# Global Services Agreement

### between

# XYZ Corporation

### and

# HCL Technologies Limited

### effective as of

### 23 January 2009

**GLOBAL SERVICES AGREEMENT**

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# GLOBAL SERVICES AGREEMENT

This Global Services Agreement is made by and between XYZ Corporation, an entity incorporated under the laws of Finland and having its principal place of business at Keilalahdentie 4, FIN – 02150 Espoo, Finland, including its Affiliates ("**XYZ**") and HCL Technologies Limited, incorporated and registered in India with company number 55-46369**,** whose registered office is at 806, Siddharth, 96, Nehru Place, New Delhi – 110019, India (the "**Service Provider**") and is effective as of 23 January 2009 (the "**Effective Date**").

## BACKGROUND

(A)     XYZ is a developer, manufacturer and supplier of sophisticated communications equipment and terminals, accessories and connectivity solutions, including advanced internet communication and entertainment services;

(B)     Service Provider has expertise in and is a world-class provider of information technology services and other related services;

(C)     Prior to the Effective Date, XYZ was receiving information technology, managed end user services and other related services from various outsourcing providers and their subcontractors (the "**Former Providers**");

(D)     XYZ issued a Request For Proposal to Service Provider for the provision of information technology services ("**XYZ RFP**") and Service Provider provided a proposal in response to the XYZ RFP (the "**Service Provider RFP Response**"); and

(E)     Service Provider understands that XYZ's brand and business reputation is critical to XYZ's success, and that XYZ operates in a highly competitive global market that requires XYZ's information technology, infrastructure processes and services to be highly responsive, flexible and stable.

THEREFORE, the Parties agree as follows:

## 1.     DEFINITIONS

Defined terms used in these Main Terms have the meanings set forth in Appendix 1 (Definitions).  Other terms used in these Main Terms are defined in the context in which they are used and have the meanings there indicated.

## 2.     GOALS AND OBJECTIVES

2.1     XYZ and Service Provider intend to establish a long-term, collaborative, mutually beneficial, strategic business relationship.  The Parties agree that the goals and objectives of this Agreement are to:

(A)     Provide process and Systems to enable rapid response to Service Requests, 24 hours a day, 7 days a week;

(B)     Mitigate and rectify Incidents in an expedited manner;

(C)     Deploy and utilize industry best-practices and standards;

(D)     Improve XYZ's overall end user care service quality;

(E)     Ensure end user satisfaction from day one and at all times by end-to-end problem management and continuous improvement in Services;

(F)     Ensure that XYZ receives high quality service and benefit from any advances in technology and service enhancement over time; and

(G)     Establish a collaborative relationship between the Parties and XYZ's other information technology services providers to provide integrated and comprehensive IT solutions within the scope of Service Provider's responsibilities under this Agreement.

2.2     The goals and objectives set forth above are a general statement of the goals and objectives to be accomplished by this Agreement, and do not alter either Party's express obligations or the plain meaning of the terms and conditions under this Agreement. However, to the extent the terms and conditions of this Agreement are unclear or ambiguous, such terms and conditions are to be construed so as to be consistent with the goals and objectives set forth above.

## 3.     CONTRACT STRUCTURE

3.1     <u>Global Services Agreement and Other Agreements</u>.

(A)     Global Services Agreement.

This Agreement contains (1) general principles of the global relationship between XYZ and Service Provider, (2) terms and conditions governing their global relationship, (3) appendices setting forth, inter alia, a description of the Services, Service Levels and Performance Credits, service locations, technical requirements, architectural requirements, security requirements, human resource terms, data privacy, pricing and payment terms, Transition Services, Transformation Services, reporting requirements, Assigned Agreements, Retained Agreements, Managed Agreements, global relationship governance and change management procedures, and other matters. This Agreement includes certain mechanisms designed to facilitate efficient changes to the scope of the Services, allowing the Parties to modify the scope of Services without altering the terms and conditions of this Agreement, other than those necessary to describe the changes to the scope of Services and any corresponding changes to the Service Levels and applicable Fees.

(B)     Global Asset Transfer Agreement.

If the Parties elect to effect the transfer of assets from XYZ to the Service Provider in connection with the Services, then such transfer of assets shall be pursuant to a written global asset agreement to be agreed by and between XYZ and the Service Provider, and any local agreement by their respective local entities as required under Applicable Laws or as agreed by the Parties (the "**Global Asset Transfer Agreement**" or "**GATA**"). The GATA will contain (1) master terms and conditions concerning the transfer of certain XYZ assets, and (2) attachments listing such assets, and other matters.

(C)    Local Services Agreements.

In addition, XYZ will cause certain of its local entities set forth in Appendix 2 (Local Services Agreements) and Service Provider will cause certain of its local entities set forth in Appendix 2 (Local Services Agreements), to enter into Local Services Agreements (the form of which is set forth in Appendix 3 (Form of Local Services Agreement)) pursuant to which Service Provider's local entities will provide to XYZ or XYZ's local entities certain Services in the covered countries.  XYZ has the right, upon notice to Service Provider, to designate a local entity (in addition to those set forth on Appendix 2 (Local Services Agreements)) to enter into and receive Services under a Local Services Agreement with Service Provider or the applicable Service Provider's local entity.  Upon such designation by XYZ, the Parties will cause their respective local entities, where applicable, to enter into a Local Services Agreement.  Subject to Section 3.3 and Section 14.6, Service Provider shall be fully responsible for the obligations of any such local entities and XYZ shall similarly be fully responsible for the obligations of XYZ's local entities.  Each Local Services Agreement will contain, as applicable:

(1)    A statement incorporating by reference the terms of this Agreement;

(2)    Variations to the terms and conditions of this Agreement required by Local Law;

(3)    Human resource provisions required by Local Law concerning the transfer of any personnel to Service Provider in connection with the Local Services Agreement;

(4)    Provisions related to the transfer of assets between the Parties' local entities entering into the Local Services Agreement; and

(5)    A list of, and terms related to, any Managed Agreements, Retained Agreements or Assigned Agreements to be managed by or assigned to Service Provider's local entity under the Local Services Agreement.

Services provided to XYZ's local entities will not vary from the Services described in or authorized pursuant to this Agreement.  Service Provider's local entities and XYZ's local entities will not be permitted to make or accept any variations to the Services unless such variations are permitted under this Agreement.

3.2    Order of Precedence.

Except as otherwise expressly set forth in this Agreement or as required by Applicable Laws, the following order of precedence will govern any conflict or inconsistency between these Main Terms, the GATA (if any), the Local Services Agreements, the Appendices to this Agreement, attachments to the GATA (if any), and the attachments to the Local Services Agreements:

(A)    the Local Services Agreements;

(B)      attachments to the Local Services Agreements;

(C)      these Main Terms;

(D)      the Appendices to this Agreement;

(E)      the GATA, if any;

(F)      the attachments to the GATA, if any; and then

(G)      other documents incorporated by reference into this Agreement or referred to by this Agreement.

3.3      <u>Permitted Users</u>.

(A)      The Parties to this Agreement are as set forth in the introduction to this Agreement.  Subject to the terms of this Section 3.3, Service Provider shall support Permitted Users (provided that where such Permitted Users are not within XYZ or a XYZ Affiliate, they are from an entity with whom XYZ  has a bona fide commercial relationship which is not solely limited to the re- sale of the Services (e.g., on a service bureau basis)).  With respect to any of  the foregoing, XYZ may measure usage and establish reimbursement mechanisms for their use of the Services, which reimbursement mechanisms may include allocations of XYZ overheads beyond the Fees paid by XYZ to Service Provider under this Agreement.

(B)      Permitted Users may place orders for Services either through XYZ Corporation, or as directed by XYZ Corporation, directly with Service Provider, and may benefit from Services provided to XYZ, and Services provided to such Permitted Users shall be deemed to be Services provided to XYZ Corporation (provided that where such Permitted Users are not within XYZ or a XYZ Affiliate, they are from an entity with whom XYZ has a bona fide commercial relationship which is not solely limited to the re-sale of the Services (e.g., on a service bureau basis)).

(C)      Each Party agrees that it will not allow its Affiliates, subcontractors, agents or other parties that it owns or controls or, in the case of XYZ, any Permitted  User ("**Related Party**") to bring a claim against the other Party under, or  related to, this Agreement, and shall procure that all formal disputes between the Parties (including any which impact upon a Related Party) will be commenced and managed  as  between  XYZ and Service  Provider.  If a Related Party purports to initiate a dispute under this Agreement or under a Local Services Agreement, neither XYZ Corporation or HCL Technologies shall suffer any detriment or be precluded from prosecuting or defending any dispute as a result thereof; *provided, however,* either Party may petition to participate in such claim as intervenors and if such Party does not have  standing under Local Law to prosecute a claim, then such claim may be prosecuted in the name of the Related Party concerned, provided that XYZ Corporation or HCL Technologies, as appropriate, affirms such claim and  gives notice to the other Party thereof and the circumstances requiring such claim to be prosecuted in the name of its Related Party (and provided that the

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obligation to reimburse payments over the Excess Amount, as defined below shall still apply). Notwithstanding the foregoing, in any case, recourse may be had to any appropriate local courts in respect of a XYZ Affiliate or Service Provider Affiliate seeking urgent injunctive or other urgent interim relief and either local party may defend such claim in local courts. If, notwithstanding the provisions of this Section 3.3, a Related Party brings a claim and is awarded damages above the limitation of liability amount set forth in Section 22.2(B) that is not excluded from such limitations of liability under Section 22.2(C) ("**Excess Amount**") in a final, non-appealable judgment from a court of competent jurisdiction, then the Party who had agreed to procure that such Related Party would not bring such a claim will reimburse the other Party the Excess Amount actually paid to the Related Party resulting from such claim. For the avoidance of doubt, the Excess Amount due to the non-breaching Party under this Section 3.3(C) will be unlimited, and Section 22 shall not apply.

3.4    Data Validation.

In no event shall this Agreement be subject to modification, adjustment or amendment resulting from any post-execution data validation or other due diligence.

**4.    SERVICES**

4.1    General.

Service Provider will provide the following services, functions and responsibilities, as they may evolve during the Term and as they may be supplemented, enhanced, modified or replaced (collectively, the "**Services**"):

(A)    the services, functions and responsibilities described in this Agreement, any Project Order, or New Services Amendment (as may be amended in accordance with Section 27.1);

(B)    any of the services, functions and responsibilities associated or related tasks performed by (i) Transitioned Employees or, (ii) third party personnel engaged by a Former Provider and their subcontractors in providing similar scope of Services, provided in each case that such services or tasks are either within the scope of Section 4.1(A) or Section 4.1(C); and

(C)    any services, functions, or responsibilities that are reasonably required and are a natural and implied part of the proper performance and provision of services of the type described in this Agreement, regardless of whether they are specifically described in this Agreement (on the basis that any such services, functions, or responsibilities shall therefore be deemed to be implied by and included within the scope of the services to be provided by Service Provider to the same extent and in the same manner as if specifically described in this Agreement).

4.2    Resources.

Except as otherwise expressly provided in this Agreement, Service Provider shall be

responsible for providing the facilities, personnel, and other resources as necessary to provide the Services.

4.3    Services Evolution.

Service Provider shall cause the Services and the skill sets of Service Provider Personnel to evolve and to be modified, enhanced, supplemented and replaced as necessary for the Services to keep pace with technological advances and advances in the methods of delivering services, where such advances are at the time pertinent in general use within the information technology industry or among large entities within XYZ's industry.  As an example, Services evolution shall include addition of functionality by Service Provider as is made possible with new Equipment and Software utilized by Service Provider during the Term.  Adjustments in Services in accordance with this Section shall be deemed to be included within the scope of the Services to the same extent and in the same manner as if expressly described in this Agreement.

4.4    Services Variable in Scope and Volume.

The Services may be variable in scope and volume.  Such variations will be provided for in the pricing mechanisms set forth in Appendix 12 (Fees).  To the extent that Service Provider is responsible for providing the resources used to provide the Services, it shall be responsible for adjusting those resources to accommodate the changes in scope and volume in such a manner as to comply with all Performance Standards.  Service Provider shall not be entitled to receive an adjustment to the charges except as set forth in Appendix 12 (Fees).

4.5    Manner of Performance.

(A)    Except as otherwise provided in this Agreement with respect to one or more Support Services, Service Provider shall perform each Support Service in accordance with generally accepted industry best practices for that Support Service.  If a provision of this Agreement specifies or otherwise regulates the manner in which Service Provider is required to perform one or more Support Services, Service Provider must perform those Support Service in accordance with those provisions.

(B)    Service Provider shall at all times perform the Services in compliance with (1) all applicable XYZ architectures, standards, required interfaces, strategic direction, instructions, requirements, policies, and procedures as from the date made available to Service Provider by XYZ; and (2) the Procedures Manual; and (3) the Solution; provided that any changes in XYZ's architectures, standards, required interfaces, strategic direction, instructions, requirements, policies, and procedures resulting in changes to the scope and nature of Services, or material changes in the manner in which they are required to be provided will be governed by the Change Control Procedure.

(C)    Except as otherwise provided in this Agreement, Service Provider shall have end-to-end responsibility for the performance of the Services, without regard to Service Provider's use of Approved Subcontractors (if any), Service Provider Affiliates, or any third party products or suppliers.  Service Provider

shall perform all tasks necessary to complete the Services in a timely and efficient manner, using its methodology and tools as tailored to XYZ.

4.6     Integration and Management.

Service Provider shall manage and perform the Services in an integrated manner without regard to technology platform. Service Provider shall proactively interact and coordinate with other service providers that deliver services related to the Services so that the Services are fully integrated with XYZ's other information technology services and related business operations. If Service Provider utilizes a third party, including an Approved Subcontractor, to provide all or a portion of a Service, Service Provider shall be responsible for proactively managing that third party so that the third party performs in accordance with this Agreement.

4.7     Services Performed by XYZ or Third Parties.

(A)     XYZ retains the right to perform itself, or retain third parties to perform, any of the Services. XYZ will provide Service Provider with at least thirty (30) days notice prior to withdrawing any substantial portion of the Services from the scope of Services under this Agreement.

(B)     In the case of XYZ's withdrawal of Services under Section 4.7(A), the charges shall be equitably reduced to reflect those Services that are no longer required; provided that: (1) the variable rates described in Appendix 12 (Fees) and any other pricing provisions in this Agreement shall be used as applicable; and (2) the rates applicable to the remaining Services shall not be increased unless otherwise permitted under Appendix 12 (Fees).

(C)     If XYZ performs any of the Services itself, insources Services (in whole or in part), or retains third parties to provide Services, Service Provider shall cooperate with XYZ or such third parties. Such cooperation shall include: (1) making the XYZ Facilities or other dedicated facilities being used by Service Provider to provide the Services available (as necessary or desirable for XYZ or a third party to perform its work); (2) making the Equipment and Software available (limited only by the restriction in the underlying agreements with unaffiliated third parties existing prior to the Effective Date); and (3) providing such information regarding the operating environment, system constraints and other operating parameters as a person with reasonable commercial skills and expertise would find reasonably necessary for XYZ or a third party to perform its work.

(D)     Service Provider shall promptly notify XYZ if an act or omission of such a third party may cause a problem or delay in providing the Services and shall work with XYZ to prevent or circumvent such problem or delay. Third parties retained or directed by XYZ to work with Service Provider to provide the Services shall comply with confidentiality obligations set forth in Appendix 21 (Confidentiality Agreement).

4.8     On-Going Initiatives.

If the Parties agree in connection with the Services for Service Provider to perform

and manage completion of on-going initiatives and projects, such on-going initiatives and projects will be described in a new appendix to these Main Terms and subject to a New Services Amendment.  Such on-going initiatives and projects will be priced and managed as Projects.

4.9     Projects.

From time to time during the Term, XYZ may engage Service Provider to perform a Project subject to a separate Project Order, as agreed by the Parties on a case-by-case basis.  Projects will be performed on a fixed cost or time and materials basis at the applicable rates set forth in Appendix 12 (Fees).  Service Provider shall perform each Project, complete all milestones and provide all Service Results in accordance with the Project Order and the terms and conditions of this Agreement.

4.10    New Services.

(A)     From time to time during the Term, XYZ may seek to add one or more New Services under these Main Terms.  XYZ shall provide Service Provider with  a description of such New Services setting out the services, functions and responsibilities within such New Services.  Service Provider shall prepare a proposal to XYZ regarding the New Services setting out its proposed  Solution, including:

(1)     how Service Provider would perform the New Services;

(2)     the proposed Fees for the New Services, consistent with the then current pricing mechanisms for other Service as set forth in Appendix 12 (Fees);

(3)     when appropriate, a Transition Plan and/or Transformation Plan, including a schedule for commencing the New Services;

(4)     the proposed (a) description of Services, (b) Service Results, (c) technical, operational, functional and non-functional specifications and other parameters, and (d) the proposed Service Levels;

(5)     when appropriate, a description of any new Software or Equipment to be provided by Service Provider in connection with such New Service;

(6)     when appropriate, acceptance test criteria and procedures for any new software or any products, packages or components of the New Service;

(7)     a description of the human resources and competences necessary to provide the New Service, including any provisions concerning employee transfers;

(8)     a draft Disengagement Plan for the New Services, or an update or supplement to the then-current Disengagement Plan for the Services, which shall be prepared following the procedures set out in this Agreement;

(9)    when appropriate, a draft update or supplement to the then-current disaster recovery plan and Procedures Manual in respect of the New Services; and

(10)   any other information related to the New Services reasonably requested by XYZ.

(B)    XYZ shall review Service Provider's proposal and may request changes. Service Provider shall consider and the Parties shall negotiate in good faith to reach an agreement for the provision of such New Services.  Once an agreement is reached, the Parties shall prepare a New Services Amendment to this Agreement, consistent with Appendix 19 (New Service Amendment), reflecting the New Services.  Once such amendment is executed, at XYZ's option the New Services shall become part of the Services under this Agreement.

(C)    XYZ shall not be obligated to pay for any New Services or any other service that fall outside the scope of this Agreement and Service Provider shall not be obligated to perform or incur any liability for not performing any New Services unless XYZ has approved such New Services or other service in accordance with this Section 4.10.

4.11   Services Locations.

(A)    The Services will be provided to all locations designated by XYZ, including locations that may not be owned or controlled by XYZ.  XYZ may add and remove XYZ locations at any time during the Term.  The treatment of incremental costs incurred by Service Provider in connection with such additions or removals of XYZ locations will be determined in accordance with Appendix 12 (Fees).

(B)    Service Provider will provide the Services only from the Authorized Service Locations.  Any changes proposed by Service Provider to the Authorized Service Locations will be subject to the Change Control Procedures.  If Service Provider proposes to provide the Services from a location from which Service Provider or a third party provides services to any XYZ Competitor, then, prior to providing any of the Services from such location, Service Provider shall develop a process, subject to XYZ's approval, to restrict access to XYZ Information so that the Service Provider Personnel or the third party's employees or Approved Subcontractors providing services to the XYZ Competitor do not have any unauthorized access to XYZ Information. The Parties acknowledge that the initial list of Authorized Service Locations set forth in Appendix 9 (Authorized Service Locations) meet the requirements of this Section 4.11. The Parties will review and finalize the initial list for Authorized Service Locations during the Transition Period, which final list shall be incorporated as part of Appendix 9 (Authorized Service Locations).

## 5.    TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date and, unless terminated, renewed or extended, shall expire on the fifth (5th) anniversary of the Service

Commencement Date ("**Initial Term**").  XYZ shall have the option (but not the obligation) to extend the Initial Term of this Agreement on then-current terms (including the agreed provisions regarding pricing for such extended periods, if any) for up to two (2) extension periods of up to one (1) year each ("**Renewal Term(s)**"). XYZ shall notify Service Provider at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term if XYZ desires to extend the Term for an additional Renewal Term.

**6.    TRANSITION AND TRANSFORMATION**

6.1    Transition Generally.

(A)    Service Provider will perform all functions and services necessary to accomplish the Transition Services and to transfer the Service from the Former Providers and XYZ (as applicable) to Service Provider (the "**Transition**") in accordance with and on or before the applicable dates specified in the Transition Plan.  Service Provider will take project ownership of the Transition during the entire Transition Period, and will be fully responsible for performing the activities set forth in the Transition Plan, other than those assigned to XYZ or XYZ agents (including, for the avoidance of doubt,  the Former Providers and their subcontractors) in the Transition Plan; *provided, however,* that Service Provider will use Commercially Reasonable Efforts to manage such Former Providers and their subcontractors.  Service Provider will perform its obligations under the Transition Plan without causing a disruption to XYZ's business (other than insubstantial or unavoidable disruptions specified in the Transition Plan).

(B)    Service Provider will work closely with the Former Providers to facilitate the performance of the Transition in such a manner as to ensure that, throughout the Transition Period, (1) the Services that Service Provider has assumed responsibility to provide in accordance with the Transition Plan are provided to XYZ, without interruption, at a level at least as high as such similar  services were  provided  by the  Former Providers prior to the  Effective  Date, but in any event in accordance with agreed Service Levels as set forth in Appendix 6 (Service Levels), and (2) that Service Provider does not cause the Former Providers to fail to meet their respective relevant service levels.

(C)    If Service Provider's solution involves migration of any Services to an Authorized Service Location, Service Provider's responsibilities with respect to the Transition will include: (1) establishing communications lines and network connections, and providing Equipment, Software, consumables, records and supplies, as made necessary by the Transition (including any necessary transitional Equipment); (2) maintaining the Services without disruption and not otherwise disrupting XYZ's business operations (other  than to the extent unavoidable or in an insubstantial disruptions specified in  the Transition Plan); (3) paying all costs associated with the Transition, including communications lines costs (both installation and ongoing); (4) having necessary resources in place to fulfill its obligations and responsibilities; and (5) otherwise performing such transition tasks as are reasonably necessary to enable Service Provider to provide the Services.

(D)     XYZ may monitor, test and otherwise participate in the Transition. Service Provider shall immediately notify XYZ through governance if such monitoring, testing or participation has caused (or in Service Provider's reasonable opinion may cause) a material problem or delay in the Transition, and work with XYZ to prevent or circumvent such problem or delay.

6.2     <u>Transition Plan, Milestones and Fees</u>.

(A)     The Transition Plan defines the schedule, Service Results, acceptance criteria, acceptance testing, and the role and responsibility of each Party to accomplish the Transition. XYZ will have the right to test all Service Results from the Transition and final acceptance of such Service Results and Key Transition Milestones will only occur upon XYZ's written acknowledgment, on a case-by-case basis, that such Service Results, Key Transition Milestones and the Transition Services have been accepted. XYZ shall cooperate with Service Provider by performing those responsibilities specifically set forth as XYZ responsibilities in the Transition Plan.

(B)     In the event and to the extent of a delay in the Transition caused by Service Provider which is not corrected during the applicable cure period specified in Section 4.2 of <u>Appendix 5</u> (Transition Plan), XYZ shall not be required to pay any Transition Fees until Service Provider has cured such delay, and XYZ shall have the right to request reimbursement from Service Provider of any and all of XYZ's costs and expenses XYZ incurs as a result of such delay, to an amount equal to one-hundred percent (100%) of the total Transition Fees. For the avoidance of doubt, if Service Provider fails to cure such delay within the applicable cure period, then all XYZ's costs and expenses incurred during such cure period shall be available for XYZ to claim. XYZ shall promptly notify Service Provider of any material expenditure after it is incurred.

(C)     The amounts payable by XYZ to Service Provider for the Transition are set out in <u>Appendix 12</u> (Fees) under the heading "Transition Fees" (the "**Transition Fees**"). XYZ shall not be responsible to Service Provider for any costs and expenses incurred by Service Provider and will not pay Service Provider any amounts in connection with the Transition other than the Transition Fees.

6.3     <u>Transformation</u>.

(A)     If the Parties agree that Service Provider will provide Transformation Services as part of the Support Services or New Services, then the Service Provider will manage the Transformation as a project, with a project plan, allocation of responsibilities, specifications, Service Results, project milestones, acceptance criteria and testing, covenants that Service Results will conform to XYZ specifications, requirements, in each case as documented in a transformation plan ("**Transformation Plan**"). Such Transformation Plan will be attached to this Agreement as part of <u>Appendix 5</u> (Transition Plan), and will be governed by these Main Terms. XYZ will have the right to test all Service Results from the Transformation and final acceptance of such Service Results will only occur upon XYZ's written acknowledgment, on a case-by-case basis,

that such Service Results and the Transformation Services have been accepted. The Transformation end date will not be extended without XYZ's prior written consent.

(B)     In the event that the Transformation is not completed on schedule or if Service Provider fails to meet the acceptance criteria by the scheduled completion date, then Service Provider will: (1) pay XYZ credits in the amounts set forth in the Transformation Plan and subject to such caps as may be agreed therein until the Transformation has been completed and accepted by XYZ; and (2) provide XYZ the benefit of any improved pricing on the schedule that such pricing would have come into effect if the Transformation were completed according to the agreed schedule, if and to the extent agreed in the Transformation Plan.

