Services Catalogue Items after the date above, Motorola shall issue the Customer with an updated Technical Services Catalogue in accordance with the Variation Procedure.

If the Customer wishes to purchase Technical Services Catalogue Items in bulk, then Motorola will use reasonable endeavours to seek more competitive pricing.

Technical Services Catalogue Item	Supply and Deliver Price	Additional Annual Service Charge (subject to RPI Indexation in accordance with Charges & Invoices Schedule 4.1	Delivery timescale
Hand portable radio. MXP600 unit performance solution package including stubby antenna 60mm, 2 x IMPRES 2 1900T batteries, 2.5 inch belt clip and dust cover Price in accordance with Paragraph 3.3.1(D) above	[redacted]	[redacted]	8-10 weeks
Hand portable radio. MXP600 unit, performance solution package including stubby antenna 60mm, 2 x IMPRES 2 1900T batteries, 2.5 inch belt clip and dust cover. Includes ITM Licence. Price in accordance with Paragraph 3.3.1(D) above	[redacted]	[redacted]	8-10 weeks
Stubby Antenna 60mm AN000354B01	[redacted]	[redacted]	8-10 weeks
IMPRES 2 1900T battery PMNN4801A	[redacted]	[redacted]	8-10 weeks
IMPRES RM730 Speaker Microphone PMMN4131A	[redacted]	[redacted]	8-10 weeks

Technical Services Catalogue Item	Supply and Deliver Price	Additional Annual Service Charge (subject to RPI Indexation in accordance with Charges & Invoices Schedule 4.1	Delivery timescale
2.5 inch belt clip PMLN8181A	[redacted]	[redacted]	8-10 weeks
IMPRES 2 12 way charger PMPN4218A			8-10 weeks
Simultaneous Dual Unit charger PMLN6495A			8-10 weeks
IMPRES 2 6 way charger PMPN4403A			8-10 weeks

SCHEDULE 6.1

GOVERNANCE

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1. INTRODUCTION

1.1 The purpose of this Schedule is:

1.1.1 to set out the governance structure for this Contract, the roles and responsibilities of both Parties to maintain an effective working relationship and the type, content and frequency of management review meetings to be held; and

1.1.2 to ensure that the Parties seek to work in a collaborative manner, looking for clarity and simplicity in the governance of this Contract.

1.2 The objectives of this Schedule are to establish and maintain an effective mechanism to:

1.2.1 ensure the strategic alignment of the Services, their architecture and direction with business needs of the Parties;

1.2.2 NOT USED

1.2.3 monitor and improve the performance of the Contract monitor control of quality, timeliness of delivery, value for money and the effectiveness of Services delivered by Motorola;

1.2.4 administer and manage the mechanisms contained in this Contract to ensure that both Parties meet their obligations under this Contract;

1.2.5 ensure all information relating to this Contract, including financial information, service information, asset information and exit information meets the requirements of the Contract; and

1.2.6 review and improve integrated processes (including service management, change management, quality assurance, risk management, health and safety, and security) on a continuous basis;

1.2.7 arrive at informed decisions throughout the lifetime of this Contract;

1.2.8 build upon, consolidate and strengthen business and working relationships between Motorola and the Customer; and

1.2.9 ensure that any contentious issue, difference or question of interpretation relating to the Services or arising out of or in connection with this Contract is identified in advance and managed by the Parties to reduce the risk of such issue, difference or question of interpretation developing into a Dispute,

1.3 In addition to the governance processes set out in this Schedule, there are certain governance processes in relation to particular requirements set out in the Schedules to this Contract, including but not limited to Documents, Defaults, Testing, security incidents, Projects and the Project Portfolio Review as well as Exit Management.

1.4 For the avoidance of doubt, in the event an issue or Dispute in relation to the Services is referred through the governance process set out in this Schedule, such referral shall not prejudice any other right of a Party to exercise or claim the benefit of any other remedy available to it pursuant to this Contract

1.5 If reasonably requested by the Customer, Motorola shall ensure that it attends governance bodies other than the Governance Forums from time to time and that Motorola's representatives are empowered to resolve issues arising at such governance bodies.

2. GENERAL GOVERNANCE PRINCIPLES

2.1 The governance structure described in this Schedule will apply to all issues arising under this Contract. In applying the governance structure, the Parties shall comply with the following guiding principles:

2.1.1 the Parties will focus on the identification and resolution of the issues that will determine the long-term success of the relationship;

2.1.2 issues should be discussed with counterparts in advance of Governance Forum meetings so that meeting time can be focused on resolution, action planning or guidance;

2.1.3 the Parties shall adopt a 'fix first' approach to prioritising the timely performance of its obligations under this Contract and shall not unnecessarily precondition such performance on, or otherwise delay such activities pending, the resolution of contentious issues, questions of interpretation and Disputes; and

2.1.4 without prejudice to any other provisions in this Contract, all governance oversight between Motorola and the Customer is managed in line with the governance structure set out in this Schedule

2.2 Additional forums (temporary or permanent) to the Governance Forums already defined in this Schedule may be created with the written agreement of both Parties where reasonably required and Motorola shall participate in these additional forums, including by attending meetings as reasonably required. Motorola shall ensure that an appropriate member of Motorola Personnel attends any additional forums approved by the both Parties, called by the Customer in addition to the Governance Forums set out in this Schedule provided that the Customer provides at least three (3) Business Days' written notice of such meeting or such other period of time agreed in writing.

2.3 The Parties will work together to ensure that the number and membership of Governance Forums and any additional forums will be kept to the minimum necessary to meet the principal objectives of the Governance Forums.

2.4 Where appropriate, the various Governance Forums shall develop their own processes to support their functions. Where a Governance Forum has its own existing processes, Motorola shall be required to comply with these existing processes.

2.5 Where an issue arises outside the scope of a particular Governance Forum's responsibility (for example, outside its particular area of influence or where escalation is required) it shall refer that issue to the most appropriate Governance Forum to consider the issue. In the event that the Parties cannot agree on which Governance Forum is the most appropriate, the Customer's decision shall be final.

3. CONTRACT MANAGER AND CONTRACTOR

3.1 The Customer will operate a Contract management and review process which Motorola shall participate in as described below.

Contract Manager

3.2 Save to the extent that notice in writing is given to Motorola from time to time, the Contract Manager shall (subject to Clause 18.2 (*Contract Manager*) of this Contract) have full authority to act on behalf of the Customer for the purposes of this Contract and Motorola shall look to the Contract Manager in all matters as if the Contract Manager were the Customer.

3.3 Motorola shall take instruction and/or direction given in relation to and in accordance with this Contract only from the Contract Manager, his assistant, assistants or agents and shall (subject to Clause 4.3.5(C) comply with, and adhere strictly to, such instruction and direction on any such matters).

3.4 Subject to Clause 18.2 (*Contract Manager*), any instruction given by the Contract Manager in accordance with the Contract Manager's powers under the Contract shall be binding on Motorola and on the Customer.

3.5 Motorola and the Customer shall participate in and comply with such process for (including any investigation and reporting required therefore) senior management review as the Customer may reasonably require. Motorola shall implement any instructions issued by the Customer following any such investigation or review which fall within the scope of its existing obligations under the Contract. Any other instructions of the Customer following

any such investigation or review shall be implemented by the Customer requiring a Variation in accordance with Clause 8 (*Variation and Change*).

Motorola's Representative

3.6 Motorola shall appoint a competent representative authorised by Motorola with full power and authority to make decisions and bind Motorola in the carrying out of this Contract on behalf of Motorola (Motorola Representative). Motorola Representative shall be empowered to receive, on behalf of Motorola, directions and instructions from the Contract Manager in relation to this Contract.

3.7 Motorola Representative may from time to time as he sees fit delegate any of the powers, functions and authorities vested in him to an assistant or assistants or agent and may at any time revoke any such delegation.

3.8 Any such delegation or revocation under Paragraph 3.7 shall be in writing signed by Motorola Representative and shall state which power, function or authority is thereby delegated or revoked and the person or persons to whom or from whom the same are delegated or revoked respectively.

3.9 No such delegation or revocation under Paragraph 3.7 shall have effect until the Contract Manager receives notice of it in writing, such notice containing the written form of delegation or revocation as required above and the Contract Manager may, acting reasonably, within 5 Business Days object to any such delegation by counter-notice to Motorola Representative in which event the delegation by Motorola Representative shall be immediately revoked.

3.10 Motorola and the Customer shall provide to the Contract Manager and Motorola Representative respectively nominated management contact(s) outside normal office hours that have suitable authority to address any issues that may arise.

4. GOVERNANCE FORUMS

This Contract will be governed by the Governance Forums. The Governance Forums shall be as follows:

4.1.1 Steering Committee;

4.1.2 Contract Review Meeting;

4.1.3 Service Management Review;

4.1.4 Project Portfolio Review;

4.1.5 Asset Management Meeting;

4.1.6 O&M Services and Technical Meeting

4.1.7 Exit Management Meeting;

4.1.8 Project Boards (where applicable); and

4.1.9 Customer Steering Committee – Motorola Vice President (VP) attendance at this committee on a six (6) monthly basis

5. PURPOSE OF THE GOVERNANCE FORUMS

The Governance Forums shall fulfil the purposes set out in this Paragraph:

5.1.1 the Steering Committee shall be responsible for the strategic direction of the Services and the relationship between the Customer and Motorola and a point of escalation from the Contract Review Meeting, in particular:

(A) if the Steering Committee cannot resolve a Dispute, the Parties will attempt to agree the interim solution to the Dispute whilst the matter is referred to adjudication in accordance with Schedule 6.2 (*Dispute Resolution Procedure*) (without prejudice to the Parties' other rights under the Contract);

(B) if the Parties cannot agree the interim solution to the Dispute then they will record their failure to agree in the minutes for the relevant Steering Committee meeting; and

(C) whilst a Dispute is referred to adjudication in accordance with Schedule 6.2 (*Dispute Resolution Procedure*) both parties will take into account the operation of the Underground Network and the safety of passengers, the Customer Personnel and Motorola Personnel);

5.1.2 the Contract Review Meeting shall be responsible for:

(A) overall oversight of all aspects of the Contract (with the exception of the Steering Committee); and

(B) reviewing and resolving issues (and where necessary escalating to the Steering Committee) arising from the following:

(1) contractual compliance;

(2) Contract Risks, issues and escalations;

(3) Variations;

(4) Schedule 4.1 (*Charges and Invoicing*);

(5) progress on any relevant Corrective Action Plans and Rectification Plans;

(6) Enhanced cooperation

(7) Deficiency Points;

(8) Service Risks;

(9) Safety, Quality and Environmental;

(10) Service performance, including in relation to:

(a) performance against Service Levels

(b) notable and high profile Incidents or Faults; and

(11) Charging, value for money, invoicing and financial reporting matters; and

(12) outstanding and emerging Disputes;

5.1.3 the Service Management Review shall be responsible for reviewing performance and resolving issues (and where necessary escalating to the Contract Review Meeting);

5.1.4 the Project Portfolio Review shall be responsible for reviewing and resolving issues (and where necessary escalating to the Contract Review Meeting) in relation to Projects carried out by Motorola on behalf of the Customer and compliance with Schedule 6.6 (*Project Management*);

5.1.5 the Asset Management Meeting shall be responsible for reviewing compliance with Schedule 2.4 (*Asset Management*), resolving issues and where necessary escalating to the Contract Review Meeting with the Customer and LUL;

5.1.6 the O&M Services and Technical Meeting shall be responsible for reviewing the service performance aspects of the Periodic Performance Report jointly with the Customer and LUL;

5.1.7 the Exit Management meeting shall be responsible for reviewing compliance with Schedule 6.8 (*Exit Management*), resolving issues and where necessary escalating to the Contract Review Meeting;

5.1.8 the Project Boards convened by the Customer shall be responsible for:

(A) reviewing and assuring Project progress against Project Plans, including exceptions and Delays;

(B) managing Delivery Risks and Dependencies; and

(C) reporting against Project Charges.

6. MEETINGS OF THE GOVERNANCE FORUMS

6.1 The Parties shall hold Governance Forums in accordance with the requirements set out in this Schedule and the details specified in Appendix 1 (*Governance Forums*).

6.2 Motorola and the Customer shall each ensure that it is represented at all Governance Forums by people suitably qualified in the subject matters to be discussed at that meeting. The Contract Manager may decide to separate meetings into different sections to discuss particular issues. The Customer and Motorola shall each provide an appropriately qualified person to attend those sections of the meeting to discuss such issues.

6.3 The Parties shall ensure that their respective representatives attend nominated Governance Forums and that the representatives are empowered to resolve issues before them. Where absolutely necessary due to annual leave commitments, sickness or ill health, deputies may attend, provided that they are delegated with comparable levels of authority and empowerment.

6.4 The chair of each Governance Forum will decide on:

6.4.1 arrangements for attendance at Governance Forums including whether the Governance Forums will require physical presence and their location (which shall be at the Customer's premises in London unless otherwise determined by the chair) and timing;

6.4.2 the meeting quorum;

6.4.3 the format and running of the meeting including format and requirements for presentations, manner of the resolution of debates;

6.4.4 communication of major decisions and issues;

6.4.5 the arrangements for circulation of agendas; and

6.4.6 the arrangements for minute-taking, agreement and distribution.

6.5 If a Party wishes to discuss any additional matters at, or for any additional attendees or deputies to attend a Governance Forum, it shall use reasonable endeavours to give the other Party at least three (3) Business Days' written notice before the relevant Governance Forum is scheduled to occur.

6.6 The Customer shall produce and circulate all minutes within five (5) Business Days of any such meeting for approval by the Contract Manager and Motorola Representative.

6.7 Meetings shall be held at the times and places agreed between the Parties.

6.8 Should the Customer or Motorola call a non-routine meeting, the notice of the meeting shall be given not less than one Business Day in advance and minutes shall be circulated not more than five Business Days following each meeting. The Party proposing such a meeting will circulate notice of the meeting, provide any necessary facilities and produce and circulate all minutes

6.9 LUL and / or the Customer shall have the right to instruct Motorola to attend meetings of any tier and, in the case of Motorola's Sub-contractors, Motorola shall use its reasonable endeavours to comply with that request.

7. CHANGES TO THIS SCHEDULE

7.1 If either the Customer's or Motorola's internal organisational structures or roles change, either party may raise a Variation to update this Schedule accordingly (at no additional cost, to the extent that the change relates to updating the details of the names, structure of, responsibilities of and any other processes associated with any Governance Forum) and the Customer and Motorola shall not unreasonably withhold, condition or delay its consent to such Variation.

7.2 The Customer and Motorola may, by written notice (which shall not be treated as a Variation) change the attendees for a Governance Forum.

APPENDIX 1

GOVERNANCE FORUMS

[

1. **STEERING COMMITTEE**

Attendees	**For Customer:**	[Contract Manager]
	For Motorola:	Executive Manager Project Manager
	Chair:	Customer
	Secretariat:	Customer
Start date for Meeting	Within Twenty (20) Business Days after the Contract Date	
Frequency	On a quarterly basis	
Input	• Previous minutes and actions and reports as specified in this Contract • Overview of the Contract performance • Escalations • Progress on Variations, Corrective Action Plans, Rectification Plans and enhanced cooperation • Outstanding significant risks, issues and Disputes, including Risks escalated from the Contract Review Meeting	
Output	• Minutes of meeting, including actions, decisions and resolutions of disputes • Direction and guidance in relation to contract oversight and overall business performance • If the Steering Committee cannot resolve a Dispute, the Parties will attempt to agree the interim solution to the Dispute whilst the matter is referred to adjudication in accordance with Schedule 6.3 (*Dispute Resolution Procedure*) (without prejudice to the Parties' other rights under the Contract) • If the Parties cannot agree the interim solution to the Dispute then they will record their failure to agree in the minutes for the relevant Steering Committee meeting. • Customer will be able to determine the interim solution to the Dispute whilst the Dispute is referred to adjudication in accordance with Schedule 6.3 (*Dispute Resolution Procedure*) (taking into account the operation of the Underground Network and the safety of passengers, Customer Personnel and Motorola Personnel).	

2. **CONTRACT REVIEW MEETING**

Attendees	**For Customer:**	[Contract Manager] Customer leads in respect of Asset Management, Exit Management, Service Management, Project Portfolio, Commercial Management and Safety, Quality and Environmental (as required by the Contract Manager)
	For Motorola:	Motorola Representative Motorola leads in respect of Asset Management, Exit Management, Service Management, Project Portfolio Review, Commercial Management and Safety, Quality and Environmental Management (as required by Motorola Representative)
	Chair:	Customer
	Secretariat:	Customer
Start date for Meeting	Within ten (10) Business Days after the Contract Date	
Frequency	Periodic	
Input	• Previous minutes and actions and reports as specified in this Contract • Periodic Report • Contractor performance review • Escalations • Progress on, Corrective Action Plans and Rectification Plans • Payment Schedule • risk register • safety; • quality; • regulatory matters; • review of technical matters; • progress in obtaining approvals; • progress of the rectification of defects security; • outstanding and new contentious issues, differences or questions of interpretation and Disputes • other matters as may from time to time be determined to be necessary by the Contract Manager or Motorola's Representative, such matters to be notified in advance by the Party raising them to the other Party so as to ensure that both Parties are represented at the meeting by appropriate persons for the review of such matters	

Output	• Minutes of meeting including actions and decisions in accordance with the Contract • Documenting and agreeing the output of the last Steering Committee • Escalations to the Steering Committee (where appropriate) • Resolution of Disputes

3. **SERVICE MANAGEMENT REVIEW**

Attendees	**For Customer:**	[Contract Manager/Performance Manager/Asset Manager]
	For Motorola:	Service Delivery Manager
	Chair:	Customer
	Secretariat:	Customer
Start date for meeting	Within twenty (20) Business Days prior to the NTPP Service Delivery Commencement Date	
Frequency	Periodic	
Input	• Previous minutes and actions and reports as specified in this Contract • Service performance aspects of the Periodic Performance Report in accordance with Schedule 2.9 (*Service Management Requirements*)	
Output	• Minutes of meeting including actions and decisions in accordance with this Contract • Escalations to the Contract Review Meeting • Approved performance against Service Levels	

4. PROJECT PORTFOLIO REVIEW

Attendees	**For Customer:**	[Senior Project Managers Programme Manager Project Managers (as requested) Contract Manager]
	For Motorola:	Portfolio Programme Manager Project Managers (as requested)
	Chair:	Customer
	Secretariat:	Customer
Start date for meeting	Within thirty (30) Business Days from the Contract Date	
Frequency	Periodic	
Input	• Previous minutes and actions and reports as specified in Schedule 6.6 (*Project Management*)	
Output	• Minutes of meeting including actions and decisions in accordance with this Contract • Escalations to the Contract Review Meeting	

5. **ASSET MANAGEMENT MEETING**

Attendees	**For the Customer:**	Asset Manager
	(On a two (2) Period basis) for Motorola:	appropriate Motorola representative
	Chair:	Customer
	Secretariat:	Customer
Start date for meeting	Within ten (10) Business Days prior to the NTPP Service Delivery Commencement Date	
Frequency	Periodic	
Input	• Previous minutes and actions and reports as specified in this Contract; • Periodic asset management report as set out in Paragraph 3.5 of Schedule 2.4 (*Asset Management*); • the Quarterly Trainborne Spares Report; and • the service performance aspects of the Periodic Performance Report.	
Output	• Minutes of meeting including actions and decisions; • escalations to the Contract Review Meeting; • System improvements; and • agreed maintenance plans.	

6. O&M SERVICES AND TECHNICAL MEETING

Attendees	**For LUL:**	Performance Engineer
	For Customer:	Leader of the Problem Management Team
	(On a two (2) Period basis) for Motorola:	appropriate Motorola representative
	Chair:	Customer
	Secretariat:	Customer
Start date for meeting	Within ten (10) Business Days prior to the NTPP Service Delivery Commencement Date	
Frequency	Fortnightly	
Input	• Previous minutes and actions and reports as specified in this Contract; • summary of Faults in the preceding fortnight; • analysis of the Faults in the preceding fortnight to highlight any trends; • opportunities for improved response; and • the service performance aspects of the Periodic Performance Report.	
Output	• Minutes of meeting including actions and decisions; • escalations to the Contract Review Meeting; • System and/or Telecommunications Services improvements; • faulting improvements; and • agreed maintenance plans.	

7. EXIT MANAGEMENT MEETING

Attendees	**For Customer:**	Customer Exit Manager
	For Motorola:	Exit Manager
	Chair:	Customer
	Secretariat:	Customer
Start date for meeting	Within twenty (20) Business Days prior to the NTPP Service Delivery Commencement Date	
Frequency	Periodic	
Input	• Previous minutes and actions and reports as specified in Schedule 6.8 (*Exit Management*)	
Output	• Minutes of meeting including actions and decisions in accordance with this Contract • Escalations to the Contract Review Meeting	

8. PROJECT BOARDS

Attendees	**For Customer:**	Project Manager
	For Motorola:	Project Manager
	Chair:	Customer
	Secretariat:	Customer
Start date for meeting	Where required in accordance with the Variation Procedure and within twenty (20) Business Days of the Variation	
Frequency	Fortnightly or as otherwise agreed	
Input	• Previous minutes and actions and reports as specified in Schedule 6.4 (*Project Management*).	
Output	• Minutes of meetings including actions and decisions in accordance with this Contract; and • escalations to the Contract Review Meeting	

9. CUSTOMER STEERING COMMITTEE

Attendees	**For LUL:**	Chief Technology Officer Contract Manager
	For the Contractor:	Executive Manager Contractor's Representative
	(On a six (6) monthly basis) for Motorola:	Motorola VP Representative
	Chair:	LUL
	Secretariat:	LUL
Start date for meeting	Within thirty (30) Business Days after the Contract Date	
Frequency	Motorola attendance on a 6 monthly basis	
Input	• Previous minutes and actions and reports as specified in this Contract • Overview of the Contract performance • Escalations • Progress on Corrective Action Plans, Rectification Plans, enhanced cooperation events and step-in events • Outstanding significant risks, issues and Disputes, including Risks escalated from the Contract Review Meeting	
Output	• Minutes of meeting, including actions, decisions and resolutions of disputes • Direction and guidance in relation to contract oversight and overall business performance • If the Steering Committee cannot resolve a Dispute, the Parties will attempt to agree the interim solution to the Dispute whilst the matter is referred to adjudication in accordance with Schedule 6.3 (*Dispute Resolution Procedure*) (without prejudice to the Parties' other rights under the Contract) • If the Parties cannot agree the interim solution to the Dispute then they will record their failure to agree in the minutes for the relevant Steering Committee meeting. • LUL will be able to determine the interim solution to the Dispute whilst the Dispute is referred to adjudication in accordance with Schedule 6.3 (Dispute Resolution Procedure) (taking into account the operation of the Underground Network and the safety of passengers, LUL Personnel and the Motorola Personnel).	

