

SCHEDULE 25

Business Continuity

1. **Scope**

1.1 This schedule covers TfL's requirements in respect of:

- (A) any circumstance or event which renders, or is likely (in TfL's absolute discretion (subject to paragraph 6.3 of this schedule)) to render, it necessary or desirable for alternative, additional or replacement Hardware, Software, Systems, Premises, Personnel, processing, methods, processes or procedures as set out in the Business Continuity Plan instead of or as well as the Services, Service Systems, Services Data, Premises or Personnel (or any part of the Services, Service Systems, Services Data, Premises or Personnel) otherwise used to provide the Services in accordance with the provisions of this Agreement (a "**Business Continuity Event**"); or
- (B) any circumstance or event which renders, or is likely (in TfL's absolute discretion (subject to paragraph 6.3 of this schedule)) to render, the Services, Service Systems, Services Data, Premises or Personnel (or any part of the Services, Service Systems, Services Data, Premises or Personnel) unavailable, inaccessible, inoperable or in need of any other restoration, reinstallation, repair, removal, retrieval, re-entering, recovery or replacement (a "**Disaster Recovery Event**"),

whether resulting from an act or omission of the Service Provider or otherwise, including without limitation Hardware, Software or System failures, Service Failure, Viruses, changes in Law, fire, flood, water, wind, lightning and any other adverse weather conditions, explosions and any other catastrophe or Force Majeure Event.

1.2 The Service Provider acknowledges and agrees that Business Continuity in respect of the Services and Schemes is fully dependent upon the Business Continuity Plan, Business Continuity Infrastructure and Business Continuity Services and that it is necessary for the Service Provider to ensure Business Continuity and the provision of the Services in accordance with the provisions of this Agreement in all circumstances, events and scenarios including without limitation in respect of and following a Business Continuity Event or a Disaster Recovery Event. For the avoidance of doubt, nothing in this schedule will, subject to the provisions of clause 70 (Force Majeure), oblige the Service Provider to provide the Business Continuity Infrastructure or the Business Continuity Services if and to the extent that its ability to provide the Business Continuity Infrastructure or the Business Continuity Services is affected by a Force Majeure Event.

1.3 Without limiting paragraph 1.2, the Service Provider shall:

- (A) develop the Business Continuity Plan and the Business Continuity Test Schedule in accordance with paragraph 2.1 of this schedule;
- (B) review and keep up to date the Business Continuity Plan and the Business Continuity Test Schedule and submit them to TfL for Approval on an ongoing

basis during the Term and in any event in accordance with paragraph 2.3 of this schedule;

- (C) provide the Business Continuity Infrastructure and other actions or measures specified in the Business Continuity Plan to prevent or limit the effect of any Business Continuity Event or Disaster Recovery Event;
- (D) Test the Business Continuity Plan, the Business Continuity Services and Business Continuity Infrastructure in accordance with paragraph 3 of this schedule;
- (E) otherwise provide the Business Continuity Services and implement the applicable provisions of the Business Continuity Plan; and
- (F) comply with its other obligations in this schedule.

2. **Business Continuity Plan and Business Continuity Test Schedule**

2.1 The Service Provider shall:

- (A) ensure that a draft Business Continuity Plan (including without limitation covering the requirements set out in paragraph 2.8) and a draft Business Continuity Test Schedule (including without limitation covering the Testing envisaged under paragraph 3) are prepared and submitted to TfL not less than ten (10) days prior to the relevant Milestone Date for Approval; and
- (B) maintain the Business Continuity Plan and the Business Continuity Test Schedule on an ongoing basis during the Term (including without limitation pursuant to paragraph 2.3 of this schedule).

2.2 TfL shall use all reasonable endeavours to ensure that the Other Service Providers will provide the appropriate services to the Service Provider and that their business continuity plans shall be made available to the Service Provider and can be taken into account by the Service Provider in the Business Continuity Plan and the Business Continuity Test Schedule.