(C)     The XYZ resources needed for the Transformation shall be set forth in the Transformation Plan.  In the event that the costs, expenses or resources expended by XYZ in order to perform the Transformation exceed the resources set forth in the Transformation Plan, Service Provider will reimburse XYZ for the incremental costs and expenses mutually agreed between the Parties.

6.4     <u>Transition and Transformation Management</u>.

(A)     In the Transition Plan and the Transformation Plan, if any, Service Provider shall designate an individual who shall be responsible for the overall management and implementation of the Transition and Transformation, if any, on behalf of Service Provider (the "**Service Provider Transition and Transformation Manager**").  Service Provider shall also designate an individual for each country who will be responsible for managing and implementing the Transition and Transformation with respect to such country; provided, however, that (consistent with the schedule and scope of each country Transition and Transformation), Service Provider may assign one such individual to manage the country Transition and Transformation in more than one country.

(B)     The Service Provider Transition and Transformation Manager shall review with the XYZ Collaboration Manager, or a person or persons designated by the XYZ Collaboration Manager, the status of the Transition and Transformation as required by the Transition Plan and Transformation Plan as often as may be reasonably requested by the XYZ Collaboration Manager or the person(s) designated by the XYZ Collaboration Manager.

**7.     PERSONNEL TRANSFERS**

(A)     The transitioning of any employee of XYZ or any Former Provider to Service Provider will be in accordance with the terms and conditions set forth in <u>Appendix 23</u> (Human Resources); *provided, however,* that <u>Appendix 23</u> (Human Resources) shall only apply to any transitioning of any employee of XYZ or any Former Provider to Service Provider in relation to the Support Services.  Transitioning of any employee of XYZ or XYZ's former service provider to Service Provider in connection with New Services shall be

discussed and negotiated in good faith in accordance Section 4.10, and documented in a New Services Amendment.

(B)     The Parties hereby acknowledge and agree that the implementation of this Agreement in a particular jurisdiction may be subject to the mandatory prior information, approval and/or consultation with a union, works council or employee representative body.  No effect may be given to any provision of this Agreement in such jurisdictions until such mandatory requirements have been met.  In such jurisdictions, the Parties acknowledge that the provisions in <u>Appendix 23</u> (Human Resources) set forth the minimum commitments to be made by Service Provider (directly or through Service Provider Employing Entities) to Subcontractor Employees, and Service Provider and XYZ acknowledge that Applicable Laws may require both Service Provider Employing Entities and XYZ Employing Entities to negotiate  further and  agree with each other and with unions, works councils, and employee representatives further and/or alternative arrangements concerning the Subcontractor Employees.  The Parties wish to state expressly that no provision of this Agreement, including without limitation <u>Appendix 23</u> (Human Resources), is to have any effect or to be given any effect in countries where it would be unlawful to sign an agreement such as this Agreement, without first providing information to the employees/ representatives/works councils if that information has not yet been provided.

## 8.     SERVICE PROVIDER PERSONNEL

8.1     <u>Key Service Provider Personnel</u>.

(A)     There will be a number of Service Provider Personnel identified in <u>Appendix 10</u> (Key Service Provider Personnel) by name or position ("**Key Service Provider Personnel**").  Service Provider shall cause each of the Key Service Provider Personnel to devote substantially full time and effort to the provision of Services to XYZ either (1) until the end of Transition or (2) for a period of  eighteen (18) months from the date of assignment of such Key Service Provider Personnel designated in <u>Appendix 10</u> (Key Service Provider Personnel) or such shorter period as may be agreed by the Parties in writing, provided that, these individuals may be removed from the XYZ account by Service Provider as necessitated by disability, maternity leave, termination for cause, permanent voluntary resignation from Service Provider, death or other similar circumstances.   Each failure to comply with the retention periods for the Key Service Provider Personnel will result in payment of liquidated damages in the amount of fifty thousand (50,000) Euros, which will be credited against the invoice for the month following the month in which the non-compliance occurs.

(B)     XYZ may from time to time request that additional Service Provider Personnel be designated as Key Service Provider Personnel, subject to Service Provider's consent, which consent should not be unreasonable withheld or delayed.  XYZ will have the right to (1) interview and approve any personnel proposed to be designated as Key Service Provider Personnel; and (2) require Service Provider to remove and replace such personnel at any time from the

XYZ account.  Except at XYZ's request Service Provider may not transfer any Key Service Provider Personnel until XYZ has approved a suitable replacement.  No such transfers may occur or be required to occur in a time or a manner that would have an adverse impact on delivery of the Services.  So long as an individual is designated as a  Key Service Provider Personnel, and for twelve (12) months thereafter, Service Provider shall not assign such individual to perform services for the benefit of any XYZ Competitor. Service Provider shall establish and maintain up-to-date succession plans for the Key Service Provider Personnel and make such plans available to XYZ  on request.

8.2     Service Provider Account Executives.

Service Provider shall designate a Service Provider executive who will serve as the executive contact for XYZ related to the Services (the "**Service Provider Global Account Executive**").  The Service Provider Global Account Executive shall:  (A) be one of the Key Service Provider Personnel; (B) serve as the single point of accountability for Service Provider for the Services on a global-basis; (C) have day-to-day authority for undertaking to ensure XYZ's satisfaction, including authority to commit Service Provider resources to the XYZ account and obtain access to the Service Provider executive leadership team to undertake necessary and appropriate actions to meet XYZ's needs; (D) receive compensation that includes significant financial incentives reasonably satisfactory to XYZ at the time of appointment and based  on XYZ's satisfaction with the Services; and (E) will be available at all times to XYZ.

8.3     Qualifications, Retention and Removal of Service Provider Personnel.

(A)     Service Provider shall assign an adequate number of Service Provider Personnel to perform the Services.  Service Provider Personnel shall be properly educated, trained and fully qualified for the Services they are to perform, including on-going training to stay current on changes in the XYZ  IT Service Portfolio and XYZ's businesses.  Service Provider shall ensure  that all Service Provider Personnel have the necessary government approvals, clearances, visa and work permits required by Applicable Laws.

(B)     Service Provider is responsible for the selection, supervision and control of Service Provider Personnel and for the fulfillment of any and all obligations and tasks of an employer that are provided for by any Applicable Laws and Service Provider shall ensure the same  for any Approved Subcontractor. Where relevant and applicable to the Services, as reasonably requested by  XYZ or as permitted by Applicable Laws, Service Provider shall  upon request provide XYZ with proof of fulfillment of  above mentioned employer's obligations as well as certificates evidencing tax domicile and excerpt of advance tax register and similar information. Service Provider Personnel that are assigned by Service Provider to perform the Services shall  be employees of Service Provider (and/or Approved Subcontractors, as  the case may be). Service Provider further agrees that Service Provider Personnel are subject to the sole supervision of Service Provider, notwithstanding the obligation of  such personnel to comply with any regulations or instruction of

XYZ provided for according to this Agreement.

(C)     Service Provider is an independent contractor to XYZ. Save as it may arise by virtue of Applicable Laws upon expiration of the Term or a termination of the Agreement, under no circumstances shall the relationship of employer and employee be deemed to exist between XYZ and Service Provider Personnel during the Term of this Agreement (or relevant part thereof). Service Provider acknowledges that Service Provider Personnel are not eligible to participate in any employee benefit plans or other benefits available to XYZ employees.

(D)     Service Provider commits to career enhancement opportunities for its Service Provider Personnel serving XYZ, including training, benefits and other activities designed to increase the likelihood that such Service Provider Personnel will remain dedicated and productive contributors to XYZ. Service Provider shall make training opportunities available to its Service Provider Personnel providing the Services so that they may: (1) develop technical skills, technology management skills, and professional skills; and (2) obtain industry certifications where available. The Parties may separately agree on any required training of Service Provider Personnel by XYZ. The basic competence development of such Service Provider Personnel shall however always be provided by Service Provider. Service Provider is responsible for any and all costs related to the training of the Service Provider Personnel unless otherwise explicitly agreed in writing by the Parties on a case-by-case basis.

(E)     XYZ and Service Provider agree that it is in their best interests to keep the turnover rate of Service Provider Personnel to a reasonably low level. Upon request by XYZ, Service Provider shall report on turnover of Service Provider Personnel assigned to XYZ's account. If XYZ believes that Service Provider's turnover rate may be excessive and so notifies Service Provider, Service Provider shall meet with XYZ to discuss the reasons for, and impact of, the turnover rate. Upon request by XYZ, Service Provider shall submit to XYZ its proposals for reducing the turnover rate, and the Parties shall mutually agree on a program to bring the turnover rate down to an acceptable level. In any event, Service Provider shall use Commercially Reasonable Efforts to keep the turnover rate to a reasonably low level, and notwithstanding transfer or turnover of Service Provider Personnel, Service Provider remains obligated to perform the Services without degradation and in accordance with this Agreement.

(F)     While at a XYZ Facility (or the premises of other Permitted Users receiving the Services under this Agreement), Service Provider Personnel shall comply with XYZ's requests, standard rules and regulations as from the date made available to Service Provider by XYZ regarding safety and health, personal and professional conduct (including adhering to general safety practices or procedures) and otherwise conduct themselves in a businesslike and professional manner. Service Provider shall, without undue delay, remove a member of Service Provider Personnel from the XYZ account if XYZ notifies Service Provider he or she is not conducting himself or herself accordingly.

(G)     All Service Provider Personnel must adhere to the confidentiality obligations as provided in this Agreement. Service Provider agrees that the Non-Disclosure Agreement set forth in Appendix 14 (Form of Non-Disclosure Agreement) will be signed by all Service Provider Personnel that have access to XYZ's Facilities or XYZ's information technology environment, systems and databases, whether locally or remotely.

(H)     If XYZ determines in good faith that the continued assignment to XYZ's account of one or more of Service Provider Personnel is not in the best interest of XYZ, then Service Provider shall within a reasonable period of time replace that person with another person of suitable ability and qualifications; provided, however, that Service Provider will continue to be responsible for the provision of Services in accordance with the Agreement, and provided further that, if such Service Provider Personnel is engaged in illegal activity or is engaged in conduct in breach of this Agreement, Service Provider shall remove such Service Provider Personnel immediately upon XYZ's request. If the person is performing services on a time and materials or other similar charging basis, there shall be no charge to XYZ for time spent transitioning between Service Provider Personnel (i.e., training, knowledge transfer, or otherwise bringing the replacement Service Provider Personnel up to date on the provision of the Services).

(I)     Service Provider will subject each proposed Service Provider Personnel, and will cause Approved Subcontractors to subject their personnel, to such background checks as XYZ may require in accordance with Service Provider's standard background checking procedures, which will include, at a minimum, (1) verifying such Service Provider Personnel's educational background, (2) verifying such Service Provider Personnel's professional background (e.g., work history), and (3) checking such Service Provider Personnel's criminal record ("**Background Check Requirements**"). Service Provider will conduct all such Background Check Requirements to the extent permitted under, and subject to, Local Law. Service Provider shall staff the XYZ account with a sufficient number of Service Provider Personnel and personnel from Approved Subcontractors who are willing to agree to, and able to pass, the Background Check Requirements. Service Provider's compliance with this Section 8.3(I) shall be at its sole cost and expense, except that XYZ will be responsible to check (1) each proposed Service Provider Personnel's criminal record (where permitted, and subject to, Local Law) at its costs for all Service Provider Personnel proposed to provide Services in Finland and (2) each proposed Approved Subcontractor's personnel's criminal record (where permitted, and subject to, Local Law) at XYZ's costs for all such personnel assigned to XYZ's account as of the Service Commencement Date; provided, however, that Service Provider uses Commercially Reasonable Efforts to require its Approved Subcontractors to assume all costs associated with satisfying the Background Check Requirements for their personnel. XYZ reserves the right to verify Service Provider's compliance with this sub-section, including that all proposed Service Provider Personnel met the Background Check Requirements. Service Provider shall, upon request, require a company officer to submit to XYZ written certification that each such Service Provider Personnel conforms to the Background Check

Requirements.

(J)     With respect to Services which are to be performed at Authorized Service Locations that are not under the exclusive control of Service Provider, Service Provider shall be responsible for: (1) being fully informed of the working conditions under which the Services will be performed; (2) employing such labor and such means and methods of carrying out the Services as required by such conditions; and (3) any costs (including costs of delays) incurred as a result of failing to meet the obligations under this Section 8.3(J).

(K)     Service Provider shall comply with all applicable legislation and regulations relating to health, safety and the environment, including the Business Charter for Sustainable Development (published by the International Chamber of Commerce in 1991) for environmental management. XYZ may, where appropriate, request improvements in Service Provider's practices to ensure compliance with the said practices and the XYZ Supplier Requirements for the environment, where applicable. Service Provider shall implement an environment management system based on the basic principles of ISO 14001 standard. Service Provider agrees to act in the spirit of internationally recognized social and ethical standards and XYZ's respective policies and Code of Conduct.

## 9.     RESPONSIBILITY FOR RESOURCES

9.1     Purchase of Assets.

If the Parties agree that Service Provider will purchase assets from XYZ under the GATA, such purchase shall be based on the terms set forth in the GATA.

9.2     Assigned, Managed and Retained Agreements.

(A)     Service Provider agrees that certain third party contracts such as leasing agreements, third party software license agreements and agreements with in-scope contractors may be assigned and transferred to Service Provider (and each Local Services Agreement, where applicable) ("**Assigned Agreements**"), to the extent permitted by Applicable Laws and the applicable Assigned Agreement and as agreed between the Parties. An initial list of the Assigned Agreements is set forth in Appendix 17 (Managed, Retained and Assigned Agreements) and may be amended by written agreement between the Parties. Effective upon such assignment, Service Provider or Service Provider's local subsidiary will assume all financial, operational and other obligations with respect to such Assigned Agreements and will be responsible for fulfilling all post-assignment payment and other obligations formerly imposed on XYZ under such Assigned Agreements. If the Parties agree that the Service Provider will use certain Equipment subject to lease agreements continuing beyond the Service Commencement Date, and such lease agreements cannot be assigned to Service Provider, Service Provider shall grant XYZ a credit equal to the amount of the lease payments to be made by XYZ, and Service Provider has the option to use such relevant Equipment.

(B)     Service Provider shall manage, administer and maintain the Retained

Agreements and the Managed Agreements (if any). Service Provider shall provide XYZ with reasonable notice of any renewal, termination or cancellation dates and fees with respect to any Retained Agreement or Managed Agreement. Service Provider will not renew, modify, terminate or cancel, or request or grant any consents or waivers under, any Retained Agreement or Managed Agreement without the consent of the appropriate entity or unit of XYZ; provided, however, that XYZ will consent to the modification, termination or cancellation of any Retained Agreement or Managed Agreement if Service Provider demonstrates to XYZ's reasonable satisfaction that the terms of such Retained Agreement or Managed Agreement are financially non-competitive or the performance of the service supplier thereunder is unsatisfactory. Service Provider will pay or discharge, as applicable, any fees or charges or other liability or obligation imposed upon XYZ or a XYZ Affiliate in connection with (1) any renewal, modification, termination or cancellation of, or consent or waiver under, the Retained Agreements or Managed Agreements, obtained or given without XYZ's consent, or (2) Service Provider's failure to comply with the terms of the Retained Agreements or Managed Agreements.

(C)    Service Provider will be financially responsible for and will pay the Managed Agreement Invoices and will be responsible for any late fees in respect of such invoices.

(D)    Service Provider shall (1) receive all Retained Agreement Invoices, (2) review and correct any errors in any Retained Agreement Invoices in a timely manner and (3) submit the Retained Agreement Invoices to XYZ within a reasonable time period prior to the due date or, if a discount for payment is offered, the date on which XYZ may pay the Retained Agreement Invoice with a discount, provided Service Provider has received the Retained Agreement Invoice in a timely manner, and if not, shall submit the same to XYZ promptly after having received it and having had a reasonable time (of not less than three (3) Business Days) in which to review such invoice and correct any errors. XYZ will pay the Retained Agreement Invoices received and approved by Service Provider. XYZ will only be responsible for payment of the Retained Agreement Invoices and will not be responsible to Service Provider for any management, administration or maintenance fees of Service Provider in connection with the Retained Agreement Invoices. XYZ will be responsible for any late fees in respect of the Retained Agreement Invoices, provided that Service Provider submitted the applicable Retained Agreement Invoices to XYZ for payment within the time period specified in subsection 9.2(D)(3) above. If Service Provider fails to submit a Retained Agreement Invoice to XYZ in accordance with this Section, Service Provider shall be responsible for any discount not received or any late fees in respect of such Retained Agreement Invoice.

9.3    Unidentified Agreements.

If within the first six (6) months after the Effective Date there is a third party agreement related to the Services that XYZ desires to make an Assigned Agreement or have Service Provider manage as a Managed Agreement or Retained Agreement

which is not identified on Appendix 17 (Managed, Retained and Assigned Agreements) and was not made known to Service Provider during the due diligence and negotiations preceding the Effective Date or a Local Services Agreement (an "**Unidentified Managed, Retained or Assigned Agreement**"), then:

(A)    XYZ and Service Provider will discuss in good faith whether to designate such Unidentified Managed, Retained or Assigned Agreement as a Managed Agreement, Retained Agreement or a Assigned Agreement according to its subject matter in a manner generally consistent with the subject matter of other Managed Agreement, Retained Agreement and Assigned Agreements;

(B)    If agreed between the Parties, the Unidentified Managed, Retained or Assigned Agreement will be added to Appendix 17 (Managed, Retained and Assigned Agreements) or appropriate Local Services Agreement(s) and the appropriate category as soon as it has been designated as a Managed Agreement, Retained Agreement or a Assigned Agreement;

(C)    XYZ, with Service Provider's assistance and at XYZ's overall cost, will obtain any required consents with respect to such Unidentified Managed, Retained or Assigned Agreement as soon as possible after it has been identified;

(D)    XYZ will pay or reimburse Service Provider for any fees payable to third parties necessary to obtain such consent with respect to such Unidentified Managed, Retained or Assigned Agreement; and

(E)    The Parties will manage any cost impact of the addition of such previously Unidentified, Managed, Retained or Assigned Agreement on the Services and Fees in accordance with the Change Control Procedures.

9.4    Performance Under Agreements.

Service Provider will promptly notify XYZ of any breach of, or misuse or fraud in connection with, any Assigned Agreement, Retained Agreement or Managed Agreement of which Service Provider becomes aware and will cooperate with XYZ to prevent or mitigate any such breach, misuse or fraud. Service Provider will pay all amounts due for any penalties or charges (including amounts due to a third party as a result of Service Provider's failure to promptly notify XYZ pursuant to the preceding sentence), associated taxes and legal expenses incurred by XYZ directly caused by Service Provider's non-performance of its obligations under this Agreement with respect to the Assigned Agreements, Retained Agreements, or Managed Agreements; provided that XYZ costs and expenses are reasonably incurred and XYZ has used Commercially Reasonable Efforts to mitigate such amounts due under Retained Agreements or Managed Agreements, provided that such mitigation will not relieve Service Provider from satisfying its ongoing obligations under this Section 9.

## 10.    INTELLECTUAL PROPERTY RIGHTS

10.1    XYZ Software and Tools.

To the extent the Parties agree that the use of XYZ's proprietary or third party

software or tools are necessary in order to facilitate the provision of the Services, XYZ will grant to Service Provider a limited right during the Term to have access to and use (A) XYZ's proprietary software and tools, and (B) to the extent permissible under the applicable third party agreements and subject to applicable consents, XYZ's third party software and tools, but only for the limited purposes of providing Services to XYZ, and provided such use will not result in additional cost to XYZ unless Service Provider agrees to bear such cost. As between XYZ and Service Provider, Service Provider Affiliates and Approved Subcontractors, all enhancements and modifications to XYZ's software and tools developed by Service Provider and its Approved Subcontractors will be owned exclusively by XYZ or its licensors.
Service Provider will have no rights or interests in XYZ software and tools except for the limited right set forth this Section 10.

10.2    Service Provider Software, Tools and Service Provider Materials.

XYZ will have the right to approve any Service Provider Materials and Service Provider Third Party Materials (both proprietary and third party) prior to Service Provider's use to provide the Services. During the Term and during any Disengagement Assistance Period, Service Provider shall provide all reasonably required access to all Service Provider Materials used to provide the Services to XYZ or XYZ's designated third party service provider (including on-site support, help-desk, monitoring of the Services and integration of the Service Provider and Service Provider Materials with XYZ or a third party's software or systems).
Service Provider shall grant, during the Term and during the provision of Disengagement Assistance Services, a global, irrevocable, fully paid-up, non-exclusive, non-transferable (except to Affiliates of XYZ or pursuant to a reorganization or change in control of XYZ) license to use, to sublicense, (and to permit a third party to use in connection with providing the Services to XYZ), Service Provider's software, tools and Service Provider Materials used to provide the Services, if and to the extent required to enable XYZ to obtain the benefit of the Services or to enable it to implement replacement services.

10.3    Pre-Existing IPR.

Any intellectual property rights existing at the Effective Date or independently developed without using any Information disclosed by the other Party during the Term as proven by contemporaneous documents ("**Pre-Existing IPR**") and Service Provider Materials shall remain vested in the Party owning it. No rights to Pre-Existing IPR is granted to the other Party save as expressly otherwise stated in this Agreement. To the extent Service Provider's Pre-Existing IPR, Service Provider Materials or third party material is incorporated in any Service Result or Service Provider Materials, as the case may be, Service Provider hereby grants to XYZ a global, perpetual, irrevocable, fully paid-up, non-exclusive, non-transferable (except to Affiliates of XYZ or pursuant to a reorganization or change in control of XYZ) license to use (including to copy, modify, amend, translate, further develop, prepare derivative works of, make available, sell, distribute, and assign), to sublicense, and to permit a third party to use in connection with providing the Services to XYZ all Service Provider Pre-Existing IPR and/or Service Provider Materials pertaining to such Service Result or Service Provider Materials, as the case may be; provided, however, that such use is in connection with the Service Result or Service Provider

Materials which XYZ is otherwise entitled to use, and not on a separate or free standing basis.

10.4   <u>Ownership</u>.

(A)   Subject to Section 10.3, all right, title and interest in and to all Service Results, XYZ's Pre-Existing IPR, XYZ software and tools, and any derivative works, enhancements and modifications thereof shall vest in and be the sole and exclusive property of XYZ Corporation. To the extent ownership in Service Results, XYZ's Pre-Existing IPR, XYZ software and tools, and any derivative works, enhancements and modifications thereof vests with Service Provider, its Affiliates, or Approved Subcontractors under Applicable Laws, Service Provider hereby assigns, and shall cause such Affiliate and Approved Subcontractors to assign in perpetuity and worldwide all then existing rights, title and interest in and to such Service Results (including rights to apply for such rights, title and interest worldwide), XYZ's Pre-Existing IPR, XYZ software and tools, and any derivative works, enhancements and modifications thereof to XYZ, and XYZ hereby accepts such assignment.  XYZ Corporation will be entitled to perfect its ownership of, and seek intellectual property rights protection for, the Service Results, XYZ Pre-Existing IPR, XYZ software and tools, and any derivative works, enhancements and modifications thereof as it deems appropriate in XYZ's sole and absolute discretion.  Service Provider shall promptly take (and cause its Affiliates to take) all reasonable actions and execute all documents as requested by XYZ in order to perfect XYZ's ownership of Service Results, XYZ's Pre-Existing IPR, XYZ software and tools, and any derivative works, enhancements and modifications thereof (and shall be entitled to be paid its reasonable costs incurred in so doing).

(B)   If and to the extent it is impossible as a matter of Applicable Laws to transfer ownership in such intellectual property rights to XYZ Corporation, Service Provider hereby grants to XYZ an exclusive, irrevocable, perpetual, transferable, fully paid-up, worldwide and unlimited right and license to use and exploit in any possible ways (including to copy, modify, amend, translate, further develop, prepare derivative works of, make available, sell, distribute, assign and sublicense) all intellectual property rights pertaining to the Service Result.

(C)   Any license or right granted to XYZ under this Agreement shall allow Permitted Users of XYZ to utilize the Service Provider Materials and Service Provider Third Party Materials as set out above while performing work or providing services for XYZ, to the extent that XYZ itself would have been entitled to make such utilization.  Subject to the provisions of applicable third party agreements, if any, in case of the outsourcing of any services or the divestment of any Affiliate of XYZ or business unit thereof, XYZ shall have a right to transfer any license already received under this Agreement to the acquirer of such service or Affiliate or part thereof, subject to the license restrictions set forth in this Agreement.

10.5   <u>No Implied License</u>.

Except as expressly set forth herein, Service Provider shall not be granted any license to any intellectual property rights of XYZ. Notwithstanding anything to the contrary, for the avoidance of doubt, Service Provider shall not have rights to and may not directly or indirectly use (except as may be needed for the proper performance of Service Provider's obligations towards XYZ) or disclose any of the following, or any materials based on or relating thereto: XYZ's intellectual property rights, Information, XYZ Data (including without limitation user or end-user data), content, specifications, processes, concepts, applications, proprietary materials, and/or any interfaces (if any) from XYZ's applications or environment to Service Provider's applications or environment. Service Provider may further not use or disclose any information showing a connection to XYZ or with reference to XYZ.