SCHEDULE 6.2

DISPUTE RESOLUTION PROCEDURE

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1. INTRODUCTION

The objective of this Schedule is to set out the Dispute Resolution Procedure in order to enable the Parties to resolve any Disputes which arise in an efficient and timely manner.

2. DISPUTE NOTICES

2.1 If a Dispute has arisen, and:

2.1.1 either Party is of the reasonable opinion that the resolution of the Dispute by commercial negotiation in accordance with Schedule 6.1 (*Governance*), or the continuance of commercial negotiation, will not result in an appropriate solution; or

2.1.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with Schedule 6.1 (*Governance*), and such discussions have not resulted in an appropriate solution,

either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

2.2.1 shall set out:

(A) the material particulars of the Dispute; and

(B) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

2.2.2 may specify in accordance with the requirements of Paragraphs 6.1, 6.2 and 6.2.1 that the Party issuing the Dispute Notice has determined (in the case of the Customer) or considers (in the case of Motorola) that the Dispute is a Multi-Party Dispute, in which case Paragraph 6 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2 then:

2.3.1 if it is served by the Customer it shall be treated as a Multi-Party Procedure Initiation Notice; and

2.3.2 if it is served by Motorola it shall be treated as a Motorola Request,

and in each case the provisions of Paragraph 6 shall apply.

2.4 Subject to Paragraph 2.6, and provided that the Customer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties may seek to resolve the Dispute:

2.4.1 if either Party serves a Mediation Notice, and the other Party agrees to mediate, by mediation in accordance with Paragraph 3;

2.4.2 if either Party serves a Notice of Adjudication, by Adjudication in accordance with Paragraph 4; and/or

2.4.3 by recourse to litigation in accordance with Clause 56 (*Governing Law*).

2.5 Notwithstanding anything to the contrary in this Schedule, either Party may at any time refer any Dispute to Adjudication.

2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice.

3. MEDIATION

3.1 Subject to Paragraph 2.6, following the service of a Dispute Notice, either Party may serve a written Notice to proceed to mediation in accordance with this Paragraph (a "**Mediation Notice**").

3.2 If either Party serves a Mediation Notice, and the other Party agrees within three (3) Business Days from receipt of the Mediation Notice to mediate, the Parties shall attempt to resolve the Dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Contract.

3.3 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within two (2) Business Days from the agreement to mediate then either Party may apply to CEDR to nominate such a person.

3.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

3.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

4. ADJUDICATION

Notice of Adjudication

4.1 Whether or not a Dispute Notice has been served, either Party may at any time give written Notice (the "**Notice of Adjudication**") to the other Party requiring the Dispute to be referred to a suitably experienced Adjudicator.

4.2 The Notice of Adjudication shall set out briefly:

4.2.1 a statement of the nature of the Dispute in respect of which Adjudication is required and the material facts to be relied on;

4.2.2 the Clauses, Schedules and Paragraphs in this Contract to be relied on; and

4.2.3 the redress sought (including the quantum of any monetary relief).

4.3 More than one (1) Notice of Adjudication may be given in relation to Disputes arising out of this Contract. An Adjudicator may act in more than one (1) Adjudication under this Contract at the same time but in respect of each Dispute there shall only be one (1) Adjudicator at any time.

Appointing the Adjudicator

4.4 The Parties shall within fifteen (15) Business Days of the Notice of Adjudication agree the appointment of a suitably experienced individual to act as the Adjudicator.

4.5 If the Parties agree on the identity of the Adjudicator, the Party that gave the Notice of Adjudication (the "**Referring Party**") shall within a further five (5) Business Days send to the Adjudicator and to the other Party:

4.5.1 a copy of the Notice of Adjudication;

4.5.2 the Parties' names and addresses;

4.5.3 a copy of this Contract; and

4.5.4 a written request for the Adjudicator to confirm to the Parties within five (5) Business Days of receipt of such request the Adjudicator's availability to act.

4.6 If such person named under Paragraph 4.5 confirms to the Parties within five (5) Business Days of receipt of the request from the Referring Party their availability to act, they shall be the Adjudicator for any Dispute stated in the Notice of Adjudication.

4.7 If the Parties do not agree within three (3) Business Days of the Notice of Adjudication on the identity of the Adjudicator or the Adjudicator does not confirm his availability to act in accordance with Paragraph 4.6, the Referring Party shall request a nomination of an

Adjudicator from the LCIA to be made within five (5) Business Days and shall send to the LCIA:

4.7.1 a copy of the Notice of Adjudication;

4.7.2 the Parties' names and addresses;

4.7.3 a copy of this Dispute Resolution Procedure; and

4.7.4 anything else required by the LCIA for it to nominate an Adjudicator.

If the LCIA does not make a nomination within five (5) Business Days, the Referring Party may issue a further Notice of Adjudication in accordance with Paragraph 4.1 and the Parties shall appoint an Adjudicator in accordance with Paragraphs 4.4 to 4.7.

4.8 Following nomination of an Adjudicator by the LCIA in accordance with Paragraph 4.7, the Referring Party shall send a written request to the Adjudicator to confirm to the Parties within five (5) Business Days of receipt of such request their availability to act. If they confirm to the Parties their availability to act within five (5) Business Days, they shall be the Adjudicator for any Dispute stated within the Notice of Adjudication. If not, the Referring Party may issue a further Notice of Adjudication in accordance with Paragraph 4.1 and the Parties shall appoint an Adjudicator in accordance with Paragraphs 4.4 to 4.7.

4.9 If, for any reason, an Adjudicator:

4.9.1 resigns or is unable to act; or

4.9.2 fails to reach a decision within the time required by these rules, and the Parties are unable to agree with the Adjudicator an extension of time and/or are unable to agree a replacement Adjudicator,

the Referring Party may issue a further Notice of Adjudication in accordance with Paragraph 4.1 and the Parties shall appoint an Adjudicator in accordance with Paragraphs 4.4 to 4.7.

4.10 An Adjudicator shall declare to the Parties and shall not act if they are or have been an employee, agent or consultant of either Party, save where both Parties consent, and shall declare any interest, financial or otherwise, in any Dispute referred to in the Notice of Adjudication.

4.11 Subject to Paragraph 4.10, if a Party objects to a person selected as Adjudicator by the LCIA, that objection shall not prevent the Adjudicator being appointed, and it shall not invalidate the appointment or any decision the Adjudicator may reach.

4.12 The Adjudicator shall provide to the Parties, at the same time as confirming his availability to act, a copy of the terms on which the Adjudicator is prepared to act including information regarding fees and expenses.

Scope of the Adjudication

4.13 The scope of the Adjudication shall be the Dispute identified in the Notice of Adjudication, together with:

4.13.1 any further matters which the Parties agree should be within the scope of the Adjudication; and

4.13.2 any further matters which the Adjudicator determines must be included in order that the Adjudication may be effective and/or meaningful.

4.14 The Adjudicator may decide upon their own substantive jurisdiction and the scope of the Adjudication.

Purpose of the Adjudication

4.15 The underlying purpose of the Adjudication is to decide Disputes between the Parties that are within the scope of the Adjudication as rapidly and economically as is reasonably possible.

Role of the Adjudicator

4.16 The Adjudicator shall act fairly and impartially, but shall not be obliged or empowered to act as arbitrator.

Referral of the Dispute

4.17 Provided that an Adjudicator has confirmed their availability to act, the Referring Party shall refer the Dispute by Notice in writing (the **"Referral Notice"**) to the Adjudicator within seven (7) Business Days of the Notice of Adjudication.

4.18 The Referral Notice shall include:

4.18.1 details of the circumstances giving rise to the Dispute;

4.18.2 the reasons for entitlement to the remedy sought; and

4.18.3 any documentary or other evidence that the Referring Party intends to rely upon in the Adjudication.

4.19 The Referring Party shall, at the same time as it sends to the Adjudicator the Referral Notice and documents referred to in Paragraph 4.18, send a copy of the Referral Notice and copies of those documents to the other Party.

4.20 The date of the referral of the Dispute shall be the date on which the Referral Notice is received by the Adjudicator (the "**Date of Referral**"). The Adjudicator shall confirm to the Parties in writing the date of receipt of the Referral Notice.

4.21 Following receipt from the Referring Party of a Referral Notice in accordance with Paragraph 4.19, the other Party shall be entitled to send a response to the Adjudicator, which shall at the same time be copied to the Referring Party, within ten (10) Business Days of the Date of Referral.

The Adjudication

4.22 The Adjudicator shall establish the timetable and procedure for the Adjudication, with which the Parties will comply, subject always to the time limit in Paragraph 4.30, and may proceed if one (1) Party does not participate or cooperate.

4.23 Without prejudice to the generality of Paragraph 4.22, the Adjudicator may if they think fit:

4.23.1 require the delivery of written statements of case;

4.23.2 require either Party to produce a bundle of key documents (other than documents that would be privileged from production to a court);

4.23.3 limit the length of any written or oral submission;

4.23.4 require the attendance before them for questioning of any employee or agent of either Party, provided the Party can compel the employee or agent to attend;

4.23.5 make Site visits;

4.23.6 subject to Paragraph 4.25.2, make use of their own specialist knowledge;

4.23.7 make directions for the conduct of the Adjudication orally or in writing, if made orally the directions shall be confirmed by the Adjudicator in writing;

4.23.8 review and revise any of their own previous directions;

4.23.9 conduct the Adjudication inquisitorially, and take the initiative in ascertaining the facts and the Law;

4.23.10 proceed with the Adjudication and reach a decision even if a Party fails to comply with a request or direction with which they have been given the opportunity to comply; and

4.23.11 reach their decision(s) with or without holding an oral hearing.

4.24 The Adjudicator may, at any time, obtain legal or technical advice on any matter provided that the Parties are informed of the reasons beforehand. Prior to making the decision, the Adjudicator shall provide the Parties with copies of any written advice so obtained.

4.25 The Adjudicator shall:

4.25.1 decide on the Dispute referred to in the Notice of Adjudication, and any other matters as identified under Paragraph 4.13, on the basis of the Parties' legal entitlements;

4.25.2 act fairly and impartially, giving each Party a reasonable opportunity, in light of the timetable, of putting their case and dealing with that of its opponent;

4.25.3 in reaching his decision, take into account the fact that this Contract relates to services provided to the public which should continue to operate in a timely, economic, efficient and reliable manner; and

4.25.4 avoid incurring unnecessary expense.

4.26 The Adjudicator shall not:

4.26.1 request and/or require any advance payment of or security for his fees;

4.26.2 receive any submissions from one (1) Party that are not also made available to the other Party;

4.26.3 except in the event of misconduct by that representative refuse either Party the right at any hearing or meeting to be represented by any representative of that Party's choosing who is present;

4.26.4 act or continue to act if they have a conflict of interest; or

4.26.5 require either Party to pay or make contribution to the legal costs of the other Party arising in the Adjudication.

4.27 The Adjudicator may in any decision, direct the payment of such interest from such dates and at such rates as permitted by this Contract or if no such rate is set out in this Contract, the Adjudicator may apply a commercially reasonable rate.

4.28 All information of whatever nature provided to the Adjudicator by either Party shall be copied to the other Party or (where copying is not practicable) the other Party shall be entitled to inspect it. The Adjudicator shall require material information provided orally to be confirmed to the Adjudicator in writing (and copied to the other party).

4.29 The Parties shall continue to observe and perform all obligations contained in this Contract, notwithstanding any reference to the Adjudicator.

The Adjudicator's decision

4.30 The Adjudicator shall reach a decision on the Dispute set out in the Notice of Adjudication, and any other matters as identified under Paragraph 4.13, within twenty-eight (28) Business Days of the Date of Referral, as confirmed to the Parties in accordance with Paragraph 4.20.

4.31 The twenty-eight (28) Business Day period set out in Paragraph 4.30 may be extended:

4.31.1 to such longer period as may be agreed by the Parties after the Dispute has been referred to the Adjudicator; and

4.31.2 by the Adjudicator by up to fourteen (14) Business Days with the consent of the Referring Party.

4.32 Any decision of the Adjudicator shall be in writing. The Adjudicator shall provide written reasons for his decision.

4.33 Any decision of the Adjudicator shall be binding unless and until the Dispute is finally determined by the court pursuant to Paragraph 4.40 or by written agreement.

4.34 Either Party may apply to the appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of

challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge shall be regarded and treated as a Dispute for the purposes of this Schedule.

Costs

4.35 Each Party shall bear its own costs. The Adjudicator may not decide the Parties' legal and other costs arising out of or in connection with the Adjudication unless the Parties otherwise agree.

4.36 Unless the Adjudicator resigns before sending the Parties his decision, they shall be entitled to charge the Parties their fees and expenses for the Adjudication.

4.37 The Parties shall be jointly and severally responsible for the Adjudicator's fees and expenses including the fees and expenses of any legal or technical adviser instructed by the Adjudicator under Paragraph 4.24.

4.38 In the decision, the Adjudicator shall have discretion to apportion liability for the Adjudicator's fees and expenses referred to in Paragraph 4.37. The Parties agree to be bound by the Adjudicator's costs direction unless and until the costs direction of the Adjudicator is set aside or revised in accordance with Paragraph 4.41.

4.39 Notwithstanding anything to the contrary in any contract between the Parties, the Adjudicator shall have no jurisdiction to require the Party which referred the Dispute to Adjudication to pay the costs of the other Party solely by reason of having referred the Dispute to Adjudication.

Court proceedings

4.40 If either Party is dissatisfied with the Adjudicator's decision, then within twenty-eight (28) Business Days of the date of the Adjudicator's decision it may give written Notice to the other Party that it intends to issue court proceedings for the determination of the Dispute. If no such Notice is issued within twenty-eight (28) Business Days, the Adjudicator's decision shall become final and binding.

4.41 Provided that a Dispute Notice has first been issued in accordance with Paragraph 2, and subject to Paragraph 4.40, Disputes shall be finally resolved by the courts of England and Wales. In relation to any court proceedings commenced pursuant to Paragraph 4.40 after Adjudication proceedings:

4.41.1 no Party shall be limited in the proceedings before the court to the evidence or arguments put before the Adjudicator;

4.41.2 the Adjudicator shall neither be called as a witness nor required to give evidence before the court on any matter whatsoever; and

4.41.3 either Party can request the court to set aside or revise a direction by the Adjudicator in respect of payment by the Parties of the costs or fees of the Adjudication (including payment of the remuneration and expenses of the Adjudicator).

For the avoidance of doubt, the Parties do not need to refer a Dispute to Adjudication or (in the case of Multi-Party Disputes) to a Multi-Party Dispute Resolution Board before that Dispute can be referred to the courts of England & Wales.

Enforcement

4.42 Every decision of the Adjudicator shall be implemented without delay subject to final determination by the court following court proceedings for the determination of the Dispute issued in accordance with Paragraph 4.40. The Parties shall be entitled to such reliefs and remedies as are set out in the Adjudicator's decision, and shall be entitled to summary enforcement thereof, even if the decision is or becomes the subject of any court proceedings. No issue decided by one (1) Adjudicator may be referred to another Adjudicator for a decision, unless agreed in writing by the Parties.

Independence

4.43 The Adjudicator, and any legal or technical adviser instructed by them under Paragraph 4.24 are and shall remain independent of the Parties, neutral and impartial, and do not and shall not act as advisers to the Parties.

Confidentiality

4.44 Each Adjudication shall be private and confidential. The Parties, the Adjudicator (and any expert and/or professional adviser appointed by them under Paragraph 4.24) shall keep the existence of and subject matter of each Adjudication and each decision private and confidential, except to the extent that it is necessary in order to implement or enforce a decision or is required by Law.

No Liability

4.45 The Adjudicator (and any legal or technical adviser instructed by them under Paragraph 4.24) shall not be liable for anything done or omitted to be done in the discharge or purported discharge of their appointment, unless the act or omission is shown to be fraudulent or in bad faith. However, nothing in this forgoing exclusion shall relieve the Adjudicator (and any legal or technical adviser instructed by them under Paragraph 4.24) of their duty to provide their decision in accordance with the agreed timetable.

4.46 No Party shall, save in the case of bad faith on the part of the Adjudicator, make any application to court whatsoever in relation to the conduct of the Adjudication or the decision of the Adjudicator until such time as the Adjudicator has made his decision, or refused to make a decision.

5. URGENT RELIEF

Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

5.1.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

5.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

6. MULTI-PARTY DISPUTES

6.1 Any Dispute which involves:

6.1.1 the Parties; and

6.1.2 one (1) or more parties to another contract with the Customer which is relevant to this Contract (a "**Related Third Party**"),

(a "**Multi-Party Dispute**"), shall be resolved in accordance with the procedure set out in this Paragraph (the "**Multi-Party Dispute Resolution Procedure**").

6.2 If at any time following the issue of a Dispute Notice or Notice of Adjudication, but before the Dispute has been referred to Adjudication in accordance with Paragraph 4 or to litigation in accordance with Clause 56 (*Governing Law*), either Party reasonably considers that the matters giving rise to the Dispute involve one (1) or more Related Third Parties, then:

6.2.1 the Customer shall, acting reasonably and having considered representations by Motorola as to whether the Dispute should be a Multi-Party Dispute, be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on Motorola which sets out the Customer's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure (such notice being a "**Multi-Party Procedure Initiation Notice**"); or

6.2.2 Motorola may serve a Motorola Request on the Customer.

6.3 Following receipt of a Motorola Request in accordance with Paragraph 6.2.2, the Parties shall meet as soon as reasonably practicable and in any event within five (5) Business Days to consider the relevant Motorola Request and agree (acting reasonably) whether the Dispute is:

6.3.1 a Multi-Party Dispute, in which case the Customer shall serve a Multi-Party Procedure Initiation Notice on Motorola; or

6.3.2 not a Multi-Party Dispute, in which case the Customer shall serve written notice of such determination upon Motorola and the Dispute shall be treated in accordance with Paragraphs 2 to 5, and

if the Parties are unable to agree (acting reasonably) whether the Dispute is a Multi-Party Dispute then the Dispute will be deemed not to be a Multi-Party Dispute and shall be treated in accordance with Paragraphs 2 to 5.

6.4 Motorola may not serve more than one Motorola Request in reference to the same Dispute.

6.5 Following service of a Multi-Party Procedure Initiation Notice, a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the "**Multi-Party Dispute Resolution Board**") comprising at least one (1) representative from each of the following participants to the Multi-Party Dispute, each of whom must be authorised to finalise any agreement to settle the Multi-Party Dispute:

6.5.1 the Customer;

6.5.2 Motorola; and

6.5.3 each Related Third Party involved in the Multi-Party Dispute,

together with any other representatives of Motorola or any relevant Related Third Party whom the Customer considers necessary (together "**Multi-Party Dispute Representatives**").

6.6 The Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute within twenty five (25) Business Days in accordance with the following principles and procedures:

6.6.1 the Customer and Motorola shall procure that their Multi-Party Dispute Representatives attend, and shall use reasonable endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

6.6.2 meetings of the Multi-Party Dispute Resolution Board shall be chaired by the Customer' representative;

6.6.3 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Business Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Customer, Motorola and the Related Third Parties shall seek to agree within five (5) Business Days of service of the relevant Multi-Party Procedure Initiation Notice. If the Customer, Motorola and the Related Third Parties do not reach agreement on the time and place to meet within five (5) Business Days of service of the relevant Multi-Party Procedure Initiation Notice, they shall meet at the time and place specified by the Customer, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Business Day; and

6.6.4 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations of the Customer, Motorola and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

6.7 Subject to Paragraph 2.5, if a Multi-Party Dispute is not resolved between the Customer, Motorola and all Related Third Parties within twenty (20) Business Days of the issue of the Multi-Party Procedure Initiation Notice, then the Customer or Motorola may propose to resolve the Dispute by mediation in accordance with Paragraph 3.

6.8 Notwithstanding Paragraphs 6.5 to 6.7, if there is a Multi-Party Dispute, the Customer or Motorola may, following the issuance of a Notice of Adjudication, require that the Multi-Party Dispute is determined by the same Adjudicator, with each of Motorola and the relevant Related Third Party participating in the same Adjudication, provided that Related Third Party so agrees (or has so agreed in advance).

6.9 If a Multi-Party Dispute is referred to mediation or Adjudication, the Customer and Motorola shall each use reasonable endeavours to procure that all relevant Related Third Parties give their written consent to participate in (and in the case of Adjudication, be bound by) the Adjudication or mediation.

6.10 To the extent that one (1) or more Related Third Parties consent to participate in (and in the case of Adjudication agree to be bound by) the Adjudication or mediation:

6.10.1 references in this Schedule to "Parties" or "Party" shall in such circumstances include the relevant Related Third Parties (and reference to "either Party", "both Parties" or "the other Party" shall be constructed accordingly); and

6.10.2 in respect of an Adjudication, the Adjudicator shall decide the Dispute under all relevant contracts in accordance with the provisions of this Schedule.

SCHEDULE 6.3

DOCUMENT MANAGEMENT

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1. **INTRODUCTION**

1.1 The purpose of this Schedule is to set out:

1.1.1 the obligations of Motorola to provide the Documents in an agreed format via the Customer Document Management System following the Customer procedures;

1.1.2 the requirements for Motorola to provide and maintain:

(A) an internal; Document control procedure, that meets ISO9001 for document control

1.1.3 Motorola's specific requirements with respect to the Design Baseline as described in Paragraph 5.

2. **DOCUMENTS TO BE SUBMITTED BY MOTOROLA**

2.1 Motorola shall prepare, submit, and maintain the Documents in accordance with the requirements of this Schedule through the use of the Customer Document Management System:

2.2 Motorola shall prepare all Documents required by this Contract in accordance with the provisions of this Schedule and any relevant Standards.