2.3 The Service Provider shall review (including without limitation in accordance with paragraph 2.5) and resubmit the Business Continuity Plan and the Business Continuity Test Schedule for Approval at least annually following the Effective Date, if requested as part of any Change, or at such other intervals as may be required by TfL or the Service Provider (and the Service Provider shall promptly following that Approval implement the latest Business Continuity Plan and the Business Continuity Test Schedule), in each case without prejudice to the Service Provider's obligations to comply with Good Industry Practice and at the Service Provider's sole cost and expense.

2.4 Notwithstanding anything in paragraph 2.3, the Service Provider shall not change the Business Continuity Plan or the Business Continuity Test Schedule without TfL's prior written agreement.

2.5 The Service Provider shall ensure that the reviews conducted in accordance with paragraph 2.3 of this schedule examine the procedures and methodologies set out in the Business Continuity Plan and the Business Continuity Test Schedule and assess their suitability in light of any amendments to the Services that have

occurred since the original Business Continuity Plan or Business Continuity Test Schedule respectively or the most recent review (whichever is later). Within twenty (20) Working Days of conclusion of such review, the Service Provider shall provide to TfL a report regarding that review specifying:

- (A) the findings of the review;
- (B) any resulting changes to the risk profile of the Services and/or the Service Systems; and
- (C) the recommendations for addressing the new risk profile and any other findings of the review as it deems necessary.

2.6 TfL may from time to time issue a notice to the Service Provider requiring the Service Provider to amend the Business Continuity Plan or the Business Continuity Test Schedule. TfL may also require the Service Provider to liaise, assist and co-operate with Other Service Providers (both when developing and when integrating the amendments to the Business Continuity Plan and the Business Continuity Test Schedule) to ensure consistency and inter-operability between the various business continuity and disaster recovery plans of the Service Provider and Other Service Providers, and to produce the updated Business Continuity Plan and Business Continuity Test Schedule on this basis. Any disputes arising pursuant to this paragraph shall be dealt with in accordance with the Dispute Resolution Procedure.

2.7 The Service Provider may request additional payment or changes to the Service Charges only in respect of material amendments to the Business Continuity Plan or the Business Continuity Test Schedule where such amendments arise as a result of a decision by TfL to change its requirements pursuant to paragraph 2.6 other than as a result of any act or omission of the Service Provider (or any Sub-Contractor), subject to the Change Control Request Procedure.

2.8 Without limitation to the generality of clause 56 (Business Continuity), the Service Provider shall ensure that the Business Continuity Plan includes:

- (A) an introduction describing the purpose and structure of the Business Continuity Plan and how to use the Business Continuity Plan;
- (B) a master plan describing the overall strategy for ensuring Business Continuity (and for responding to a Business Continuity Event or Disaster Recovery Event) in respect of all Service Elements and all Service Systems including without limitation the interrelationships and dependencies of each of the parts of the Business Continuity Plan relating to each of the Service Elements envisaged in paragraph 2.8(C);
- (C) separate plans for each Service Element in order to ensure Business Continuity (and to respond to a Business Continuity Event or Disaster Recovery Event) in respect of the relevant Service Element and parts of the Service Systems including without limitation:
 - (1) a risk and issue assessment;
 - (2) Business Continuity planning and all actions or measures to prevent or limit the effect of any Business Continuity Event or Disaster Recovery Event such as hot, warm, cold or mobile backup sites, locations or Sub-

Contractors;