10.6    Look and Feel of Service Solution.

XYZ shall have, at its sole discretion, the absolute right to define all computer screens and the look and feel of the Service solutions ("**Screens**"), if any, and to determine whether there will be any trademarks, logos, copyright marks or other notices of the Service Provider visible to any user of the Services. Any and all such trademarks, logos, copyright marks or other notices of the Service Provider require XYZ's written permission prior to incorporation into any Services or Screens. Service Provider shall implement the Services so that Screens, if any, may be easily modified and that the Services remain compliant with all applicable terms and requirements.

10.7    Trademarks.

Neither Party is permitted to use the other Party's trademarks or service marks.

10.8    Residual Knowledge.

(A)    Nothing contained in the Agreement shall restrict a Party and its employees from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of such Party's personnel relating to the Services which either Party, individually or jointly, develops or discloses under the Agreement ("**Residuals**"), provided that in using such Residuals such Party does not breach its obligations of confidentiality or infringe the intellectual property rights of the other Party or third parties who have licensed or provided materials which is written, stored in magnetic, electronic or physical form or otherwise fixed to the other Party. This Residual Knowledge provision shall survive termination/expiration of the Agreement.

(B)    Nothing in this Section 10.8 gives a Party the right or license, whether expressed or implied, to disclose or use:

(1)    the source of any Residuals;

(2)    any financial, statistical or personnel data or Personally Identifiable Information of the other Party;

(3)    any business plans of the other Party; or

(4)      the other Party's intellectual property rights.

10.9    Patents.

Service Provider (on its own behalf and on behalf of its Affiliates) covenants not to assert against or sue XYZ, including former XYZ Affiliates, during or at any time following the Term for any claim of infringement of any patent owned or licensed by Service Provider to the extent any such claim of infringement would limit or restrict any license granted by Service Provider to XYZ under this Agreement.

11.    **FACILITIES**

XYZ will provide to Service Provider space at XYZ Facilities in accordance with the terms set forth in Appendix 18 (Service Provider Use of XYZ Facilities) .
Service Provider shall be responsible for providing all other facilities, resources, space and support needed to provide the Services.  Service Provider's use of XYZ Facilities will be used in accordance with the terms of Appendix 18 (Service Provider Use of XYZ Facilities).

12.    **PERFORMANCE STANDARDS**

12.1    General.

Service Provider shall (A) perform the Services at least at the same level and with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and efficiency as was provided prior to the Effective Date by or for XYZ (provided that where a Service Level has been specifically set, this shall take precedence over this obligation, and provided further that any requirements in this regard not expressly set forth in this Agreement shall have been identified by the Parties by no later than the end of Transition), (B) perform each Service in accordance with generally accepted industry best practices and in accordance with the standards of other sophisticated suppliers providing services similar to the Services, (C) perform the Services in compliance with Appendix 8 (Technology, Architecture and Security) and all other applicable XYZ architectures, standards, required interfaces, strategic direction, instructions, requirements, policies, and procedures as from the date made available to Service Provider by XYZ; (D) perform the Services in accordance with Appendix 6 (Service Levels), (E) have end-to-end responsibility for the performance of the Services; and (F) perform all tasks necessary to complete the Services in a timely and efficient manner, using standard methodology and tools except as may otherwise be agreed by the Parties in writing.

12.2    Compliance with Specifications and Requirements.

Service Provider agrees that the Services and Service Results will meet all written specifications provided to XYZ and all requirements of this Agreement, including those set out in Appendix 4 (Service Descriptions), Appendix 6 (Service Levels), and Appendix 8 (Technology, Architecture and Security).  Service Provider shall comply with the Service Levels and the quality and security requirements set out in this Agreement.  In the event the Services do not meet the requirements in this Section 12.2, Service Provider shall promptly take all steps necessary to improve its performance so as to meet requirements in this Agreement.

12.3    Cooperation with Third Parties.

The performance of Services will involve work with the Former Providers and other third party companies, consultants, advisors and contractors of XYZ. If so requested by XYZ, Service Provider shall work diligently with such third parties and as reasonably specified by XYZ in writing for the purposes of the fulfillment of the Services. For the avoidance of doubt, such companies, consultants, advisors or contractors of XYZ are not authorized to bind XYZ in any way or enter into any commitments on behalf of XYZ. Service Provider shall treat Information received from such consultants, advisors or contractors in connection with the provision of Services as XYZ Information subject to the terms of this Agreement.

12.4    Service Satisfaction Surveys.

Service Provider and XYZ will conduct the service satisfaction surveys as set forth in Appendix 24 (Service Satisfaction Survey).

**13.    SERVICE LEVELS**

13.1    General.

Service Provider will perform the Services in accordance with the Service Levels. Service Levels as of the Effective Date are set forth in Exhibit 6-1 (Service Level Definitions). Service Provider will, on a continuous basis, seek to improve the Service Levels. Any changes to the Service Levels will be subject to XYZ's approval.

13.2    Review and Changing Service Levels.

(A)    The Parties will review and, by agreement, adjust the Service Levels in accordance with the terms of Appendix 6 (Service Levels), and for the preceding twelve (12) months during each Contract Year may make adjustments to the Service Levels for the next Contract Year based on: (1) New Services, (2) an increase, decrease or change to the Services, or (3) a change in XYZ's business or technical environment.

(B)    Subject to the limitations in, and in accordance with, Appendix 6 (Service Levels) from time to time, but not more than three (3) times per year during the first two (2) years after the Service Commencement Date and no more than two (2) times per year every year thereafter during the Term, XYZ may: (1) promote any number of Performance Indicators to KPIs, (2) demote any KPI to a Performance Indicator, and (3) change any of the Performance Category Allocations or KPI Allocation Percentages. For clarity, XYZ can make any number of changes at one time, and all such changes will be counted as one change (e.g. XYZ may promote three (3) Performance Indicators to KPIs, and change the allocation of 7 KPIs in one change). In addition, XYZ may remove a Service Level at any time by providing written notice to Service Provider. XYZ may likewise add any Service Level upon mutual agreement with Service Provider. XYZ's notice of a change to Service Levels or the related allocation percentages shall include all information necessary to accommodate the addition, deletion or change of the Service Levels. A

changed Service Level will take effect on the first day of the next calendar month if Service Provider receives notice of such change by the fifteenth (15th) of the previous month; otherwise, the changed Service Level will take effect on the first day of the following calendar month.

13.3    Measurement and Monitoring Tools.

Service Provider will implement the measurement and monitoring tools and procedures required to measure and report Service Provider's performance of the Services against the applicable Service Levels.  Service Provider will be financially responsible for all measurement and monitoring tools.  Such measurement, monitoring and procedures will permit reporting at a level of detail specified by XYZ that is sufficient to verify compliance with the Service Levels and be subject to audit by XYZ or its designee.  Service Provider will provide XYZ with on-line access to such measurement and monitoring tools and information, so that XYZ is able to access the same information as soon as it is available on-line to Service Provider. Service Provider will provide XYZ and its designees access to and information concerning such measurement and monitoring tools, procedures and performance information, upon request, for inspection and verification purposes.

13.4    Obligations upon Service Level Default.

In the event of a Service Level Default, Service Provider will (A) promptly investigate perform a root cause analysis on the failure, identify the problem causing the failure and report such to XYZ, (B) correct the problem as soon as practicable and resume meeting the Service Levels, (C) advise XYZ of the status of the problem at stages determined by XYZ and (D) demonstrate to XYZ that all reasonable action has been taken to prevent any recurrence of such default or failure.  Service Provider will, at any time at which Service Provider anticipates that it will fail to meet a Service Level, advise XYZ of the status of the problem at time intervals determined by XYZ.

13.5    Performance Credits.

In the event of a Service Level Default, Service Provider will incur the Performance Credits identified in and according to Appendix 6 (Service Levels).  Performance Credits will be allocated among the Service Levels and calculated in accordance with the procedure set forth in Appendix 6 (Service Levels).  The Performance Credits will not limit XYZ's right to recover, in accordance with this Agreement, other damages incurred by XYZ as a result of such failure; provided, however, that any award of damages in respect of any such failure will be reduced by any Performance Credits already credited by Service Provider to XYZ in respect of such failure.  Subject to Section 22 of the Main Terms, Performance Credits shall not be considered XYZ's exclusive remedy in connection with any Service Level Failures.

13.6    Performance Information.

The raw data, source data and detailed supporting information and reports relating to Service Levels and Service Provider's performance ("**Performance Information**") will be XYZ Data for the purposes of this Agreement and Service Provider will promptly provide access to or copies of all such data, information and reports in

accordance with this Agreement and otherwise as requested of XYZ. Service Provider may only use Performance Information in the course of providing the Services.

## 14. GOVERNANCE

14.1 <u>Meetings and Governance</u>.

(A) The Parties agree to communicate, meet and cooperate to facilitate effective governance of this Agreement and the Services in accordance with <u>Appendix 13</u> (Governance). As set forth in <u>Appendix 13</u> (Governance), the Parties shall form various executive, operational and administrative teams and committees to facilitate communications and to address particular topics and aspects of the Parties' relationship.

(B) Service Provider shall prepare and circulate an agenda sufficiently in advance of each meeting to give participants an opportunity to prepare for the meeting. Service Provider shall incorporate into such agenda items that XYZ desires to discuss. At XYZ's request, Service Provider shall prepare and circulate minutes promptly after a meeting, although XYZ shall not be bound thereto and shall be under no obligation to correct or object to any errors or inaccuracies therein.

14.2 <u>Reports</u>.

Service Provider agrees to provide to XYZ the reports, information and data set forth in <u>Appendix 7</u> (Reports).

14.3 <u>Procedures Manual</u>.

(A) Service Provider and XYZ will update a procedures manual provided by XYZ ("**Procedures Manual**"). The Procedures Manual shall describe: (1) how Service Provider shall perform and deliver the Services under this Agreement; (2) the Equipment and Software being used, and the documentation (e.g., operations manuals, user guides, specifications) which provide further details of such activities; (3) the key activities Service Provider proposes to undertake in order to provide the Services, including those direction, supervision, monitoring, staffing, reporting, planning and oversight activities normally undertaken to provide services of the type Service Provider is to provide under this Agreement; (4) acceptance testing and quality assurance procedures; (5) Service Provider's problem management and escalation procedures; (6) the other standards and procedures of Service Provider pertinent to XYZ's interaction with Service Provider in obtaining the Services; and (7) the technical, operational and managerial interfaces between Service Provider and XYZ related to the provisions of the Services and performance obligations of the Parties under this Agreement. The Procedures Manual shall be suitable for use by XYZ to understand the Services.

(B) Any update to the Procedures Manual shall be subject to the approval of XYZ. Service Provider shall periodically update and maintain the Procedures

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Manual to reflect changes in the operations or procedures described therein. Updates of the Procedures Manual shall be provided to XYZ for review, comment and approval.

(C)     Service Provider shall perform the Services in accordance with the Procedures Manual.  The Procedures Manual shall not be used to amend this Agreement. In the event of a conflict between the provisions of this Agreement and the Procedures Manual, the provisions of this Agreement shall control.

14.4    Change Management Generally.

Change to the scope of the Services, changes arising from New Services, technical changes, procedural and operational changes, changes contemplated within the  scope of Services (i.e. IMAC/Ds), or matters that are subject to agreement of the Parties and which are expressly subject to Change Control Procedures or another change management process, shall be handled in accordance with the requirements of Appendix 13 (Governance).

14.5    Technical Change Management.

(A)     Service Provider shall prepare and provide XYZ a Technical Change Management Process as required under Appendix 13 (Governance).

(B)     For the avoidance of doubt, XYZ will have the right to approve or reject, in advance, any action or decision of Service Provider affecting the provision of Services, including Equipment, Software, and systems configuration, that may have an adverse effect on XYZ business or XYZ's use of the Services. XYZ agrees to act reasonably in this regard, provided that adverse effect on XYZ's cost or the performance level of the Services is acknowledged to be a reasonable basis for disapproval.  The Parties acknowledge and agree that  XYZ may modify its information technology environment and information technology systems and configurations without Service Provider's approval. XYZ shall notify Service Provider of such modifications to the XYZ information technology environment that affect the provision of the Services. If such modification forces a change in the Services or the manner in which  they are delivered, any impact on Service Provider's costs arising from such change will go through the Change Control Procedures.

14.6    Subcontracting.

(A)     Service Provider may provide the Services by itself or through an Approved Subcontractor.  However, Service Provider's use of any Approved Subcontractor to provide Services shall not release Service Provider from its responsibility for its obligations under this Agreement, and Service Provider shall remain responsible for obligations, services and functions performed by Approved Subcontractors to the same extent as if such obligations, services, and functions were performed by Service Provider employees and for purposes of this Agreement such work shall be deemed work performed by Service Provider.  Service Provider shall be XYZ's sole point of contact regarding the Services.

(B)     Service Provider may not delegate or subcontract any of its responsibilities under this Agreement to any party other than Approved Subcontractors without the prior written approval of XYZ; *provided, however,* that Service Provider may delegate or subcontract its responsibilities to wholly owned Affiliates of Service Provider.  Prior to entering into a subcontract with an Approved Subcontractor, Service Provider shall give XYZ reasonable prior written notice specifying the components of the Services affected, the scope of the proposed subcontract, and the identity and qualifications of the proposed subcontractor.  At XYZ's request, Service Provider shall forward to XYZ a description of the material terms (other than financial) of the subcontract or proposed subcontract.

(C)     XYZ may in its sole discretion revoke its prior approval of an Approved Subcontractor and direct Service Provider to replace such Approved Subcontractor if the Approved Subcontractor's performance is deficient, good faith doubts exist concerning the Approved Subcontractor's ability to render future performance because of changes in the Approved Subcontractor's ownership, management, financial condition, or otherwise, or there have been material misrepresentations by or concerning the Approved Subcontractor.  Approval of an Approved Subcontractor that at the time is an Affiliate of Service Provider shall be automatically revoked if such Approved Subcontractor ceases to be such an Affiliate.

(D)     To the extent Approved Subcontractors, agents, representatives and other entities perform, or otherwise provide support to Service Provider related to, the Services, Service Provider shall cause such entities to comply with the obligations and restrictions applicable to Service Provider under this Agreement, and Service Provider shall not disclose XYZ Information to any such entity unless and until such entity has agreed in writing to protect the confidentiality of such Information in a manner substantially equivalent to that required of Service Provider under the Agreement, and then only on a need-to-know basis.

14.7    <u>Acquisitions and Divestitures</u>.

(A)     If XYZ acquires a business or a new Affiliate (regardless of the form of transaction), then, at XYZ's request, Service Provider will transition the business into receiving the Services under this Agreement.

(B)     If XYZ notifies Service Provider that it is considering or intends to perform a merger, acquisition, divestiture, joint venture, corporate reorganization (e.g. corporate fusions, de-mergers, recapitalizations, or other changes resulting in a different corporate or operating structure of XYZ and its Affiliates), or other corporate restructuring ("**Restructure**"), Service Provider will, at no additional cost to XYZ to the extent the then-existing Service Provider Personnel have the availability to do so without impacting upon their existing responsibilities, provide to XYZ reasonable assistance and information as may be reasonably necessary to facilitate the Restructure, including:

(1)     working with XYZ to adequately staff any Projects specific to the Restructure and meet volume increases or decreases resulting from the

Restructure;

(2)     responding promptly to requests for information relating to the Services and Fees for the Services;

(3)     if requested by XYZ, assisting in discussions with third parties relating to any equipment, licenses or contracts relevant to any proposed divestiture;

(4)     cooperating in good faith with XYZ in relation to the Restructure; and

(5)     performing any Disengagement Assistance Services which may be necessary under the circumstances.

(D)     At XYZ Corporation's option, Service Provider will enter into separate agreements with such entities designated by XYZ Corporation through a Restructure (on mutually agreed terms), whereby such entities will then be solely responsible for their financial and contractual obligations to Service Provider.  If additional significant effort is required from Service Provider Personnel over and above then available existing resources used to provide the Services, then Service Provider will be entitled to recover its reasonable cost and fees associated with such additional efforts, and the Parties will negotiate in good faith such costs and fees, and whether such efforts will be classified and document as either Disengagement Assistance or a Project.

(C)     If XYZ divests a line of business (regardless of the form of transaction) or an Affiliate, XYZ may require Service Provider to continue to provide the Services to such entity for up to twenty-four (24) months after such divestiture. In addition, such entity will be entitled to receive Disengagement Assistance Services as described in this Agreement.  XYZ shall be liable for all contractual obligations (including payment) of such divested entity unless and until such divested entity enters into a contract directly with Service Provider pursuant to Section 27.2.

14.8    Knowledge Sharing.

At least twice per year during the Term, or on request after at least thirty (30) days' notice from XYZ, Service Provider shall meet with representatives of XYZ in order to: (A) explain how the Services are provided; and (B) explain how the Services operate and are implemented in the XYZ environment.

14.9    Service Improvement Plan.

On a calendar quarterly basis, Service Provider will provide to XYZ a plan to improve the delivery of the Services and the Service Levels by making operational and Service related changes, changes in technology, Service Provider's knowledge of XYZ operations and information technology environment ("**Service Improvement Plan**"). XYZ will be given an opportunity to review, comment on and approve the Service Improvement Plan.  Upon approval by XYZ, Service Provider will implement the Service Improvement Plan.  Should the Parties agree that the existing Services should be changed based on the Service Improvement Plan, then the Parties

will negotiate in good faith appropriate amendments to the relevant portions of this Agreement, if needed.

14.10 <u>Releases Void</u>.

If XYZ's personnel are required to execute any releases, waivers, confidentiality agreements, or similar forms to obtain access to Service Provider's or its Approved Subcontractor's premises, they shall be void and shall not be pleaded or introduced in any action against XYZ or the XYZ personnel.

**15. AUDITS; RECORD RETENTION**

15.1 <u>Audit Rights</u>.

(A)     The requirements set forth in this Section 15 are in addition to any audit requirements set forth in the Appendices and as required by Applicable Laws. Service Provider shall maintain a complete audit trail in compliance with good industry practice of all financial and non-financial transactions related to the Services and this Agreement.  During the Term and for three (3) years thereafter, Service Provider shall provide to XYZ and its Affiliates, and its and their auditors (including internal audit staff and external auditors), inspectors, regulators and other representatives as XYZ may from time to time designate in writing, access at all reasonable times (and in the case of regulators at any time required by such regulators) to any XYZ Facility, Authorized Service Locations, or any facility or part of a facility at which either Service Provider or any Approved Subcontractors is providing the Services, to Service Provider Personnel, and to data and records relating to the Services for the purpose of performing audits and inspections of either Service Provider or any Approved Subcontractors during the Term and for the period Service Provider is required to maintain records hereunder to:

(1)     verify the accuracy of Fees, charges and invoices, and the inventory of XYZ supplies and other XYZ assets, if any;

(2)     verify the integrity of XYZ data and examine the systems that process, store, support and transmit that data;

(3)     examine Service Provider's performance of the Services and conformance to the terms of this Agreement including, to the extent applicable to the Services and Fees, performing audits of:  (i) Service Provider's practices and procedures; (ii) Service Provider's systems, Equipment and Software; (iii) supporting information and calculations regarding compliance with Performance Standards; (iv) general controls and security practices and procedures; (v) disaster recovery and back-up procedures; and (vi) the efficiency and costs of Service Provider in performing the Services (but only to the extent affecting charges for, or timing of, Services); and

(4)     investigate security or confidentiality breaches (or attempted breaches), including through the interviewing of Service Provider Personnel with knowledge of such breaches.

(B)     In addition, Service Provider agrees that XYZ may perform any audits
        necessary to enable XYZ to meet, or to confirm that Service Provider is
        meeting, applicable regulatory and other legal requirements.

(C)     Service Provider will provide to XYZ's auditors, inspectors, regulators, and
        representatives the assistance they require, including installing and operating
        audit software. Service Provider will cooperate fully with XYZ and its
        designees in connection with audit functions and with regard to examinations
        by regulatory authorities. XYZ's auditors and other representatives will
        comply with Service Provider's reasonable security requirements.

(D)     With respect to any adjustment arising from a change implementation through
        the Change Control Procedures or benchmarking exercise affecting Fees
        (each, an "**Adjustment**"), if XYZ disputes such Adjustment, in addition to
        any other rights that XYZ has under the Agreement, XYZ may at its own
        cost retain an independent third party from any of the following auditors:
        PricewaterhouseCoopers, Ernst & Young, Deloitte & Touche USA, KPMG
        and Grant Thornton, or as otherwise agreed by the Parties; *provided, however,*
        the auditor selected by XYZ is not the then current principal auditor of XYZ
        Corporation. Such audit will include an audit of Service Provider's or any of
        its Authorized Subcontractor's costs associated with such Adjustment;
        provided (1) such independent third party shall execute a non-disclosure
        agreement with both Parties containing confidentiality and non-disclosure
        terms substantially similar to those set forth in this Agreement, and (2) such
        independent third party may not disclose Service Provider's or any of its
        subcontractor's cost data associated with such Adjustment to XYZ, but may
        provide sufficient information to XYZ to enable XYZ to assess the validity
        of such Adjustment. Service Provider shall maintain, and shall use
        Commercially Reasonable Efforts to cause its Approved Subcontractors to
        maintain, sufficient records to permit such independent third party to conduct
        such audits, and shall provide such independent third party with reasonable
        access to its and each of its subcontractor's records for the purpose of
        performing such audits. Service Provider shall provide its full cooperation and
        assistance as is reasonably requested by such independent third party.

15.2    Service Provider Audits.

        Service Provider shall conduct audits of or pertaining to the Services in such manner
        and at such times as is consistent with the audit practices of well managed operations
        performing services similar to the Services, including the SAS 70 audits described
        below. Service Provider shall perform a security audit at least annually. Service
        Provider will provide XYZ with the results of all audits relating to the Services
        required by this Agreement. Service Provider shall assist XYZ in complying with SOX
        and evaluating Service Provider's control environment that are relevant for internal
        controls, in each case to the extent related to the Services.

15.3    SAS 70 Audits and Reports.

        (A)     Service Provider will make available to XYZ the sections of any service
                related audit report in accordance with Statements of Auditing Standards
                ("**SAS 70**") of Service Provider's or any Service Provider Affiliate's

operations relating to the Services.

(B)     At XYZ's request and at Service Provider's expense, Service Provider will instruct Service Provider's external auditors to complete a SAS 70 Type II review as of December 31 of each calendar year, and to provide a copy of the results to XYZ by January 15 of the following calendar year, of the control procedures used by Service Provider in the performance of the Services at the locations, including Service Provider facilities, specified by XYZ in its request, including specifically an assessment of whether:  (1) the control procedures were suitably designed to provide reasonable assurance that the stated internal control objectives would be achieved if the procedures operated as designed; and (2) the control procedures operated effectively and continuously at all times during the reporting period. If Service Provider's auditors identify any significant deficiency or material weaknesses in Service Provider's internal controls (a "**Material Deficiency**") as part of the SAS 70 audit, XYZ will be notified of such Material Deficiency as soon as reasonably possible.

(C)     Service Provider will promptly take corrective action to rectify (1) any error identified in any such report that could reasonably be expected to have an adverse impact on the Services, and (2) any control deficiencies identified in such report.

15.4     <u>Audit Follow-up</u>.

(A)     Following any audit, examination, or review, XYZ may conduct (in the case of an internal audit), or request its external auditors or examiners to conduct, an exit conference with Service Provider to obtain factual concurrence with issues identified in that audit, examination, or review.

(B)     Service Provider will make available promptly to XYZ the results of any review or audit including SAS 70 audits as described in Section 15.3, conducted by Service Provider or Service Provider's Affiliates, or their contractors, agents or representatives (including internal and external auditors), relating to Service Provider's operating practices and procedures to the extent that the review, audit or subsequent results are relevant to the Services or XYZ.

(C)     Service Provider and XYZ will meet to review each audit report promptly after its issuance and to agree mutually upon the appropriate manner, if any, in which to respond to the changes suggested by the audit report. XYZ and Service Provider agree to develop operating procedures for the sharing of audit and regulatory findings and of reports related to Service Provider's operating practices and procedures produced by auditors or regulators of either Party.

(D)     If any audit results in a finding that Service Provider is not in compliance with this Agreement, any Applicable Laws, or other such requirements, Service Provider shall promptly take actions to come into compliance with such requirement. The performance by XYZ of any review, inspection, audit or testing shall not relieve Service Provider of its obligations under this

Agreement.

15.5    <u>Records Retention</u>.

Until the latest of (A) seven (7) years after creation of the record; (B) all pending
matters relating to this Agreement are closed; or (C) the information is no longer
required to meet XYZ's records retention policy as disclosed by XYZ to Service
Provider and as such policy may be adjusted from time to time, Service Provider and
any Approved Subcontractors shall maintain and provide access upon request to the
records, documents, and other information required to meet XYZ's audit rights under
this Agreement.

15.6    <u>Discovery of Overcharge of XYZ</u>.