3. **DOCUMENT MANAGEMENT**

3.1 NOT USED

3.2 Motorola and the Customer shall work together to identify those Documents which shall be security-classified using the LUL standards of "LUL Unclassified", "LUL Restricted", "LUL Confidential", as set out in the LUL Standard titled 'LUL Standard – Information Security Classification' set out in Schedule 2.6 (*Standards*) as amended from time to time and a process for handling such security-classified documents.

3.3 Should the Customer update or materially change its Document Management System, the Customer will supply on receipt of reasonable request by Motorola, training on the new Customer Document Management System

Document Management System

3.4 NOT USED

3.5 Motorola shall provide information and Documents to the Customer Document Controller in accordance with the instructions provided by the Customer from time to time on the function, operation and use of the Customer Document Management System.

3.6 NOT USED

3.7 NOT USED:

3.7.1 NOT USED

3.7.2 NOT USED

3.7.3 NOT USED

3.7.4 NOT USED

3.8 NOT USED

4. **DOCUMENTS**

4.1 Motorola shall:

4.1.1 retain all Documents in electronic formats unless hard copy format is reasonably requested by the Customer. Motorola shall maintain back-ups of all Documents in a manner which ensures easy, secure and complete recovery;

4.1.2 NOT USED

4.1.3 make available all Documents requested by the Customer in electronic format and within such timeframes as specified in this Contract or otherwise reasonably requested by the Customer. Documents for review shall be made available in a searchable electronic format and any alternative electronic or hard copy format (including the relevant Document's native electronic format) reasonably requested by the Customer to enable review, mark-up and comment;

4.1.4 ensure every Document displays an appropriate copyright statement correctly reflecting its status in accordance with Annex 3 (*Copyright Statement*);

4.1.5 generate Documents in accordance with Good Industry Practice. When a Document is to be supplied to the Customer for the first time then Motorola shall discuss the relevant standard to which the Document should be prepared with the Customer and incorporate the Customer's reasonable comments;

4.1.6 NOT USED

4.1.7 for Documents which contain sensitive security information such as usernames or login details, be able to provide such Documents in redacted (where reasonably requested by the Customer) and unredacted forms;

4.1.8 where relevant, accompany any computer-aided design (**CAD**) drawing information transmitted in electronic format with details of the loading method, the files provided, the status of the files and the relevant symbol libraries; and

4.1.9 create, share and store all Documents in a manner which enables the Customer to easily produce legible copies suitable for viewing and printing.

4.2 Motorola shall ensure that procedures are in place to ensure that all Documents are clearly marked with their appropriate status code and are dated and signed as "prepared, checked and approved" by approved Motorola Personnel.

4.3 Motorola shall implement procedures covering Documents issued via the Document Management System and all Documents so issued to the Customer shall be accompanied with a suitable Document transmittal note or auditable electronic delivery receipt process in accordance with the provisions of Schedule 2.8 (*Acceptance and Approvals*).

4.4 All versions of a Document shall be clearly marked on the Document and shall state clearly the reason and authorisation for the revision.

4.5 Motorola shall ensure that the content and presentation of all Documents is of the appropriate level of quality and fit for its intended purpose, including in respect of clarity, structure, spelling and punctuation.

4.6 Without limiting any other provision in this Contract, Motorola shall implement processes to ensure that only virus-free electronic information is sent or stored in accordance with Clause 31 (*LUL Data and Security Requirements*).

5. DESIGN BASELINE DOCUMENTS AND RECORD

5.1 In advance of the Initial NTPP Motorola Term Commencement Date, Motorola will supply the relevant information to allow the Customer to prepare and collate an accurate set of Design Baseline Documents which set out the specific and actual way in which the System Assets are deployed and configured in respect of each Customer Site.

5.2 At least sixty (60) Business Days prior to the Initial NTPP Motorola Term Commencement Date, Motorola will supply the relevant information to allow the Customer to prepare and submit a Design Baseline Record which identifies and sets out the Design Baseline Documents available for each Customer Site.

5.3 NOT USED

5.4 Motorola shall at all times ensure that each relevant Variation (including physical changes to relevant deployed System Assets, configuration changes to relevant deployed System Assets and topology changes) is accurately captured and reflected within the appropriate Documents as part of such Variation and Motorola shall verify their accuracy and

completeness (and provide such evidence of such updates and verification as the Customer may reasonably require).

5.5 NOT USED

5.6 Each drawing shall be of a size and format that allows the information to be presented clearly, be readily understood, and is appropriate for its intended use.

5.7 Information for Design Baseline Documents shall be Approved by the Customer and Motorola shall re-submit any amended information for Design Baseline Documents to the Customer for Approval in accordance with the provisions of Schedule 2.8 (*Acceptance and* Approvals).

APPENDIX 1

GENERAL REQUIREMENTS FOR EACH DOCUMENT

Motorola shall ensure that each Document it delivers pursuant to this Contract complies with the following general requirements:

General requirements for each Document	
1.	**General** The Document shall specify: (a) the title of the relevant Document; (b) a unique reference number for the relevant Document; (c) the version number of the Document; (d) the principal author of the relevant Document; (e) amendment history and record of approvals; and (f) the purpose and objectives of the relevant Document.
2.	**Relevant dependencies on other Documents** The Document shall specify any dependencies between the relevant Document and: (a) any other relevant Document to be developed by Motorola under this Schedule; and/or (b) any other deliverable to be developed by Motorola under this Contract.
3.	**Review by Motorola** The Document shall specify the personnel of Motorola responsible for ensuring that the Document is complete and accurate before submission to the Customer.
4.	**Other requirements** The Document shall: (a) be written in clear and plain English; (b) use the defined terms set out in Schedule 1 (*Definitions*) wherever possible, so that new defined terms are used only when there is not a relevant defined term already in Schedule 1 (*Definitions*). All new defined terms should be set out in a glossary (which also cross-refers to Schedule 1 (*Definitions*)); (c) include adequate definitions and descriptions of all key terms, words and symbols; (d) cross-refer to relevant Clauses, Schedules, Paragraphs, Annexes and Sections of this Contract wherever reasonably required; (e) include any appendices; (f) be written to a reasonable and appropriate level of detail; (g) otherwise be presented in a clear, complete and accurate manner; (h) be Fit-for-Purpose and prepared in accordance with Good Industry Practice; and (i) NOT USED.

APPENDIX 2

COPYRIGHT STATEMENT

Copyright

All new and updated Documents must be marked as "Copyright in this material belongs to London Underground Limited and/or its licensors".

SCHEDULE 6.4

PROJECT MANAGEMENT

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1. INTRODUCTION

Not used

2. GUIDING PRINCIPLES

2.1 The Customer has the right to commission Variations (including the Upgrade Projects) which may be defined as a Project in accordance with the Variation Procedure.

2.2 Projects delivered by Motorola may form part of a programme which comprises projects being delivered by the Customer, LUL (where LUL is not the Customer) and/or Other Service Providers and/or Third Parties and which may be managed by the Customer, LUL (where LUL is not the Customer), Other Service Providers, or Third Parties. Motorola shall, to the extent within its reasonable control, manage Project activities as part of programmes and take account of activities carried out by the Customer, Other Service Providers or Third Parties where appropriate in accordance with the relevant Variation and Project documentation.

2.3 Subject to Paragraph 2.2 Motorola shall manage all Projects as part of a Project portfolio, taking into account resource constraints and conflicting demands when delivering this work.

2.4 The Parties acknowledge that the full extent of the requirements set out in this Schedule may not be applicable to all Projects. The extent to which the Project assurance obligations set out in this Schedule should be applied to each Project shall be agreed in the relevant Variation for each Project in accordance with the Variation Procedure.

Project initiation

2.5 Each Variation Notice shall set out the required level of Project assurance and the Documents to be produced by Motorola within each stage of the Project.

3. GENERAL REQUIREMENTS

3.1 Motorola shall ensure that each Project has a designated individual, whose identity shall be set out in the relevant Variation, who is responsible for: (i) the delivery of the Project to time, scope, quality and budget, and (ii) for reporting on the progress of the Project (the **"Project Manager"**).

3.2 The Customer shall appoint a designated individual to co-ordinate the Customer's activities associated with each Project and oversee Motorola's delivery of the Project (the **"Customer Project Manager"**).

3.3 Project Managers shall work closely with their Customer Project Manager counterparts, reviewing and reporting on the progress and status of Projects on a regular basis.

3.4 Motorola shall manage Projects and the Project portfolio in accordance with Good Industry Practice.

3.5 Projects and the Project portfolio shall be managed in accordance with this Schedule 6.4 (*Project Management*) and, where applicable, overseen in accordance with Schedule 6.1 (*Governance*). In the absence of a Project Board, the relevant Customer Project Manager shall act in that capacity.

3.6 Motorola shall support the Customer's internal governance and project management processes as set out in Schedule 2.6 (*Standards*) and such other processes reasonably requested by the Customer from time to time in accordance with the Variation Procedure.

4. PORTFOLIO MANAGEMENT

Not used

5. PROJECT MANAGEMENT

Project Execution Plans

5.1 Motorola shall, in its response to the Variation Notice, provide a price for production of a Project Execution Plan for each Project, where requested by the Customer prior to the commencement of the relevant Project. If agreed in the Variation Motorola shall produce such Project Execution Plan and shall update it from time to time to take account of any change to the Project. The Project Execution Plan shall be in the same or similar format to Plan set out in Appendix 1.

5.2 Project Execution Plans shall be consistent with the requirements and obligations set out in the relevant agreed Variation.

5.3 If applicable, the Variation shall set out the relevant Project artefacts Documents to be produced (and updated) during each stage of the Project. Motorola shall ensure that such Documents are consistent with the requirements in the relevant Variation.

5.4 The Project Execution Plan shall address the management and satisfaction of all Project Dependencies for that Project as identified in the relevant Variation.

5.5 Pursuant to Paragraph 5.4, if Motorola is dependent on the Customer and/or Other Service Providers and/or Third Parties for input to a Project, Motorola shall either:

5.5.1 use the specified timescales as set out in this Contract within the Project Plan to describe the Customer and/or Other Service Providers and/or Third Parties required input; or

5.5.2 request the Customer and/or Other Service Providers and/or Third Parties to provide a timescale for its input, in which case Paragraph 5.6 of this Schedule shall apply.

5.6 Pursuant to Paragraph 5.5.2, Motorola shall provide full details of the Customer and/or Other Service Providers and/or Third Parties input it considers is required and with sufficient notice for the Customer to properly consider such requirements. The Customer shall notify Motorola of the period of time Motorola shall allow in its Project Plan for the required Customer and/or Other Service Providers and/or Third Parties activity.

Project Assurance

5.7 The level of project assurance required by the Customer will depend on the size of each Project, its complexity, and the nature of any Project Dependencies on the Customer and/or Other Service Providers and/or Third Parties. The level of assurance (for example the required Governance and reporting) shall be agreed and documented within the Variation and then set out in the relevant Project Execution Plan.

5.8 In order to provide the Customer with the required level of assurance regarding its investment in a Project, Motorola shall be required to meet certain criteria set out in the Project Execution Plan, that provide sufficient assurance to the Customer, that:

5.8.1 Motorola will provide sufficient resources and information reasonably required by the Customer;

5.8.2 the activities defined in the Project Plan have been successfully delivered;

5.8.3 whether any of the Project Dependencies have not been met;

5.8.4 the required Documents have been Approved or Assured in accordance with Schedule 6.3 (*Document Management*); and

5.8.5 the Project is ready to proceed to the next stage of the Project.

Project Governance

5.9 For each Project, if required by the Customer in accordance with the Variation Notice, and subject to the Governance arrangements set out in the relevant Variation, Motorola shall establish a Project Board in accordance with Schedule 6.1 (*Governance*).

5.10 Pursuant to Paragraph 5.9, the specific details relating to each Project Board shall be set out in the relevant Project Execution Plan and shall include as a minimum the details of:

5.10.1 the names and roles of attendees;

5.10.2 the name of the chair;

5.10.3 Project Board frequency;

5.10.4 inputs; and

5.10.5 outputs.

Project Milestone Deliverables

5.11 The relevant Documents (including the Project artefacts) which shall be produced by Motorola for each Project shall be set out in the relevant Variation and the associated Project Execution Plan (where applicable).

5.12 Motorola shall make copies of the Documents relating to each Project available via the Document Management System in their native electronic format (and/or an alternative format if confirmed in writing by the Customer) and in accordance with Schedule 6.3 (*Document Management*).

Project Plan

5.13 Motorola shall ensure that Project Plans are developed using techniques that clearly identify the critical path, and that information is presented in Gantt chart and tabular formats where appropriate or as requested by the Customer.

5.14 Motorola shall ensure that all Project Plans shall as a minimum:

5.14.1 In accordance with the Portfolio Execution Plan, detail the Project activities covering:

(A) making arrangements for Site access where necessary;

(B) any required investigations including surveys;

(C) design;

(D) Approval and Assurance of all relevant Documents (including [Design Baseline]) in accordance with the process and associated timelines of the Submissions Procedure;

(E) any preparatory work prior to installation;

(F) installation and commissioning works;

(G) testing;

(H) decommissioning and disposal of relevant System Assets; and

5.14.2 detail the activity start and end dates and durations;

5.14.3 detail any activity dependencies;

5.14.4 detail any activities to be undertaken by the Customer and/or Other Service Providers and/or Third Parties;

5.14.5 highlight the critical path;

5.14.6 show the principal organisation responsible for each activity related to implementation of the Project; and

5.14.7 show all Milestones, and their associated Milestone Criteria, Milestone Dates and Milestone Deliverables.

5.15 Motorola shall forecast and report actual progress of Projects against the Project Plans.

5.16 Motorola shall make all Project Plans available to the Customer in a format specified by the Customer from time to time and in accordance with Schedule 6.3 (*Document Management*).

5.17 Any changes to the Project Plan shall be agreed at the Project Board or with the relevant Customer Project Manager. Where the change to the Project Plan is material, the change (including any changes to any Milestone and its associated Milestone Deliverables, Milestone Criteria, Milestone Dates, Milestone Payments or Bounded Mechanisms) shall be considered and implemented in accordance with the Variation Procedure.

5.18 The Parties shall formally review each of the Project Plans at the relevant Project Board (or as otherwise agreed with the Customer).

Project Risk Register

5.19 Motorola shall maintain the Project Risk Register in respect of the relevant Project in accordance with Schedule 6.5 (*Risk Management*).

5.20 The Parties shall regularly review the Project Risk Registers at the relevant Project Boards or with the Customer Project Manager (or as otherwise agreed with the Customer).

Project Reports

5.21 If applicable, Motorola shall submit Project Reports to the relevant Customer Project Managers at least three (3) Business Days before each scheduled Project Board (if applicable) or as otherwise agreed with the Customer in accordance with the Variation Notice.

5.22 The format of each Project Report shall be based on the standard Project Report template defined in the Portfolio Execution Plan.

5.23 The Parties shall formally review each Project Report at the relevant Project Board (or as otherwise agreed with the Customer).

Project closure

5.24 A Project cannot be closed until Motorola has fulfilled its obligations with regard to the final Milestone and the Customer has provided Motorola with a Milestone Achievement Certificate in accordance with Schedule 2.8 (*Acceptance and Approvals*).

6. DESIGN, TESTING AND TECHNICAL ASSURANCE.

Principles and guidance

6.1 Many Projects will give rise to changes to the Telecommunications Services or System Assets. Such Projects may include but not be limited to:

6.1.1 deployment of new or changed System Assets; and

6.1.2 decommissioning of existing System Assets.

6.2 Motorola will provide support to the Customer for the production of a Design, Testing and Commissioning Plan which sets out the processes and procedures followed by Motorola and the Customer for the design, testing and/or commissioning of any Systems Assets in the System which is to be submitted to the Customer for Approval sixty (60) Business Days prior to the Service Commencement Date.

6.3 Not used

Test Plans

6.4 In its performance and delivery of any Upgrade Project or, where applicable, any Variation, Motorola shall develop testing plans that allow for implementation of the Services that shall:

6.4.1 prove that the System and System Assets comply with the requirements set out in Schedule 2.1 (*Technical Specification*) and other requirements of the Contract;

6.4.2 prove that the System and System Assets continue to meet all design criteria and conform with all design documentation (including the Design Baseline) in accordance with this Schedule and Schedule 6.3 (*Document Management*);

6.4.3 demonstrate that all interfaces to the System meet or exceed their specified performance levels and all other requirements of the Contract;

6.4.4 show how reasonable constraints of the Underground Network are met, including frequency allocation; and

6.4.5 comply with the requirements of the Connect Change Control Procedure (Document Number LUL/ENG/PRC/0012) (as updated from time to time).

6.5 Motorola acknowledges that any proposed change to the Design Baseline will require a Test Plan to be developed in respect such change(s).

6.6 In development of all Test Plans Motorola shall demonstrate that it has considered all of the testing requirements set out in the Contract, relevant design documentation (including the Design Baseline) or the Variation, and has made adequate provisions for testing.

6.7 Each such Test Plan shall demonstrate that the relevant System Assets comply with the requirements set out in Schedule 2.1 (*Technical Specification*) and shall contain, as appropriate for the type of test, the following data:

6.7.1 a test strategy clearly stating the objectives, approach to and purpose of the tests to be conducted;

6.7.2 the logical sequence of tests starting with material receiving tests and inspections and concluding with system demonstration tests;

6.7.3 pro formas for recording and analysis of test results;

6.7.4 a list of test procedures (by test procedure and number) to be submitted, a preliminary submission programme and a brief description of each factory and field test;

6.7.5 an outline and format of the procedures and test data sheets for each type of test;

6.7.6 requirements (if any) for Customer furnished material, personnel or equipment;

6.7.7 recommendations for witnessing by the Customer; and

6.7.8 description of the flow of quality assurance and test data.

6.8 Motorola shall submit each Test Plan to the Customer for Approval in accordance with the Submissions Procedure.

Test Documentation

6.9 All tests carried out shall be fully documented.

6.10 Test documentation shall contain the following information as applicable:

6.10.1 test date and time;

6.10.2 location and environmental details;

6.10.3 description of the test performed;

6.10.4 details of all test equipment used with calibration dates;

6.10.5 test configuration diagram or information;

6.10.6 test results; and

6.10.7 names and signatures of the test engineers and witnesses.

6.11 All test certificates shall include sufficient information to identify the equipment tested and the tests performed.

Test Reports

6.12 Test reports shall contain, as applicable, the following information:

6.12.1 report reference number, issue and date;

6.12.2 nomenclature of the equipment tested;

6.12.3 part number and serial number of the equipment tested to document build state and/or test set up configuration;

6.12.4 release note number and modification state of the equipment tested;

6.12.5 project/contract number;

6.12.6 Test Plan reference;

6.12.7 summary table of results;

6.12.8 specify limits and reference;

6.12.9 dates of the start and completion of the tests;

6.12.10 names of all test engineers;

6.12.11 names and signatures of the supervisory staff;

6.12.12 QA witnesses;

6.12.13 test configuration diagram or information;

6.12.14 details of any test deviations;

6.12.15 list of all test equipment with calibration dates;

6.12.16 test equipment setting to document test input signals, data patterns, etc.;

6.12.17 test location;

6.12.18 conclusions;

6.12.19 analysis of results;

6.12.20 actual test sequence; and

6.12.21 copies of all failure reports for equipment that failed during the test.

6.13 Motorola shall produce type test certificates, where applicable, to demonstrate that equipment or components meet the performance specification.

Witnessing Tests

6.14 In accordance with the relevant Test Plan, the Customer shall be notified, and both the Customer and TfL shall invited to attend such design reviews, inspections, tests, test reviews and meetings related to testing, including but not limited to testing activities at any manufacturing and assembly plants as the Customer (acting reasonably) considers necessary in order to enable the Customer to satisfy itself that the requirements of the relevant Test Plan are being met. For the avoidance of doubt, the foregoing sentence does not oblige Motorola to notify or invite the Customer to design reviews, inspections, tests, test reviews or meetings which are of an internal nature in order for Motorola to monitor its own progress against the relevant Test Plan.

6.15 All test reports, records, data and documentation shall be available for review within twenty-eight (28) days or such other period of time agreed in writing by the Parties. Where the context of the tests require a review period the plan shall indicate the proposed timing of submission and review completion.

Proper Notice

6.16 Each Test Plan shall include proposals for notice periods.

6.17 Motorola shall submit to the Contract Manager, a twenty (20) Business Day look ahead programme detailing all the testing activities proposed for the period covered. The first programme shall be submitted a minimum of twenty (20) Business Days prior to the first test and a revised programme shall be submitted every ten (10) Business Days thereafter. For each test shown on the programme, Motorola shall include the planned start date and finish times and location for the test.

The Customer and Testing

6.18 Each test must be conducted so as not to cause a detrimental impact on the operations of the Underground Network or compromise the safety of the Underground Network.

6.19 The plan shall be prepared having regard to the availability of the Customer's resources. Look ahead programmes shall be prepared following consultation with the Contract Manager as to such availability.

Interface Testing

6.20 Motorola shall be responsible for ensuring the testing of any changes to Interfaces made by Motorola in order to demonstrate compliance with the requirements of this Contract, and for ensuring that changes to interfacing equipment are tested. The Customer and the Customer are responsible for Interface Testing for the systems they are responsible for.

6.21 Each plan shall confirm that all of Motorola's staff and relevant sub contractor's staff involved in testing have the appropriate skills, training and authorisation to undertake their designated roles in testing. The plan shall clearly indicate the relevant roles and staff (or relevant deputies) who are authorised to sign off test results and records.

Authorisation

6.22 All test reports and test result data sheets shall be certified and signed by a properly authorised member of Motorola's staff.

Design Baseline

6.22.1 In advance of submitting an updated Design Baseline to the Customer for Approval, Motorola shall demonstrate to the Customer's reasonable satisfaction that:

(A) the proposed changes meet the agreed requirements;

(B) proposed changes are assessed based on their impact on existing Services;

(C) the technical changes are consistent and compliant with Schedules 2.1 (*Technical Specification*), 2.2 (*Performance Regime*) and 2.6 (*Standards*); and

(D) Motorola will work with the Customer to gain any required Approval from the Customer in accordance with the design management plan detailed in Schedule 2.6 (*Standards*).