- (3) a description of all methods, processes and procedures and other actions and sequences to be followed for Business Continuity and to respond to a Business Continuity Event or Disaster Recovery Event (all such processes, procedures, actions and sequences to be at the sole cost and expense of the Service Provider) such as notifying TfL, Customers, Other Service Providers, Third Parties and Personnel, assignment of Personnel and tasks, using or recalling backups or storage, recovering, re-entering or correcting Data, additional Personnel or other resources to be deployed, or additional, alternative or replacement Hardware, Software, Systems, Premises, processing, processes or procedures;
- (4) all steps to be taken (all such steps to be at the sole cost and expense of the Service Provider) for the Services, Service Systems, Services Data, Premises or Personnel (or any part of the Services, Service Systems, Services Data, Premises or Personnel) to be provided as envisaged under this Agreement (such that the Business Continuity Plan can be ended pursuant to paragraphs 6.5 and 6.6);
- (5) management and review activities;
- (6) the relevant parts of the Business Continuity Test Schedule;
- (7) a description of how the relevant part of the Business Continuity Plan should be applied to not less than three (3) potential Business Continuity Event or Disaster Recovery Event scenarios to be specified by TfL at TfL's absolute discretion, including without limitation loss of access to Premises, sickness of Personnel and Data corruption (each a "**Scenario**") and action maps for each different Scenario;
- (8) a description of the capability of the Services and/or Service Systems which shall be delivered under each Scenario as a proportion of the capability required under the provisions of the Agreement including without limitation the Service Levels;
- (9) a description of the Hardware, Software, Systems and Premises that house and support the Business Continuity Services or relate to the Business Continuity Test Schedule (the "**Business Continuity Infrastructure**");
- (10) proposed Service Levels to apply in relation to the alternative, additional or replacement Hardware, Software, Systems, Premises, Personnel, processing, methods, processes or procedures or other actions or measures in relation to restoration, reinstallation, repair, removal, retrieval, re-entering, recovery or replacement set out in the Business Continuity Plan but only to the extent that the existing Service Levels under schedule 5 (Service Level Agreement) or otherwise agreed using the Change Control Request Procedure or in respect of Additional Services cannot in any way be applied;
- (11) provision for an extended Business Continuity Event or Disaster

Recovery Event such as permanent loss of Premises; and

- (12) separate detailed plans in respect of responding to a Business Continuity Event, on the one hand, and responding to a Disaster Recovery Event, on the other hand (and including without limitation all Hardware, Software and Systems for responding to a Disaster Recovery Event).

2.9 The Service Provider shall ensure that the Business Continuity Plan is designed in such a way to ensure that:

- (A) the Business Continuity Plan does not depend on any Other Service Provider adjusting its Hardware, Software or Systems as a result of any Business Continuity Event or Disaster Recovery Event;
- (B) in the event of a Business Continuity Event or Disaster Recovery Event the security of the Services and the Service Systems is not compromised in any way by the Business Continuity Event or Disaster Recovery Event;
- (C) in the event of a Business Continuity Event or Disaster Recovery Event the Service Provider will still be able to make available datasets so that other Service Elements within the Services will be able to perform the Data synchronisations required in order to ensure consistent Data across the Services and Service Systems;
- (D) it allows the Services to be provided by the Service Provider in accordance with the Service Levels and that the Business Continuity Plan mitigates the adverse impact of a Business Continuity Event or Disaster Recovery Event;
- (E) the Business Continuity Plan is upgradeable and sufficiently flexible to support any changes to the business functionality and changes to the business processes facilitated and supported by the Services and/or the Service Systems in the future (including without limitation pursuant to clause 22 (Changes to Technology));
- (F) the Service Provider is able to respond to, and comply with, the instructions or directions of any civil and/or military authority (including without limitation the fire, police or army services) attending any Premises affected by a Business Continuity Event or Disaster Recovery Event, without affecting the Service Provider's compliance with schedule 14 (Security Policy) and the Security Plan; and
- (G) it otherwise complies with the provision of clause 57 (Security) and the Security Plan and schedule 14 (Security Policy).

3. **Testing**

3.1 Subject to paragraph 3.2, the Service Provider shall at its own cost and expense Test all aspects of the Business Continuity Plan (including without limitation the Business Continuity Services and the Business Continuity Infrastructure) in accordance with the Business Continuity Test Schedule and as a minimum;

- (A) during Ready for Service Testing;

- (B) once in each six (6) Month period in respect of Core IT Systems; and
- (C) in all other cases once in each twelve (12) Month period taken from Notice of Agreement to Operate being issued to TfL,

in each case at a time agreed in writing with TfL in advance.

3.2 TfL shall be entitled to require the Service Provider to conduct the Testing envisaged under paragraph 3.1, in part or in full, more frequently than as set out in paragraph 3.1 if:

- (A) TfL agrees to pay the Service Provider's reasonable costs in carrying out such Tests; or
- (B) it reasonably believes that the Service Provider is not complying with its requirements under this schedule; or
- (C) there is a loss of service or failure to meet all Service Levels due to an event that TfL reasonably believes to have been a Business Continuity Event or Disaster Recovery Event.