If an audit shows that Service Provider has overcharged XYZ, at XYZ's option,
Service Provider shall credit to XYZ's account (or pay to XYZ, at XYZ's
discretion) an amount equal to the amount of the overcharge plus interest at a rate of
two (2) percent above the 1 month Euribor (Euro Interbank Offered Rate) as shown at
or about 11:00 a.m. (London time) on the Reuters screen ISDA page or any equivalent
successor to that page on the date the audit concludes) calculated from the date the
overcharge was paid by XYZ.  If an audit shows that Service Provider overcharged
XYZ more than five percent (5%) of the aggregate amount of audited invoices (and
including Pass-Through Expenses) , then Service Provider will also pay XYZ an
amount equal to the cost of the audit.

**16.    XYZ RESPONSIBILITIES**

16.1    <u>Responsibilities</u>.

XYZ's responsibilities will be limited to those expressly set forth in this Agreement.
Those responsibilities include the following:

(A)    XYZ shall designate one (1) or more individuals to whom Service Provider
may address operational communications concerning this Agreement (the
"**XYZ Collaboration Managers**").

(B)    XYZ shall cooperate with Service Provider, including by making available
management decisions, information, approvals and acceptances, as reasonably
requested by Service Provider so that Service Provider may accomplish its
obligations and responsibilities under this Agreement.  The XYZ Collaboration
Managers or such persons' designees will be the principal point of contact for
obtaining such decisions, information, approvals and acceptances. Only XYZ
personnel designated by the XYZ Collaboration Managers will be authorized to
make commitments on the part of XYZ that amend this Agreement or commit
resources that are subject to a baseline volume.  To the extent Service Provider
relies on the apparent authority of other personnel, it does so at its own risk and
without obligation on XYZ's part.

(C)    XYZ shall perform its responsibilities set forth in <u>Appendix 22</u> (XYZ
Responsibilities).

16.2    Savings Clause.

XYZ's failure to perform its responsibilities set out in this Agreement (or cause them to be performed) will not constitute grounds for termination by Service Provider, except as provided in Section 25 (Termination); *provided, however,* that Service Provider's nonperformance of its obligations under the Agreement will be excused to the extent (A) such Service Provider nonperformance directly results from XYZ's failure to perform its responsibilities in the Agreement (including XYZ's reasonable efforts to cause its contractors and Permitted Users to reasonably cooperate with Service Provider in relation to the provision of the Services, in which case such issues will be addressed through the relevant Governance Body), or express dependencies on third parties who are not Authorized Subcontractors or Service Provider Affiliates, (B) Service Provider provides XYZ with reasonable written notice of such nonperformance, and (C) Service Provider uses Commercially Reasonable Efforts to perform notwithstanding XYZ's or such third parties' failure to perform. If Service Provider's use of Commercially Reasonable Efforts to perform in such a circumstance would cause Service Provider to incur incremental and reasonable out of pocket expenses and provable incremental personnel related costs, Service Provider may so notify XYZ, providing a good faith estimate of such expenses and costs Service Provider expects to incur. If it does, Service Provider's obligation to continue its efforts to work around XYZ's or such third parties' failure to perform will be subject to XYZ agreeing to reimburse Service Provider for such incremental and reasonable out of pocket expenses and provable incremental personnel related costs incurred in the course of such efforts.

## 17.    CHARGES AND PAYMENT

17.1    General.

(A)     In consideration of Service Provider providing the Services, XYZ shall pay Service Provider all undisputed Fees in accordance with the charges and payment terms set forth in Appendix 12 (Fees).  XYZ is not required to pay  any Fees or amounts for the Services in addition to those set forth in Appendix 12 (Fees).  The charges identified in Appendix 12 (Fees) will fully compensate Service Provider for providing the Services.

(B)     All costs and expenses relating to the Services are included in the Fees and will not be charged to, or reimbursed by, XYZ, unless agreed under a Project Order with respect to Projects.  Variations in volumes of portions of the Services which are not expressly measured as chargeable resource units under this Agreement shall not result in increases or decreases in XYZ's charges.

(C)     There will be no periodic adjustments to the Fees except as set forth in Appendix 12 (Fees).

(D)     Fees set forth in this Agreement will be denominated in Euros.  To the extent that this Agreement or any Project Order specifically identifies Pass-Through Expenses to be paid by XYZ, such expenses will be passed through by  Service Provider with no mark-up.

(E)   XYZ does not make any minimum Fee or volume commitment under this Agreement. Subject to Fees set out in <u>Appendix 12</u> (Fees), this Agreement does not grant to Service Provider the exclusive right to provide any products and services to XYZ, including the Services described herein, and XYZ may insource, resource, ramp down or obtain from a third party all or any portion of the Services.  Furthermore, XYZ is not required to engage Service Provider for New Services or any Project during the term of this Agreement.

17.2   <u>Taxes</u>.

The respective responsibility of each Party for taxes is set out in <u>Appendix 12</u> (Fees).

17.3   <u>Invoicing</u>.

Service Provider will render invoices in accordance with <u>Appendix 12</u> (Fees).  All invoices will be in Euros.  Should any of Service Provider's fees under this Agreement or any Local Services Agreement require conversion from a currency other than Euros, Service Provider will use the then-current conversion rate provided in <u>Appendix 12</u> (Fees).  In addition, at the same time it renders such invoices, Service Provider will provide to XYZ a single consolidated report of the aggregate Fees incurred in each month.   Service Provider may not otherwise increase any invoice after it has submitted such invoice for payment by XYZ.

17.4   <u>Payment and Interest</u>.

Any undisputed sum due Service Provider under this Agreement for which payment is not otherwise specified will be due and payable forty-five (45) days after receipt by XYZ of an invoice from Service Provider, subject to the XYZ Bank Link Policy.  If XYZ is overdue with any undisputed payment due under this Agreement, Service Provider may require payment of interest on the overdue amount at an annual rate equal to two (2) percent above the one (1) month Euribor (Euro Interbank Offered Rate) as shown at or about 11:00 a.m. (London time) on the Reuters screen ISDA page or any equivalent successor to that page on the date of the due date or the maximum rate permitted by the Applicable Laws, whichever is the lesser, which interest shall accrue on a daily basis from the date payment becomes overdue until Service Provider has received payment of the overdue amount.  Service Provider shall elect to receive interest within a reasonable time, however not later than three (3) months after the payment has become overdue.  Payment by XYZ shall be without prejudice to any claims or rights which XYZ may have against Service Provider and shall not constitute any admission by XYZ as to the performance by Service Provider of its obligations under this Agreement.

17.5   <u>No Waiver</u>.

Neither the failure to dispute any Fee as set forth in this Section 17 nor the failure to withhold any amount will constitute, operate or be construed as a waiver of any right XYZ may otherwise have to dispute any Fee or recover any amount previously paid.  Payment by XYZ shall be without prejudice to any claims or rights which XYZ may have against Service Provider and shall not constitute any admission by XYZ as to the performance by Service Provider of its obligations under this Agreement.

## 18.    SAFEGUARDING OF DATA; CONFIDENTIALITY

18.1    Confidential Information.

(A)    Each Party ("**Receiving Party**") will not disclose to third parties nor use for any purpose other than for the proper fulfillment of the purpose of this Agreement any Information received from the other Party ("**Disclosing Party**") in whatever form under or in connection with this Agreement without the prior written permission of the Disclosing Party except that XYZ has the right to disclose the received Information to XYZ Affiliates and subcontractors providing services to XYZ provided such subcontractors are under similar obligations of confidentiality to those contained in this Agreement and to its professional advisors. For the avoidance of doubt, any Information of, or relating to, XYZ or XYZ personnel, supplier, subcontractor, customer or end-user, which Information is obtained or detected by Service Provider in any way in the course of providing the Services, as well as the results and work outcome of the Services provided to XYZ and any data, content, materials and Service Results shall be deemed to be the Information of XYZ.

(B)    In the case of XYZ, Information also shall include: (1) XYZ Data; (2) the specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by or for Service Provider in the course of performing the Services; (3) all information concerning the operations, affairs and businesses of XYZ, the financial affairs of XYZ, and the relations of XYZ with its customers, employees and service providers (including customer lists, customer information, account information and consumer markets); (4) Software provided to Service Provider by or through XYZ; and (5) other information or data stored on magnetic media or otherwise or communicated orally, and obtained, received, transmitted, processed, stored, archived or maintained by Service Provider under this Agreement (collectively, the "**XYZ Information**").

18.2    Obligations in Connection with Information.

(A)    Each Party shall use at least the same degree of care as it employs to avoid unauthorized disclosure of its own Information, but in any event no less than Commercially Reasonable Efforts, to prevent disclosing to unauthorized parties the Information of the other Party. Each Party shall limit access to Information to those persons for whom such access is reasonably necessary for the proper performance of this Agreement. Service Provider shall disclose XYZ Information to any Approved Subcontractor or Service Provider Affiliate only as and to the extent necessary for proper performance of the Services, and where in each such case: (1) the receiving entity first agrees in writing to terms and conditions substantially the same as the confidentiality provisions set forth in this Agreement; (2) use of such entity is authorized under this Agreement; (3) such disclosure is necessary or otherwise naturally occurs in that entity's scope of responsibility; and (4) Service Provider assumes full responsibility for the acts and omissions of such entity. Service Provider agrees to cause Approved Subcontractors to comply with all of the

provisions of this Section 18.  For the avoidance of doubt, XYZ's Affiliates shall not be deemed to be third parties.

(B)     As requested by XYZ during the Term, upon expiration or any termination of this Agreement or completion of Service Provider's obligations under this Agreement, Service Provider shall return or destroy, as XYZ may direct, all material in any medium that contains, refers to, or relates to XYZ Information, and retain no copies.

(C)     Service Provider shall ensure that Service Provider Personnel comply with these confidentiality provisions.

(D)     The Parties' obligations with respect to Information (other than Personally Identifiable Information and other XYZ Data) shall not apply to any particular information which Service Provider or XYZ can demonstrate:  (1) was, at the time of disclosure to it, known to the public or the industry without breach of the confidentiality obligations herein contained; (2) after disclosure to it, is published or otherwise becomes known to the public or the industry through no fault of the Receiving Party; (3) was in the possession of the Receiving Party at the time of disclosure to it without obligation of confidentiality; (4) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (5) was independently developed by the Receiving Party having no access to the Information of the Disclosing Party.

(E)     In addition, a Party shall not be considered to have breached its obligations by: (1) disclosing Information of the other Party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party of the request prior to making such disclosure in order that the other Party may interpose an objection to such disclosure, take action to assure confidential handling of the Information, or take such other action as it deems appropriate to protect the Information; or (2) disclosing Information (other than Personally Identifiable Information or other XYZ Data) to its attorneys, auditors and other professional advisors in connection with services rendered by such advisors, provided that such Party has confidentiality agreements with such professional advisors and/or such advisors owe professional confidentiality obligations to the Party.

(F)     In the event of any actual or suspected misuse, disclosure or loss of, or inability to account for, any Information of the Disclosing Party, the Receiving Party shall promptly:  (1) notify the Disclosing Party upon becoming aware thereof; (2) furnish to the Disclosing Party full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist the Disclosing Party in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Information; (3) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the violation; and (4) cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

(G)     Neither Party shall bring any legal action or proceeding in respect of any unauthorized possession, use, or knowledge, or attempt thereof, of Information by any person or entity which action or proceeding identifies the other Party or its Information without such Party's consent.

(H)     The Parties' obligations respecting Information shall continue for a period of seven (7) years following expiration or termination of this Agreement. Obligations with respect to XYZ Data shall continue in perpetuity

(I)     Each Party's Information shall remain the property of that Party. Nothing contained in the Parties' obligations with respect to Information shall be construed as obligating a Party to disclose its Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to the Information of the other Party, and any such obligation or grant shall only be as provided by other provisions of this Agreement.

(J)     Service Provider shall not make any publicity on, press release of or reference to this Agreement, or to XYZ or the cooperation between the Parties.

(K)     In the event Service Provider Personnel have access to XYZ's intranet or its other databases containing information other than as necessary for the provision of Services, the access right is strictly limited to the information necessary for the Services, and all other use of access right is strictly prohibited. XYZ may require such Service Provider Personnel to sign a specific agreement regarding this limited access.

(L)     To ensure the confidentiality aspects relating to the Services, Service Provider shall prepare and maintain a documented security plan relating to the Services (including data security and access to Service Provider's premises). Service Provider shall upon XYZ's request submit such plan for XYZ's review and follow any reasonable instructions by XYZ with respect thereto. XYZ's review and acceptance of such plan shall however not in any way diminish or limit Service Provider's obligations under this Agreement. Service Provider acknowledges that the maintenance of the confidentiality of XYZ Information at all times is of the utmost importance to XYZ.

18.3    Safeguarding XYZ Data.

(A)     Service Provider will establish and maintain safeguards against the destruction, loss, or alteration of XYZ Data in the possession of Service Provider which are no less rigorous than as required under Appendix 8 (Technology, Architecture and Security), and which are no less rigorous than those maintained by Service Provider for its other customer's information of a similar nature. XYZ will have the right to establish backup security for data and to keep backup data and data files in its possession if it chooses.

(B)     Service Provider Personnel shall not attempt to access, or allow access to, any XYZ Data that they are not permitted to access under this Agreement. If such access is attained (or is reasonably suspected), Service Provider shall promptly report such incident to XYZ, describe in detail the accessed XYZ Data, and if applicable return to XYZ any copied or removed XYZ Data.

(C)     Service Provider shall utilize Commercially Reasonable Efforts, including thorough systems security measures, to guard against the unauthorized access, alteration or destruction of Software and XYZ Data.  Such measures shall include the use of Software which:  (1) requires all users to enter a user identification and password prior to gaining access to the information systems; (2) controls and tracks the addition and deletion of users; and (3) controls and tracks user access to areas and features of the information systems, in each case as required under <u>Appendix 8</u> (Technology, Architecture and Security).

18.4    <u>Data Protection and Privacy</u>.

(A)     Service Provider agrees that the provisions of the Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and any subsequent amendments thereof and other related directives (“**EU Data Protection Directive**”) and relevant international, regional and national data protection and privacy legislation shall apply to the transfer and processing of personal data hereunder and agrees to comply with such legislation.

(B)     Service Provider shall access, process, transfer or use, directly or indirectly, any personal data (meaning personal data as defined in the EU Data Protection Directive as well as other customer and end-user personal data) under or in connection with this Agreement, in accordance with (1) the terms and conditions of <u>Appendix 16</u> (Data Protection) and (2) XYZ’s instructions if Service Provider is processing personal data on behalf of XYZ.  Service Provider shall in no event obtain any rights in or to any such data and shall keep such data confidential and not use such data for any other purposes than the rightful performance of its obligations towards XYZ under this Agreement.

18.5    <u>Corporate Information Risk Controls</u>.

(A)     Service Provider shall support and adhere to XYZ rules, policies, procedures, and regulatory requirements in effect from time to time, provided that it shall be entitled to recover any reasonable additional incremental cost incurred by Service Provider resulting from changes to such requirements.  Such changes will be implemented in accordance with the Operational Change Process or the T&C Change Process, as appropriate and as set forth in <u>Appendix 13</u> (Governance).  Service Provider shall implement and administer effective solutions as necessary to comply with such rules, policies, and procedures, and regulatory requirements, or as  otherwise directed by XYZ, and  shall certify  that the systems used to provide the Services are in compliance with XYZ’s corporate information risk rules, policies, procedures, standards and guidelines, including <u>Appendix 8</u> (Technology, Architecture and Security). Service Provider shall establish a compliance team to:  (1) work with XYZ and others to ensure the full implementation of applicable XYZ audit and control policies and procedures; and (2) support XYZ interaction with all external bodies on audit and control issues.

(B)     If control deficiencies are identified in systems used to provide the Services,

Service Provider shall take immediate and concerted action to correct the deficiency, and shall conduct a post-incident assessment and institute measures to prevent reoccurrence. On an event-occurrence basis, Service Provider shall inform XYZ of any significant issues surrounding the control environment caused by system changes or errors and track the status of such issues as they are resolved. Controls in modified or reengineered systems will be tested against those of the previous system versions to ensure desired levels of control are in place. Service Provider shall update XYZ on the status of those system control improvements identified during audits and agreed to by XYZ.

(C)     Suspected or actual incidents of non-compliance with XYZ rules, policies, and procedures will be managed to resolution by Service Provider's compliance team, in cooperation and consultation with XYZ, and reports will be provided to XYZ on an event-occurrence basis. If Service Provider Personnel are responsible for such incidents, appropriate disciplinary action will be taken in accordance with the appropriate Service Provider's personnel policies. Additionally, XYZ will have the right to direct reassignment of any personnel on the XYZ account connected with such incidents.

(D)     Service Provider shall conduct benchmarks or provide assessments by third parties, at XYZ's request and expense, of Service Provider's compliance with the XYZ corporate information risk control requirements set forth in this Agreement. Service Provider shall perform self-assessments of such compliance and make results of such engagement-related self-assessments available to XYZ for review. In developing new systems, Service Provider shall interface with XYZ so that XYZ may understand the associated controls required. This shall include informing XYZ of Service Provider's methodology for developing control specifications and providing XYZ with the ability to request changes to controls early in the systems development process.

## 19.     REPRESENTATIONS AND WARRANTIES

19.1    Work Standards.

Service Provider represents and warrants that the Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services. Service Provider represents and warrants that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Services.

19.2    Maintenance.

Service Provider represents and warrants that, to the extent expressly provided or required to be an obligation of the Service Provider under this Agreement, it shall maintain the Equipment and Software so that they operate in accordance with their specifications, including: (A) maintaining Equipment in good operating condition, subject to normal wear and tear; (B) undertaking repairs and preventive maintenance on Equipment in accordance with the applicable Equipment manufacturer's

recommendations; and (C) performing Software maintenance in accordance with the applicable Software vendor's documentation and recommendations.

19.3    Efficiency and Cost Effectiveness.

Service Provider represents and warrants that it shall use Commercially Reasonable Efforts to use efficiently the resources or services necessary to provide the Services. Service Provider represents and warrants that with respect to chargeable resources it shall use Commercially Reasonable Efforts to perform the Services in the most cost-effective manner consistent with the required level of quality and performance.

19.4    Technology.

Service Provider represents and warrants that it shall provide the Services, consistent with the technical change control procedure set forth in this Agreement, with proven and current technology that will enable XYZ to take advantage of technological advancements in its industry and support XYZ's efforts to maintain competitiveness in the markets in which it competes.

19.5    Non-Infringement.

Service Provider represents and warrants that the Service Results, Service Provider Materials,  and its performance of the Services and responsibilities under this Agreement will be in a manner that will not infringe, or constitute an intentional or negligent infringement or misappropriation of, any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights of any third party.  Service Provider further represents that there are no current claims that any portion of the Services  infringes upon any third party intellectual property rights (regardless of Service Provider's view of the merits of such claim) and Service Provider shall promptly inform XYZ of any claims which are hereinafter brought.

19.6    Ownership and Use of Software and Related Material.

Service Provider represents and warrants that it is either the owner of, or authorized to use, all of the  software and related material, including Service Provider Software, used and to be used in connection with the Services, which is not otherwise owned or provided by XYZ.

19.7    Authorization and Other Consents.

(A)    Each Party represents and warrants to the other that:  (A) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such Party and will not constitute a violation of any judgment, order or decree; (C) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not constitute a material default under any material contract by which it or any of its material assets are bound, or an event that would, with notice or lapse of time or both, constitute such a default; and (D) there is no

proceeding pending or, to the knowledge of the Party, threatened which challenges or may have a material adverse affect on this Agreement or the transactions contemplated by this Agreement.

(B)     Other than in the case where the terms of this Agreement expressly places the relevant obligation upon XYZ, Service Provider shall at its own expense obtain, maintain and comply with any third party consents that are necessary to allow Service Provider to perform the Services or otherwise comply with its obligations under this Agreement. XYZ shall provide reasonable assistance in obtaining such consents with respect to third parties with a contractual relationship with XYZ.

19.8     Inducements.

Service Provider represents and warrants that it has not violated any Applicable Laws or any XYZ policies of which Service Provider has been given notice regarding the offering of unlawful inducements in connection with this Agreement. If at any time during the Term, XYZ determines that the foregoing warranty is inaccurate, then, in addition to any other rights XYZ may have under Applicable Laws or in equity, XYZ may terminate this Agreement for cause without affording Service Provider an opportunity to cure.

19.9     Viruses.

Service Provider shall implement and follow best demonstrable practices so that no Viruses are coded or introduced into the Equipment used to provide the Services or access the XYZ Network. If a Virus is found to have been introduced into any Equipment used to provide the Services, at no additional charge, Service Provider shall assist XYZ in eradicating and reducing the effects of the Virus and, if the Virus causes a loss of operational efficiency or loss of data, assist XYZ to the same extent to mitigate, reverse and restore such losses. "**Virus**" shall mean: (A) program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations; or (B) other code typically described as a virus or by similar terms, including Trojan horse, worm or backdoor.

19.10    Disabling Code.

Service Provider represents and warrants that, without the prior written consent of XYZ (which it may arbitrarily withhold), Service Provider shall not insert into the Software any code that would have the effect of disabling or otherwise shutting down all or any portion of the Software, the Services or any Equipment. Service Provider further represents and warrants that, with respect to any disabling code that may be part of the Software, Service Provider shall not invoke such disabling code at any time, including upon expiration or termination of this Agreement for any reason, without XYZ's prior written consent.

19.11    Service Results.

Service Provider represents and warrants that each Service Result for which Service Provider otherwise has responsibility for the successful completion as part of the

Services, shall not: (A) with respect to Software and after acceptance by XYZ, materially deviate from the specifications and requirements for such Service Result for a period of not less than eighteen (18) months from delivery of the Software or the then remaining period of the Term, which ever is longer, and (B) with respect to hardware, the standard warranty period offered by original equipment manufacturers, and (C) with respect to any other Service Result indefinitely.

19.12   <u>XYZ Information</u>.

XYZ warrants that it has not knowingly withheld any information which would reasonably have been required by Service Provider to determine whether or not to enter into this Agreement.  XYZ further warrants that all Information provided by it to Service Provider is to the best of its knowledge true and accurate.

19.13   <u>XYZ Software Warranty</u>.

Where any XYZ proprietary Software or related materials are provided by XYZ to Service Provider for the purposes of the performance of the Services, XYZ warrants that it has all of the requisite legal rights to license such Software or related materials to Service Provider and Approved Subcontractors in the manner licensed under these Main Terms; provided, however, that a breach of such warranty by XYZ shall not constitute a breach of this Agreement.  Service Provider's sole and exclusive remedy for breach of the warranties covered by this Section 19.13 shall be to seek an indemnification as permitted under Section 21 and for XYZ to obtain any required consents or licenses, at its cost, to enable Service Provider and Authorized Subcontractors to use  such Software  or related materials in connection with the Services (with retrospective effect as from the date first provided to Service Provider).

19.14   <u>Disclaimers</u>.

(A)     XYZ MAKES NO WARRANTEES OTHER THEN THOSE SET FORTH HEREIN.  IN NO EVENT WILL DISCOVERY OF INFORMATION OR CHANGES IN CIRCUMSTANCES AFTER THE EFFECTIVE DATE SERVE AS THE BASIS FOR SERVICE PROVIDER TO ADJUST THE FEES OR TERMS OF THIS AGREEMENT, SAVE IN THE EVENT OF A BREACH OF THE EXPRESS WARRANTIES.

(B)     THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. OTHER THAN AS PROVIDED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 20.   INSURANCE.

20.1   <u>Minimum Insurance Requirements</u>.

Service Provider shall have and maintain in force with a reputable insurance company and show evidence of the following insurance policies:

(A)     Commercial general liability (Public Liability), including coverage for
        contractual products, issued on an occurrence basis, with a minimum policy
        limit of twenty four million Dollars ($24,000,000.00) per occurrence and
        seventy five million US Dollars ($75,000,000.00) in the aggregate; and

(B)     Professional liability (errors and omissions), with a minimum policy limit of
        thirty million US Dollars ($30,000,000.00)

20.2    No Limitation of Contract Rights.

Service Provider's obligations under Section 20.1 shall in no way limit or diminish its
indemnification obligations, or liability for claims covered, under the terms of this
Agreement or any Local Services Agreement.