6.22.2 Motorola shall ensure that any relevant Project Plan includes the required activities and associated time requirements for the submission of new or amended Design Baseline Documents in accordance with the Submissions Procedure.

6.22.3 To the extent that a Project requires Testing, Motorola shall comply with Paragraph 6 of this Schedule.

APPENDIX 1

PROJECT EXECUTION PLAN

Motorola shall ensure that its Portfolio Execution Plan sets out the following:

1. Overview including:
   - (a) Scope
   - (b) Objectives
   - (c) Deliverables
   - (d) Acceptance criteria
   - (e) Dependencies
   - (f) Budget
   - (g) Milestones
   - (h) Assumptions
2. Organisation
   - (a) Organisation structure
   - (b) Roles and responsibilities
   - (c) Health, Safety, Environmental and Quality Management
   - (d) CDM duties
   - (e) Facilities and workplace management
   - (f) Suppliers and subcontractors
   - (g) Stakeholder management
3. Execution
   - (a) Overview
   - (b) Delivery approach (covering the typical project lifecycle including all relevant Documents to be submitted to the Customer for Approval and Assurance):
     - (i) Feasibility
     - (ii) Concept design
     - (iii) Single option development
     - (iv) Detailed design
     - (v) Installation
     - (vi) Test and commissioning
     - (vii) Handover (to O&M) and
     - (viii) Close
   - (c) Contract deliverables
4. Management and Control
   - (a) Overview
   - (b) Schedule management
   - (c) Resource planning and management
   - (d) Financial and cost management
   - (e) Progress reporting
   - (f) Risk, issues and opportunity management

(g) Change management

(h) Communication and information management

(i) Escalation

(j) Project closure and lessons learnt

5. Governance and assurance

(a) Overview

(b) Assurance

(c) Reviews

(d) Governance

SCHEDULE 6.5

RISK MANAGEMENT

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1. INTRODUCTION

The objectives of this Schedule are to:

1.1.1 set out the requirements for Motorola to assist the Customer in the preparation of a plan setting out the arrangements for identifying, recording, monitoring, mitigating, controlling and assessing Risks throughout the Term and providing information on the most significant risks to the Customer for inclusion in the overall Customer risk register;

1.1.2 ensure that Motorola implements appropriate risk management processes for the management of:

(A) Risks relating to the delivery of the Services (excluding Projects) in accordance with this Contract; and

(B) Risks relating to the delivery of Projects; and

1.1.3 ensure that Motorola Risks are identified and managed effectively by Motorola throughout the Term.

2. RISK CATEGORIES AND DOCUMENTS

2.1 Motorola shall manage:

2.1.1 possible actions or events which, to Motorola's knowledge, have the potential to impact on Motorola's ability to deliver the Services and comply with its obligations under the Contract (excluding Projects) in accordance with this Contract (the **" Contract Risks"**); and

2.1.2 where applicable and with reasonable assistance from the Customer, possible actions or events which, to Motorola's knowledge, have the potential to impact on the ability of a Project to deliver its stated objectives or on the ability of Motorola to deliver the Project Portfolio (the **"Delivery Risks"**).

2.2 Motorola shall ensure that all Contract Risks are categorised as either:

2.2.1 a **"Security Risk"** meaning a Risk associated with the security of the Services, including information security and any risks identified pursuant to Schedule 2.5 (*Security Management*);

2.2.2 a **"Service Risk"** meaning a Risk associated with the delivery of the Services in accordance with this Contract which are not Security Risks; or

2.2.3 an **"Operational Risk"** meaning a Risk associated with the disruption of the Services in accordance with this Contract which are not Security Risks or Service Risks.

2.3 Motorola shall provide details to the Customer on Motorola's most significant Risks which shall, as a minimum, include those Risks which would be scored as very high (VH) or high (H) using the Customer's Risk scoring as set out in Annex 1 (*Customer Risk Scoring*) (each a **"Significant Risk"**).

3. MOTOROLA CONTRACT RISK MANAGEMENT

Risk Management Plan

3.1 Motorola shall ensure that it has a Risk Management Plan, which includes the following information as a minimum:

3.1.1 details of Motorola's Risk management strategy;

3.1.2 details of the resources Motorola proposes to utilise in order to implement the Risk management strategy;

3.1.3 details of Motorola's processes for:

(A) the identification of Contract Risks;

(B) the recording, assessment and classification of Contract Risks;

(C) the identification of Contract Risk treatment actions; and

(D) the on-going monitoring of Contract Risks.

3.2 Motorola shall, as part of the Risk Management Plan, provide details of any techniques or software tools that it uses in relation to Risk management.

3.3 Motorola shall maintain a current and up-to-date issue of the Risk Management Plan.

Contract Risk Register

3.4 Motorola shall maintain a Contract Risk Register in accordance with Schedule 6.3 (*Document Management)* and shall add new Contract Risks to the Contract Risk Register promptly as and when they are identified. Motorola shall notify the Customer of any risks with a red RAG Status as soon as is reasonably possible. The Customer shall discuss and share any risks which may impact Motorola's ability to deliver its Services as soon as is reasonably possible and in accordance with Schedule 6.1 (*Governance*).

3.5 From the Effective Date Motorola shall review the Contract Risk Register at least once every Period and provide updates as required.

3.6 Motorola shall respond to reasonable requests from the Customer from time to time to provide sufficient evidence to the Customer to justify the entries in the Contract Risk Register.

Reports and meetings

3.7 Motorola shall review the Contract Risk Register with the Customer at the Service Management Review Meeting each Period and at Contract Review Meetings each quarter in accordance with Schedule 6.1 (*Governance*). Contract Risks which require escalation from the Service Management Review shall be reviewed at the Contract Review Meeting. Contract Risks which require escalation from the Contract Review Meeting shall be considered at the Steering Committee.

3.8 As reasonably required, the Customer shall be entitled to call separate meetings from time to time to review the Contract Risk Register in detail or to focus on Significant Risks and/or Security Risks and Motorola shall make available such Motorola Personnel (including relevant Contract Risk owners) as necessary and appropriate to attend such meetings.

4. PROJECT RISK MANAGEMENT

4.1 The strategy for the management of Delivery Risks shall be set out in the relevant Project Execution Plan.

4.2 Motorola shall define the approach to the management of Delivery Risks at a Project Portfolio level in the Project Methodology.

4.3 Motorola shall report on Delivery Risks at the Project Boards and Project Portfolio Review as applicable and in accordance with Schedule 6.4 (*Project Management).*

Project Risk Register

4.4 Motorola shall ensure that the Project Risk Register provides the risk classifications described in Annex 1 (*Customer Risk Scoring*)

Project Portfolio Risk Register

4.5 For the Project Portfolio Motorola shall maintain a Project Portfolio Risk Register.

4.6 The Project Portfolio Risk Register shall record and manage all Risks to Motorola's ability and reasonable knowledge to deliver the Project Portfolio. For the avoidance of doubt, this should not repeat Delivery Risks listed in the relevant Project Risk Register but may include Risks which are increased or reduced when considered at a Project Portfolio level.

4.7 Motorola shall develop and maintain a register of all Delivery Risks associated with each Project including Delivery Risks which change in nature, likelihood or impact when considered in the context of other Delivery Risks.

4.8 Motorola shall ensure that the Project Portfolio Risk Register provides the risk classifications described in Annex 1 (*Customer Risk Scoring*).

ANNEX 1

CUSTOMER RISK SCORING

Category	Probability	Schedule Impact	Cost Impact (Project Cost = ETC)	Quality Delivery (Performance)
Very High (VH)	> 80%	>=40% on contracted schedule/milestones	[redacted]	Failure to meet acceptance criteria or impact on fixed milestone
High (H)	50% to 79%	>=30% on contracted schedule/milestones	[redacted]	Significant shortfall in meeting acceptance criteria
Medium (M)	30% to 49%	>=20% on contracted schedule/milestones	[redacted]	Shortfall in meeting acceptance criteria
Low (L)	10% to 29%	>=10% on contracted schedule/milestones	[redacted]	Failure to meet more than one minor acceptance criteria
Very Low (VL)	< 10%	<=9% on contracted schedule/milestones	[redacted]	Failure to meet a minor acceptance criteria

SECURITY RISKS

Motorola shall, as and when a Security Risk is identified, work with the Customer to categorise Security Risks as "Very High (VH)", "High (H)", "Medium (M)", "Low (L)" and "Very Low (VL (N))". In doing so Motorola shall provide information to the Customer on the potential impact to confidentiality, integrity and availability based on the following principles:

- **Loss of confidentiality:** Service and data confidentiality refers to the protection of information from unauthorised disclosure. The impact of unauthorised disclosure of Confidential Information can range from the jeopardising of national security to the disclosure of data protected under Data Protection Legislation. Unauthorised, unanticipated, or unintentional disclosure could result in loss of public confidence, embarrassment, or legal action against the organisation.
- **Loss of integrity:** Service and data integrity refers to the requirement that information be protected from improper modification. Integrity is lost if unauthorised changes are made to Customer Data or the Services by either intentional or accidental acts. If the loss of the Services or the integrity of Customer and/or LUL Data is not corrected, continued use of the contaminated Services or corrupted data could result in inaccuracy, fraud, or erroneous decisions. Also, violation of integrity may be the first step in a successful attack against availability or confidentiality. For all these reasons, loss of integrity reduces the assurance of the Services.
- **Loss of availability:** If the IT Services are unavailable, the Customer's mission may be affected. Loss of Service functionality and operational effectiveness, for example, may result in loss of productive time, thus impeding the performance of the Customer's functions in supporting the Customer's mission.

SCHEDULE 6.6

EXIT MANAGEMENT

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1. INTRODUCTION

1.1 This Schedule sets out:

1.1.1 Motorola's obligations throughout the Term to provide the Exit Information in accordance with Paragraph 2 (*Exit Information*);

1.1.2 Motorola's obligations to the Customer on request at any time during the Term to prepare for re-procurement or in-sourcing to LUL of some or all of the Customer contracted services and provided to LUL by the Customer under NTPP Prime Contract (the **"NTPP Services"**) associated discussions with potential Replacement Contractors, in accordance with Paragraph 4 (*Assistance on Re-Tendering of Services*);

1.1.3 Motorola's obligations to provide Motorola Exit Information in the event of termination which sets out Motorola's planned activities to support the orderly transition or exit of all of the Services, in accordance with Paragraph 5 (*Exit Management*);

(the activities in Paragraphs 1.1.1 to 1.1.3 together being the **"Motorola Exit Activities"**); and

1.1.4 the basis for any charges relating to the Motorola Exit Activities in Paragraph 7 (*Charges*).

2. EXIT INFORMATION

2.1 Motorola shall, throughout the Term, provide to the Customer when reasonably requested the following material and information in order to support the Parties' readiness and preparation for exiting the NTPP Services and, when required in accordance with this Contract, the exit of the Services:

2.1.1 to the extent available, details of the Services, systems and processes used in the provision of the Services;

2.1.2 provides for fully updated versions of:

(A) Schedule 8.1 (*IPR Register*), which records any Motorola Software or Third Party Software licensed to Motorola for the purposes of the delivery or receipt and use of the Services, and the associated Software Supporting Documents; and

(B) such other documentation and information as the Customer, LUL and, where the Customer is not the NTPP Prime, the NTPP Prime, shall reasonably require to support the re-tendering of the NTPP Services,

(together, the **"Exit Information"**).

3. EXIT MANAGER

3.1 The Customer shall appoint a person for the purposes of managing its obligations under this Schedule (the **"Exit Manager"**) and provide written notification of such appointment to LUL and to Motorola.

3.2 Motorola shall liaise with the Exit Manager in relation to all issues relevant to the expiry or termination or Partial Termination of this Contract and all matters connected with this Schedule and each Party's compliance with the obligations set out herein. All work performed by Motorola pursuant to this clause shall be subject to the limitation set out in Paragraph 7.1.3 (*Charges*).

4. ASSISTANCE ON RE-TENDERING OF SERVICES

4.1 Motorola acknowledges and agrees that the Customer and / or LUL (if LUL is not the Customer) may disclose the Exit Information (which may include Motorola's Confidential Information) to an actual or potential Replacement Contractor whom the disclosing party is considering appointing or engaging, only to the extent that such disclosure is strictly

necessary in connection with such appointment or engagement and subject to the actual or potential Replacement Contractor entering into written confidentiality undertakings with the Customer and / or LUL (as applicable) on materially the same terms as those set out in this Contract (except that, in relation to an actual or potential Replacement Contractor, LUL or the Customer may not under this Paragraph disclose any of Commercially Sensitive Information set save to the extent that Schedule 8.2 (*Commercially Sensitive Information*) confirms, or the Parties otherwise agree in writing, that the Exit Information may contain such information).

4.2 Motorola shall support the Customer and LUL (where LUL is not the Customer) to confirm that the supplied Exit Information is accurate and complete in all material respects.

4.3 Motorola will, where reasonably requested by the Customer, co-operate with LUL (where LUL is not the Customer) or the NTPP Prime (where the NTPP Prime is not the Customer) in respect of any re-tendering exercise, including by:

4.3.1 participating, on reasonable prior notice and during normal working hours, in meetings and/or other sessions (whether physically or remotely) with LUL and NTPP Prime and/or actual or potential Replacement Contractors for the purpose of answering questions from those actual or potential Replacement Contractors in respect of such tendering exercise;

4.3.2 ensuring, insofar as it is legally permissible to do so, that LUL or its Replacement Contractors are entitled to directly approach Motorola for the purpose of re-tendering the Services. This requirement shall be subject always to the restrictions imposed by any confidentiality agreements between affected parties;

4.3.3 if reasonably requested by LUL and the NTPP Prime, entering into a multilateral agreement with LUL or the NTPP Prime and any actual or potential Replacement Contractors in relation to Exit Management (and Motorola shall not unreasonably withhold or delay its consent to the terms of any such agreement); and

4.3.4 providing reasonable access on prior notice and during normal working hours to any, Motorola Property used in the provision of the Services (including testing facilities).

5. EXIT MANAGEMENT

5.1 The Motorola Exit Information shall, in relation to all aspects of the handover of the Services in event of termination, include details set out in Annex 1 (*Exit Information*) as a minimum.

5.2 Motorola shall submit the Motorola Exit Information to the Customer no less than 20 Business Days before either termination or expiry of this Contract.

5.3 All work performed by Motorola in compliance with this clause shall be chargeable in accordance with Paragraphs 7.1 (*Charges*) and 7.2 (*Charges*).

6. EXIT ACTIVITIES

Exit Periods

6.1 Each Exit Period shall:

6.1.1 begin on the earlier of:

(A) the date on which the Contract is terminated in accordance with its terms;

(B) the date which is twelve (12) months prior to expiry of the Contract; and

(C) the date of the NTPP Prime's receipt of a termination notice from the Customer,

unless otherwise confirmed in writing by the Customer, and

6.1.2 end when the Customer confirms in writing to Motorola that it has ended or the Expected End Date, whichever is earlier.

6.2 Throughout each Exit Period, or such shorter period as the Customer may require, Motorola shall:

6.2.1 continue to provide the Services as applicable (to the extent that they have not been novated to a Replacement Contractor) in accordance with this Contract including

6.2.2 notify the Sub-contractors of any procedures which it is aware must be followed during that Exit Period and provide management to ensure these procedures are followed to the extent applicable; and

6.2.3 with respect to work in progress (including Variations), support the Customer to ensure that, as at the end of that Exit Period, there is continuity of the services / variation during transition to the Replacement Contractor (and where applicable agree an appropriate Variation to make any changes necessary to the work being provided by Motorola).

6.3 Motorola shall, during the Exit Period:

6.3.1 co-operate with and provide to LUL and/or its Replacement Contractor any reasonable assistance and co-operation requested by the Customer, LUL (where the Customer is not LUL) and / or the NTPP Prime; and

6.3.2 agree a handover plan with the Customer and LUL (where LUL is not the Customer) and work with the Customer, LUL and the NTPP Prime and/or a Replacement Contractor to deliver that handover plan to ensure a timely and orderly transfer of the Services.

Termination obligations

6.4 On the Expiry Date and (to the extent that this does not adversely affect Motorola's performance of any Services and its compliance with the other provisions of this Contract) to the maximum extent possible during each Exit Period prior to such date, Motorola shall:

6.4.1 return to the Customer or the NTPP Prime (if the NTPP Prime is not the Customer) such of the following as is in Motorola's possession or control:

(A) all copies of the NTPP Prime's Software and any other Software licensed by NTPP Prime to Motorola under this Contract;

(B) all materials in which the NTPP Prime's IPR subsist, reside or are embodied, including hardware, Software, systems, Documents, processes, procedures or methods; and

(C) any items that have been on-charged by Motorola to NTPP Prime, such as consumables; and

6.4.2 vacate any NTPP Prime Sites.

6.5 On the Expiry Date and (to the extent that this does not adversely affect Motorola's performance of any Services and its compliance with the other provisions of this Schedule) to the maximum extent possible during each Exit Period prior to such date, Motorola shall return to the NTPP Prime (or if requested by the NTPP Prime in writing, destroy or delete) all Confidential Information of the NTPP Prime and shall certify that it does not retain the NTPP Prime's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by Motorola for the purposes of providing any Services or for statutory compliance purposes.

6.6 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the NTPP Prime to Motorola in relation to the Services shall be terminated with effect from the end of the Expiry Date.

7. CHARGES

7.1 Without prejudice to the Customer's other rights and remedies under this Contract or at Law, Motorola shall at its own cost bear (and shall not charge the Customer in respect of):

7.1.1 costs incurred by Motorola in the support of reasonable requests from the Customer or LUL (where LUL is not the Customer) to maintain the contract data during the term of the contract providing such Information is in Motorola's possession and easily retrievable (or which should be in Motorola's possession in order to comply with its obligations under the Contract);

7.1.2 the provision (or destruction) of Data or other deliverables which Motorola is required to create or maintain in the course of providing the relevant Services during the Term; and

7.1.3 the provision of any of the Motorola Exit Activities which can be completed using the resources covered by the existing Charges, which shall at all times be limited to two (2) man days per Replacement Contractor.

Motorola shall not be entitled to charge the Customer for the costs incurred in respect of Section 1.1.2 of Annex 1 (*Exit Information*), unless this is over and above (i) the course of Motorola's usual business dealings; and (ii) the extent to which this information is already to be provided in accordance with the Contract.

7.2 Motorola shall be entitled to charge, and the Customer agrees to pay, charges in relation to Motorola Exit Activities beyond those set out in Paragraph 7.1 on a time and materials basis.

7.3 In relation to Motorola's activities pursuant to this Schedule, Motorola shall use its best endeavours to use existing Motorola Personnel and shall only be entitled to claim any additional Charges to the extent that it can demonstrate to the Customer and LUL (where the Customer is not LUL) that such activities are valid, in which event the Project Charges for such Contractor assistance shall be determined in accordance with the Variation Procedure.

7.4 During an Exit Period, the Customer shall pay the Service Charges to Motorola in respect of the Services which are being exited until such time as:

7.4.1 such Services are transferred to the Replacement Contractor; or

7.4.2 the Customer and LUL (where LUL is not the Customer) confirm in writing that such Services are no longer required by the Customer.

ANNEX 1

EXIT INFORMATION

1.1 The Motorola Exit Information shall consist of all information reasonably required from Motorola to assist the Customer, a Replacement Contractor or LUL in developing the following:

1.1.1 service management activities, processes, products, and associated interfaces to ensure service continuity;

1.1.2 the processes required to support Exit Management of the Services;

1.1.3 if applicable details regarding the transfer of the relevant Motorola Personnel, as required by the Employment Regulations, and information regarding Motorola Personnel who are engaged in the performance of Motorola's obligations under this Contract);

1.1.4 access to training, testing, and other facilities and the reference system/services used by Motorola which are relevant to the provision of the Services;

1.1.5 detail all in-flight project activities that Motorola is active in delivering; and

1.1.6 detail all in-flight Variations that Motorola is active in delivering.

1.2 In relation to Sections 1.1.1 and 1.1.4 in this Annex 1, to the extent that such Motorola Exit Information provided by Motorola is information which Motorola has not previously provided the NTPP Prime and Motorola is not otherwise obliged to provide such information the NTPP Prime pursuant to this Contract, then if the NTPP Prime reasonably considers that any such information is Commercially Sensitive Information the Parties shall consult with each other (each acting reasonably) in relation to whether any associated additional items should be added to the table in Paragraph 2 of Schedule 8.2 (*Commercially Sensitive Information*).

1.3 Motorola acknowledges that:

1.3.1 the information provision requirements in Section 1.1.2 of this are enduring requirements throughout the Term of the Contract; and

1.3.2 the Customer and LUL (where the Customer is not LUL) can disclose such information to potential Replacement Contractor (provided that such potential Replacement Contractors have entered into confidentiality agreements with the Customer or LUL (where the Customer is not LUL) which are no less onerous than those contained in this Contract), except where Motorola has notified the Customer or LUL that the Motorola Exit Information shall be considered Commercially Sensitive Information, in which case such information may not be disclosed to a Replacement Contractor where such a Replacement Contractor is a Direct Competitor.

SCHEDULE 6.7

TRAINING

1. INTRODUCTION

1.1 The purpose of this Schedule is to set out:

1.1.1 in Part A (*Customer Training*), the training requirements applicable to Motorola Personnel working on the Underground Network; and

1.1.2 in Part B (*Motorola Training*), the LUL training requirements to be provided by Motorola to allow it (and Other Service Providers) to understand how to use and operate the elements of the System which are within the scope of the Services.

PART A

CUSTOMER TRAINING

2. CUSTOMER TRAINING

2.1 The Customer shall:

2.1.1 book applicable courses for Motorola personnel via the LUL online portal;

2.1.2 provide details of LUL safety training requirements applicable to Motorola Personnel working on the Underground Network;

2.1.3 advise Motorola of the results obtained by each individual on completion of training, together with any recommendations regarding re-assessment or additional training in the event of failure to achieve the required standards;

2.1.4 arrange the appropriate certification and/or licensing of the subject, task or individuals; and

2.1.5 provide revised training whenever training courses are updated or replaced by LUL.