3.3 If TfL has requested the Service Provider to conduct Testing pursuant to paragraph 3.2(B), the Service Provider's reasonable costs (as notified in advance in writing and calculated at the rates specified in Annex G to schedule 9 (Change Control Request Procedure)) shall be borne by TfL unless the Tests fail as determined in accordance with the provisions of schedule 4 (Testing Regime), in which case the costs and expenses (including without limitation TfL's and any Other Service Provider's or Third Party's costs and expenses) shall be borne by the Service Provider.

3.4 The Service Provider shall undertake and manage the Testing envisaged under this paragraph 3 in full consultation with TfL and any Other Service Provider or any Third Party nominated by TfL and will liaise with TfL in respect of the planning, performance and review of each Test.

3.5 The Service Provider shall participate in the Testing envisaged under this paragraph 3 with Other Service Providers, or any Third Party, as TfL may require from time to time.

4. **Business Continuity Services and Business Continuity Infrastructure**

4.1 The Service Provider shall ensure that the Business Continuity Services and the Business Continuity Infrastructure comply with the Security Policy and clause 57 (Security).

4.2 The Service Provider shall provide the Business Continuity Services and the Business Continuity Infrastructure in accordance with:

- (A) the Statement of Requirements; and
- (B) the Design Documents.

4.3 Notwithstanding paragraph 4.2, the Service Provider shall ensure that appropriate Business Continuity Services and Business Continuity Infrastructure shall be provided by it or to it by its Sub-Contractors in accordance with the Business

Continuity Plan and the requirements of this schedule. The Service Provider shall ensure that the Sub-Contractors' business continuity plans and disaster recovery plans shall be integrated into and comply with the Business Continuity Plan and the Sub-Contractors' business continuity and disaster recovery infrastructure is integrated into the Business Continuity Infrastructure.

- 4.4 TfL shall use reasonable endeavours to ensure that appropriate services are provided by Other Service Providers to enable the Service Provider to supply the Business Continuity Services and the Business Continuity Infrastructure in accordance with this Agreement.
- 4.5 The Service Provider shall ensure that spares, maintenance equipment and Test equipment are available for use at the Premises in order to support and maintain provision of the Business Continuity Services and Business Continuity Infrastructure.
- 4.6 In the event that the Premises are unavailable or inaccessible due to a Disaster Recovery Event, or a Business Continuity Event affects any Services, the Service Provider shall ensure that all Services that would otherwise be provided from or via those Premises (including without limitation all support and maintenance envisaged under this Agreement and contact information and methods identified in the Communication Plan) continue to be provided through the Business Continuity Infrastructure independent of the Premises by redirecting the provision of such Services to the Business Continuity Premises.
- 4.7 The Service Provider shall ensure that for all Business Continuity Premises there is a named Business Continuity Premises manager who shall be responsible for executing the Business Continuity Services at each such set of Business Continuity Premises.
- 4.8 The Service Provider shall ensure that there is a named overall Business Continuity manager responsible for executing the Business Continuity Services and providing the Business Continuity Infrastructure and who shall act as a point of contact for TfL.
- 4.9 The Service Provider shall ensure that there is a named emergency management team which shall act as a point of contact for TfL and be available 24 hours a day, 7 days a week including in the event of a Business Continuity Event or a Disaster Recovery Event.
- 4.10 The Service Provider shall ensure that the Service Systems, including but not limited to the Business Continuity Infrastructure, permit remote access, monitoring and control of elements of the Service Systems sited or situated at the Premises. The Service Provider shall ensure that these remote facilities are usable from the Business Continuity Premises to permit management and access to Data and ensure that there is no loss of Data should the Premises be unavailable or evacuated.
- 4.11 The Service Provider shall ensure that the Business Continuity Infrastructure is at all times equipped with versions of the Service Systems Software that are in the same release state to those used in the rest of the Service Systems.