**21.     INDEMNITIES**

21.1    Service Provider Indemnities.

Service Provider will indemnify and hold XYZ, XYZ's Affiliates, Permitted Users,
and their respective officers, directors, employees, agents, successors and assigns
harmless against any and all Losses arising from, related to, or in any way connected
with, any of the following:

(A)     Service Provider's failure to observe or perform any duties or obligations to be
        observed or performed on or after the effective date of assignment by Service
        Provider under any Assigned Agreements;

(B)     Any claims of infringement or misappropriation of any patent, trade secret,
        copyright or other proprietary rights, related to the Service Results, Service
        Provider Materials, or otherwise alleged to have occurred because of the
        Software, Equipment, systems or other resources provided by Service Provider
        to XYZ, or based upon performance of the Services by Service Provider;

(C)     Any claim or action by, on behalf of, or related to, any employee of Service
        Provider, its Affiliates, any Approved Subcontractor or any other party acting
        on behalf of Service Provider  related to any obligation or duty owed by
        Service Provider to such person or entity, including claims arising out of any
        employment or civil relationship, under occupational health and safety,
        worker's compensation, retirement, health and other welfare benefit plans or
        other Applicable Laws or any breach of Section 8.3(B);

(D)     Any amounts, including taxes, interest, and penalties, assessed against XYZ
        which are obligations of Service Provider pursuant to the provisions of this
        Agreement relating to taxes;

(E)     The inaccuracy or untruthfulness of any representation or warranty made by
        Service Provider under this Agreement pursuant to Section 19.5, Section 19.6,
        Section 19.7, Section 19.8 or Section 19.10;

(F)     Any claim or action against XYZ by Service Provider's Approved
        Subcontractors arising out of Service Provider's breach or violation of Service

Provider's subcontracting arrangements;

(G)     Any claim or action arising out of (1) work-related injury or death caused by Service Provider, its employees, Approved Subcontractors, or agents (except to the extent covered by XYZ's worker's compensation coverage); or (2) vested employee benefits of any kind expressly assumed by Service Provider;

(H)     Any claim or action by any employee or contractor of Service Provider or Approved Subcontractors that XYZ is liable to such person as the employer or joint employer of such person, including any claim for employee benefits as a result thereof, other than claims by Transitioned Employees arising prior to the Transfer Date;

(I)     Any claim arising out of or relating to inadequacies in the physical and data security control systems at the locations from which Service Provider provides the Service, to the extent such systems are controlled or provided by Service Provider after the Effective Date;

(J)     Any claim arising out of or relating to Service Provider's breach of its obligations in Section 18 or of any other provisions of this Agreement concerning confidentiality;

(K)     Any claim arising out of or relating to Service Provider's failure to comply with Applicable Laws;

(L)     Any claim related to Service Provider's refusal or material failure to provide Disengagement Assistance Services;

(M)     Any claim by or on behalf of any employee or former employee of XYZ, who alleges that he or she should have transferred to Service Provider in accordance with the Acquired Rights Directive under this Agreement and who Service Provider fails to employ; provided that Service Provider was, or should have been, aware of the existence of such individual;

(N)     Any claim by any Transitioned Employee relating to Service Provider's interview, screening, selection, or offer and acceptance process;

(O)     any Employment Losses incurred by any XYZ Employing Entity as a result of breach by Service Provider Employing Entity of the obligations under the provisions of Section 1, Section 3, or Section 4 of Appendix 23 (Human Resources);

(P)     any Employment Losses incurred by XYZ in respect of any Service Provider Personnel, except any Employment Losses which arise after the Termination Date in respect of Service Provider Personnel engaged by XYZ Employing Entities pursuant to Sections 4.2 of Appendix 23 (Human Resources) or Section 21.1(Q); and

(Q)     any Employment Losses incurred by any XYZ Employing Entity in connection with employing and/or terminating the employment of, any Service Provider Personnel (except in relation to any Employment Losses arising by

virtue of any acts or omissions of the XYZ Employing Entities after the effective date of the transfer of the contracts of employment of such Service Provider Personnel to XYZ Employing Entities) who has transferred to the employment of a XYZ Employing Entity under the Transfer Regulations as a result of the expiration or termination of this Agreement (in whole or in part), provided that XYZ: (i) within thirty (30) calendar days of becoming aware of such claim notifies Service Provider of the claim by any Service Provider Personnel; (ii) does not place such Service Provider Personnel on the payroll of a XYZ Employing Entity without the consent of the Service Provider; (iii) uses Commercially Reasonable Efforts to mitigate any Employment Losses incurred in connection with such employment (which shall include permitting the Service Provider Employing Entity the opportunity to reengage and redeploy any such Service Provider Personnel and the XYZ Employing Entities using Commercially Reasonable Efforts to find suitable roles for any such Service Provider Personnel in the organizations of XYZ Employing Entities); (iv) if so requested by Service Provider, promptly terminates the employment of any such Service Provider Personnel; and (v) a claim under this Section 21.1(Q) is notified by XYZ to Service Provider on or prior to the date that is eleven (11) months from the applicable Termination Date.

21.2    <u>XYZ Indemnities</u>.

XYZ will indemnify, defend and hold harmless Service Provider and its Affiliates and their respective officers, directors, employees, agents, successors and assigns against any and all Losses arising from, related to, or in any way connected with, any of the following:

(A)    XYZ's failure to observe or perform any duties or obligations to be observed or performed prior to the effective date of assignment by XYZ under any of the Assigned Agreements or for which Service Provider has assumed financial, administrative or operational responsibility;

(B)    Any third party claims of infringement or misappropriation of any patent, trade secret, copyright or other proprietary rights, alleged to have occurred because of systems or other resources provided to Service Provider by XYZ;

(C)    Any claim arising out of or relating to XYZ's breach of its obligations in Section 18;

(D)    any Employment Losses incurred by any Service Provider Employing Entity as a result of breach by any XYZ Employing Entity of the obligations under the provisions of Section 1 or Section 4 of <u>Appendix 23</u> (Human Resources); and

(E)    any Employment Losses incurred by any Service Provider Employing Entity in connection with the employing of a XYZ Employee by XYZ, the employing of a XYZ Employee by a Service Provider Employing Entity and/or the termination of a XYZ Employee by Service Provider Employing Entity, where the XYZ Employee has transferred to the employment of a Service Provider Employing Entity under the Transfer Regulations as a result of this Agreement, provided that the Service Provider (i) within thirty (30)

calendar days of becoming aware of such claim notifies XYZ of the claim by any XYZ Employee; (ii) does not place such XYZ Employee on a Service Provider Employing Entity payroll without the consent of XYZ; (iii) uses Commercially Reasonable Efforts to mitigate any Employment Losses incurred in connection with such employment (which shall include permitting XYZ Employing Entities the opportunity to reengage and redeploy any such XYZ Employee), (iv) if so requested by XYZ, promptly terminates the employment of any such XYZ Employee and (v) a claim under this Section 21.2(E) is notified by Service Provider to XYZ on or prior to twelve (12) months from the Effective Date.

21.3    Additional Indemnities.

Each Party (indemnitor) agrees to indemnify, defend and hold harmless the other (indemnitee) and its Affiliates, officers, directors, employees, agents, successors and assigns, from any and all Losses and threatened Losses arising from, in connection with, or based on allegations whenever made of, any of the following:

(A)    The death or bodily injury of any agent, employee (other than an employee of the indemnitor), customer, business invitee, or business visitor or other person caused by the negligent acts or omissions of the indemnitor (except to the extent that that the indemnitor is considered a "special employer" under Applicable Laws);

(B)    The damage, loss or destruction of any real or tangible personal property caused by the negligent acts or omission of the indemnitor; and

(C)    Any claim, demand, charge, action, cause of action, or other proceeding asserted against the indemnitee but resulting from an act or omission of the indemnitor in its capacity as an employer of a person.

21.4    Infringement.

(A)    If the use of any item provided by Service Provider or the performance of any Services or part thereof becomes the subject of an infringement or misappropriation claim or proceeding, in addition to indemnifying XYZ and in addition XYZ's other rights, Service Provider shall promptly further at its option and cost: (1) procure the continued right for XYZ to continue the use of the infringing Service or item concerned, or (2) replace or modify the item to make it non-infringing or without misappropriation, provided that any such replacement or modification must not degrade the performance or quality of the affected component of the Services and Service Provider shall be responsible for the cost of any new interfaces or integration work required as a result of the replacement or modification; or (3) if, agreed by XYZ, remove the item from the Services, in which case Service Provider's charges shall be equitably adjusted to reflect such removal and if in XYZ's reasonable opinion such removal is material to all or any substantial portion of the remaining Services XYZ may terminate such portion of the affected Services or the entire Agreement, as the case may be, without penalty.

(B)    If any item provided by XYZ in connection with the Services becomes the

subject of an infringement or misappropriation claim or proceeding, Service Provider shall promptly cease using such item except as otherwise directed by XYZ, and Service Provider will be excused from performing the affected Services as provided in Section 16.2.

21.5    Procedures.

(A)    Indemnitee agrees to inform indemnitor in writing and without unreasonable delay of any such claims, suits, actions or demands referred to in this Section 21, which indemnitee has become aware of.  Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor acknowledges its indemnification obligation and elects to assume control of the defense and settlement of that claim (a "**Notice of Election**").

(B)    If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, indemnitee agrees to give the indemnitor control over the defense of such claims, suits, actions or demands; provided, however, that:

(1)    the indemnitor shall obtain the prior written approval of the indemnitee before entering into any settlement of such claim or ceasing to defend against such claim, suit, action or demand;

(2)    indemnitee agrees to cooperate in the defense at indemnitor's expense, and indemnitee shall not agree to the settlement of any such claim, suit, action or demand prior to judgment thereon without the prior written consent of indemnitor, which consent shall not be unreasonably withheld; and

(3)    notwithstanding indemnitor's primary right to have control over the defense, (i) indemnitee has the right to select its own counsel to independently participate in any such defense at indemnitee's expense, (ii) indemnitee may take all reasonably necessary steps, at the expense of indemnitor, to defend itself unless indemnitor, to the reasonable satisfaction of indemnitee, assigns a reputable counsel and carries out the defense in a professional manner.

(C)    If the indemnitor does not deliver a Notice of Election relating to any claim, or otherwise fails to acknowledge its indemnification obligation or to assume the defense of any claim, within the required notice period, the indemnitee shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the indemnitor (including payment of any judgment or award and the costs of settlement or compromise of the claim).  The indemnitor shall promptly reimburse the indemnitee for all such costs and expenses, including payment of any judgment or award and the costs of settlement or compromise of the claim.

21.6    Subrogation.

If an indemnitor shall be obligated to indemnify an indemnitee under this Agreement, the indemnitor shall, upon fulfillment of its obligations with respect to indemnification, including payment in full of all amounts due pursuant to its indemnification obligations, be subrogated to the rights of the indemnitee with respect to the claims to which such indemnification relates.

## 22. LIABILITY

22.1 <u>General Intent</u>.

Subject to the liability restrictions below, it is the intent of the Parties that each Party shall be liable to the other Party for any actual damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required by this Agreement.

22.2 <u>Liability Restrictions</u>.

(A)   Subject to Section 22.2(C), neither Party shall be liable to each other in contract, tort or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill, or for any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with this Agreement.

(B)   Subject to Section 22.2(C), each Party's total liability to the other (and including in this regard all potential liabilities to the other Party's Affiliates and/or Permitted Users, as the case may be), whether in contract or in tort (including breach of warranty, negligence and strict liability in tort) for any and all events giving rise to liability in a single Contract Year shall be limited to the greater of: (i) thirty (30) Million Euros (€30,000,000) and (ii) the amount equal to the total charges payable to Service Provider pursuant to the Agreement for proper performance of the Services for the eighteen (18) months prior to the month in which the most recent event giving rise to liability occurred; and provided that if such event giving rise to liability occurs during the first eighteen (18) months after the Effective Date, then the amount described in (ii) of this Section 22.2(B) shall be deemed to be the amount equal to the total charges that would have been payable to Service Provider pursuant to the Agreement for proper performance for the Services during the first eighteen (18) months after the Effective Date assuming the baseline volumes were achieved. In addition, subject to Section 22.2(C), each Party's total liability to the other, whether in contract or in tort (including breach of warranty, negligence and strict liability in tort) for all events giving rise to liability under or in connection with this Agreement during the Term and thereafter be limited to sixty (60) Million Euros (€60,000,000). The Parties further agree that in the event that a single cause of action or connected causes of action span more than one Contract Year, the limit of liability applicable to the resulting claim(s) shall be restricted to that for Contract Year in which the action arose or connected causes of action first arose. For purposes of this Section 22, the first Contract Year shall be construed to mean the period beginning on the Effective Date and ending twelve (12) months from the Service Commencement Date.

(C)     The limitations set forth in Sections 22.2(A)-(B) shall not apply with respect to: (1) damages occasioned by the intentional or willful misconduct or gross negligence of a Party; (2) claims that are the subject of indemnification, except for the indemnities under Section 21.1(G)(2) and Section 21.1(H) (which shall be subject to the limitation of liability in Section 22.2(B)); (3) damages occasioned by a Party's breach of its obligations with respect to Information; (4) damages occasioned by a Party's breach of its obligations with respect to compliance with all Applicable Laws; (5) damages occasioned by any Service Provider breach of its obligations with respect to compliance with all Applicable Laws related to data protection and privacy; (6) damages occasioned by willful abandonment of the work by Service Provider (in the sense of the Service Provider ceasing to provide the Services on the basis of a purely commercial decision and otherwise than in the reasonably held belief of having a valid right of termination); (7) Performance Credits; (8) a breach of Section 3.3(C); or (9) a breach of, or liabilities arising under Section 2 of <u>Appendix 23</u> (Human Resources).

## 23.     DUTY TO INFORM, RISK MANAGEMENT AND FORCE MAJEURE

23.1    <u>Duty to Inform</u>.

Service Provider shall promptly inform XYZ of any event which adversely affects or may affect the performance of Service Provider to a material degree (including any delay in delivery or performance, change in control or ownership or legal form of the Service Provider, or infringement of third party rights) or any other act omission or development which would be important for XYZ to be aware of in order to take precautions to prevent the aforesaid from causing an adverse effect to its businesses or reputation.

23.2    <u>Risk Management</u>.

Service Provider shall have and maintain a risk management system including documented disaster recovery plan for incidents affecting Service Provider's activities relating to the provision of Services (including Force Majeure Events). Service Provider shall upon XYZ's request submit such plan for XYZ's review and follow any reasonable instructions by XYZ with respect thereto. Service Provider shall be responsible at its cost for regularly testing and practicing the disaster recovery plan and XYZ shall be entitled to participate in such test/practicing.

23.3    <u>Force Majeure</u>.

(A)     Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement, including any performance of, receipt of, or payment for, the Services (1) if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, terrorism, orders under the Defense Production Act, labor actions by a third party's employees (other than those of an Approved Subcontractor), or any other cause beyond the reasonable control of such Party; (2) provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be

circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (including, with respect to Service Provider, by Service Provider meeting its obligations for performing disaster recovery or business continuity services as provided in this Agreement) (each such event, a "**Force Majeure Event**").

(B)     In such event the non-performing Party shall be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail and such Party continues to use Commercially Reasonable Efforts to recommence performance or observance without delay; provided, however, that a Force Majeure Event will not relieve Service Provider of its obligations to implement successfully all of the Services relating to disaster recovery and business continuity that are included in this Agreement within the time period described in this Agreement (save to the extent that such disaster recovery and business continuity services are themselves impacted by the relevant Force Majeure Event). Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within twenty-four (24) hours of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

(C)     If any Force Majeure Event substantially prevents, hinders or delays performance of the Services necessary for the performance of functions reasonably identified by XYZ as critical for more than five (5) consecutive days or any material portion of the Services for more than seven (7) days, then at XYZ's option: (1) XYZ may procure such Services from an alternate source; (2) XYZ may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (3) XYZ may terminate this Agreement without liability to XYZ or Service Provider (save in respect of the obligation to pay for Services rendered up to the point of termination and for any unpaid Transition Fees) as of a date specified by XYZ in a written notice of termination to Service Provider. Service Provider shall not have the right to any additional payments from XYZ for costs or expenses incurred by Service Provider as a result of any Force Majeure Event. If XYZ procures services from an alternate source as provided under sub-section (C)(1) above, XYZ will be responsible for payment of fees due to such alternate source provided Service Provider has effectively implemented the relevant disaster recover and business continuity plan as required under this Agreement. Service Provider shall be responsible for paying any additional cost incurred by XYZ in procuring such alternate source if Service Provider fails to effectively implement the relevant disaster recover and business continuity plan as required under this Agreement.

(D)     Whenever a Force Majeure Event or a disaster causes Service Provider to allocate limited resources between or among Service Provider's customers, Service Provider will not provide to any other customers priority over XYZ. In addition, in no event will Service Provider redeploy or reassign any Key Service Provider Personnel to another account in the event of a Force Majeure Event or a disaster without XYZ's prior consent.

## 24. DISPUTE RESOLUTION; APPLICABLE LAW

24.1   General.

(A)    The Parties initially shall attempt to resolve their disputes informally through the governance processes set forth in Appendix 13 (Governance). If the Parties are unable to resolve a dispute informally, either Party may pursue its remedies under this Agreement as described in Section 24.1(B).

(B)    Subject to Section 25.12, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof that remains unresolved at any phase of the governance processes described in Appendix 13 (Governance) will be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The arbitration shall be conducted in Helsinki, Finland, in the English language. The award shall be final and binding on the Parties. Notwithstanding the foregoing, either Party will be able to request a court of competent jurisdiction to grant provisional injunctive relief to such Party until the arbitration panel can render a recommendation or binding judgment on the matter in question. Nothing in this Agreement shall be deemed to limit the Parties' rights to enforce an arbitration award in any court of law.

(C)    Without prejudice to Arbitration Rules of the Finnish Central Chamber of Commerce or requirements under any relevant legislation including stock exchange legislation or rules, the proceedings, documents and other information submitted by the Parties or prepared by the court or the arbitrator(s) and the final award shall be deemed Information disclosed under this Agreement.

(D)    Finnish law, excluding its conflicts of law principles, will govern this Agreement. The Local Services Agreements will be governed by Local Law only for local law issues as required by mandatory legislation, excluding their respective conflicts of law principles, if any.

24.2   Continued Performance.

(A)    Except as otherwise directed by the other Party, each Party shall continue performing its obligations under this Agreement while a dispute is being resolved except (and then only) to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either Party's right to terminate this Agreement in accordance with the terms of this Agreement.

(B)    If there is a breach of this obligation (in addition to all other remedies and rights and without the same constituting an election of remedies), XYZ shall be entitled to seek and obtain injunctive relief, without posting bond or proving damages. The limitation of liability and exclusion of consequential damages shall not apply to damages suffered as a result of either Party's breach of this provision.

## 25. TERMINATION

25.1   Termination Generally

Any right for XYZ to terminate this Agreement means the right to terminate this Agreement, in whole or in part, including the Services or Support Services, in whole or in part, in a given geographic region or jurisdiction, and/or the termination of any or all Local Services Agreements. No termination fee or other changes shall be payable by XYZ to Service Provider in connection any termination of this Agreement, in whole or in part, except as provided in Appendix 12 (Fees).

25.2   Termination For Cause By XYZ.

XYZ may terminate this Agreement:

(A)   upon thirty (30) days' prior written notice if Service Provider commits a material breach of this Agreement which is capable of being cured within thirty (30) days, and fails to remedy such breach within such thirty (30) day period;

(B)   upon thirty (30) days' notice if Service Provider commits a material breach of this Agreement which is not capable of being cured;

(C)   upon thirty (30) days' notice if Service Provider commits numerous breaches of its duties or obligations that collectively constitute a material breach of this Agreement, which may include failure to meet Service Levels.

If XYZ chooses to terminate this Agreement in part, the charges payable under this Agreement will be equitably reduced to reflect those services that are terminated.

25.3   Termination by Service Provider.

If, and only if, XYZ fails to pay Service Provider when due undisputed charges totaling an amount equivalent to at least two (2) months of the average amount of Fees accruing under this Agreement and fails to make such payment within thirty (30) days of written notice from Service Provider of the failure to make such payment, Service Provider may by giving written notice to XYZ terminate this Agreement as of a date specified in the notice of termination which is at least thirty (30) days thereafter.

25.4   Termination for Convenience by XYZ.

(A)   After the first Contract Year, XYZ may terminate this Agreement or a Support Service for convenience and without cause at any time by giving Service Provider at least four (4) months' prior written notice designating the termination date. Upon any termination for convenience under this Section 25.4, XYZ will pay to Service Provider only those fees expressly set forth in Appendix 12 (Fees) designated as fees applicable upon a termination for convenience. If a purported termination for cause by XYZ is determined by a competent authority not to have been properly a termination for cause, then

such termination by XYZ will be deemed to have been a termination for convenience.

(B)      A reduction in Service volume resulting from a change in XYZ's business, insourcing, or other reduction in volume or revenue paid to Service Provider will never be deemed a termination for convenience by XYZ.  However, (i) if XYZ resources (i.e. to a third party provider) or insources (i.e. to XYZ) seventy five percent (75%) of the Services scope as of the Service Commencement Date or (as measured by revenue across all towers, assuming  the baseline volumes set forth in Appendix 12 (Fees) after the entire Transition  is  completed), then  such resourcing or insourcing  will  be  deemed a termination for convenience of the entire Agreement under this Section 25.4 without the need of XYZ to provide further notice,  and  (ii) if XYZ resources (i.e. to a third party provider) or insources (i.e. to XYZ) one hundred percent (100%) of volume under a Support Service as of the Service Commencement Date, then such resourcing or insourcing will be deemed a termination for convenience of such Support Service the entire Agreement  under this Section 25.4 without the need of XYZ to provide further notice.

25.5    Termination for Change of Control.

If (A) another entity not currently an Affiliate of Service Provider, directly or indirectly, in a single transaction or series of related transactions, acquires either Control of Service Provider or all or substantially all of the assets of Service Provider; or (B) Service Provider is merged with or into another entity, then, at any time within nine (9) months after the last to occur of such events, XYZ may terminate this Agreement by giving Service Provider at least three (3) months' prior written notice and designating a date upon which such termination shall be effective.

25.6    Termination Due To Force Majeure Event.

This Agreement may also be terminated in whole or part following a Force Majeure Event as provided in Section 23.3.

25.7    Termination Due To Service Provider's Financial Inability To Perform.

XYZ may terminate this Agreement without liability for default upon the occurrence  of Service Provider (A) filing, or having filed against it,  a petition under any  Applicable Laws for bankruptcy or insolvency law in  any  jurisdiction; (B) admitting in writing its inability to pay its debts generally; (C) making an assignment for the benefit of creditors; (D) becoming subject to the direct control of a receiver, trustee or similar authority for itself or any substantial part of itself or any substantial part of its property; (E) generally committing any act of insolvency, including the failure to pay obligations as they become due; or (F) ceasing to carry on business in the normal  course.

25.8    Extension of Termination Effective Date.

XYZ may extend the effective date of termination/expiration one or more times as it elects in its discretion, provided that the total of all such extensions shall not exceed one hundred eighty (180) days following the effective date of termination/expiration

in place immediately prior to the initial extension under this Section 25.8, at the charges then in effect.

25.9    <u>Disengagement Assistance Services</u>.

(A)    Starting six (6) months prior to expiration of this Agreement or on such earlier date as XYZ may request, or commencing upon a notice of non-renewal or termination (including notice based upon default by XYZ) of this Agreement or of the Services or one or more Support Services, or other cessation or withdrawal of any of the Services (including as provided in Section 4.7(A)) and continuing through the effective date of expiration or termination of this Agreement or other cessation or withdrawal of any of the Services (as such effective date may be extended under this Agreement or as such period is extended pursuant to Section 25.9(B)) (each such termination, expiration, cessation or other withdrawal of Services, an "**Exit Event**"), Service Provider shall provide to XYZ, or at XYZ's request to XYZ's designee, the reasonable disengagement assistance requested by XYZ to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to XYZ or its designee (including a competitor of Service Provider) ("**Disengagement Assistance Services**").

(B)    For twelve (12) months following the effective date of the Exit Event, at XYZ's request Service Provider shall continue to provide Disengagement Assistance Services. Actions by Service Provider under this Section 25.9 shall be subject to the other provisions of this Agreement. Charges for Disengagement Assistance Services shall be at the Fees, personnel rates, or other rates as specified in <u>Appendix 12</u> (Fees), as applicable, or at such lower rates as are equitable under the circumstances.

(C)    Service Provider will provide reasonable assistance to XYZ or its designee to facilitate the hiring of employees who are potentially transferable pursuant to the Acquired Rights Directive (e.g., providing names, resumes and other information reasonably requested by XYZ) and including information which Service Provider is required to provide under the Acquired Rights Directive or any Applicable Laws or applicable collective agreement.

(D)    During the period of six (6) months prior to the natural expiration of this Agreement or once notice of any termination is given for any reason:

(1)    Service Provider will not assign additional Service Provider Personnel to those functions to which the termination or expiry relates except as necessary to address attrition and meet the Service Levels (in which event Service Provider will provide prior notification to XYZ of any such assignments and request consent to do so);

(2)    Service Provider will, subject to any Applicable Laws related to data protection and to the extent applicable to individuals whose employment may transfer to XYZ or a replacement supplier pursuant to the Acquired Rights Directive or equivalent legislation, provide such information as XYZ may reasonably request relating to all employees (including Transitioned Employees) and contractors who are employed

or contracted by Service Provider to perform the Services or functions under the Agreement, including information and copies of any records relating to numbers, salary and benefit levels, length of service, age, etc., and including information which Service Provider is required to provide under the Acquired Rights Directive or any Applicable Laws or applicable collective agreement, and Service Provider will make such information available to potential successor vendors on any re-tendering exercise;

(3)     Service Provider will not make any material changes to the terms and conditions of Service Provider's employees (and contractors) who perform functions for XYZ under the Agreement and Service Provider will not terminate any such employment or contract (other than for misconduct), nor reassign such employee/contractor away from performance of functions under the Agreement, without XYZ's consent; and

(4)     Service Provider will assist XYZ and its successors to comply with any legal requirements in any country relating to business transfers which may apply to XYZ and any potential successor vendors, including the timely provision of any information in accordance with this Section 25.9(D) or as may be required by Applicable Laws.