2.2 Motorola shall supply details of its safety training requirements in a training plan, which Motorola shall produce at least three (3) months in advance of when the training is required and which shall include the details listed below:

2.2.1 identify training required by Motorola Personnel to permit safe and effective working;

2.2.2 supply full details of Motorola requiring training for the purposes of this Contract; and

2.2.3 dates (agreed by the Customer acting reasonably) for the training.

2.3 The Customer shall arrange training for Motorola from the Contract Date in accordance with the training plan set out at Paragraph 2.22.2 at no charge to Motorola to a maximum annual number for each training course as listed in Appendix 1 to this **Error! Reference source not found.** (***Error! Reference source not found.***).

2.4 If Motorola requests additional training courses above the maximum number listed in Appendix 1 Motorola shall supply the Customer with detailed reasons as to why such additional courses are required. The Customer shall consider Motorola's reasons for such additional training courses and reserves the right to charge the Customer's reasonable costs of providing such additional training.

2.5 Subject to Paragraph 2.6, if Motorola wishes to cancel any training course booked by the Customer then it shall give the Customer ten (10) Business Days prior written notice.

2.6 If Motorola gives the Customer less than ten (10) Business Days but no more than two (2) Business Days prior written notice of cancellation, Motorola may provide the Customer with details in writing of an alternative course attendee and the Customer shall use reasonable endeavours to facilitate such change.

2.7 If Motorola does not give prior written notice in accordance with Paragraphs 2.6 and 2.7, Motorola shall pay the cost of the course or the cancellation shall be counted as a course attended up to the maximum listed in Appendix 1 to this Schedule.

PART B

MOTOROLA TRAINING

1. DEVELOPMENT OF TRAINING PLAN

Motorola shall prepare, review and, if necessary, update, as reasonably required by the Customer or LUL (if LUL is not the Customer) [and in any event no less than once every twelve (12) months], a training plan to ensure that all Customer Employees (and LUL Employees, where appropriate) receive all necessary training to support the delivery of the Services (the "**Training Plan**"), in line with the requirements of this Part B of this **Error! Reference source not found.**.

2. CONNECT TRAINING

Motorola shall offer a wide variety of training courses as set out in Appendix 2 and provide any such courses to the Customer or LUL (if LUL is not the Customer) and / or any NTPP Procurement Bidders. The courses available shall generally align with the example scope detailed in Appendix 1.

3. SUA UPGRADE TRAINING

Following each major upgrade done as part of the SUA, Motorola will provide a training course, explaining the difference between the current build and the build being upgraded to, on the following basis:

3.1.1 attendees shall be limited to ten (10) people per course;

3.1.2 the Customer shall bear its own expenses for course attendance;

3.1.3 training will be performed at a Motorola facility;

3.1.4 Motorola will provide generic equipment for training purposes; and

3.1.5 the Customer shall not record any class presentations.

This type of course shall generally align with the example scope outlined in Appendix 3.

4. TRAINING PLAN PRINCIPLES

4.1 The Customer or LUL may request Motorola Training from time to time in accordance with the Variation Procedure.

4.2 If required by the Customer and/or LUL, Motorola Training will contain health and safety training specific to the equipment for which the training is being provided.

4.3 Motorola shall provide the Customer and/or LUL with suitable training materials applicable to the training type and Service area, in electronic form unless otherwise agreed between by Parties.

4.4 Motorola will maintain a library of all training materials and specifications used in the delivery of Motorola Training, and a record of which individuals have been issued with copies of the training materials.

APPENDIX 1

TRAINING PLAN

1. **LUL TRAINING**

Course	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4
Equipment Room Awareness	20	5	20	5
Industry Common Induction and LU Endorsement	20	5	20	5

1.1 **MOTOROLA TRAINING**

[The agreed training to be provided by Motorola shall include the following training:]

1.1.1 X Core Training Courses

Course Title	Instructor Led Days	Qty
X Core System Overview Course	3	1
X Core Configuration & Administration Workshop	4	1
X Core Fault Management Workshop	3	2
X Core Performance Workshop	3	1
X Core Troubleshooting & Maintenance Workshop	5	2

1.1.2 DCS Training Courses

Course Title	Instructor Led Days	Qty
DCS Dispatch Console Administrator Training	1	1
DCS Install, Config, Troubleshooting & Maintenance Course	3	1

APPENDIX 2

SAMPLE CONNECT TRAINING

1. DMT9400 -- DIMETRA X CORE D9.4 SYSTEM OVERVIEW

Course Overview

This course provides an overview of the features and functions of a DIMETRA™ X Core D9.4 system. The course includes descriptions of the various call types and system hardware functionality. The applications overview describes the purpose of the software used to manage and administer the system.

Objectives

At the end of this course, you will be able to:

- Describe DIMETRA X Core features and their benefits.
- Describe DIMETRA X Core single zone system components and their functionality.
- Describe the purpose and function of the DIMETRA X Core Network Management applications.
- Describe DIMETRA X Core multi-zone system components and their functionality.
- Describe how different types of calls are processed through a DIMETRA X Core system.
- Describe Inter-System Interface architecture and functionality.

Target Audience

Individuals who need an overview of the DIMETRA X Core system functionality and features.

Requisite Knowledge

None

Course duration

3 days' classroom training

2. DMT9401 -- DIMETRA X CORE D9.4 CONFIGURATION AND ADMINISTRATION

Course Overview

During this workshop, delegates will use configuration and administration applications to manage a DIMETRA™ X Core system as they would on a daily basis. The delegates will perform configuration setup procedures for the more popular features and functions as well as common administration tasks, based on real business scenarios.

Objectives

By the end of the course, you will be able to:

- Describe the purpose of configuration management and server administration within your DIMETRA X Core system.
- Describe fleet mapping and home zone map functions.
- Perform configuration procedures using User Configuration Manager (UCM).
- Perform configuration procedures using Zone Configuration Manager (ZCM).
- Perform configuration procedures using Radio Control Manager (RCM).
- Perform server database administration tasks.

Target Audience

System managers responsible for the configuration and administration of a DIMETRA X Core system.

Requisite Knowledge

Completion of the following course or equivalent experience:

DMT9400 DIMETRA X Core D9.4 System Overview

Course duration

4 days' classroom training

3. **DMT9402 DIMETRA X CORE D9.4 FAULT MANAGEMENT**

Course Overview

The workshop will allow delegates to use applications to identify faults on systems components using a live DIMETRA X Core system and within the context of business scenarios.

Objectives

By the end of the course, the student will be able to:

- Define the role of Fault Management within Network Management.
- Define the role of each of the applications used within Fault Management.
- Use the following applications to facilitate Fault Management:
- Unified Event Manager (UEM)
- Transport Network Device Manager (TNDM)
- Zone Configuration Manager (ZCM)
- System Health Application Suite (SHAS)
- Perform backup and restore tasks using the Enhanced Software Update (ESU).

Target Audience

System operations staff and field engineers who perform fault management tasks on a DIMETRA X Core system.

Requisite Knowledge

Completion of the following course or equivalent experience:

DMT9400 DIMETRA X Core D9.4 System Overview

Course duration

3 days' classroom training

4. **DMT9404 DIMETRA X CORE D9.4 TROUBLESHOOTING AND MAINTENANCE**

Course Overview

During this workshop, delegates will troubleshoot and maintain a live DIMETRA™ X Core system using business scenarios, troubleshooting procedures, and diagnostic applications. Delegates will also perform complex FRU/FRE procedures to resolve hardware faults.

Objectives

By the end of the course, the student will be able to:

- Describe the troubleshooting process and fault management approach to maintain the DIMETRA X Core system.
- Describe the architecture and hardware components of the following subsystems:
- Common Server Platform

- Call Processing Subsystem
- Network Management Subsystem
- Telephone Interconnect Subsystem
- Data Subsystem
- Network Transport Subsystem
- Perform maintenance and troubleshooting procedures on the DIMETRA X Core system.
- Perform backup and restoration procedures on the related application server.
- Replace and reconfigure faulty Field Replaceable Units (FRUs) and Field Replaceable Equipment/Entities (FREs) within a DIMETRA X Core system.

Target Audience

System and Field Engineers who troubleshoot and maintain a DIMETRA X Core system.

Requisite Knowledge

Completion of the following course(s) or equivalent experience:

DMT9400 DIMETRA X Core D9.4 System Overview

Course duration

5 days' classroom training

5. PRICE PER USER PER COURSE

Price per user per course:

#	Course description	Price per user (£)
1.	DMT9400 -- DIMETRA X Core D9.4 System Overview	[redacted]
2.	DMT9401 -- DIMETRA X Core D9.4 Configuration and Administration	
3.	DMT9402 – DIMETRA X Core D9.4 Fault Management	
4.	DMT9404 -- DIMETRA X Core D9.4 Troubleshooting and Maintenance	

APPENDIX 3

SAMPLE SUA TRAINING COURSE

DIMETRA X Core Lifecycle Management Delta Training

DMT1099

Course Overview and Objectives

This course provides a detailed differences overview (DELTA) with extended hands-on demo of the features and functions of a DIMETRA X Core D9.4 system in comparison with DIMETRA™ DIMETRA™ X Core 9.1 system.

The course focusing on discussing the descriptions and the purposes of various new system hardware and software applications functionality that been used to manage and administer the system.

During this training, delegates will be presented with a demo on new applications and software tools to manage the DIMETRA X Core D9.4 system.

After completing this course, the participant will be able to:

- Describe DIMETRA X Core D9.4 new features and their benefits.
- Describe DIMETRA X Core D9.4 new system components and their functionality.
- Describe the DIMETRA X Core new antivirus protection
- Describe the importance of Domain Controller implementation part of Network Security Enhancement.

Target Audience

System Engineers, MSO Engineers, System Administrators and Field Engineers who responsible for configuration and administration, managing fault, maintenance & troubleshooting of a DIMETRA X Core D9.4 system.

Requisite knowledge

Completion of the following courses or equivalent experience:

- Completed DIMETRA X Core D9.1 System training curriculum

  OR

- Experienced in maintaining the earlier releases of DIMETRA System (Core MSO, MTS Sites and

MCC7500 Dispatch Console) with minimum of 3 years.

Delivery Method: Live training

Duration: 2 days

Courses modules:

- Features and Functions
- Hardware/Software and Architecture Changes
- Network Security and Information Assurance
- Redundancy and Resilience
- Course Review

SCHEDULE 7[HIDDEN FOR NUMBERING PURPOSES]

SCHEDULE 7.1

NOT USED

SCHEDULE 7.2

SUBCONTRACTORS

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1. **INTRODUCTION**

1.1 In accordance with Clause 22 (*Sub-contracting and Personnel*), Motorola is entitled to sub-contract certain obligations under this Contract to the Sub-contractors listed in the table in Paragraph 2 (*Sub-Contractors*).

1.2 Motorola shall update this Schedule from time to time upon receiving:

1.2.1 the Customer's consent to appoint a new Sub-contractor, or to vary the scope of a Sub-contractor's appointment, under Clause 22 (*Sub-contracting and Personnel*); or

1.2.2 any updated version as may be required to perform the Exit Activities,

any such updates shall be considered and implemented in accordance with the Variation Procedure set out in Schedule 5.1 (*Variation Procedure*).

2. **SUB-CONTRACTORS**

[redacted]

SCHEDULE 8.1

IPR REGISTER

1. INTRODUCTION

1.1 The purpose of this document is to identify ownership and usage of Intellectual Property Rights (IPR) used in the deployment of the Radio System by Motorola.

1.2 Motorola is required to keep this Schedule up-to-date in accordance with Clause 25 (*Intellectual Property Rights*) and Paragraph 2.1 of Schedule 6.6 (*Exit Management*).

1.3 The Motorola Tetra compliant Radio System, designed, manufactured and deployed as part of PN00083.2 is centred around Motorola hardware and software technology utilising third party OEM equipment. It further involves third party special-to-task equipment to achieve the required range of features, functionality and performance required of the system. Intellectual Property rights remain vested with Motorola and/or the supplying company as appropriate.

1.4 Motorola provides a perpetual, royalty free IPR licence strictly in accordance with Clause 25 (*Intellectual Property Rights*) of the Contract as illustrated in the accompanying table (the IPR Register). The IPR Register will be updated to reflect any material changes to the IPR and in accordance with Clause 28 (*IPR Indemnity*) of the Contract.

1.5 Nothing in this Schedule 8.1 (*IPR Register*) shall effect the granting or transfer of rights or benefits to LUL by any legacy contractor pursuant to any legacy contract and the associated terms in any legacy sub-contract.

SCHEDULE 8.2

COMMERCIALLY SENSITIVE INFORMATION

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1. INTRODUCTION

1.1 This Schedule sets out a description of the Commercially Sensitive Information of the Contractor, in respect of which the Customer is subject to the obligations described in Clause 34 (*Publicity and Confidentiality*).

1.2 The Parties agree that, during the period from the Effective Date until the date which is ten (10) Business Days after the Effective Date, they shall consult with each other (each acting reasonably) in relation to whether any additional items should be added to the table in Paragraph 2 below. As at the Effective Date, the Contractor wishes to discuss with LUL the extent (if any) to which there is Commercially Sensitive Information in any of the following:

1.2.1 any monetary value; any period of time expressed including dates; any percentage values and any nominal values, included in the Agreement Terms and Conditions and all schedules which are not expressly identified in the table below;

1.2.2 Clauses 4.7 (*Continuing Obligation to Provide the Services*), 7.7 (*Disruption Losses*), 7.8 (*No Double Recovery*), 21 (*TUPE and Employees*), 22 (*Sub-contracting and Personnel*), 25 (*Intellectual Property Rights*), 26 (*Licences Granted by Motorola*), 28 (*IPR Indemnity*), 30 (*Escrow*), and 53.6 (*Prevention of Fraud and Bribery*);

1.2.3 the MTBF rates listed in Appendix C (*MTBF List*) of Schedule 2.2 (*Performance Management*);

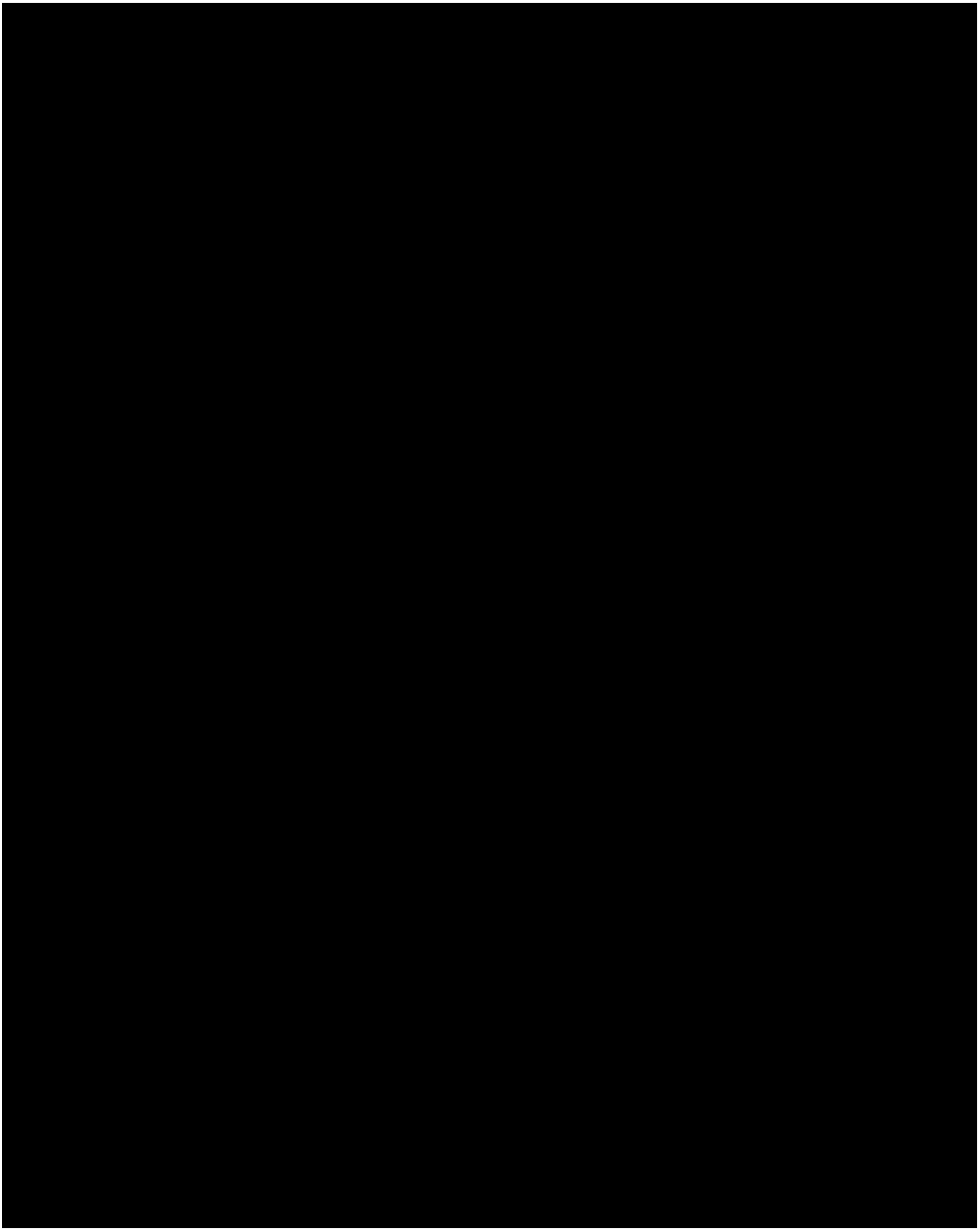
1.2.4 the Legacy Support set out in in Schedule 2.9 (*Service Management*); and

1.2.5 the column with the heading ‘SUA’ of Table 1 to Schedule 2.9 (*Service Management*).

1.3 If the Parties agree that any other items are to be added to the table in Paragraph 2 below, they shall update this Schedule 8.2 to reflect such additional items (and delete Paragraph 1.2 and this Paragraph 1.3). If no such update is agreed on or before the date which is twenty (20) Business Days after the Effective Date, the Parties shall be deemed to have agreed that table in Paragraph 2 below is accurate as at the Effective Date.

2. COMMERCIALLY SENSITIVE INFORMATION

[redacted]



SCHEDULE 8.3

DETAILS OF PROCESSING PERSONAL DATA

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1. **INTRODUCTION**

The purpose of this Schedule is to set out a description of the processing of Personal Data pursuant to the Contract as required by Article 28(3) of the General Data Protection Regulation.

2. **SUBJECT MATTER AND DURATION OF THE PROCESSING OF PERSONAL DATA**

The subject matter and duration of the processing of the Personal Data are set out in the terms and conditions of the Contract.

3. **THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA**

The nature and purpose of the processing of the Personal Data are set out in the terms and conditions of the Contract.

4. **THE CATEGORIES OF DATA SUBJECT TO WHOM THE PERSONAL DATA RELATES**

The categories of Data Subject may include some or all of the following:

(a) permanent or temporary employees of the Customer; and,

(b) where LUL is not the Customer, permanent or temporary employees of LUL;

(c) permanent or temporary employees of Motorola;

(d) authorised third party contractors or service providers engaged by the Customer and LUL; and

(e) customers of the Customer or members of the public.

5. **THE TYPES OF PERSONAL DATA TO BE PROCESSED**

The Personal Data processed may include some or all of the following:

(a) voice recordings;

(b) names;

(c) employee email addresses / telephone numbers;

(d) job title/role;

(e) system log on identifiers;

(f) employee numbers;

(g) location data (for example place of work); and

(h) descriptions of incidents, events or other information that might relate to identifiable individuals.

6. **SPECIAL CATEGORIES OF PERSONAL DATA TO BE PROCESSED**

Special Categories of Personal Data processed may include some or all of the following:

(a) physical or mental health; and

(b) information about a criminal offence or allegation of a criminal offence.

7. **THE OBLIGATIONS AND RIGHTS OF THE CUSTOMER**

The obligations and rights of the Customer are set out in the terms and conditions of this Contract.

SCHEDULE 9

DEED OF NOVATION

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THIS DEED OF NOVATION is made on [●] 20[●]

BETWEEN:

(1) **MOTOROLA SOLUTIONS UK LIMITED** a company registered under the laws in England and Wales (with registered number 0912182) whose registered office is at Nova South, 160 Victoria Street, London SW1E 5LB (**"Motorola"**);

(2) **LONDON UNDERGROUND LIMITED**, a company registered under the laws in England and Wales (with registered number 01900907) whose registered office is at 5 Endeavour Square, London, United Kingdom, E20 1JN (the **"Customer"**); and

(3) **[●]**, a company registered in England and Wales under company number [•] whose registered office is at [●] (the **"New Contractor"**),

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

INTRODUCTION

(A) The Customer and Motorola entered into a sub-contract for the provision of works and Services relating to DIMETRA for the Networks and Telecommunications Procurement Project dated [●] 20[●] (the **"Contract"**)

(B) The Parties have agreed that, on and from the date of this Deed of Novation (the **"Novation Date"**), that all rights, interests, benefits, obligations and liabilities of the Customer under the Contract shall be assumed by the New Contractor, subject to the terms and conditions set out herein.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed of Novation, unless the context otherwise requires:

1.1.1 the singular includes the plural and vice versa;

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

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

1.1.4 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time;

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

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

1.1.7 the headings are for ease of reference only and shall not affect the interpretation or construction of this Deed of Novation;

1.1.8 references to Clauses are references to the clauses of this Deed of Novation; and

1.1.9 references to this Deed of Novation are references to this Deed of Novation as amended from time to time.

2. **NOVATION**

With effect from the Novation Date, the New Contractor shall be deemed to have substituted the Customer in the Contract and the Contract shall be deemed to have been entered into, and shall subsist, between the New Contractor and Motorola. Consequently, on and commencing from the Novation Date, the Customer shall cease to be party to the

Contract, and any reference to the Customer in the Contract shall be construed as a reference to the New Contractor.