5. **TfL's Right to Inspect**

Without prejudice to any other rights of TfL under clause 49 (Audit and Inspection) or any other provisions of the Agreement, TfL may inspect any Premises, Systems, Hardware or Software to identify any circumstances which caused or may cause (at TfL's absolute discretion) the Business Continuity Plan to be invoked. The Service Provider shall make available all relevant information, Data, assistance, facilities, access and Personnel in relation to such inspection or circumstances.

6. **General**

- 6.1 The Service Provider shall ensure that the Business Continuity Plan complies, the Business Continuity Services comply and the Business Continuity Infrastructure complies, as a minimum, with Good Industry Practice and schedule 28 (Service Provider's Solution).
- 6.2 The Service Provider agrees that, in determining what constitutes Good Industry Practice, TfL may provide any information, data or documentation to any Third Party in order to assess Good Industry Practice or whether Good Industry Practice is being complied with pursuant to paragraph 6.1 and TfL may, subject to the Service Provider's right to dispute any Third Party assessment in accordance with clause 91 (Dispute Resolution), require the Service Provider to review and resubmit the Business Continuity Plan and the Business Continuity Test Schedule for Approval pursuant to paragraph 2.3 based upon that Third Party's assessment of Good Industry Practice.
- 6.3 The Service Provider shall implement the relevant provisions of the Business Continuity Plan in accordance with the applicable timescales specified in the Business Continuity Plan (or, if no such timescales are specified, as soon as possible) following the occurrence of a Business Continuity Event or Disaster Recovery Event, provided that the Service Provider shall be under no obligation to implement the Business Continuity Plan if the Service Provider can demonstrate to the satisfaction of TfL (acting reasonably) that:
- (A) the Service Provider is able to provide the Services at the level of performance required under the Service Level Agreement otherwise than through the implementation of the Business Continuity Plan; and
 - (B) either:

- (1) there is only a remote risk that the relevant Business Continuity Event or Disaster Recovery Event will affect the Services, Service Systems, Services Data, Premises or Personnel;
- (2) only a negligible portion of the Services, Service Systems, Services Data, Premises or Personnel would be affected by the relevant Business Continuity Event or Disaster Recovery Event; or
- (3) the implementation of the Business Continuity Plan would be against the best interests of TfL under the circumstances.

6.4 The Service Provider agrees that the Service Levels shall continue to apply if a Business Continuity Event or Disaster Recovery Event occurs.

6.5 Without limiting paragraph 6.4, the Service Provider shall ensure that the Services, Service Systems, Services Data, Premises or Personnel (or any part of the Services, Service Systems, Services Data, Premises or Personnel) used to provide the Services in accordance with the provisions of this Agreement are resumed as soon as possible (and in any event within the time frames set out in the Business Continuity Plan) following a Business Continuity Event or Disaster Recovery Event (as applicable) in place of the Business Continuity Infrastructure or Business Continuity Services or any other alternative, additional or replacement Hardware, Software, Systems, Premises, Personnel, processing, methods, processes or procedures as set out in the Business Continuity Plan.

6.6 The Service Provider shall only cease to follow the Business Continuity Plan, use the Business Continuity Infrastructure or provide the Business Continuity Services (following a Business Continuity Event or a Disaster Recovery Event) once TfL has agreed in writing that the Service Provider may do so, provided that TfL shall not withhold its agreement if the Service Provider can demonstrate to the satisfaction of TfL (acting reasonably) that:

- (A) the Service Provider is able to provide the Services at the level of performance required under the Service Level Agreement otherwise than through the implementation of the Business Continuity Plan; and
- (B) either:
 - (1) there is only a remote residual risk that the Business Continuity Event or Disaster Recovery Event will continue to affect the Services, Service Systems, Services Data, Premises or Personnel;
 - (2) only a negligible portion of the Services, Service Systems, Services Data, Premises or Personnel continue to be affected by the Business Continuity Event or Disaster Recovery Event; or
 - (3) the continuing implementation of the Business Continuity Plan or provision of the Business Continuity Services would be against the best interests of TfL under the circumstances.