25.10   Disengagement Plan.

(A)     Within sixty (60) days after the Service Commencement Date, Service Provider will provide to XYZ for its approval a final draft framework for the disengagement and transfer of the Services upon the expiration, termination, insourcing or resourcing of such Services (the "**Disengagement Plan**"). Once approved, such plan will be the Disengagement Plan for the purposes of this Article. The Disengagement Plan will include the services, functions and responsibilities listed in Appendix 20 (Disengagement Assistance), and will:

(1)     specify by function Key Service Provider Personnel and other resources that will be used to perform Disengagement Assistance Services;

(2)     provide an estimate of incremental Fees for the additional resources required to provide the Disengagement Assistance Services;

(3)     specify substantially all things necessary to carry out the Disengagement Assistance Services as efficiently as reasonably possible; and

(4)     set out a model timetable and process for effecting Disengagement Assistance Services that will enable XYZ to have completed disengagement as quickly as reasonably possible without materially disrupting the quality of the Services and without limiting Service Provider's obligation to meet the Service Levels during the Disengagement Assistance Period.

(B)     Service Provider will keep the Disengagement Plan up to date during the Term by updating the Disengagement Plan during the Term as necessary, but not more than twice each Contract Year, to take into account changes to the Services and New Services and submitting such updates to XYZ for approval. Upon approval such updates will be incorporated into the Disengagement Plan.

25.11   Bid Assistance.

(A)     In the process of evaluating whether to undertake or allow termination, expiration or renewal of this Agreement, XYZ may consider obtaining, or determine to obtain, offers for performance of services similar to the Services following termination or expiration of this Agreement. As and when reasonably requested by XYZ for use in such a process, Service Provider shall provide to XYZ such information and other cooperation regarding performance of the Services as would be reasonably necessary for a third party to prepare an informed, non-qualified offer for such services, and for a third party not to be disadvantaged compared to Service Provider if Service Provider were to be invited by XYZ to submit a proposal.

(B)     The types of information and level of cooperation to be provided by Service Provider shall be no less than those provided by XYZ to Service Provider and by Service Provider to XYZ as part of the process for evaluating whether to enter into this Agreement. Service Provider's support in this respect shall include providing information regarding Equipment, Software, staffing and other matters that Service Provider would otherwise provide as part of Disengagement Assistance Services and cooperating with prospective vendors during due diligence as part of the bid process, including making requested personnel available for interviews.

25.12   Equitable Remedies.

Service Provider acknowledges that, if it breaches (or attempts or threatens to breach) its obligation to provide Disengagement Assistance Services or its confidentiality obligations related to XYZ Information, XYZ will be irreparably harmed. In such a circumstance, XYZ may proceed directly to court. If a court of competent jurisdiction should find that Service Provider has breached (or attempted or threatened to breach) any such obligations, Service Provider agrees that, without any additional findings of irreparable injury or similar procedural requirements to obtaining injunctive relief (including the posting of bond), it shall not oppose the entry of an appropriate order compelling performance by Service Provider and restraining it from any further breaches (or attempted or threatened breaches).

25.13   Step-In Rights.

(A)     XYZ will be entitled to exercise Step-In Rights in accordance with Appendix 11 (Step-In Rights and Process) in the event that a Step-In Event occurs.

(B)     XYZ may engage a third party to assist Service Provider in remedying the matters triggering a Step-In Event or appoint a person as step-in manager to manage Service Provider's restoration of any of the matters triggering a Step-

In Event, and Service Provider shall be liable for XYZ's costs associated with XYZ's exercise of its Step-In Rights, subject to such costs being reasonable, to there being a maximum duration of the step-in action of two (2) months, and such paid costs shall count against the limits of liability under Section 22.2(B), but in any event subject to Section 22.2(C).

(C)     When XYZ's Step-In Rights are triggered in accordance with Section 25.13(A), XYZ may exercise any of the following rights and take any of the following actions:  (1) enter and remain on any premises where the Services are provided; (2) take control of the Services (including the Equipment and Software used to provide the Services); and (3) give directions to and manage the Service Provider Personnel.

(D)     Service Provider must provide all documentation, materials, rights and assistance reasonably required to enable XYZ (or its nominee) to exercise the Step-In Rights under this Section 25.13.

## 26.     COMPLIANCE WITH LAWS

26.1    <u>Compliance with Laws and Regulations Generally</u>.

(A)     Service Provider shall perform its obligations in a manner that complies with Applicable Laws to the extent they are applicable to the discharge of its obligations for the provision of Services under this Agreement.  Service Provider is responsible for the fulfillment of any and all obligations and tasks of an employer that are provided for by any Applicable Laws.  This includes but is not restricted to the obligation to fulfill, properly address, and satisfy all work permit issues, company and individual tax liabilities as well as social security and pension contributions.  All of Service Provider Personnel used in the performance of the Services shall be properly insured in accordance with any Applicable Laws and XYZ shall in no way be responsible for insuring  such personnel.

(B)     If a charge occurs of non-compliance of a Party with any such Applicable Laws, the Party so charged shall promptly notify the other Party of such charges in writing.

(C)     Service Provider shall, at its own expense, perform all filings and obtain and maintain all licenses, consents, permits, approvals and authorizations of any Governmental Authority, and provide any notice to any Governmental Authority, the granting or giving of which is required by Applicable Laws, to the extent it's required to discharge of it's obligations for the provision of the Services.

26.2    <u>Export</u>.

(A)     The Parties acknowledge that certain Software and technical data to be provided under this Agreement and certain transactions under this Agreement may be subject to export controls.  Neither Party shall export or re-export any such items or any direct product thereof or undertake any transaction in violation of any such Applicable Laws.  Service Provider will inform XYZ

Corporation of any applicable export restrictions relating to the Services.

(B)     To the extent within Service Provider's control, Service Provider shall be responsible for, and shall coordinate and oversee, compliance with such export laws in respect of such items exported or imported under this Agreement. Service Provider shall be responsible for, among other things, the preparation and filing of all required documentation, including all export, import and shipping documentation, and the securing of all required licenses, permits or authorizations in compliance with the aforementioned laws and regulations.

## 27.     GENERAL

27.1    Entire Agreement.

This Agreement and GATA and the Local Services Agreements form the entire agreement between the Parties relating to the subject matter hereof and supersede all prior communications, written or oral, between the Parties, except for any specific confidentiality agreement relating to the subject matter hereof entered into between the Parties. All amendments and modifications to this Agreement, GATA and the Local Services Agreements shall be made by a written document signed by the relevant parties to such agreement. No contradictory or additional terms in Service Provider's general conditions or similar standard documentation shall bind XYZ. Headings are used for the purpose of reference only and shall not affect the interpretation of this Agreement.

27.2    Assignment and Transfer.

Neither Party shall be entitled to assign, transfer or delegate all or any of its rights, benefits and obligations under this Agreement without the prior written consent of the other Party, except that XYZ Corporation may assign this Agreement, and its obligations hereunder, in whole or in part, to one of its Affiliates or to a third party in connection with a Restructure provided that such assignee would reasonably be viewed as being capable of satisfying its obligation under this Agreement, including, without limitation, payment obligations. This Agreement will be binding on the Parties and their respective successors and permitted assigns. Any assignment in contravention of this subsection will be void.

27.3    Notices.

Any notice given by one Party to the other shall be deemed properly given if specifically acknowledged by the receiving Party in writing or when delivered to the recipient by hand, registered mail or special courier during normal business hours to the following addresses (or such other address as may be notified in writing from time to time by either Party):

(a)     if to XYZ Corporation, to:

XYZ Corporation
Indirect Sourcing (INS)
P.O. Box  372
FIN-00045 XYZ Group

Finland
Attn: Perttu Louhi, Senior Sourcing Manager

XYZ GmbH
XYZ IT
Balcke-Dürr-Allee 2
D-40882 Ratingen,
Germany
Attn: Ralf Kiwitt, Head of Global User Services

With a copy to:
XYZ Corporation
Sourcing & IT
Legal
P.O. Box 226
FIN-00045 XYZ Group
Finland
Attn: Sami Rintala, Senior Legal Counsel

    (b)    if to Service Provider, to

General Counsel
HCL Technologies Limited
A-11 , Sector 16
Noida , UP, India

Each communication and document made or delivered by one Party to another pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

27.4    <u>Independent Parties</u>.

Each Party is operating, and will continue to operate, for its own account and nothing in this Agreement is intended or shall be construed to authorize either Party to create or assume any liability or indebtedness of any kind in the name of or on behalf of the other Party or to act for or be responsible for the performance of the other Party in any manner whatsoever. No contract of agency and no joint venture are intended to be created hereby. Service Provider shall conduct its business pertaining to this Agreement independently and at its own risk.

27.5    <u>No Liens</u>.

Service Provider acknowledges and agrees that it has no right to assert any liens over or to withhold or retain any materials or other assets generated or provided by or for XYZ or proprietary or confidential to XYZ.

27.6    <u>Remedies and Waivers</u>.

No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or

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the exercise of any other right or remedy.  No right or remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy, and each right and remedy will be cumulative and in addition to any other right or remedy under this Agreement, or under Applicable Laws, whether now or hereafter existing.  A Party's exercise of any right or remedy does not affect its other rights or remedies in accordance with this Agreement or otherwise.

27.7    Partial Invalidity.

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Applicable Laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

27.8    Construction.

The term "includ(ing)(e/es)" means "includ(ing)(e/es) without limitation," and the terms "herein," "hereof," "hereunder" and words of similar import shall mean references to this Agreement as a whole and not to any individual Section or portion of this Agreement.  All references to currency amounts will be to Euros.  All references to "day" or "days" mean calendar days, unless otherwise noted.  All references to "business day" means any weekday on which the headquarters for the Party to which the applicable obligation pertains is not closed.  All references to "Section" in these Main Terms shall mean a reference to the numbered paragraph in these Main Terms, unless another contract document is expressly referenced.  No provision of this Agreement will be interpreted in favor of, or against, either of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or such provision.

27.9    Counterparts.

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties.

27.10   Consents and Approvals.

Except where expressly provided as being in the discretion of a Party, where approval, acceptance, consent or similar action by either Party is required under the Agreement, such action shall not be unreasonably delayed or withheld.  An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent. Each Party shall, at the request of the other Party, perform those actions, including executing additional documents and instruments, reasonably necessary to give full effect to the terms of this Agreement.

27.11   Public Disclosures.

All media releases, public announcements and public disclosures by either Party relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing Party, shall be coordinated with and approved in writing by the other Party prior to release.

27.12    Third Party Beneficiaries.

Except as provided in Section 21, this Agreement is entered into solely between, and may be enforced only by, XYZ Corporation and Service Provider, and this Agreement shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

27.13    Non-solicitation of Employees.

Except in accordance with Appendix 23 (Human Resources), from the Effective Date until six (6) months after completion of its obligations under this Agreement, Service Provider and XYZ Corporation shall not directly or indirectly solicit or seek to procure, without the prior written consent of the other Party, the employment of (1) in the case of XYZ Corporation, Service Provider's employees engaged in the provision of the Services during the period they are so engaged and for six (6) months thereafter, and (2) in the case of Service Provider, XYZ's employees engaged in the provision of its information technology services during the period they are so engaged and for six (6) months thereafter.  If XYZ Corporation is aware that its Affiliates are soliciting Service Provider Personnel in violation of this Section, XYZ Corporation will use Commercially Reasonable Efforts to cause such Affiliates to cease such solicitation.  Nothing in this Section shall be interpreted to restrict either Party or their Affiliates from hiring an employee of the other Party or their Affiliates where such employee has responded to a general employment advertisement or solicitation.

27.14    Covenant of Good Faith.

Except where an obligation is specifically identified as being in a Party's sole discretion, each Party, in its respective dealings with the other Party under or in connection with this Agreement, shall act in good faith and with fair dealing.

27.15    Incorporation By Reference.

All Appendices, Exhibits, and any other documents attached hereto are hereby incorporated by reference into this Agreement, and any amendments to such Appendices, Exhibits, and any other documents attached hereto, and any other Appendices, Exhibits, or other attachments that are agreed upon by the Parties after the Effective Date, shall likewise be incorporated by reference into this Agreement.

27.16    Surviving Clauses.

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive.  Such terms and conditions include (but are not limited to) Sections 1, 2, 3.2, 3.3(C), 4.5, 5,

6.2(B), 7, 8.3(B), 8.3(C), 8.3(F), 8.3(G), 8.3(K), 10, 12.3, 13.5, 14.1, 14.3(B), 14.6, 14.7, 14.10, 15.1, 15.4, 15.5, 15.6, 17, 18 (but not Section 18.5), 19, 21, 22, 23.3, 24, 25.8, 25.9, 25.12, 26, and 27; and the provisions in Appendices 1 (Definitions), 8 (Technology, Architecture and Security), 12 (Fees), 13 (Governance), 16 (Data Protection), 18 (Service Provider Use of XYZ Facilities), 20 (Disengagement Assistance), and 23 (Human Resources).

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**[Signature Page to Follow]**

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XYZ Corporation and Service Provider have caused this Global Services Agreement to be signed and delivered by their duly authorized representative:

**XYZ CORPORATION**                    **HCL TECHNOLOGIES LIMITED**

By: _____          By: _____

Name: _____          Name: _____

Title: _____          Title: _____


By: _____          By: _____

Name: _____          Name: _____

Title: _____          Title: _____

**APPENDIX 1**

**DEFINITIONS**

XYZ Corporation

Confidential

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Global Services Agreement

Appendix 1 (Definitions)

XYZ Agreement #:  ESLNS01T 4840

**APPENDIX 1**

**DEFINITIONS**

1.  "**Access Controls**" means Software or configurations implemented to manage access to Systems, Software or data.

2.  "**Acquired Rights Directive**" means the Directive 2001/23/EC of the European Parliament and of the Council on the approximation of the laws of the European Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses and any subsequent amendments thereto.

3.  "**Adjustment**" is defined in Section 15.1(D) of the Main Terms.

4.  "**Affiliate**" means, with respect to any entity, any other entity Controlling, Controlled by, or under common Control with, such entity at the time in question. At XYZ's option, (a) an entity shall be deemed to remain an Affiliate of XYZ for twenty four (24) months after the date it ceases to be Controlled by XYZ and (b) the purchaser of all or substantially all the assets of any line of business of XYZ shall be deemed an Affiliate of XYZ for twenty four (24) months after the date of purchase, but only with respect to the business acquired.

5.  "**Agreement Data Warehouse**" is defined in Section 2.3 of Appendix 4 (Service Descriptions).

6.  "**Agreement**" means the Global Services Agreement, including the Appendices, Exhibits and Attachments attached, together with the Global Asset Transfer Agreement, if any, and Local Services Agreements as well as any documentation expressly incorporated by reference therein and shall include any amendments or addenda that may subsequently be agreed upon between the Parties in writing.

7.  "**Applicable Laws**" means any applicable law, statute, regulation, ordinance or subordinate legislation, whether domestic, foreign or international, in force from time to time to which a Party is subject, including: (a) the common law as applicable to the Parties from time to time; (b) any binding court order, judgment or decree; and (c) any applicable directive, policy, rule or order that is binding on a Party and that is made or given by any government, an agency thereof, or any regulatory body, of any country, the European Union, or other national, federal, commonwealth, state, provincial or local jurisdiction and of any exchange or association (including the New York Stock Exchange and the National Association of Securities Dealers) whose regulations are binding on either Party pursuant to a self-regulating mechanism approved by a governmental entity.

8.  "**Application Gateway**" means a gateway System providing and controlling end user access to an application between and within a Security Domain.

9.  "**Application Owner**" means the XYZ person or business unit, identified by XYZ, that is responsible for application configuration, installation documentation, functional operation verification, key user or specialist's appointment and training coordination.

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10. "**Applications Software**" means those programs and programming (including the supporting documentation, media, on-line help facilities and tutorials) that perform specific user related data processing and telecommunications tasks in connection with the Services.

11. "**Approved Subcontractor**" means Pre-Approved Subcontractors, and any subcontractor of Service Provider that has been approved by XYZ to provide Services in accordance with the XYZ Subcontractor Approval Process.

12. "**Asset Management System**" means a Service Provider System used to provide IT Equipment asset management services to XYZ, as described in Exhibit 4-3 (Workstation Creation and Maintenance Service Description).

13. "**Assigned Agreements**" is defined in Section 9.2(A) of the Main Terms.

14. "**Authorized Service Locations**" are those Service Provider locations and/or facilities set forth in Appendix 9 (Authorized Service Locations).

15. "**Background Check Requirements**" is defined in Section 8.3(I) of the Main Terms.

16. "**Baseline Volume**" means the baseline total aggregate number of units set forth in the applicable Resource Unit baseline table as of the Effective Date, and attached to Appendix 12 (Fees).

17. "**Benchmarked Services**" is defined in Section 10.1 of Appendix 12 (Fees).

18. "**Benchmarker**" is defined in Section 10.1 of Appendix 12 (Fees).

19. "**Border Security Gateway**" means a solution to control network connections between two Security Domains. The controls can include measures such as user authentication, authorization, network level filtering and Encryption.

20. "**Business Critical Application**" means the software applications identified by XYZ as "Business Critical" in the Critical IT Applications document on the XYZ "IT Production Management" intranet page.

21. "**Business Day**" means a Monday through Friday, except for public holidays observed in the country concerned; provided, however, that in certain Islamic countries (as designated in the Procedures Manual), a Business Day means a Sunday through Thursday, except for public holidays observed in the country concerned.

22. "**Business Hours**" means the local working hours at each respective XYZ Facility or, if a Permitted User is either away from a XYZ Facility or is not a XYZ employee, the local working hours in the geographic area where the Permitted User is located. If no local working hours are known, then the default is 8:00 - 17:00 local time.

23. "**Change Control Procedures**" has the meaning given in Section 8.4(C) of Appendix 13 (Governance).

24. "**Change Management**" means, in an operational and technical context, the XYZ approved processes and procedures necessary to manage operational, configuration and technology changes to the infrastructure, all assets within the environment, or other operational, configuration and technology aspects of the Services with the goal of enabling XYZ-approved changes with minimum disruption to XYZ's business. Change Management attempts to ensure efficient and prompt handling of all changes in order to minimize the impact of any change upon Services. Such Change Management processes and procedures generally include creating change ticket/record/request; assessing the impact, costs, benefits and risk of proposed changes; developing business justifications for changes and obtaining XYZ approval to such change prior to implementation; managing and coordinating change implementation; and reviewing, reporting and closing change tickets/records/requests. The implementation of Change Management and changes subject to Change Management is set forth in Appendix 13 (Governance).

25. "**Child Ticket**" means a Ticket that is linked or related to another Ticket in the TMS, and marked as a child ticket.

26. "**Client Device**" means Workstations, mobile devices, personal digital assistants (PDAs), electronic book readers and all other similar computing devices used by a Permitted User.

27. "**Code of Conduct**" means XYZ's corporate code of conduct policy, as amended from time to time, delivered to Service Provider during the Term.

28. "**Collaboration Services**" is defined in Section 2.6 of Exhibit 4-1 (Service Desk Service Description).

29. "**Collaborator**" means a third-party company that has been authorized by XYZ to access the XYZ Environment.

30. "**Commercially Reasonable Efforts**" means taking such steps and performing in such a manner as a well managed business would undertake where such business was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own benefit.

31. "**Complaint**" means written or electronic notifications from Permitted Users to the Service Provider expressing dissatisfaction with the quality of the Services provided.

32. "**Completed Ticket**" means a Solved Ticket or Pass Through Ticket.

33. "**Complex Software Package**" means a Software Package that is not a Simple Software Package.

34. "**Confidential Information**" is defined in Section 1 of Appendix 21 (Confidentiality Agreement).

35. "**Contract Month**" means each consecutive calendar month during the Term.

36. "**Contract Year**" means each twelve (12) month period starting on the Service Commencement Date and ending on the expiration of the Term. If the initial or final

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Contract Year is less than twelve (12) months, non-specific references to amounts for such Contract Year shall be appropriately and equitably pro-rated.

37. "**Control**" and its derivatives means with regard to any entity the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a stock corporation) of such entity ordinarily having voting rights or the right (by way of contract or otherwise) to direct the management and affairs of the entity in question.

38. "**Critical Application**" mean those software applications that are identified by XYZ as being "Mission Critical Applications", "Business Critical Applications" on the XYZ IT Production Management intranet page, or other software applications that are expressly identified by XYZ, in writing, as a critical application.

39. "**Data Breach**" is defined in Section 5 of Appendix 16 (Data Protection).

40. "**Dedicated Equipment**" means the Equipment used by Service Provider solely to provide the Services to XYZ.

41. "**Detailed Transition Plan**" is defined in Section 3.1(A) of Appendix 5 (Transition Plan)

42. "**Direct Benefit**" is defined in Section 12.2(A) of Appendix 12 (Fees).

43. "**Disclosing Party**" is defined in Section 18.1(A) of the Main Terms.

44. "**Disengagement Assistance Period**" means the period (A) starting six (6) months prior to (i) expiration of the Agreement, (ii) start of a Restructuring upon notice to Service Provider, or (iii) partial termination, or an Exit Event or (B) immediately upon an Exit Event, and, in each case, ending twelve (12) months from an Exit Event, as such date may be extended in accordance with Section 25.9(B) of the Main Terms.

45. "**Disengagement Assistance Services**" is defined in Section 25.9(A) of the Main Terms.

46. "**Disengagement Plan**" is defined in Section 25.10(A) of the Main Terms.

47. "**EEA**" is defined in Section 2 of Appendix 16 (Data Protection).

48. "**Effective Date**" means the date set forth in the recitals to the Main Terms and is the date that the Agreement is effective.

49. "**Employment Losses**" means all actual and verifiable losses, costs (including legal costs), awards, liabilities and expenses, damages, compensation and fines and emoluments and outgoings including without limitation those arising out of or relating to salary and wages, bonus and commission payments, payroll taxes, employee insurance, workers' compensation, retirement benefit scheme, benefit costs, and severance, notice and other termination costs.

50. "**Encryption**" means an encryption solution used to protect data on storage devices and media from unauthorized access or use.

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51. "**End Point Encryption Services**" means the services described in Section 2.5 and Section 3.5(B) of Exhibit 4-3 (Workstation Creation and Maintenance Service Description).

52. "**End Point Encryption Solution**" means the System and related process, or a portion thereof, used to perform the End Point Encryption Services.

53. "**End Points**" means Client Devices and portable media such as USB memory sticks.

54. "**Equipment**" means the computer and telecommunications equipment.

55. "**EU Data Protection Directive**" is defined in Section 18.4(A) of the Main Terms.

56. "**EU Directives**" is defined in Section 1 of Appendix 16 (Data Protection).

57. "**Excess Amount**" is defined in Section 3.3(C).

58. "**Exclusion List**" means the list of Workstations that are excluded from certain portions of the Services in accordance with Section 3.1(E) of Exhibit 4-3 (Workstation Creation and Maintenance).

59. "**Exit Event**" is defined in Section 25.9(A) of the Main Terms.

60. "**Expected Service Level**" means the "Expected Service Level" specified for each Service Level in Exhibit 6-1 (Service Level Definitions).

61. "**Facilities Cost**" is the cost to the owner/lessee of any location/premises used or occupied by the Service Provider in connection with the provision of the Services accounted under International Financial Reporting Standards and United States generally accepted accounting principles.

62. "**Feedback**" means the concept in the Global Support Concept for collecting comments, Complaints, suggestions, or recognition of good service related to a support Service or an IT support person or group. Feedback is received from all types of Permitted Users and logged as a Ticket in the Ticket Management System then assigned to the appropriate party as part of the Feedback process.

63. "**Fees**" means the fees payable by XYZ to Service Provider for the Services as set forth in Appendix 12 (Fees).

64. "**Force Majeure Event**" is defined in Section 23.3(A) of the Main Terms.

65. "**Former Providers**" is defined in the Background Section of the Main Terms.

66. "**Global Asset Transfer Agreement**" or "**GATA**" is defined in Section 3.1(B) of the Main Terms.

67. "**Global Service Agreement**" or "**GSA**" means the Global Services Agreement executed by the Parties.

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68. "**Global Support Concept**" means a set of XYZ defined roles, responsibilities and processes in connection with a global delivery of IT-related support services structured in multiple tiers as set forth in the Procedures Manual.

69. "**Global Support Function**" means the support functions with the various tiers of the Global Support Concept and can include resources from Service Provider, XYZ or supporting third parties.