3. RELEASE AND DISCHARGE

3.1 From the Novation Date neither Motorola nor the Customer shall have any further obligation to the other to perform or comply with the Contract and the Contract, as between them, shall be discharged.

3.2 Clause 3.1 shall not operate to discharge, affect, prejudice or diminish any liability arising prior to the Novation Date and owed by either Motorola or the Customer to the other under, or in connection with, the Contract, including without limitation liability for:

3.2.1 payment of money;

3.2.2 failure to perform or comply with the Contract;

3.2.3 breach of contract; and

3.2.4 negligence or fraud,

irrespective of whether the existence or extent of any such liability was, or could have been, known to any Party on or prior to the date hereof.

4. OBLIGATIONS, LIABILITIES AND BENEFITS

4.1 From the Novation Date, the New Contractor and Motorola shall perform and comply with their respective obligations under the Contract. Subject to Clauses 3.2 and 4.2, the New Contractor agrees to be bound by the terms of the Contract and to perform the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Customer.

4.2 The New Contractor shall not assume and shall not be obliged to discharge any liabilities of the Customer under, or in connection with, the Contract which arose prior to the Novation Date, including without limitation for:

4.2.1 payment of money;

4.2.2 failure to perform or comply with the Contract;

4.2.3 breach of contract; and

4.2.4 negligence or fraud.

4.3 Motorola shall not assume and shall not be obliged to discharge in favour of the New Contractor any liabilities owed to the Customer under, or in connection with, the Contract which arose prior to the Novation Date, including without limitation for:

4.3.1 payment of money;

4.3.2 failure to perform or comply with the Contract;

4.3.3 breach of contract; and

4.3.4 negligence or fraud.

4.4 Subject to the express provisions of this Deed of Novation, the New Contractor shall, under the Contract, enjoy the same rights and benefits that the Customer had enjoyed under the Contract immediately prior to the Novation Date.

5. MATTERS ANCILLARY TO NOVATION

5.1 For the purposes of this Deed of Novation only, the Parties acknowledge that any and all provisions of the Contract expressed to take effect on termination shall not apply by reason of this novation.

5.2 Motorola and the Customer confirm and acknowledge to the New Contractor that the New Contractor shall not be required to pay any greater amount nor assume any greater liability under, or in connection with, the Contract by reason of this Deed of Novation than would have been applicable to the Customer had no such novation been effected.

5.3 The Customer shall indemnify and keep indemnified the New Contractor from and against all liabilities, costs, expenses, claims, demands, proceedings, damages and losses which the New Contractor may suffer or incur as a result of the failure of the Customer to perform or satisfy its obligations under the Contract prior to the Novation Date.

6. REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants, severally and not jointly or jointly and severally, to the other Parties as follows:

6.1 such Party has the full power and authority to enter into, execute and deliver this Deed of Novation and to perform the transactions contemplated hereby and that such Party is duly incorporated or organised with limited liability and existing under the laws of the jurisdiction of its incorporation or organisation;

6.2 the execution and delivery by such Party of this Deed of Novation and the performance by such Party of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action of such Party;

6.3 assuming the due authorisation, execution and delivery hereof by the other Parties, this Deed of Novation constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally; and

6.4 the execution, delivery and performance of this Deed of Novation by such Party and the consummation of the transactions contemplated hereby will not: (i) violate any provision of the organisational or governance documents of such Party; (ii) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any governmental authority in such Party's country of organisation or any other Person pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound; (iv) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses; or (v) violate any law or regulation of such Party's country of organisation or any other country in which it maintains its registered/principal office.

7. NOTICES

7.1 The address and contact details for New Contractor for the purposes of this Deed of Novation are as follows:

New Contractor

Attention: [●]

Email: [●]

Address: [●]

7.2 Subject to the above modification/addition in respect of the address for notices, the provisions of Clause 57 (*Notices and Invoices*) of the Contract shall be deemed to have been incorporated herein by reference.

8. MISCELLANEOUS

8.1 This Deed of Novation shall be effective on and from the Novation Date.

8.2 This Deed of Novation shall be coterminous with the Contract.

8.3 This Deed of Novation shall form an integral part of the Contract and shall be read along with the Contract. All references in the Contract to the Contract shall include the reference to this Deed of Novation, wherever the context so requires. Further, reference to the

Contract in any other documents shall include reference to the Contract as amended by this Deed of Novation.

8.4 This Deed of Novation shall modify the agreement and the understanding set out in the Contract, as applicable, only to the limited extent set out herein. Except as specifically and expressly amended by this Deed of Novation, all other provisions of the Contract shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties.

8.5 In the event of conflict between the terms of this Deed of Novation and the provisions of the Contract, the provisions of this Deed of Novation shall prevail in relation to the matters set out herein.

8.6 The following provisions of the Contract are deemed to be incorporated into this Deed of Novation and shall apply mutatis mutandis to the understanding set out in this Deed of Novation: Clauses 20 (*Dispute Resolution*), 34 (*Publicity and Confidentiality*), 56 (*Governing Law*), 61 (*Entire Agreement*) and 62 (*Third Party Rights*) of the Contract.

8.7 The Parties shall perform, execute and deliver such further acts and documents as may be required by law or reasonably requested by each other to implement the purpose of and to perfect this Deed of Novation.

8.8 References in this Deed of Novation to a Party shall, unless the context otherwise requires, be deemed to include that Party's successors and permitted assigns.

8.9 This Deed of Novation may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Deed of Novation on the day and year written above.

[Insert signature blocks]

SCHEDULE 10

MOTOROLA PARENT COMPANY GUARANTEE

SCHEDULE 11

FORM OF ESCROW AGREEMENT

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ESCROW AGREEMENT DATED

BETWEEN:

(1) **[OWNERNAME]** whose registered office is at [Owneraddress] (CRN: [Ownercrn]) (**"Owner"**);

(2) **[LICENSEENAME]** whose registered office is at [Licenseeaddress] (CRN: [Licenseecrn]) (**"Licensee"**); and

(3) **NCC GROUP ESCROW LIMITED** a company registered in England whose registered office is at Manchester Technology Centre, Oxford Road, Manchester, M1 7EF, England (CRN: 3081952) (**"NCC Group"**).

BACKGROUND:

(A) The Licensee has been granted a licence to use the Package which comprises computer programs.

(B) Certain technical information and/or documentation relating to the software package is the confidential information and intellectual property of the Owner and/or a third party.

(C) The Owner acknowledges that in certain circumstances, such information and/or documentation would be required by the Licensee in order for it to continue to exercise its rights under the Licence Agreement.

(D) The parties therefore agree that such information and/or documentation should be placed with a trusted third party, NCC Group, so that such information and/or documentation can be released to the Licensee should certain circumstances arise.

AGREEMENT:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following terms shall have the following meanings:

"Agreement" means the terms and conditions of this escrow agreement set out below, including the schedules hereto.

"Assignee" shall have the meaning given to it in Clause 6.1.6.

"Business Day" means a day on which banks in England and Wales are open for a full range of banking transactions.

"Confidential Information" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party together with all other information of any party which may reasonably be regarded as confidential information.

"Deposit Refresh" means NCC Group's deposit refresh service which ensures that the integrity of the media is maintained.

"Independent Expert" means a suitably qualified and independent solicitor or barrister.

"Intellectual Property Rights" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with ail registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licences of or in respect of such rights.

"Licence Agreement" means the agreement under which the Licensee was granted a licence to use the Package.

"Material" means the Source Code of the Package and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with Clause 2 of this Agreement.

"Media Check" means the tests and processes forming NCC Group's Media Check service, in so far as they can be applied to the Material.

"Medium" means the media upon which the deposited Material is stored.

"Order Form" means the order form setting out the details of the order placed with NCC Group for setting up this Agreement.

"Package" means the software package detailed in Schedule 1 (*The Package*) together with any updates and upgrades thereto and new versions thereof licensed to the Licensee under the Licence Agreement.

"Release Purposes" means the purposes of understanding, maintaining, modifying and correcting the Package exclusively on LUL's behalf in connection with the license scope set out in the Licence Agreement to support the continuity of services.

"Source Code" means the computer programming code of the Package in human readable form.

"Tax" means any tax, levy, impost, duty, charge or fee, or penalty or interest thereon.

"Third Party Material" means Source Code which is not the confidential information and intellectual property of the Owner or the Licensee.

"Verification" means the tests and processes forming NCC Group's verification services for verifying and/or testing the Material which include Entry Level Verification, Entry Level Secure Verification, Independent Build Verification, Independent Secure Build Verification, User Assured Verification, Secure User Assured Verification, Security Vulnerability Scan, Data Extract Verification and Deposit Review (in so far as they can be applied to the Material) and/or such other tests and processes as may be agreed between the parties.

"Virtual Machine Deposit" means a deposit of the Material in a virtual machine format.

1.2 This Agreement shall be interpreted in accordance with the following:

1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;

1.2.2 all references to clauses and schedules are references to clauses and schedules of this Agreement;

1.2.3 all references to a party or parties are references to a party or parties to this Agreement; and

1.2.4 any reference to any statute, statutory provision or subordinate legislation shall be interpreted as referring to such legislation as amended and in force from time to time and/or which replaces, re-enacts or consolidates such legislation.

2. OWNER'S DUTIES AND WARRANTIES

2.1 The Owner shall:

2.1.1 deliver a copy of the Material to NCC Group each time that the Owner is required to do so under the terms of the Licence Agreement;

2.1.2 after any Verification either deliver a copy of the Material that has been verified to NCC Group within 14 days of the Verification or, with NCC Group's consent, provide a copy of the same to the consultant undertaking such Verification on behalf of NCC Group in each case so that it can be deposited;

2.1.3 ensure that each copy of the Material deposited with NCC Group comprises the Source Code of the latest version of the Package used by the Licensee;

2.1.4 deliver with each deposit of the Material the following information:

(A) details of the deposit including the full name of the Package (i.e. the original name as set out under Schedule 1 (*The Package*) together with any new names given to the Package by the Owner), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and

(B) password/encryption details required to access the Material;

2.1.5 deliver with each deposit of the Material the following technical information (where applicable):

(A) documentation describing the procedures for building, compiling and installing the software, including names and versions of the development tools;

(B) software design information (e.g. module names and functionality); and

(C) name and contact details of employees with knowledge of how to maintain and support the Material; and

2.1.6 if requested in writing by the Licensee, deposit a backup copy of the object code of any third party software package required to access, install, build or compile or otherwise use the Source Code contained in the Material.

2.2 The Owner warrants to both NCC Group and the Licensee at the time of each deposit of the Material with NCC Group that:

2.2.1 other than any third party object code referred to in Clause 2.1.6 or any Third Party Material, it owns the Intellectual Property Rights in the Material;

2.2.2 in respect of any Third Party Material, it has been granted valid and ongoing rights under licence by the third party owner(s) thereof to deal with such Third Party Material in the manner anticipated under this Agreement and that the Owner has the express authority of such third party owner(s) to deposit the Third Party Material under this Agreement as evidenced by a signed letter of authorisation in the form required by NCC Group;

2.2.3 the Material deposited under Clause 2.1 contains all information in human-readable form (except for any third party object code deposited pursuant to Clause 2.1.6) and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Package; and

2.2.4 in respect of any third party object code that the Owner, at its option, or, at the request of the Licensee, deposits with NCC Group in conjunction with the Material pursuant to Clause 2.1.6, it has the full right and authority to do so.

2.3 The Owner agrees and confirms that each time it makes a physical deposit of Material under this Agreement it transfers ownership of the Medium on which the Material is stored to NCC Group.

2.4 The Owner agrees that each time it makes an electronic deposit of Material under this Agreement and NCC Group downloads that Material on to a Medium, NCC Group shall own the Medium on which the Material is stored.

3. LICENSEE'S RESPONSIBILITIES AND UNDERTAKINGS

3.1 The Licensee shall notify NCC Group of any requirement under the Licence Agreement to provide a replacement deposit of the Material.

3.2 In the event that the Material is released under Clause 6, the Licensee shall:

3.2.1 keep the Material confidential at all times;

3.2.2 use the Material only for the Release Purposes;

3.2.3 not disclose the Material to any person or third party save such of the Licensee's employees or contractors who need to know the same for the Release Purposes

or any other party as permitted under the Licence Agreement (provided that in no event shall the Licensee be entitled to transfer any title to the Material, or market or sell the Material to a third party). In the event that Material is disclosed to its employees or contractors or a third party, the Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Clause 3.2;

3.2.4 hold all media containing the Material in a safe and secure environment when not in use; and

3.2.5 forthwith destroy the Material should the Licensee cease to be entitled to use the Package under the terms of the Licence Agreement.

3.3 In the event that the Material is released under Clause 6, it shall be the responsibility of the Licensee to obtain the necessary licences to utilise the object code of any third party material deposited by the Owner pursuant to Clause 2.1.6.

4. NCC GROUP'S DUTIES

4.1 NCC Group shall:

4.1.1 at all times during the term of this Agreement, retain the latest deposit of the Material in a safe and secure environment;

4.1.2 inform the Owner and the Licensee of the receipt of any deposit of the Material by sending to both parties a copy of the Media Check report or Verification report (as the case may be) generated from the testing processes carried out under Clause 10; and

4.1.3 notify the Owner and the Licensee if it becomes aware at any time during the term of this Agreement that the copy of the Material held by it has been lost, damaged or destroyed so that a replacement may be obtained.

4.2 If NCC Group becomes aware that the Owner has not deposited Material when required to do so under the terms of this Agreement, then NCC Group may notify the Licensee of such failure (but it is not obliged to do so and shall not be responsible for procuring such deposit from the Owner).

4.3 NCC Group has the right to make such copies of the Material as may be necessary solely for the purposes of this Agreement.

5. PAYMENT

5.1 The Owner and the Licensee shall pay NCC Group's standard fees and charges as published from time to time or as otherwise agreed, in the proportions set out in Schedule 2 *(NCC Group's Fees*). NCC Group's fees as published are exclusive of value added tax and any other applicable Tax.

5.2 NCC Group shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.

5.3 Except in the case of release as stated in Clause 6, all invoices are payable within 30 days from the date of invoice. NCC Group reserves the right to charge interest in respect of the late payment of any sum due under the Agreement (both before and after judgement) at the rate specified in the Late Payment of Commercial Debts (Interest) Act, such interest to accrue on a daily basis from the due date until full payment.

5.4 The Owner and the Licensee shall make all such payments due under this Agreement to NCC Group without withholding or deduction of, or in respect of, any Tax unless required by law. If any such withholding or deduction is required, the Owner or the Licensee (as appropriate) shall, when making the payment to which the withholding or deduction relates, pay to NCC Group such additional amount as will ensure that NCC Group receives the same total amount that it would have received if no such withholding or deduction had been required.

6. **RELEASE EVENTS**

6.1 Subject to: (i) the remaining provisions of this Clause 6 and (ii) the receipt by NCC Group of its release fee and any other fees and interest (if any) due under this Agreement, NCC Group will release the Material to a duly authorised officer of the Licensee if any of the following events (**"Release Event(s)"**) occur:

6.1.1 if the Owner is a company:

(A) an order is made for the winding up of the Owner, the Owner passes a resolution for winding up (other than for the purposes of a solvent reconstruction or amalgamation) or a liquidator of the Owner is appointed; or

(B) an order is made for the appointment of an administrator of the Owner or an administrator of the Owner is appointed; or

(C) the Owner enters into a compromise or arrangement with creditors; or

(D) the Owner has a receiver, administrative receiver or manager appointed over all or any part of its assets or undertaking; or

(E) the Owner is dissolved; or

(F) any other event falling within the definition of "Insolvency Event" under the Licence Agreement; or

6.1.2 if the Owner is an individual:

(A) the Owner enters into a compromise or arrangement with creditors; or

(B) the Owner is declared bankrupt; or

(C) the Owner dies; or

6.1.3 if the Owner is a partnership:

(A) any of the partners in the Owner are declared bankrupt or enter into a compromise or arrangement with creditors; or

(B) the Owner is wound up or dissolved; or

(C) the Owner enters into a compromise or arrangement with creditors; or

(D) a partnership administration order is made in respect of the Owner; or

6.1.4 any similar or analogous proceedings or event to those in Clauses 6.1.1 to 6.1.3 above occurs in respect of the Owner within any jurisdiction outside England; or

6.1.5 the Owner ceases to carry on its business or the part of its business which relates to the Package; or

6.1.6 the Owner assigns its rights to the Intellectual Property Rights in the Material to a third party (**"Assignee"**) and the Assignee fails, within 60 days of all parties' knowledge of such assignment, to continue escrow protection for the benefit of the Licensee by failing to enter into either:

(A) a novation agreement with the Licensee and NCC Group for the assumption of the Owner's rights and obligations under this Agreement by the Assignee on terms reasonably satisfactory to the Licensee; or

(B) a new escrow agreement with the Licensee for the Package which offers the Licensee substantially similar protection to that provided by this Agreement without significantly increasing the overall cost to the Licensee,

provided that if the Assignee offers to enter into a novation or new escrow agreement on terms reasonably satisfactory to the Licensee within 60 days of all parties' knowledge of the assignment and the Licensee fails to accept the Assignee's offer within 30 days of such offer being notified to the Licensee, there shall be no Release Event under this clause; or

6.1.7 the Owner is in material breach of its obligations as to maintenance or modification of the Package under the Licence Agreement or any maintenance agreement entered into between the Owner and the Licensee (or a third party for the Licensee's benefit) in connection with the Package and has failed to remedy such default notified by the Licensee to the Owner within the relevant period required under the Licence Agreement or other relevant maintenance agreement (or where no period is stated, within a reasonable period).

6.2 The Licensee must notify NCC Group of the Release Event specified in Clause 6.1 by delivering to NCC Group a statutory or notarised declaration (**"Declaration"**) made by an officer of the Licensee declaring that such Release Event has occurred, setting out the facts and circumstances of the Release Event, that, the Licence Agreement and any maintenance agreement, if relevant, for the Package was still valid and effective up to the occurrence of such Release Event, and exhibiting any applicable supporting documentary evidence.

6.3 Without prejudice to Clauses 11.5 and 11.6, NCC Group shall be fully entitled to rely and act upon the Declaration and shall not be required to verify its contents, truth or accuracy. Upon receipt of a Declaration from the Licensee claiming that a Release Event has occurred:

6.3.1 NCC Group shall submit a copy of the Declaration to the Owner by courier or other form of guaranteed delivery; and

6.3.2 unless within 14 days after the date of despatch of the Declaration by NCC Group, NCC Group receives a counter-notice signed by a duly authorised officer of the Owner stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified,

NCC Group will release the Material to the Licensee for its use for the Release Purposes.

6.4 Upon receipt of the counter-notice from the Owner under Clause 6.3.2, NCC Group shall send a copy of the counter-notice to the Licensee by courier or other form of guaranteed delivery.

6.5 Within 90 days of despatch of the copy of the counter-notice to the Licensee by NCC Group, the Licensee may give notice to NCC Group that it wishes to invoke the dispute resolution procedure under Clause 7.

6.6 If, within 90 days of despatch of the counter-notice by NCC Group to the Licensee, NCC Group has not been informed by the Licensee that it wishes the dispute resolution procedure under Clause 7 to apply, the Declaration submitted by the Licensee will be deemed to be no longer valid and the Licensee shall be deemed to have waived its right to release of the Material for the particular reason or event specified in the original Declaration.

6.7 For the avoidance of doubt, where a Release Event has occurred under Clause 6.1, a subsequent assignment of the Intellectual Property Rights in the Material shall not prejudice the Licensee's right to release of the Material and its use for the Release Purposes.

6.8 If a Release Event has occurred under Clause 6.1, the subsequent termination of the Licence Agreement shall not prejudice the Licensee's right to release of the Material and its use for the Release Purposes provided that the other provisions of this Clause 6 have been complied with.

7. DISPUTES

7.1 NCC Group shall notify the Owner of the Licensee's request for dispute resolution pursuant to Clause 6.5. Unless the Owner or the Licensee objects, NCC Group's Chief Executive Officer for the time being will appoint an Independent Expert to resolve the dispute of whether the Release Event(s) specified in the Declaration has/have occurred and, if applicable, whether the Release Event(s) has/have been rectified. If the Owner or the

Licensee objects to this appointment, they shall endeavour to appoint a mutually acceptable Independent Expert within 7 days of registering their objection. If they fail to appoint an Independent Expert within this 7 day period, NCC Group shall, on behalf of and at the joint and several cost of the Owner and Licensee, request that the President of The Law Society appoints an Independent Expert to resolve the dispute. Any appointment of an Independent Expert under this clause shall be binding upon the parties. NCC Group shall not be party to the dispute resolution proceedings under this Clause 7.

7.2 Within 7 days of the appointment of the Independent Expert, the Owner and the Licensee shall each provide full written submissions to the Independent Expert together with all relevant documentary evidence in their possession in support of their claim.

7.3 Based solely on the written submissions of the Owner and the Licensee and without the need for a hearing, the Independent Expert shall render and deliver his or her decision on the matter within 14 days or as soon as practicable thereafter of receiving the written submissions from the Owner and Licensee and shall send a copy of that decision to the Owner, Licensee and NCC Group. The Independent Expert's decision shall be final and binding on all parties and shall not be subject to appeal to a court in legal proceedings except in the case of manifest error.

7.4 The decision shall be limited to a determination of whether the Licensee is entitled to a release of the Material under Clause 6.

7.5 If the Independent Expert's decision is in favour of the Licensee, NCC Group is authorised to release and deliver the Material to the Licensee within 7 days of the decision being notified by the Independent Expert to the parties. If the Independent Expert's decision is in favour of the Owner, then NCC Group shall not release the Material and shall continue to hold the Material in accordance with the terms of this Agreement.

7.6 The Owner and the Licensee hereby agree that the costs and expenses of the Independent Expert shall be borne by the party against whom the decision of the Independent Expert is given.

8. CONFIDENTIALITY

8.1 Without prejudice to Clause 6, the Material shall remain at all times the confidential and intellectual property of its owner.

8.2 In the event that NCC Group releases the Material to the Licensee, the Licensee shall be permitted to use the Material only for the Release Purposes.

8.3 NCC Group agrees to keep all Confidential Information relating to the Material and/or the Package that comes into its possession or to its knowledge under this Agreement in strictest confidence and secrecy. NCC Group further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing or as required by law or regulation or by the rules of any stock exchange or a court of competent jurisdiction or by any legal or regulatory authority (including the police), will not disclose or release it other than in accordance with the terms of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The release of the Material to the Licensee will not act as an assignment of any Intellectual Property Rights that the Owner or any third party possesses in the Material.

9.2 The Intellectual Property Rights in the Media Check report and any Verification report shall remain vested in NCC Group. The Owner and the Licensee shall each be granted a non-exclusive right and licence to use such reports for the purposes of this Agreement and their own internal purposes only.

10. MEDIA CHECK AND VERIFICATION

10.1 NCC Group shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the relevance, completeness,

accuracy, operation, effectiveness, functionality or any other aspect of the Material received by NCC Group under this Agreement.

10.2 As soon as reasonably practicable after the Material has been deposited with NCC Group, NCC Group shall perform a Media Check on the Material.

10.3 The Owner or the Licensee may request that NCC Group carry out a Verification and the non-requesting party shall co-operate in facilitating such Verification. NCC Group shall at its absolute discretion decide whether or not to undertake any Verification requested and may attach such requirements thereto as it considers appropriate. Subject to Clause 10.4, NCC Group's prevailing fees and charges for the Verification and all reasonable expenses incurred by NCC Group in carrying out the Verification shall be payable by the requesting party.

10.4 If the Material fails to satisfy NCC Group's Verification tests as a result of being defective or incomplete in content, NCC Group's fees, charges and expenses in relation to the Verification tests shall be paid by the Owner.

10.5 Should the Material deposited fail to satisfy NCC Group's Media Check or Verification tests under Clauses 10.2 or 10.3, the Owner shall, within 14 days of the receipt of the notice of test failure from NCC Group, deposit such new, corrected or revised Material as shall be necessary to ensure its compliance with its warranties and obligations in Clause 2. If the Owner fails to make such deposit of the new, corrected or revised Material, NCC Group will issue a report to the Licensee detailing the problem with the Material as revealed by the relevant tests.

10.6 The Owner acknowledges that as part of the Verification services NCC Group may test the Material and hereby consents to the performance of such services ordered pursuant to this Agreement. This consent amounts to full authorisation for the purposes of Section 3 of the Computer Misuse Act 1990 as amended and/or replaced from time to time and any analogous legislation.

10.7 NCC Group's terms and conditions for the time being in relation to Verifications (**"Verification Terms"**) will (unless NCC Group expressly agrees otherwise in writing) apply to any Verification undertaken by NCC Group in connection with this Agreement.

11. NCC GROUP'S LIABILITY

11.1 Nothing in this Agreement excludes or limits the liability of NCC Group for:

11.1.1 fraud or fraudulent misrepresentation;

11.1.2 death or personal injury caused by NCC Group's (or its employees', agents' or sub-contractors') negligence; or

11.1.3 any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

11.2 Without prejudice to Clause 11.1, the provisions of Clauses 11.3 and 11.4 set out the entire liability of NCC Group (including any liability for the acts or omissions of its employees, agents and sub-contractors) arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of NCC Group's obligations under this Agreement.

11.3 Subject to Clause 11.1, NCC Group shall not be liable for any loss or damage caused to the other parties except to the extent that such loss or damage is caused by the negligent acts or negligent omissions of or a breach of any contractual duty by NCC Group, its employees, agents or sub-contractors in performing its obligations under this Agreement and in such event NCC Group's maximum aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or

defect or delay in performance of, any of NCC Group's obligations under this Agreement, shall be limited to £2,500,000 (two million five hundred thousand pounds).

11.4 Subject to Clause 11.1, NCC Group shall not be liable to the other parties for any:

11.4.1 indirect, consequential and/or special loss or damage;

11.4.2 loss of profit (direct or indirect);

11.4.3 loss of revenue, loss of production or loss of business (in each case whether direct or indirect);

11.4.4 loss of goodwill, loss of reputation, or loss of opportunity (in each case whether direct or indirect);

11.4.5 loss of anticipated saving or loss of margin (in each case whether direct or indirect);

11.4.6 wasted management, operational or other time (in each case whether direct or indirect);

11.4.7 loss or damage arising out of any failure by the Owner to keep full and up to date back-ups and security copies of any Materials delivered under this Agreement; and/or

11.4.8 liability of any of the other parties to third parties (whether direct or indirect), in each case arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of NCC Group's obligations under this Agreement.

11.5 NCC Group shall not be liable in any way to the Owner or the Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.

11.6 NCC Group shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to the Owner or the Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorised execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

11.7 Nothing in this Agreement shall impose any liability on NCC Group in respect of non-performance of its obligations under this Agreement to the extent such non-performance is due to the Licensee's or the Owner's acts, omissions, negligence or default.

12. INDEMNITY

12.1 Save for any claim falling within the provisions of Clause 11.1 or any claim in respect of which NCC Group is found by a court of competent jurisdiction to have breached this Agreement or been negligent, the Owner and the Licensee jointly and severally agree at all times to indemnify and hold harmless NCC Group in respect of all of its legal and all other costs, fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between or involving the Owner and/or the Licensee in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.

12.2 The Owner shall assume all liability and shall at all times indemnify and hold harmless NCC Group and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs, professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any

acts or omissions of NCC Group in respect of the Material as contemplated under this Agreement.

13. **TERM AND TERMINATION**

13.1 This Agreement shall continue until terminated in accordance with this Clause 13.

13.2 If the Owner or the Licensee, as the case may be, fails to pay an invoice addressed to it for services under this Agreement within 30 days of its issue, NCC Group reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If the Licensee has not paid its invoice by the expiry of the 30 day notice period, NCC Group shall have the right to terminate this Agreement immediately on written notice. If the Owner has not paid its invoice by the expiry of the 30 day notice period, NCC Group will give the Licensee a period of 30 days to pay the Owner's invoice. If the Owner's invoice has not been paid by the expiry of the 30 day optional payment period given to the Licensee, NCC Group shall have the right to terminate this Agreement immediately on written notice. Any amounts owed by the Owner but paid by the Licensee will be recoverable by the Licensee direct from the Owner as a debt and, if requested, NCC Group shall provide appropriate documentation to assist in such recovery.

13.3 Notwithstanding any other provision of this Clause 13, NCC Group may terminate this Agreement by giving 30 days written notice to the Owner and the Licensee.

13.4 The Licensee may terminate this Agreement at any time by giving not less than 60 days' prior written notice to NCC Group.

13.5 If NCC Group discovers that a Release Event has occurred and the Licensee has not exercised its right to claim for release of the Material under Clause 6.2, NCC Group shall have the right to terminate this Agreement upon 30 days written notice to the Owner and the Licensee. The Licensee shall have the option of applying for release in accordance with Clause 6 during this notice period, but if it fails to do so, upon the expiry of this notice period, this Agreement shall automatically terminate.

13.6 If the Intellectual Property Rights in the Material have been assigned to a third party and the proviso in Clause 6.1.6 applies such that there has been no Release Event under that clause, NCC Group shall be entitled to terminate this Agreement immediately by written notice to the Owner and the Licensee.

13.7 If the Licence Agreement has expired or has been lawfully terminated, then the Licensee shall give notice to NCC Group within 14 days thereof to terminate this Agreement, failing which, the Owner shall be entitled to give written notice to NCC Group to terminate this Agreement. Upon receipt of such a notice from the Owner, NCC Group shall notify the Licensee of the Owner's notice to terminate. Unless within 30 days of NCC Group giving such notice to the Licensee, NCC Group receives a counter-notice signed by a duly authorised officer of the Licensee either:

13.7.1 disputing the termination of the Licence Agreement; or

13.7.2 requesting release pursuant to Clause 6,

then the Licensee shall be deemed to have consented to such termination and this Agreement shall immediately automatically terminate. If the Licensee does provide NCC Group with a counter-notice, then NCC Group shall notify the Owner and this Agreement shall not terminate but shall continue in full force and effect.

13.8 Subject to Clause 13.7, the Owner may only terminate this Agreement with the written consent of the Licensee and then only on not less than 60 days' prior written notice to NCC Group.

13.9 For 30 days from the date of termination of this Agreement pursuant to Clauses 13.2 to 13.8 inclusive NCC Group will make the Material available for collection by the Owner or its agents from the premises of NCC Group during office hours. After such 30 day period NCC Group will destroy the Material.

13.10 This Agreement shall automatically immediately terminate upon release of the Material to the Licensee in accordance with Clause 6.

13.11 If this Agreement is superseded and replaced by a new agreement with NCC Group in respect of the Material, this Agreement shall, upon the coming into force of the new agreement, automatically terminate. The relevant party or parties shall request NCC Group to either transfer the Material to the new agreement or ask the owner under the new agreement to deposit new material. If new material is deposited, upon its receipt, NCC Group shall, unless otherwise instructed in writing by the Owner, destroy the Material.

13.12 The provisions of Clauses 1, 3.2, 3.3, 5, 8, 9, 10.1, 11, 12, 13.12 to 13.14 (inclusive) and 14 shall continue in full force after termination of this Agreement.

13.13 On and after termination of this Agreement, the Owner and/or the Licensee (as appropriate) shall remain liable to NCC Group for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.

13.14 The termination of this Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

13.15 The Licensee may by written notice to NCC Group unilaterally revoke any termination notice served by it at any time prior to the expiry of such termination notice.

14. GENERAL

14.1 A party shall notify the other parties to this Agreement, within 30 days of its occurrence, of any of the following:

14.1.1 any change of name of the individual contact(s) for this Agreement, such notice to include the new contact name, email address, correspondence address and telephone number;

14.1.2 a change of its name or registered office; and

14.1.3 any material change in its circumstances that may affect the validity or operation of this Agreement.

14.2 Within 14 days of any assignment or transfer by the Owner of any part of its Intellectual Property Rights in the Material, the Owner shall notify:

14.2.1 NCC Group and the Licensee of such assignment and the identity of the Assignee; and

14.2.2 the Assignee of the provisions of Clause 6.1.6.

14.3 Each party warrants that it has full capacity and authority to enter into and to perform this Agreement, and that in entering into this Agreement and performing its obligations under it, it is not and will not at any time be in breach of any of its express or implied obligations to any third party.

14.4 The formation, existence, construction, performance, validity and all other aspects of this Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

14.5 This Agreement, together with the Order Form and the Verification Terms (where applicable) represent the whole agreement relating to the escrow arrangements between NCC Group and the other parties in relation to the Package and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between any of these documents, the following order of precedence shall apply:

14.5.1 the Verification Terms (where applicable); then

14.5.2 this Agreement; then

14.5.3 the Order Form; then

14.5.4 any other document incorporated by reference.

No party has entered into this Agreement in reliance upon and will have no remedy in respect of any representation, misrepresentation or statement which is not set out in those documents. Nothing in this clause shall limit or exclude the liability of any party for fraud or fraudulent misrepresentation.

14.6 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if despatched by first class recorded delivery (airmail if overseas) addressed to the address specified for the parties in this Agreement (or such other address as may be notified to the parties from time to time) or if sent by electronic mail to an email address as notified by the parties from time to time and shall be deemed to have been received:

14.6.1 if delivered by hand or courier, at the time of delivery;

14.6.2 if sent by first class recorded delivery (airmail if overseas), 2 Business Days after posting (6 Business Days if sent by airmail); or

14.6.3 if sent by electronic mail on a Business Day before 4.30pm (UK time), on that day or, in any other case, on the next Business Day.

14.7 No party shall assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties, except where:

14.7.1 a party merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement; or

14.7.2 NCC Group sub-contracts or assigns its rights or obligations to its Affiliates or a third party approved by NCC Group.

For the purposes of this Clause 14.5, "Affiliates" means any entity directly or indirectly controlling, controlled by or under common control with NCC Group. NCC Group shall ensure that any such Affiliate or aforementioned third party is bound by the same confidentiality obligations as are contained in Clause 8 and shall be responsible and liable for the acts and omissions of such Affiliate or such third party to the same extent as if such acts or omissions were by NCC Group.

14.8 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.

14.9 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.

14.10 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

14.11 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the

circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.

14.12 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Clause 6.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.

14.13 NCC Group's employees, agents and sub-contractors shall be entitled to enforce Clause 11 of this Agreement subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of this Agreement. Save as provided in this Clause 14.13, this Agreement is not intended to create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to this Agreement and the rights of any third party under the said act are hereby expressly excluded.

14.14 Each of the Owner and the Licensee warrant to NCC Group that as at the date of this Agreement it is not subject to any sanction, embargo or equivalent measure imposed by the laws of any state or any union of states (as **"Sanctions"**) whether by virtue of such Sanctions being imposed on it individually or by virtue of it being resident in a certain jurisdiction or operating in a certain sector. If, during the term of this Agreement, the Owner or the Licensee becomes subject to any Sanction it will immediately notify NCC Group in writing.

14.15 The Owner and the Licensee jointly and severally warrant to NCC Group that the Materials (including, without limitation, the receipt by NCC Group of the Materials or the taking of any action by NCC Group in relation to the Materials that is contemplated by this Agreement including the receipt, holding, testing and/or releasing of the Materials (together the **"NCC Actions"**)) are not, and to the best of their knowledge and belief are not expected to become, subject to any import, re-import, export or re-export controls, laws or regulations in any country that the Materials may be exported from, held in or delivered or released into under this Agreement (**"Export Control Laws"**). If at any time during the term of this Agreement, the Materials or the NCC Actions become subject to Export Control Laws the Owner and the Licensee shall immediately notify NCC Group, providing all relevant details. Without prejudice to Clause 14.11, NCC Group shall have no obligation to undertake any NCC Actions in relation to the Materials if to do so would put it in breach (or potential breach) of Export Control Laws and shall not be required to obtain any licence or other permission under Export Control Laws.

14.16 NCC Group is responsible for complying with all laws that are generally applicable to an escrow agent operating in England. If however, the content of the Materials is such that additional laws or regulations are imposed on NCC Group by virtue of it receiving, holding, testing or releasing such Materials specifically then the Owner and the Licensee shall be jointly and severally responsible for notifying NCC Group of all such additional laws and regulations.

14.17 NCC Group is committed to ensuring that there is no modern slavery or human trafficking in its supply chains or in any part of its business and its Anti Slavery and Human Trafficking Statement and Anti Slavery Policy are available upon request.

14.18 Without prejudice to Clause 14.11, if any of NCC Group's obligations under this Agreement becomes illegal, prohibited or otherwise unlawful then NCC Group shall be relieved of such obligation unless and until such obligation becomes permitted.

14.19 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

SIGNED as a **DEED** by)
[OWNERNAME])
acting by [two of its directors]/)
[a director and its secretary])
in the presence of:)
)

Director

Director/Secretary

SIGNED as a **DEED** by)
[LICENSEENAME])
acting by [two of its directors]/)
[a director and its secretary])
in the presence of:)
)

Director

Director/Secretary

SIGNED as a **DEED** by)
NCC GROUP ESCROW LIMITED)
acting by [two of its directors]/)
[a director and its secretary])
in the presence of:)
)

Director

Director/Secretary

SCHEDULE 1

THE PACKAGE

The software package known as [Softwarename] or any other name(s) as may be given to it by the Owner from time to time.

SCHEDULE 2

NCC GROUP'S FEES

	DESCRIPTION	OWNER	LICENSEE
1.	Annual Fee (payable on completion of this Agreement and in advance of each anniversary thereafter)	[OwnerAnnual]	[LicenseeAnnual]
2.	Scheduled Update Fee (2nd and subsequent scheduled deposits in any one year, payable on completion of this Agreement and in advance of each anniversary thereafter)	[OwnerSched]	[LicenseeSched]
3.	Unscheduled Update Fee (per unscheduled deposit)	[OwnerUnsched]	[LicenseeUnsched]
4.	Virtual Machine Fee (per deposit) If ordered in advance the Virtual Machine Deposit must be received within a year of order, otherwise a new fee will be payable	[Owner]	[Licensee]
5.	Deposit Refresh Fee	100%	Nil
6.	Release Fee (plus NCC Group's reasonable expenses)	Nil	100%

Additional fees will be payable to NCC Group by the Owner (unless otherwise agreed between the parties) for the following where applicable:

- Storage Fee for deposits in excess of 1 cubic foot (physical deposits) or uploads of more than 100 GB content size (electronic deposits);
- Any novation or replacement of this Agreement at the request of the Owner or the Licensee;
- Media Check Fee for deposits consisting of more than 5 physical media items or 100 GB content size; and/or
- Media Check Fee for Media Checks which cannot be completed within NCC Group's reasonable timescale, for example due to the receipt of physical deposits on hardware other than CD/DVD/Blu Ray/USB Hard Drive or the requirement for non- specific applications or software or ruche and non-mainstream skillsets to complete the test.

SCHEDULE 12

NTPP TRANSITION

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1. **INTRODUCTION**

The purpose of this Schedule is to set out Motorola's obligations in relation to:

1.1.1 the Pre-NTPP Activities, as set out in Part A (*Pre-NTPP Activities*), which will ensure that this Contract remains up to date and in a state of readiness for the NTPP Procurement and commencement of the NTPP Motorola Initial Term; and

1.1.2 the NTPP Transition Support Activities, as set out in Part B (*NTPP Transition Support Activities*), which will ensure that Motorola is prepared and able to support the NTPP Prime's transition and take-on of the NTPP Services.

2. **INTERACTION WITH CONNECT SUB-CONTRACT**

2.1 The Parties acknowledge that, under the Connect Sub-contract, Motorola is obliged to provide certain exit assistance services to enable the smooth exit of the Connect Contract and transition to one or more replacement service providers.

2.2 The provisions of this Schedule do not limit or otherwise modify Motorola's obligations under the Connect Sub-contract in relation to exit and transition.

2.3 The Parties agree that, if and to the extent that Motorola is entitled to charge for activities carried out during the Pre-NTPP Term under and in connection with both this Contract and the Connect Sub-contract:

2.3.1 Motorola shall:

(A) only be entitled to charge once for such activities (including for any Motorola resources which are carrying out those activities in fulfilment of obligations under this Contract and the Connect Sub-contract);

(B) render its charges under the Connect Sub-contract and not this Contract such that any Charges rendered under this Contract for any of the activities carried out by Motorola in accordance with this Schedule are only for such activities for which Motorola is not contractually entitled to charge under the Connect Sub-contract; and

(C) only be liable under this Contract for acts and omissions connected to its fulfilment (or non-fulfilment) of its obligations under this Contract and not for acts and omissions connected to its fulfilment (or non-fulfilment) of its obligations under the Connect Contract; and

2.3.2 LUL shall not be entitled to recover losses under this Contract which it is able to recover under the Connect Contract.

2.4 LUL may request any reasonable evidence or explanation from Motorola to assure itself that Motorola is complying with the provisions of this Paragraph 2 and Motorola shall promptly prepare and submit such evidence or explanation (as the case may be) to LUL following such request and in such form as LUL may reasonably request.

3. **MANAGEMENT AND COORDINATION OF ACTIVITIES DURING THE PRE-NTPP TERM**

3.1 Within ten (10) Business Days following the Contract Date, LUL and Motorola shall each nominate at least one (1) representative who will coordinate and manage the provision of the Pre-NTPP Activities. The representatives shall meet at least once every three (3) months to discuss the Pre-NTPP Activities and such other matters as they may deem appropriate to support preparations for commencement of the NTPP Motorola Term and Motorola's provision of the Services.

3.2 Motorola's representative nominated in accordance with Paragraph 3.1 shall be a member of the Key Personnel.

3.3 Following selection of the NTPP Prime and Motorola's receipt of the Notice to Proceed (NTPP Motorola Term), Motorola shall ensure that its representative nominated in accordance with Paragraph 3.1 works collaboratively with the NTPP Prime's transition manager to support the NTPP Prime's transition and take-on of the NTPP Services.

PART A

PRE-NTPP ACTIVITIES

4. PROVISION OF PRE-NTPP ACTIVITIES

4.1 Motorola shall provide the Pre-NTPP Activities during the Pre-NTPP Term.

4.2 At the Contract Date, the Pre-NTPP Activities consist of the following:

4.2.1 the Contract Management Activities described in Paragraph 5;

4.2.2 the NTPP Procurement Support Activities described in Paragraph 6; and

4.2.3 activities incidental to those described in Paragraphs 5 and 6.

4.3 The Parties agree that, if LUL requires Motorola to provide Pre-NTPP Activities that are additional to those listed in Paragraphs 5, and 6, the Parties shall document these in accordance with the Variation Procedure.

5. CONTRACT MANAGEMENT ACTIVITIES

5.1 Motorola acknowledges that:

5.1.1 due to the unique circumstances in which it has been appointed to this Contract, there will be a substantial gap between the Contract Date and the date on which Motorola will be providing operational Services as part of the successor arrangements to the Connect Contract; and

5.1.2 despite not providing operational Services during the Pre-NTPP Term, it will need to manage and maintain this Contract such that it is ready to support both the transition to the NTPP Prime Contract and the provision of operational Services during the NTPP Motorola Initial Term.

5.2 The following activities are the Contract Management Activities:

5.2.1 meetings of the Parties at regular intervals (to be determined by LUL in consultation with Motorola and which may be the same meeting as that referred to in Paragraph 3.1) to identify and discuss any updates to this Contract which may be required to reflect any of the following:

(A) changes in the applicable Standards;

(B) Changes in Law;

(C) changes in any LUL policies, guidelines and processes which are relevant to the provision of the Services or the management of this Contract;

(D) changes to the Security Management Plan to reflect changes in the cyber threat detection and management practices, as may be required to ensure that Motorola is able to continue to safeguard LUL Data and manage actual or likely cyber threats;

(E) the impact of variations to or required under the Connect Sub-contract, to the extent that these may also need to be reflected in this Contract (for example, to ensure that this Contract's description of the scope of Services and any associated Charges take into account the impact of changes, upgrades and investments made under the Connect Sub-contract);

(F) other proposals for changes that either Party considers to be necessary or prudent to enable the efficient and effective provision of the Services during the Service Term; and

(G) such other activities as may be required to ensure that the Parties are ready for the Initial NTPP Motorola Term Commencement Date and the provision of the Services;

5.2.2 Motorola updating the specifications of the Radio System, Motorola's Technical Solution (including Spares) or the Service Levels to reflect any changes identified in Paragraph 5.2.1 (for example, due to changes to a Standard or the impact of a variation to the provision of services by Motorola under the Connect Sub-contract);

5.2.3 Motorola documenting any changes to processes or workflows associated with any of the activities in Paragraphs 5.2.1 and 5.2.2;

5.2.4 where required by LUL (in consultation with Motorola), Motorola implementing any Variations to give effect to the activities (or their outcomes) in Paragraphs 5.2.1 to 5.2.3 (but the Parties agree that not all such activities (or outcomes) will require a Variation to this Contract); and

5.2.5 Motorola preparing and submitting conformed copies of this Contract in accordance with Clause 8.4 (*Annual conformance of this Contract*).