70. "**Governance Body**" means each of the forums, boards, committees, and reviews the Parties will use to assess, review, monitor, manage, improve, and communicate about, their relationship and their "Governance Manual" means a document describing how the Parties will work together to effectively implement and perform certain of their governance-related obligations under the Agreement, including collaborative, proactive reviews, discussions, analyses, issue resolutions, improvements, and communications and interfaces regarding the Parties' relationship and the Services, as further described in Section 5.2 of Appendix 13 (Governance).  The Governance Manual will be developed, agreed, updated, and approved all as set forth in Section 5 of Appendix 13 (Governance).

71. "**Governance Model**" means the model set out in Section 4 of Appendix 13 (Governance), which sets forth the Governance Bodies and certain information about, and characteristics of, each Governance Body.

72. "**Governance Panel Pool**" means the mechanism set out in Section 10 of Appendix 13 (Governance).

73. "**Governance Projects**" means the strategic projects communicated by XYZ to the Service Provider,  where Service Provider's performance in connection with such projects is incentivized and monitored through the operation of the Governance Panel Pool in accordance with Appendix 13 (Governance).

74. "**Governmental Approvals**" means all licenses, consents, permits, approvals and authorizations of any Governmental Authority, or any notice to any Governmental Authority, including competition filings, the granting of which is required by law applicable to Service Provider for the performance by Service Provider or any Service Provider local entity of its obligations under the Agreement or any Local Services Agreement.

75. "**Governmental Authority**" means any Federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign or international, having jurisdiction over Service Provider, its Affiliates or any of its or their assets, resources or business.

76. "**HR Transformation Plan**" means the Service Provider's plan in respect of the use and/or redundancy of all personnel transferring to Service Provider pursuant to this Agreement.

77. "**IMAC/D Projects**" means a Request to perform the same, or substantially similar, IMAC/D for more than ten (10) Client Devices or Permitted Users within one XYZ

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Facility such as a department move, infrastructure roll-out, reimaging, image migration, technology upgrade or system integration.

78. "**IMAC/D**" means the activities specified in Section 2.7 of Exhibit 4-2 (On-Site Support Service Description) performed by Service Providers on-site support personnel at a Service Point or at the relevant Permitted User's location, excluding any IMAC/D activities included within the scope of Workstation Creation and Maintenance Services.

79. "**Incident**" means the occurrence of a problem of a type that is required to be supported by Service Provider under the Agreement.

80. "**Indirect Benefit**" is defined in Section 12.2(C) of Appendix 12 (Fees).

81. "**Information Security Controls Standard**" means a document summarizing technical and non-technical controls applicable to the Services together with a list of related standards and guidelines providing more detail.

82. "**Information**" means technical, financial and commercial information and data relating to a Party's or its Affiliate's respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information and intellectual properties, whether in tangible or in intangible form, including, with respect to XYZ, the XYZ Data.

83. "**Initial Term**" is defined in Section 5 of the Main Terms.

84. "**IT Equipment**" means all IT related equipment including Client Devices, all peripherals, monitors, printers (all types), projectors, beamers, external hard drives, memory sticks, telecommunications equipment, scanners, terminals, security tokens, headsets, webcams, laser pointers, mice, telephones, networking equipment, multiplexors, modems, hubs, bridges, routers, switches, audio-visual equipment and any other item in the XYZ IT Service Portfolio.

85. "**IT**" means information technology and related equipment, systems and services, including but not limited to software, computer equipment, networking equipment and voice related systems and services.

86. "**ITIL**" means Information Technology Infrastructure Library and is a published set of standard concepts and techniques for managing information technology infrastructure, development, and operations.

87. "**Key Performance Indicator**" or "**KPI**" means those performance measurements and related performance targets identified in Exhibit 6-1 (Service Level Definitions) as "Key Performance Indicators" that Service Provider will track and report.

88. "**Key Service Provider Personnel**" is defined in Section 8.1(A) of the Main Terms.

89. "**Key Transition Milestones**" means the milestones that are designated in the Transition Plan as the "Key Transition Milestones".

90. "**KPI Allocation Percentage**" means the percentage of the Performance Category Allocation that is allocated to a specific KPI as set forth in Exhibit 6-2 (Performance Credit Allocation).

91. "**KPI Default**" occurs when there is a Service Level Default with respect to any KPI.

92. "**Laws**" is defined in Section 1 of Appendix 16 (Data Protection).

93. "**License Management System**" means a Service Provider System used to provide Software license management services to XYZ, as described in Exhibit 4-3 (Workstation Creation and Maintenance Service Description).

94. "**Local Invoices**" is defined in Section 8.2(A) of Appendix 12 (Fees).

95. "**Local Law**" means any Applicable Law within the geographic scope of a Local Services Agreement.

96. "**Local Services Agreements**" means the agreements entered into between local affiliates of the parties or between local affiliates and XYZ or Service Provider, as applicable.

97. "**Losses**" means all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

98. "**Main Terms**" means the Global Services Agreement, but excluding the Global Asset Transfer Agreement, if any, Local Services Agreements, and any Appendices thereto.

99. "**Managed Agreement Invoice(s)**" means any invoice submitted by third parties in connection with the Managed Agreements.

100. "**Managed Agreements**" means the third party agreements set forth in the Appendix 17 (Managed, Retained and Assigned Agreements) for which Service Provider assumes financial responsibility and that will be managed by Service Provider on behalf of XYZ under this Agreement.

101. "**Material Deficiency**" is defined in Section 15.3(B) of the Main Terms.

102. "**Measurement Period**" means, for each Service Level, the period against which Service Provider shall measure and report on its performance against that Service Level.

103. "**Minimum Service Level**" means the "Minimum Service Level" specified for each Service Level in Exhibit 6-1 (Service Level Definitions).

104. "**Minimum Spare Part Item Level**" is defined in Section 2.6 of Exhibit 4-2 (On-Site Support Service Description).

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105. "**Mission Critical Application**" means the software applications identified by XYZ as "Mission Critical" in the Critical IT Applications document on the XYZ IT Production Management intranet page.

106. "**Model Clauses**" is defined in Section 2 of Appendix 16 (Data Protection).

107. "**Monthly Performance Report**" has the meaning given in Section 7 of Appendix 13 (Governance).

108. "**Monthly Transition Fees**" is defined in Section 4.3 of Appendix 12 (Fees).

109. "**Monthly Variable Charge**" is defined in Section 3.1 of Appendix 12 (Fees).

110. "**New Services Amendment**" means a written description of New Services based on the form attached as Appendix 19 (New Services Amendment) to the Main Terms.

111. "**New Services**" means Services that are on-going and are materially different from, and in addition to, the Services as of the Effective Date, excluding Projects.

112. "**XYZ-Aligned Service Provider Supporting Personnel**" is defined in Section 3.1 of Appendix 10 (Key Service Provider Personnel)

113. "**XYZ Bank Link Policy**" means the XYZ centralized system for payments pursuant to which all invoices maturing during a working week (i.e. Monday through Friday) are consolidated and paid on one predetermined business day during that same week irrespective of the invoice due date. At the moment, the payment day is Wednesday, but the payment day is subject to change by XYZ at any time without notice.

114. "**XYZ Collaboration Managers**" is defined in Section 16.1(A) of the Main Terms.

115. "**XYZ Competitor**" means any entity that derives a material portion (which should typically be understood as in excess of 50%) of its revenue from a business that is substantially similar to any of XYZ's major business lines.

116. "**XYZ Corporation**" means an entity incorporated under the laws of Finland and having its principal place of business at Keilalahdentie 4, FIN – 02150 Espoo, Finland.

117. "**XYZ Data**" means all data and information: (i) submitted to Service Provider by or on behalf of XYZ; (ii) otherwise submitted to Service Provider in connection with the Services; (iii) obtained, discovered, generated, developed or produced by Service Provider or its subcontractors in connection with the Agreements or the provision of Services; or (iv) to which Service Provider has access in connection with the provision of the Services, including service performance related data and information. For the avoidance of doubt, "XYZ Data" shall include any kind of information of, or relating to XYZ, its businesses, products, technologies, processes, personnel, suppliers, contractors, customers and end-users as well as the Service Results.

118. "**XYZ Employee**" means any person directly employed by XYZ.

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119.  "**XYZ Employing Entity**" means XYZ and a Successor Provider.

120.  "**XYZ Environment**" means the equipment, software and telecommunications facilities used by XYZ (whether directly or through a service provider) in connection with its business and the Agreement.

121.  "**XYZ Facilities**" means buildings, space or other such facilities owned, leased, controlled or occupied by XYZ.

122.  "**XYZ Information**" is defined in Section 18.1(B) of the Main Terms.

123.  "**XYZ IT Service Portfolio**" means XYZ's enterprise IT portfolio which is comprised of products, hardware, and technology services provided by the XYZ IT support organization to XYZ.

124.  "**XYZ Network**" means the wide-area network and local-area networks managed and controlled by XYZ.

125.  "**XYZ Purchasing Tool**" means a System that XYZ uses for processing Permitted Users' purchase requests and purchase orders.

126.  "**XYZ RFP**" is defined in the Background Section of the Main Terms.

127.  "**XYZ Security Domain**" means the logical grouping of information technology systems managed by XYZ.

128.  "**XYZ Security Event Management System**" means the Security Event Management (SEM) system implemented at XYZ that (i) collects security related log information from a wide variety of devices, (ii) uses real-time correlation to create actionable alerts from a multitude of events, and (iii) archives events so that they can be reviewed and analyzed at a later date.

129.  "**XYZ Security Incident Response Team**" means an internal team within XYZ whose primary objective is to proactively minimize the possibility of threats and react to threats as required to protect XYZ's business.

130.  "**XYZ Security Policies and Standards**" means the security requirements set forth by XYZ Corporate Security.

131.  "**XYZ Services Security Domain**" means the logical grouping of information technology systems dedicated to the delivery of services to XYZ irrespective of the ownership and provider.

132.  "**XYZ Subcontractor Approval Process**" means the XYZ Corporation's Service Provider Subcontractor Approval Process provided to Services Provider during the Term, as may be amended from time-to-time.

133.  "**XYZ Subcontractor**" means any contractor, subcontractor, supplier, or person engaged by XYZ prior to the Service Commencement Date in the provision of services, in whole or in part, similar to the Services to be provided by the Service

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Provider, including without limitation the Former Provider and a subcontractor to the Former Provider.

134. "**XYZ**" means XYZ Corporation and its Affiliates.

135. "**Normal Application**" means the software applications utilized by XYZ that are not identified as Critical Applications.

136. "**Notice of Election**" is defined in Section 21.5(A) of the Main Terms.

137. "**Office Space**" means the general office space generally available in XYZ Facilities to XYZ employees.

138. "**On-Site Support Services**" means the services described in Exhibit 4-2 (On-Site Support Service Description).

139. "**On-Site Support**" means the Tier 2 function of the XYZ Global Support Concept for handling any agreed support actions requiring a visit to the Permitted User's deskside and other support functions described in Exhibit 4-2 (On-Site Support Service Description).

140. "**Operational Change Process**" is defined in Section 8.2 of Appendix 13 (Governance).

141. "**Out-of-Pocket Expenses**" means reasonable, demonstrable and actual out-of-pocket expenses incurred by Service Provider for equipment, materials, supplies or services provided to or for XYZ as identified in the Agreement, but not including Service Provider's overhead costs (or allocations thereof), administrative expenses or other mark-ups. In determining Service Provider's expenses, Service Provider's actual, incremental expense shall be used and shall be net of all rebates, discounts, and allowances received by Service Provider.

142. "**Party**" means, with respect to the Main Terms and GATA, either XYZ Corporation or Service Provider and "**Parties**" means, with respect to the Main Terms and GATA, both XYZ Corporation and Service Provider.

143. "**Pass Through Ticket**" means a Ticket that has been assigned by Service Provider to another Global Support Function to be resolved and is marked as passed through in the TMS.

144. "**Pass-Through Expense**" is defined in Section 8.12 of Appendix 12 (Fees)

145. "**Patch**" is defined in Section 3.3 of Exhibit 4-3 (Workstation Creation and Maintenance Service Description).

146. "**Performance Category Allocation**" means the portion of the Pool Percentage allocated to a particular Performance Category as set forth in Exhibit 6-2 (Performance Credit Allocation).

147. "**Performance Category**" means the grouping of various KPIs as set forth in Exhibit 6-2 (Performance Credit Allocation).

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148. "**Performance Credit Cap Percentage**" means ten percent (10%).

149. "**Performance Credit Cap**" means an amount, calculated in respect of each calendar month during the Term, derived by multiplying all the Fees (globally and locally) due to Service Provider in that month by the Performance Credit Cap Percentage. By way of example, if the Performance Credit Cap Percentage is ten percent (10%), and the Fees in that month were one million Euros (€1,000,000), then the Performance Credit Cap in that month would be one hundred thousand Euros (€100,000).

150. "**Performance Credits**" means the credits due to XYZ from Service Provider in the event of a Service Level Default, as set forth in Appendix 6 (Service Levels).

151. "**Performance Indicator**" means those performance measurements and related performance targets identified in Exhibit 6-1 (Service Level Definitions) as "Performance Indicators" that Service Provider will track and report.

152. "**Performance Information**" is defined in Section 13.6 of the Main Terms.

153. "**Performance Standards**" means, individually and collectively, the quantitative and qualitative performance standards and commitments for the Services contained in the Agreement (including Service Levels) and the other written materials provided by Service Provider to XYZ.

154. "**Permitted Users**" means XYZ; end-users that XYZ permits to use the Services, including XYZ employees, XYZ independent contractors or other third parties at XYZ Facilities; any party that XYZ deems appropriate to provide access to the Services at the XYZ Facilities; former Affiliates and business units of XYZ that may have been divested; and joint ventures in which XYZ has an ownership interest, each as XYZ designates from time to time.

155. "**Personal Data**" is defined in Section 1 of Appendix 16 (Data Protection).

156. "**Personal Firewall**" means a software application installed on a Client Device that controls data communication by permitting or denying network connections to and from the Client Device based on a defined security policy.

157. "**Personally Identifiable Information**" means any information that (a) meets the definition of Personal Data under Appendix 16 (Data Protection), (b) is defined as "personal information" under applicable Local Law or (c), alone or in combination with other information, enables the identification of a specific, identifiable individual person. Personally Identifiable Information includes individual names, social security numbers, telephone numbers, home addresses, driver's license numbers, account numbers, email addresses, and vehicle registration numbers. For example, an individual's age alone is not Personally Identifiable Information, but if such age were associated with other data so as to identify or enable the identification of specific, individuals, then such age would be deemed Personally Identifiable Information.

158. "**Pool Percentage**" means the percentage multiplier set forth in Exhibit 6-2 (Performance Credit Allocation) that is distributed across various Performance Categories as Performance Category Allocations.

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159. **"Pre-Approved Subcontractors"** means the subcontractors of Service Provider listed on <u>Appendix 15</u> (Approved Subcontractors).

160. **"Pre-Existing IPR"** is defined in Section 10.3 of the Main Terms.

161. **"Priority 1 Incidents"** are Incidents that are: (i) classified as Priority 1 Incidents in accordance with Section 6.2 of <u>Appendix 4</u> (Service Descriptions), or (ii) reported by a VIP.

162. **"Priority 2 Incidents"** are Incidents that do not meet the definition of a Priority 1 Incident and are classified as Priority 2 Incidents in accordance with Section 6.2 of <u>Appendix 4</u> (Service Descriptions).

163. **"Priority 3 Incidents"** are Incidents that do not meet the definition of a Priority 1 Incident or Priority 2 Incident and are classified as Priority 3 Incidents in accordance with Section 6.2 of <u>Appendix 4</u> (Service Descriptions).

164. **"Priority 4 Incidents"** are Incidents that do not meet the definition of a Priority 1 Incident, Priority 2 Incident or Priority 3 Incident.

165. **"Procedures Manual"** has the meaning given in Section 14.3(A) of the Main Terms.

166. **"Professional Service Fees"** is defined in Section 3.1 of <u>Appendix 12</u> (Fees).

167. **"Project"** means a non-continuous project to be performed by Service Provider for XYZ, including technology deployments, implementations or roll-out of trials, IMAC/D Projects, pilots, or consulting projects expressly approved by XYZ in a Project Order, and which relate to services that are not described in the Appendices to the Main Terms or a New Services Amendment.

168. **"Project Order"** means an order covering a Project.

169. **"Raw Data"** is defined in Section 3.3(B) of <u>Appendix 6</u> (Service Levels).

170. **"Receiving Party"** is defined in Section 18.1(A) of the Main Terms.

171. **"Refined Data"** is defined in Section 3.3(B) of <u>Appendix 6</u> (Service Levels).

172. **"Registration Forms"** is defined in Section 7 of <u>Appendix 16</u> (Data Protection).

173. **"Related Party"** is defined in Section 3.3(C) of the Main Terms.

174. **"Renewal Term(s)"** is defined in Section 5 of the Main Terms.

175. **"Representative Sample"** is defined in Section 10.2 of <u>Appendix 12</u> (Fees).

176. **"Requests"** means Service Requests, Feedback, Incidents, and information requests entered by Service Provider or other Global Support Functions or XYZ Systems into the Ticket Management System.

177. **"Residuals"** is defined in Section 10.8(A) of the Main Terms.

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178. "**Resource Unit Rate**" is defined in Section 5.3(B) of <u>Appendix 12</u> (Fees).

179. "**Resource Units**" is defined in Section 3.1 of <u>Appendix 12</u> (Fees).

180. "**Restricted Jurisdictions**" is defined in Section 2 of <u>Appendix 16</u> (Data Protection).

181. "**Restructure**" is defined in Section 14.7(B) of the Main Terms.

182. "**Retained Agreement Invoice(s)**" means any invoice submitted by third parties in connection with the Retained Agreements.

183. "**Retained Agreements**" means the third party agreements set forth in <u>Appendix 17</u> (Managed, Retained and Assigned Agreements) for which XYZ retains financial responsibility and that will be managed by Service Provider on behalf of XYZ under this Agreement.

184. "**SAS 70**" is defined in Section 15.3(A) of the Main Terms.

185. "**Screens**" is defined in Section 10.6 of the Main Terms.

186. "**Security Boundary**" means the physical or logical point beyond which the security requirements of a Security Domain change.

187. "**Security Domain**" means the logical grouping of information technology systems that share the same level of information security requirements as defined by the Party managing such systems.

188. "**Security Event Record**" means a record of any log data that is identified as potentially significant from a security perspective.

189. "**Security Incident Response Process**" or "**SIRP**" means the pre-defined, formalized process by which a response to detected Incidents is executed in the XYZ Environment.

190. "**Security Layers**" means physical access controls, network level controls, operating System level controls, application level controls, operational level controls and logical access controls.

191. "**Security Patch**" means several software security updates or fixes packaged in a single Software Package, and does not include single or a one-time Software Patch, "hot fix" or security update.

192. "**Segregation of Duties Principle**" means the principle of dividing responsibilities so that no individual acting alone can compromise the security (confidentiality, integrity, availability) of a System or data. This could refer to data access or roles. An example of this would be that a person could not approve nor physically grant his own request.

193. "**Self Service Portal**" means a self service System to provide capability to Permitted Users to solve their IT-related problems, manage Requests and Tickets, review alerts and outage information and access other information regarding the Services.

194. "**Server Space**" means the space available in XYZ Facilities adequately equipped to host computer servers.

195. "**Service Commencement Date**" means, with respect to each Support Service, the latter of: (i) April 1, 2009; or (ii) the date agreed by XYZ in writing where the applicable Transition milestone has not been completed.

196. "**Service Desk Agent**" means a Service Provider Personnel working in the Service Desk that takes support Requests from Permitted Users to perform analysis and seek to resolve the Request or assign it to further support groups for action and resolution.

197. "**Service Desk Services**" means the services described in Exhibit 4-1 (Service Desk Service Description)

198. "**Service Desk**" means Service Provider's global support service desk(s) that provide a single point of contact for Permitted Users to submit Requests, and is used by Service Provider to initiate, track, facilitate, and provide Service Desk Services.

199. "**Service Improvement Plan**" is defined in Section 14.9 of the Main Terms.

200. "**Service Level Default**" occurs when Service Provider fails to provide the Services in a manner that exceeds the Expected Service Level for each Service Level set forth in Appendix 6 (Service Levels).

201. "**Service Level Effective Date**" is defined in Section 3.1(B) of Appendix 6 (Service Levels).

202. "**Service Level Report**" means a report provided by Service Provider to XYZ, on a monthly basis, specifying Service Provider's actual performance compared to all of the Service Levels.

203. "**Service Level(s)**" means the performance levels, measurements and metrics with respect to the Services as set forth in Appendix 6 (Service Levels).

204. "**Service or Technology Improvements**" is defined in Section 12.1 of Appendix 12 (Fees).

205. "**Service Point Services**" means an on-site support service provided by Service Provider from a Service Point as further described in Exhibit 4-2 (On-Site Support Service Description).

206. "**Service Point**" means Office Space at a XYZ Facility provided by XYZ to Service Provider to provide Service Point Services under the terms of this Agreement.

207. "**Service Provider (Shared) Management Security Domain**" means the logical grouping of information technology systems (i) managed by Service Provider, (ii) utilized in the management of services provided to XYZ, and (iii) and other customers of the Service Provider if a shared management is agreed on by the Parties.

208. "**Service Provider Affiliate**" means an Affiliate of the Service Provider.

209. "**Service Provider Border Security Gateway**" means a Border Security Gateway, which is between Service Provider's network and a third-party network, and is approved, managed and controlled by Service Provider.

210. "**Service Provider Customer Dedicated Security Domains**" means the logical grouping of information technology systems (i) managed by Service Provider, and (ii) dedicated to the delivery of services to other customers of the Service Provider.

211. "**Service Provider Employing Entity**" means the Service Provider, the Service Provider Affiliates and the Approved Subcontractors.

212. "**Service Provider Global Account Executive**" is defined in Section 8.2 of the Main Terms.

213. "**Service Provider Internal Security Domain**" means the logical grouping of information technology systems (i) managed by Service Provider, and (ii) dedicated to the delivery of services to the Service Provider.

214. "**Service Provider Material**" means documents, materials, manuals, software, tools, systems, content, and other original works of authorship, inventions, and work product that is not a Service Result, but which are owned or licensed by Service Provider and its Affiliates, and delivered to XYZ or used by Service Provider and its Affiliates in connection with the provisions of the Services and all modifications thereto.

215. "**Service Provider XYZ Dedicated Security Domain**" means the logical grouping of information technology systems (i) managed by Service Provider and (ii) dedicated to the delivery of Services to XYZ.

216. "**Service Provider XYZ Systems**" means the Systems owned or under the control of Service Provider utilized in (i) providing services to XYZ, or (ii) storing and processing XYZ Data.

217. "**Service Provider Personnel**" means employees of Service Provider and Approved Subcontractors that are assigned to the Services.

218. "**Service Provider RFP Response**" is defined in the Background Section of the Main Terms.

219. "**Service Provider Security Domain - XYZ Dedicated Hosting**" means the logically and physically segregated dedicated compartment to host information technology systems (i) managed by the Service Provider, and (ii) hosting Service Provider XYZ Systems.

220. "**Service Provider Security Domain - Shared Hosting**" means the logically and physically segregated compartment(s) to host information technology systems (i) managed by the Service Provider, (ii) hosting Service Provider XYZ Systems, and (iii) hosting Service Provider Systems for other customers (of the Service Provider).

221. "**Service Provider Security Domain**" means the logical grouping of information technology systems managed by Service Provider.

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222. "**Service Provider Shared Resource Security Domain**" means the logical grouping of information technology systems (i) managed by Service Provider and (ii) utilized in the delivery of services to XYZ and other customers of the Service Provider.

223. "**Service Provider Systems**" means the Systems owned or under the control of Service Provider.

224. "**Service Provider Third Party Material**" means documents, materials, manuals, software, tools, systems, content, and other original works of authorship, inventions, and work product that is not a Service Result, but which are owned or licensed by Approved Subcontractors and delivered to XYZ or used by Approved Subcontractors in connection with the provisions of the Services and all modifications thereto.

225. "**Service Provider Transition and Transformation Manager**" is defined in Section 6.4(A) of the Main Terms.

226. "**Service Provider Wind-Down Costs**" means all actual and verifiable costs and expenses reasonably incurred by Service Provider as a direct result of the termination of all or the relevant part of this Agreement.

227. "**Service Provider**" is defined in the recitals of the Main Terms.

228. "**Service Request**" means a request from a Permitted User for Support Services that does not involve an Incident or Feedback.

229. "**Service Result**" means the results of the Services provided or to be provided to XYZ and materials, reports, documentation and other deliverables resulting from the Services that are specifically generated for XYZ, but does not include Service Provider Pre-Existing IPR or Service Provider Third Party Material and modifications thereto.

230. "**Services**" is defined in Section 4.1 of the Main Terms.

231. "**Simple Software Package**" means a Software Package with the following one or more characteristics: (i) single component installations, (ii) no special configuration needs to be taken into account, or (iii) is an operating system service pack or patch (e.g., Adobe Acrobat Reader and WinZip).

232. "**Soft IMAC/Ds**" means IMAC/D that are administered automatically or remotely and do not require a member of the Service Provider's on-site support personnel to physically go to the location of the Equipment receiving the IMAC/D or perform the IMAC/D at a Service Point (e.g., Soft IMAC/Ds include, but are not limited to, IMAC/Ds making configuration changes or software installs that can be executed remotely).