5.3 Without limiting the nature and extent of the activities described in Paragraph 5.2, the Parties acknowledge and agree that:

5.3.1 twelve (12) months before the anticipated Initial NTPP Motorola Term Commencement Date, the Parties shall meet to agree on a true-up of this Contract so that it reflects the scope of Services then-currently provided and any supporting plans under the Connect Sub-contract and which are intended also to be provided under this Contract following the NTPP Service Delivery Commencement Date;

5.3.2 such true-up shall be concluded at the latest by nine (9) months before the anticipated Initial NTPP MotorolaTerm Commencement Date; and

5.3.3 where applicable, the Parties shall put in place any Variations required to document any changes required to the Services or Charges as a result of such true-up.

5.4 As part of the true-up of this Contract described in Paragraph 5.3.1, the Customer (or LUL, where LUL is not the Customer) shall confirm whether the ALU Support Services are required, and if the Customer or LUL (as applicable):

5.4.1 requires the ALU Support Services then Motorola shall continue to perform such ALU Support Services in accordance with the terms of this Contract; or

5.4.2 does not require the ALU Support Services then the provisions of this Contract relating to the ALU Support Services shall cease to apply.

5.5 At least sixty (60) days before the anticipated Initial NTPP Motorola Term Commencement Date, Motorola shall provide to LUL details of all License Terms for the Software, including all applicable End User License Agreements.

5.6 At the Contract Date, the Parties acknowledge that the Sub-contracts for Samina and CTDI do not flow down all the terms required under the Contract and agree that:

5.6.1 the relevant terms for each such Sub-contract relate to the following provisions:

(A) Clause 22.4 (*Terms of Subcontracts*);

(B) Clause 22.6 (*Supply Chain Protection*);

(C) Schedule 2.5 (*Security*); and

(D) Schedule 2.6 (*Standards*);

5.6.2 during the Pre-NTPP Term, Motorola will use reasonable endeavours to ensure that those provisions are flowed down to each such Sub-contract; and

5.6.3 if a provision cannot be flowed down, then by no later than twelve (12) months before the anticipated Initial NTPP Motorola Term Commencement Date, Motorola shall provide the Customer with details of any of those provisions that it has been unable to flow down and any corresponding waivers requested, and the

Parties shall, if needed, negotiate the terms of those waivers and record any such agreed waivers as an amendment to Schedule 7.2 (*Sub-contractors*) as part of the true-up process in Paragraph 5.3.1.

6. NTPP PROCUREMENT SUPPORT ACTIVITIES

6.1 Motorola acknowledges that:

6.1.1 its appointment under this Contract forms part of LUL's wider NTPP, which includes the re-procurement of certain networks and communications contracts (including the Connect Contract) in accordance with applicable public procurement law;

6.1.2 due to the unique requirements of the underground radio network, this Contract and the Motorola Technical Solution are necessary to enable the successful procurement and operation of the wider NTPP services;

6.1.3 accordingly, LUL requires Motorola's support to carry out the NTPP Procurement and that Motorola provides such support in accordance with this Contract; and

6.1.4 in providing that support, LUL may require Motorola to enter into an ethical walls arrangement under which it may be required to segregate personnel or information from any Motorola personnel who are participating in the NTPP Procurement as a bidder. Such arrangement may be on the same terms as, or an extension of, any ethical walls arrangement required by LUL pursuant to the Connect Sub-contract.

6.2 The following activities are the NTPP Procurement Support Activities:

6.2.1 Motorola providing materials (other than Commercially Sensitive Information) for LUL to include in a data room to be made available to NTPP Bidders, including this Contract;

6.2.2 following publication of the tender notice for the NTPP Procurement through to the deadline for submitting completed selection questionnaires, Motorola attending up to two (2) half-day supplier briefing sessions or conferences with suppliers that have expressed interest in submitting a completed selection questionnaire for the NTPP Procurement;

6.2.3 following invitation of shortlisted suppliers ("**Bidders**") to participate in the initial tendering phase of the NTPP Procurement, Motorola:

(A) engaging on a one-to-many and a one-to-one basis with the Bidders, as required and supervised by LUL, provided that such engagement shall require no more than forty (40) hours of Motorola's engagement time in total across a maximum of five (5) Bidders;

(B) as part of any engagement, enabling Bidders to understand the interfaces between the Motorola Technical Solution and each Bidder's proposed solution through the provision of suitably qualified and experienced Motorola Personnel to answer questions about the Radio System and the Services; and

(C) providing support and expertise to LUL as reasonably required to enable LUL to run this stage of the NTPP Procurement;

6.2.4 during any negotiations with Bidders, Motorola providing support to LUL so that LUL can prepare for and participate in those negotiations; and

6.2.5 as required by LUL, Motorola providing ad hoc support to LUL to support LUL's responses to any clarification questions during the NTPP Procurement that relate to the Radio System or the Services.

6.3 The Parties acknowledge that the descriptions of specific phases of the NTPP Procurement are illustrative and that the actual phases of the NTPP Procurement may differ. Despite this, the Parties agree that the substantive obligations on Motorola will be

similar to those described in Paragraphs 6.2.1 to 6.2.5, and Motorola's engagement shall be consistent with the estimated hours set out in Paragraph 6.2.3.

6.4 The Parties agree that LUL is entitled to make this Contract available to interested suppliers and Bidders provided that:

6.4.1 the version made available to suppliers before a shortlist of those suppliers become Bidders shall be the same as that which LUL is required to disclose publicly as part of its transparency and public procurement obligations;

6.4.2 subject to Paragraph 6.4.3, the version made available to Bidders may contain Commercially Sensitive Information, subject to each Bidder entering into confidentiality arrangements with LUL that are no less onerous than the confidentiality obligations in this Contract and which restrict access to such Commercially Sensitive Information to members of the Bidder's bid team on a need-to-know basis for the sole purpose of preparing their tender submissions in accordance with the published process for the NTPP Procurement; and

6.4.3 if a Bidder is a Direct Competitor, LUL shall redact any Commercially Sensitive Information from any materials or information shared with that Bidder for the purposes of preparing that Bidders tender submissions in accordance with the published process for the NTPP Procurement.

6.5 If Motorola can demonstrate to LUL's reasonable satisfaction, that such NTPP Procurement Support Activities will materially increase, or are reasonably likely to materially increase, Motorola's costs for the provision of the Services, then the Parties shall, as part of that Variation, determine any corresponding changes to the Charges that would be payable in accordance with Schedule 5.1 (*Variation Procedure*). For the avoidance of doubt Motorola will not charge for resources which are already fully funded by the Customer (or LUL, where it is not the Customer), as long as the requested NTPP Procurement Support Activities do not negatively impact their ability to perform their regular day-to-day activities.

7. VARIATIONS TO THIS CONTRACT ARISING FROM PRE-NTPP ACTIVITIES

If, pursuant to Paragraph 5.2.4, LUL requires a Variation to this Contract during the Pre-NTPP Term which Motorola can demonstrate to LUL's satisfaction, acting reasonably, materially increases, or is reasonably likely to materially increase, Motorola's direct costs for the provision of the Services during the Initial NTPP Motorola Term, then the Parties shall, as part of that Variation, determine any corresponding changes to the Charges that would be payable in accordance with Schedule 5.1 (*Variation Procedure*).

PART B

NTPP TRANSITION SUPPORT ACTIVITIES

8. PROVISION OF NTPP TRANSITION SUPPORT ACTIVITIES

8.1 Motorola shall provide the NTPP Transition Support Activities until the NTPP Service Delivery Commencement Date.

8.2 At the Contract Date, the NTPP Transition Support Activities consist of preparing and adopting the NTPP Transition Support Plan, as described in Paragraph 9 (*Preparation and adoption of NTPP Transition Support Plan*).

9. PREPARATION AND ADOPTION OF NTPP TRANSITION SUPPORT PLAN

9.1 Within thirty (30) Business Days of receipt of a notice from LUL that it requires a draft NTPP Transition Support Plan, Motorola shall prepare such draft NTPP Transition Support Plan, which will set out the support Motorola will provide to the NTPP Prime to enable the NTPP Prime to commence provision of the NTPP Services. Without limiting the foregoing, the Parties agree that the draft NTPP Transition Support Plan will cover at least the following matters:

9.1.1 development or revision of any plans and procedures so that they are ready to support delivery of Services in the NTPP Service Term (for example, updated BCDR or Security Management Plans that reflect the change in activities performed by Motorola under this Contract); and

9.1.2 information that LUL or the NTPP Prime may reasonably require from Motorola to assist the NTPP Prime to achieve a disruption free transition from the Connect Contract to the NTPP Prime Contract (insofar as this is reliant on the provision by Motorola of the Services):

(A) Service Management activities, processes, products, and associated interfaces to ensure service continuity during transition;

(B) the processes required to support the transition of the Services, including the inputs and outputs required of the NTPP Prime and Motorola;

(C) access to training, testing, and other facilities and the reference system/services used by Motorola which are relevant to the provision of the Services;

(D) detail all in-flight variations under the Connect Contract that Motorola are active in delivering; and

(E) where the variations under Paragraph 9.1.2(D) above will not fully complete under the Connect Contract:

(1) develop a smooth transition for all residual works to ensure there are no gaps or disruptions in the transition of such works; and

(2) enter into a Variation for such works so that they can be completed under to this Contract, such Variation to adopt the same approach to charging as under the Connect Contract such that the Charges under this Contract are no greater than that which would have been paid under the Connect Contract.

9.2 The draft NTPP Transition Support Plan shall, unless the Parties agree otherwise in writing, be based on the outline plan in Appendix 1 (*Outline NTPP Transition Support Plan*).

9.3 Following submission of the draft NTPP Transition Support Plan in accordance with Paragraph 9.1, Motorola shall take into account any feedback from LUL and update the draft NTPP Transition Support Plan accordingly. The Parties shall continue to work together to agree the final draft NTPP Transition Support Plan.

9.4 Motorola agrees that LUL may share the final draft NTPP Transition Support Plan with Bidders and may request that Motorola makes reasonable amendments to or variations of the draft NTPP Transition Support Plan based on developments during the NTPP Procurement.

9.5 On and from the Initial NTPP Motorola Term Commencement Date, Motorola shall align the final draft NTPP Transition Support Plan with the NTPP Prime's own transition plan for the NTPP Services. Such alignment activity shall not require Motorola to materially rework the final draft NTPP Transition Plan unless agreed by the Parties pursuant to the Variation Procedure.

9.6 Once aligned with the NTPP Prime's own transition plan for the NTPP Services, the final draft NTPP Transition Plan shall become the NTPP Transition Plan and Motorola shall adopt and comply with the NTPP Transition Plan.

9.7 Notwithstanding Motorola's obligation to adopt and comply with the NTPP Transition Plan, Motorola shall in any event collaborate with the Customer and the NTPP Prime (if the NTPP Prime is not the Customer) to support the NTPP Prime's achievement of a smooth, efficient and effective transition from the services provided under the Connect Contract to the NTPP Services. The Parties acknowledge that this may involve Motorola carrying out ancillary tasks and activities, and attending operational, governance and ad hoc meetings as part of providing that support.

10. VARIATIONS TO THIS CONTRACT ARISING FROM NTPP TRANSITION SUPPORT ACTIVITIES

10.1 If Motorola can demonstrate to the Customer's satisfaction, acting reasonably, that:

10.1.1 any changes to the NTPP Transition Support Plan; or

10.1.2 the nature and extent of any NTPP Transition Support Activities were not reasonably foreseeable,

such that (in either case) the true nature and extent of these materially increases, or would be reasonably likely to materially increase, Motorola's costs for the provision of the NTPP Transition Support Activities, then the Parties shall agree a Variation in accordance with the Variation Procedure (which may include making any corresponding changes to the Charges that are or would be payable for the NTPP Transition Support Activities in accordance with Schedule 4 (*Charges and Invoicing*)).

10.2 Upon LUL's request, Motorola shall provide training sessions to the Bidder or the NTPP Prime (as applicable) in accordance with the prices and conditions set out in Schedule 6.7 (*Training*).

APPENDIX 1

OUTLINE NTPP TRANSITION SUPPORT PLAN

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INTRODUCTION

Service transition manages the process used in moving the service from the current provider to the new NTPP Prime. The purpose of the NTPP Transition Support Plan is for Motorola to assist the NTPP Prime and LUL for a disruption free transition from the Connect Contract to this Contract.

Some of the key things managed in the NTPP Transition Support Plan include:

- Planning and coordinating the transition of services to the new NTPP Prime.
- Ensuring that service changes are thoroughly tested and documented.
- Communicating service changes to all relevant stakeholders.
- Managing the knowledge and information related to the services.
- Sharing product roadmap for DIMETRA and lifecycle management.
- Planning and coordination of Antivirus (ESET), patching, and software upgrades.
- Introduction of sub-contractor relationship, roles and responsibilities.

ASSUMPTIONS

1. Assumption register
    -
    - The relevant parts of the Hitachi transition / exit management plan will be shared with Motorola.
    - All Customer fallback NMC, currently located at Spur Road, Waterloo and associated works to be performed by or on behalf of the Customer.
    - NTPP Prime is experienced with TETRA and radio system management.

TRANSITION SUPPORT PLAN

1. PLANS AND PROCEDURES

- Ensure development or revision of any plans and procedures required to support the delivery of Services by the NTPP Prime, e.g. BCDR and Security Management Plans.

2. SERVICE MANAGEMENT ACTIVITIES, PROCESSES, PRODUCTS AND ASSOCIATED INTERFACES

The process will start with workshops with the end customer and new NTPP Prime, the number and frequency of workshops will need to be determined as part of the initial Mobilisation planning discussions. During the setup and meetings, workshops with the NTPP Prime the following processes and documents will be set up to ensure that the service can be delivered effectively and in a timely manner, including creating risk documentation detailing the risks associated with this service and specify what measures would need to be there for the service to be accepted. Details will be passed to the NTPP Prime at this stage on how the service is run with Motorola including such elements as the advance exchange process for hardware repairs of the core system equipment and the process for the legacy equipment repairs and how they differ.

All the processes and documents are specified in the list below.

- NTPP Prime workstreams
    - Processes

      To understand the processes that the NTPP Prime wants to use for things such as change management, interacting with faults, and the reporting levels that they need on a regular level.
    - Procurement

      To understand how the NTPP Prime wants to pay for the support contract and any change requests including purchasing of spares. The procedures and the tools that are required to be used including the process for monitoring the way this works on a day to day basis.

- Onboarding Motorola

  Ensuring that Motorola has access to the systems that they need to perform the services required for this contract and required by the NTPP Prime.

- Onboarding of NTPP Prime

  Ensuring that the NTPP Prime has access to the Motorola systems that are required. E.g. the Motorola learning portal, Customer Hub and access to such things as the Antivirus (ESET), patching and software updates.

- Service Management workstreams

  This section will detail how the main support service will run. It will detail the processes to use to create technical cases and how these cases will be handled utilising an ITIL v4 methodology. Will detail how the processes flow between Motorola and the NTPP Prime and the end customer and vice versa. It will detail the resilience methodology in the service and the reporting methodology.

  - Service Management Procedures

    Detail the procedures used in the support of the system and to explain the current procedures used and any changes needed as the transition to the new NTPP Prime takes place.

  - Service Management Processes

    Detail the processes used to run the service management such as the Incident management process and Problem management process and will detail the way that Motorola will handle incidents and problems raised by the NTPP Prime.

  - Detailed Resource Plan

    Detail the resources used within the support of this contract and those used for the transition to the new NTPP Prime.

  - Risk Management Documentation

    This will explain the risks involved with the transition to the new NTPP Prime and the support running with this NTPP Prime.

  - Service Continuity Plan

    Detail the current service continuity plan and explain how Motorola will be able to continually provide this service and how the NTPP Prime interfaces to that in extreme circumstances.

- Hardware repair process

  This section will detail how hardware repairs will be processed, how to raise different type hardware repairs including raising of advance exchange requests and the process for standard repairs, including mobile repairs.

  - Advanced exchange process

    This is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola as part of the core system. An advanced replacement unit in exchange for customer's malfunctioning equipment will be provided; then the faulty equipment will be repaired in the Motorola repair center and returned to stock.

- Legacy repair process

  This is the repair service for the legacy items such as train mobiles (type 2 and 3). The customer will raise a Service Request Form (SRF) and send the item off for repair to Sanmina who will repair the item where possible.

- Hand portable repair process

  The repair process for the MXP600 handportable radio, which requires the Customer to raise a SRF form for each repair. The radio will then be sent to Sanmina who will check the paperwork and then send the repair to the Motorola repair center in Germany. When repaired, these devices will be returned via the same route.

- Service desk workstreams

  Detail how the Motorola service desk will work and handle the cases raised on this service desk, including the methods used to contact this service desk.

- Tools

  This section will detail and configure the tools for use with the new NTPP Prime in the implementation of this service.

3. ACCESS TO TRAINING, TESTING, AND OTHER FACILITIES AND THE REFERENCE SYSTEM/SERVICES

With this we detail the training available from Motorola and the suggested training for supporting the system. We also will detail the other services available from Motorola. This will include providing information on the LUL reference system located at Hemel as well as including a site visit to demonstrate the capabilities and facilities included with this reference system.

- Training

  - Gap analysis

    The aim of this is to make an assessment to identify the knowledge base of the new NTPP Prime regarding TETRA systems. This will, amongst other things, involve examining to understand their level of knowledge of TETRA, by looking at past experiences of staff training and the general knowledge of the staff to identify if the staff understand what is involved in running, and managing a TETRA system with multiple zones, and as complex as the TFL system.

    Further, a critical component of the assessment is to understand the level of support that the NTPP Prime can provide and the understanding they have of the system. A starting point would then be a training needs analysis to determine the competencies for what the NTPP Prime needs to be able to run and manage the Motorola DIMETRA system, including the functionalities required, and how it works, and what is needed to allow us to provide the further detailed support. This would include understanding how the NTPP Prime would be able to manage such things as RF planning, supporting and managing RF infrastructure, and supporting a Radio system and its extra complexities when compared with a normal IT system.

  - Training Plan

    Training will be identified and developed based on the Gap analysis.

  - Training Materials

Training Materials will be provided in accordance with prices and conditions set out in Schedule 6.7 (*Training*).

- Training Onboarding

  Creating NTPP Prime customer account on the Motorola Learning Portal so the NTPP Prime can access online training courses.

- Reference system

  LUL reference system located at Hemel as well including a site visit to demonstrate the capabilities and facilities included with this reference system. *Subject to ALU true-up of this Contract.*

4. IN-FLIGHT VARIATIONS

Motorola will identify and report to the NTPP Prime the Variations under the Connect Contract which are being delivered at the time that will complete prior to the NTPP Contract Commencement Date.

5. IN PROGRESS VARIATIONS

Motorola will support the NTPP Prime and Hitachi to complete any in-progress variation

6. ALU SUPPORT SERVICES

Subject to true-up of this Contract.

To provide details and the processes for dealing with the ALU MTS's including the checking on security clearance for the NTPP Prime and ensuring that they can work on the encrypted MTS's for the Airwave elements of the system. This will clarify the details around the TEA2 encrypted elements and how that differs from the normal service.

- Security clearance.
- TEA2.
- Processes and procedures.

DRAFT NTPP TRANSITION SUPPORT PLAN

PHASE		DETAILS		Q1													Q2													Q3													Q4												
		Month -->		M1					M2					M3			M4					M5					M6				M7					M8					M9				M10					M11					M12			
		Week -->	Estimated days required	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25	W26	W27	W28	W29	W30	W31	W32	W33	W34	W35	W36	W37	W38	W39	W40	W41	W42	W43	W44	W45	W46	W47	W48	W49	W50	W51	W52	W53	W54	W55	W56	W57	W58	W59	W60
1	Project Conception and Initiation	Kick off between all parties	1																																																									
2	Plans and Procedures	Development or revision of any plans and procedures																																																									
3	Service Management activities, processes, products and associated interfaces	**NTPP Prime Workstreams**	90																																																									
		• Processes																																																										
		• Procedures																																																										
		• Procurement																																																										
		• Onboarding Motorola																																																										
		• Onboarding NTPP Prime																																																										
		Service Management Workstreams	90																																																									
		• Service Management Procedures																																																										
		• Service Management Processes																																																										
		• Refined NTPP Service Management System																																																										
		• Detailed Resource Plan																																																										
		• Risk Management Documentation																																																										
		• Service Continuity Plan																																																										
		Hardware Repair Workstreams	30																																																									
		• Advanced Exchange Process																																																										
		• Legacy Repair Process																																																										
		• Hand Portable Repair Process																																																										
		Service Desk Workstreams	60																																																									
		• Service Desk Plan																																																										
		• Updated Detailed Implementation Plan																																																									
		Tools	30																																																									
4	Access to training, testing, and other facilities and the reference system/services	**Training**	30																																																									
		• Gap Analysis																																																										
		• Training Plan																																																										
		• Training Materials																																																										
		• Training Onboarding																																																										
		Reference System																																																										
5	Variations	- In-flight Variations	5																																																								
		- Work in progress Variations	20																																																								
6	ALU services and support	- Security Clearance (mandatory requirement)																																																										
		- TEA2	90																																																									
		- Processes and Procedures																																																										
7	New Variations	Variations arising from NTPP Transition Support activities																																																									