233. "**Software Distribution**" means a set of processes and tools that enable remote distribution of software to Workstations.

234. "**Software Package**" means a combination of executable software, which carries out the automated installation of a defined data set and/or an application on a System and sends installation specific information to defined database.

235.  "**Software Packaging**" means the activity of designing, building and testing a Software Package.

236.  "**Software**" means (unless a more specific reference is provided) Applications Software and Systems Software.

237.  "**Solution**" shall mean, to the extent agreed by the Parties after the Effective Date, a description of how Service Provider will provide New Services in a manner intended to meet XYZ's then-current business requirements, including a detailed description of the technology and processes, and specifications thereof, that Service Provider will use to provide the New Services.

238.  "**Solved Ticket**" means a Ticket related to a Request that has been solved or otherwise resolved or fulfilled by Service Provider Personnel and is marked as solved or resolved (as applicable) in the TMS.

239.  "**Space**" means Office Space, Storage Space and Server Space, collectively.

240.  "**Spare Part Items**" is defined in Section 2.6 of Exhibit 4-2 (On-Site Support Service Description).

241.  "**Standard Workstation Package**" means a ready-made pre-installation software image containing Workstation Applications, selection of application add-ons and advanced features (such as patches, service packs and drivers) to be installed on a Workstation. There are multiple types and variations of the Standard Workstation Packages for different XYZ business needs and Workstations.

242.  "**Storage Space**" means the general storage space generally available in XYZ Facilities to XYZ employees.

243.  "**STP At Risk Amount**" has the meaning given in Section 10.2(C) of Appendix 13 (Governance).

244.  "**STP Credits**" has the meaning given in Section 10.2(B) of Appendix 13 (Governance).

245.  "**STP Objectives**" has the meaning given in Section 10.1(A) of Appendix 13 (Governance).

246.  "**STP Period**" has the meaning given in Section 10.1(A) of Appendix 13 (Governance).

247.  "**Subcontractor Employee**" means any person employed by a XYZ Subcontractor who was wholly or mainly engaged by such XYZ Subcontractor on behalf of XYZ as of the Services Commencement Date in the provision of services, in whole or in part, similar to the Services to be provided by the Service Provider.

248.  "**Successor Provider**" means any party or parties including any entity within XYZ, whom XYZ nominates, appoints or invites to tender to provide services equivalent or similar to any or all of the Services in connection with the actual or potential cessation

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of any of the Services, the actual or potential termination of this Agreement in whole or in part or the expiry of the term of this Agreement.

249. "**Support Services**" means, collectively, the major categories of support services set forth in Appendix 4 (Service Descriptions) labeled as Service Desk Services, On-Site Support Services, Workstation Creation and Maintenance Services and Value Added Services. A "**Support Service**" means any one of those major support categories of Support Services.

250. "**Surveys**" means the satisfaction surveys provided by Service Provider to Permitted Users under the Agreement.

251. "**System Hardening**" means the proactive measures taken to increase a System's resistance to computer security events. This may include Software, configuration and IT Equipment-based measures.

252. "**System Management Centers**" means the physically and logically segregated systems utilized to manage, operate, and maintain systems that (i) provide services to XYZ, or (ii) store and process XYZ Data.

253. "**Systems Software**" means those programs and programming (including the supporting documentation, media, on-line help facilities and tutorials) that perform (a) tasks basic to the functioning of the Equipment and which are required to operate the Applications Software; or (b) tasks, other than as performed by Applications Software, otherwise supporting the provision of the Services by Service Provider. Programs and programming supporting the Services that are not Applications Software shall be deemed to be Systems Software. Systems Software includes mainframe and mid-range operating systems, server operating systems, network operating systems, systems utilities (including measuring and monitoring tools), data security software, middleware, database management systems, development tools (other than development tools specific to a particular item of Applications Software which is provided by the licensor of such Applications Software) and telecommunications monitors.

254. "**Systems**" means a combination of hardware and software components seen as one logical entity.

255. "**Task Critical Application**" means the software applications identified by XYZ as "Task Critical" in the Critical IT Applications document on the XYZ IT Production Management intranet page.

256. "**Tax Authority**" means any federal, state, provincial, regional, territorial, local, quasi-governmental or other fiscal, revenue, customs or excise authority, body or official competent to impose, collect or assess taxes, levies, excises or similar charges.

257. "**Taxes**" is defined in Section 9.1(A) of Appendix 12 (Fees).

258. "**Technical Change Process**" is defined in Section 8.3(A) of Appendix 13 (Governance).

259. "**Term**" means the Initial Term and any Renewal Terms.

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260. "**Terminal Products**" is XYZ's internal reference to Workstations and other Client Devices.

261. "**Termination Date**" means the date of the expiration or termination of the Agreement or of any Services under this Agreement.

262. "**Termination Fee**" means, with respect to each Support Service being terminated prior to the expiration of the Initial Term, an amount equal to the termination fees set forth in Exhibit 12-8 (Termination Fees) for the Support Service being terminated, based on the month such termination of the Support Service is effective.

263. "**Third Party**" means any person or entity other than XYZ, Service Provider and Service Provider's Affiliates.

264. "**Ticket Management System**" or "**TMS**" means a System used by Service Provider to record and manage Tickets.

265. "**Ticket**" means a request tracking identification related to a Request created and managed through the TMS.

266. "**Tools Implementation Plan**" means the defined program related to Service Provider's tasks and activities required to implement the XYZ specified tools for use by XYZ in connection with the Services.

267. "**Transfer Regulations**" means the Acquired Rights Directive or any other similar or equivalent Applicable Laws in any jurisdiction (including jurisdictions outside of the European Union, and including Applicable Laws implemented under the predecessor Directive to the Acquired Rights Directive).

268. "**Transfer Date**" means the date(s) of the effective transfer of any person under the Transfer Regulations.

269. "**Transformation Plan**" is defined in Section 6.3(A) of the Main Terms.

270. "**Transformation**" means the plan and process, if agreed, to improve the Services or related systems as set forth in Appendix 5 (Transition Plan).

271. "**Transformation Services**" means the services to be provided by Service Provider, if agreed by the Parties, to improve the Services in the future.

272. "**Transition Acceptance Criteria**" is defined in Section 4.1(B) of Appendix 5 (Transition Plan).

273. "**Transition Completion Date**" means March 31, 2009.

274. "**Transition Fees**" is defined in Section 6.2(C) of the Main Terms.

275. "**Transition Period**" means the period of time in which the Transition Services are performed as set out in the Transition Plan.

276. "**Transition Plan**" is defined in Section 1 of Appendix 5 (Transition Plan).

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277. "**Transition Services**" means that portion of the Services that is necessary or appropriate to complete the Transition, including the activities and responsibilities of Service Provider set forth in the Transition Plan.

278. "**Transition**" is defined in Section 6.1(A) of the Main Terms.

279. "**Transitioned Employees**" means any employees of either XYZ or any other third party who has a right to, or is able to assert a right of, transfer of their employment to Service Provider or any of its Affiliates pursuant to the Acquired Rights Directive or any analogous or linked Applicable Laws and who does in fact assert such a right, and who is then subsumed into the provision of the Services.

280. "**Trusted Person**" means a person that is an employee, contractor or agent of a Collaborator who has been designated by XYZ to receive Services.

281. "**UAM Classification Process**" means the process whereby XYZ identifies various software applications as either Ultra UAM Priority, High UAM Priority, Medium UAM Priority or Standard UAM Priority by providing Service Provider at least thirty (30) days prior notice of such classification.

282. "**UAM Ticket**" means a Ticket that is a Solved Priority Ultra UAM Ticket, Solved Priority High UAM Ticket, Solved Priority Medium UAM Ticket, or a Solved Priority Standard UAM Ticket.

283. "**Unidentified Managed, Retained or Assigned Agreement**" is defined in Section 9.3 of the Main Terms.

284. "**Value Added Services**" those services described in Exhibit 4-4 (Value Added Services Description).

285. "**VIP Support**" is defined in Section 2.5 of Exhibit 4-1 (Service Desk Service Description).

286. "**VIP**" is defined in Section 2.5 of Exhibit 4-1 (Service Desk Service Description).

287. "**Virtual Workstation**" is defined in Section 2.3(B)(3) of Exhibit 4-3 (Workstation Creation and Maintenance Service Description).

288. "**Virus Protection Client**" means a Software application installed on a Client Device that protects the Client Device from viruses, malware of other malicious code.

289. "**Virus**" is defined in Section 19.9 of the Main Terms.

290. "**Volume Band**" means, for a particular Resource Unit, a delineated range of utilization of that Resource Unit identified as such and set forth in Exhibit 12-2 (Resource Unit Rates and Volume Bands).

291. "**VPW Service**" means the security services described in Section 2.4 and Section 3.5(A) of Exhibit 4-3 (Workstation Creation and Maintenance Service Description) that Service Provider will perform in order to implement the VPW Solution.

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292.    "**VPW Solution**" in defined in Section 2.4(A) of <u>Exhibit 4-3</u> (Workstation Creation and Maintenance Service Description).

293.    "**Workstation Applications**" means commercial business productivity Software (e.g., Microsoft Office), open source products and other software, defined by XYZ, to be commonly used on Workstations by end users.

294.    "**Workstation Creation and Maintenance Services**" or "**WCM Service**" means the services described in <u>Exhibit 4-3</u> (Workstation Creation and Maintenance Service Description).

295.    "**Workstation Update**" is defined in Section 3.2(G) of <u>Exhibit 4-3</u> (Workstation Creation and Maintenance Service Description).

296.    "**Workstation**" means a desktop, laptop, or equivalent System, including peripherals, used by a Permitted User.


\* \* \* \* \*

**APPENDIX 2**

**LOCAL SERVICES AGREEMENTS**

_____

XYZ Corporation                                                    Global Services Agreement
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**APPENDIX 2**

**LOCAL SERVICES AGREEMENTS**

## 1. INTRODUCTION

This Appendix 2 (Local Services Agreements) specifies, as of the Effective Date, those countries with respect to which the Parties have agreed that they will execute Local Services Agreements. Pursuant to Section 3.1(C) of the Main Terms, after the Effective Date, the Parties may agree to execute Local Services Agreements with respect to other countries.

## 2. LOCAL SERVICES AGREEMENTS

As of the Effective Date, the Parties have agreed that they shall execute Local Services Agreements with respect to the countries in the following Table 2-1:

| Table 2.1: Local Services Agreements | | |
|---|---|---|
| **Country** | **XYZ Local Entities** | **Service Provider Local Entities** |
| Brazil | **XYZ do Brasil Tecnologia Ltda.** Avenida Torquato Tapajos no. 7200, Km 12 – Colonia Terra Nova 69093-415, MANAUS, AM, BRAZIL Tel: + 55 92 3652 7200 Fax +55 92 3652 7390 | **[To be determined]** |
| China | **XYZ (China) Investment Co. Ltd** No.5, Donghuan Zhong Lu, Beijing Economic & Technological Develpment Area Beijing 100176 P.R. China Tel: +86 10 8711 8888 Fax: +86 10 6539 3838 **XYZ Telecommunications Limited** No.5, Donghuan Zhong Lu, Beijing Economic & Technological Develpment Area Beijing 100176 P.R. China Tel: +86 10 6787 8899 Fax: +86 10 6787 4420 | **HCL Technologies (Shanghai) Limited** Room 23500, Building 14, 498 Guoshoujing Road, Shanghai |

| Table 2.1: Local Services Agreements | | |
|---|---|---|
| **Country** | **XYZ Local Entities** | **Service Provider Local Entities** |
| Finland / Poland | **XYZ Corporation**<br>Keilalahdentie 2-4<br>FIN-02150 ESPOO<br>P.O. Box 226<br>FIN-00045 XYZ GROUP<br>Tel: +358 7180 08000<br>Fax: +358 7180 38226<br><br>VAT id: FI01120389 | **HCL Poland sp. z o.o.**<br>Zabierzów 32-080, Krakowska 280 Street, Poland<br>KRS's Number- 0000281882 |
| Hong Kong | **XYZ (H.K.) Limited**<br>16/F, Cityplaza 4, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong, | **HCL Hong Kong SAR Limited**<br>Room 4203A, 42/F, China Resources Building, 26,Harbour Road, Hong Kong |
| India | **XYZ India Pvt Ltd**<br>Commercial Plaza, Radisson Complex, National Highway no. 8 Mahipalpur<br>NEW DELHI 110037<br>INDIA<br>Tel: +91 11 677 9000<br>Fax: +91 11 677 9149 | **HCL Technologies Limited**<br>806, Siddharth, 96, Nehru Place New Delhi-110019 |
| Singapore | **XYZ Pte Ltd**<br>438B Alexandra Road<br>#07-00<br>Alexandra Technopark<br>Singapore 119968<br>Tel: +65 6723 2323<br>Fax: +65 67232307<br><br>VAT id: M9-0006973-L | **HCL Singapore Pte. Ltd.**<br>8 Shenton Way<br># 16-01 Temasek Tower<br>Singapore-068811 |
| United Kingdom | **XYZ Corporation**<br>Keilalahdentie 2-4<br>FIN-02150 ESPOO<br>P.O. Box 226<br>FIN-00045 XYZ GROUP<br>Tel: +358 7180 08000<br>Fax: +358 7180 38226<br><br>VAT id: GB779064390) | **HCL Great Britain Limited**<br>Ten Dominion Street,<br>London-EC2M 2EE |

* * * * *

**APPENDIX 3**

**FORM OF LOCAL SERVICES AGREEMENT**

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Global Services Agreement
Appendix 3 (Form of Local Services Agreement)
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**LOCAL SERVICES AGREEMENT**

between

**[XYZ CORPORATION/XYZ LOCAL ENTITY]**

and

**[LOCAL SERVICE PROVIDER]**

Dated [_____], 200[_]

# LOCAL SERVICES AGREEMENT

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## List of Exhibits

Exhibit 1           Definitions
Exhibit 2           Managed Agreements
Exhibit 3           Service Locations
**[Exhibit 4]**         **[Variations to Main Terms]**
**[Exhibit 5]**         **[Variations to Appendix 18]**

## FORM OF LOCAL AGREEMENT

**INTRODUCTION**

XYZ local entities and Service Provider local entities or XYZ Corporation, as applicable, shall as specified in Section 3.1(C) of the Main Terms conclude Local Services Agreements. The Parties provide in this Attachment 3 for a standard form of such Local Services Agreement to be used by these local entities. To the extent mandatory due to applicable national law in the individual case, the parties to the Local Agreement may, however, through Exhibit 4 to the Local Services Agreement adapt the terms of the form of the Local Services Agreement below to reflect these mandatory requirements. **Any change to this document and any content of Exhibit 4 requires the approval of XYZ Corporation and Service Provider.**

## LOCAL SERVICES AGREEMENT

This Local Services Agreement, dated **[_____]**, 200**[\_]** (the "**Local Effective Date**"), is between **[XYZ Corporation] [XYZ Local Entity]** ("**XYZ LSA Party**") and **[Service Provider Local Entity]** ("**Local Service Provider**").

W I T N E S S E T H:

WHEREAS, XYZ Corporation and Service Provider have entered into a Global Services Agreement effective as of 23 January 2009, including various appendices, exhibits and attachments (collectively, the "**Main Terms**"); and

WHEREAS, Local Service Provider desires to provide to XYZ LSA Party, and XYZ LSA Party desires to obtain from Local Service Provider, the information technology services and related services described in the Main Terms in respect of XYZ LSA Party's operations in **[\_\_]** subject to and in accordance with the terms and conditions set forth in the Main Terms;

NOW, THEREFORE, XYZ LSA Party and Local Service Provider agree as follows:

## 1. DEFINITIONS

1.1     Certain Definitions.

Defined terms relating to this Local Services Agreement are provided in Exhibit 1 (Definitions) to this Local Services Agreement or in-place where the term is used and have the meanings there given.

1.2     Other Definitions.

Other capitalized terms (not defined in-place or in Exhibit 1 (Definitions) to this Local Services Agreement) are defined in the Main Terms and retain the meanings set out in the relevant definition.

## 2. TERM

The term of this Local Services Agreement will commence on the Local Effective Date and, unless earlier terminated in accordance with the terms of the Main Terms, will end upon the expiration or termination for any reason of the Main Terms (the "**Local Term**").

## 3. SERVICES

3.1 <u>Services</u>.

During the Local Term, Local Service Provider shall provide the Services to XYZ LSA Party subject to and in accordance with the Main Terms **[and subject to Section 3.3]**. This Local Services Agreement shall be subject to all of the terms and conditions of the Main Terms (as modified from time to time) as agreed to be implemented jointly by the parties to the Main Terms, which are hereby incorporated by reference in their entirety, subject to any modifications or exclusions set forth in
(1) this Local Services Agreement, (2) <u>Exhibit 4</u> (Variations to Main Terms) to this Local Services Agreement or (3) applicable express terms of the Main Terms. References in the Main Terms to Service Provider and XYZ Corporation are replaced with references to Local Service Provider and XYZ LSA Party. The Parties shall have the same obligations to each other as contained in the Main Terms, which are specifically related to the performance of the Services.

3.2 <u>Managed Agreements</u>.

<u>Exhibit 2</u> (Managed Agreements) sets forth the Managed Agreements to which XYZ LSA Party is a party and which Local Service Provider has agreed to manage subject to and in accordance with the Main Terms.

3.3 [<u>Variations to Main Terms</u>].

**[<u>Exhibit 4</u> (Variations to Main Terms) sets forth variances from the terms and conditions of the Main Terms that will apply to the provision of Services to XYZ LSA Party under this Local Services Agreement.]**

## 4. SERVICE LOCATIONS

4.1 <u>Service Locations</u>.

Local Service Provider shall provide the Services to XYZ LSA Party from (A) the Authorized Service Locations, subject to and in accordance with <u>Appendix 9</u> (Authorized Service Locations) to the Main Terms **[and Section 4.2]**, (B) the XYZ Facilities, and (C) any other location for which Local Service Provider has received XYZ LSA Party's approval pursuant to the Main Terms. <u>Exhibit 3</u> (Service Locations) sets forth the Authorized Service Locations and the XYZ Facilities located in **[_____]** as of the Local Effective Date.

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4.2 [Variations to Appendix 18 (Service Provider Use of XYZ Facilities)].

**[Exhibit 5 (Variations to Appendix 18) sets forth variances from the terms and conditions of Appendix 18 (Service Provider Use of XYZ Facilities) to the Main Terms that will apply to the occupancy and use of the XYZ Facilities by Local Service Provider under this Local Services Agreement.]**

## 5. XYZ LSA PARTY RESPONSIBILITIES

5.1 Services.

In connection with Local Service Provider's performance of the Services, XYZ LSA Party will perform those operational responsibilities and provide the XYZ LSA Party resources subject to and in accordance with the Main Terms.

5.2 Projects.

In connection with Local Service Provider's performance of a Project, XYZ LSA Party will perform those responsibilities specifically set forth as XYZ LSA Party responsibilities in, and provide the XYZ LSA Party resources set forth in, a Project Order.

5.3 New Services.

In connection with Local Service Provider's performance of any New Services, XYZ LSA Party will perform those responsibilities specifically set forth as XYZ LSA Party responsibilities in, and provide the XYZ LSA Party resources set forth in, the New Services Amendment.

## 6. FEES AND PAYMENT

6.1 Invoices.

Except as may be set forth in Exhibit 4 (Variations to Main Terms), Local Service Provider shall invoice the Fees for Services performed under this Local Services Agreement in accordance with Appendix 12 (Fees) to the Main Terms.

6.2 Fees.

In consideration for Local Service Provider providing the Services, XYZ LSA Party will pay to Local Service Provider the Fees in accordance with Appendix 12 (Fees) to the Main Terms.

6.3 Taxes.

Except as may be set forth in Exhibit 4 (Variations to Main Terms), XYZ LSA Party and Local Service Provider will each be responsible for taxes in respect of the Services as set out in Appendix 12 (Fees) to the Main Terms.

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## 7. RELATIONSHIP MANAGEMENT

7.1     <u>Governance Guidelines and Principles</u>.

    (A)     Governance of the Parties' relationship pursuant to this Local Services Agreement will follow the guidelines and principles set out in <u>Appendix 13</u> (Governance) to the Main Terms, as such guidelines and principles are amended or supplemented from time to time pursuant to the Main Terms.  The Parties will seek recourse to the existing governance structure and model established between Service Provider and XYZ Corporation under the Main Terms instead of establishing a local governance structure and model.  In the event of disputes, which cannot be settled in accordance with the governance processes set forth in <u>Appendix 13</u> (Governance), Section 24 (Dispute Resolution; Applicable Law) of the Main Terms applies. Any controversy or claim arising out of or relating to this Local Services Agreement that remains unresolved at any phase of the governance process will be finally settled as set out in the Main Terms.

    (B)     **[This section to be included only in case of local-to-local Local Services Agreements, i.e. when the contracting parties are XYZ Local Entity and the Service Provider Local Entity]**

        [If the Parties are unable to resolve a dispute by the application of the informal procedure set out in <u>Appendix 13</u> (Governance) of the Main Terms and/or XYZ Corporation and Service Provider are unable to resolve the dispute for and on behalf of the Parties by the application of the informal dispute resolution procedure in <u>Appendix 13</u> (Governance) of the Main Terms, then the Parties hereby agree and consent to having XYZ Corporation or Service Provider, on behalf of the relevant Party, seek recourse through the arbitration procedures in accordance with Section 24 of the Main Terms, and the Parties hereby agree to abide by any decision resulting from such arbitration procedures and to refrain from bringing any separate claim of their own (such attempt shall be null and void *ab initio*, and neither Party shall suffer any detriment or be precluded from prosecuting or defending any dispute as a result thereof*)* arising out of or in connection with this Local Services Agreement, either against the other party to this Local Services Agreement or against XYZ or Service Provider (as the case may be), or any of their respective Affiliates or sub-contractors.  The Parties agree to join as parties to such arbitration proceedings  and agree to provide all reasonable information and cooperation in connection with such arbitration proceedings. Notwithstanding the foregoing, in any case, recourse may be had to any appropriate local courts in respect of a Party seeking urgent injunctive or other urgent interim relief and either Party may defend such claim in local courts.]

7.2     <u>Changes</u>.

    Changes to this Local Services Agreement will be subject to the Main Terms.

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## 8. REPRESENTATIONS AND WARRANTIES

8.1   <u>By XYZ LSA Party</u>.

XYZ LSA Party represents and warrants that as of the Local Effective Date:

(A)   it is a corporation duly incorporated, validly existing and in good standing under the Laws of [_____];

(B)   it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a adverse effect on Local Service Provider's ability to fulfill its obligations under this Local Services Agreement; and

(C)   it has the right to enter into this Local Services Agreement and perform its obligations hereunder.

8.2   <u>By Local Service Provider</u>.

Local Service Provider represents and warrants that as of the Local Effective Date:

(A)   it is a corporation duly incorporated, validly existing and in good standing under the Laws of [_____];

(B)   it has the right to enter into this Local Services Agreement and perform its obligations hereunder;

(C)   it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a adverse effect on Local Service Provider's ability to fulfill its obligations under this Local Services Agreement;

(D)   it and its Affiliates are not prohibited by Applicable Law from providing the Services in [_____].

## 9. ADDITIONAL COVENANTS

Local Service Provider makes the covenants set forth in Section 19 of the Main Terms in respect of its obligations under this Local Services Agreement.

## 10. TERMINATION

This Local Services Agreement may be terminated only as set forth in the Main Terms.

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## 11. DISENGAGEMENT ASSISTANCE

Local Service Provider will comply with the provisions of Sections 25.9-13 of the Main Terms in connection with the expiration or termination for any reason of this Local Services Agreement or any insourcing or resourcing in accordance with the Main Terms.

## 12. DAMAGES

The liability of each Party under this Local Services Agreement is subject in all respects to the provisions of Section 22 of the Main Terms, which for the avoidance of doubt apply in the aggregate to all claims arising under the Main Terms and all Local Services Agreements and other Services provided pursuant to it.

## 13. MISCELLANEOUS PROVISIONS

Sections 24 and 27 of the Main Terms are hereby incorporated into and deemed part of this Local Services Agreement.

## 14. CONSTRUCTION

14.1    Incorporation and References.

In this Local Services Agreement and the Exhibits to this Local Services Agreement:

(A)     the Exhibits to this Local Services Agreement are hereby incorporated into and deemed part of this Local Services Agreement and all references to this Local Services Agreement will include the Exhibits to this Local Services Agreement;

(B)     the provisions of the Main Terms are hereby incorporated into and deemed part of this Local Services Agreement to the extent contemplated thereby or by this Local Services Agreement, and Local Service Provider shall have the same obligations to XYZ LSA Party to the same extent and with respect to the same matters as Service Provider, including without limitation the representations and warranties set out in Section 19 and the indemnities set forth in Section 21 of the Main Terms;

(C)     references to an Exhibit, Section or Article will be to such Exhibit to, or Section or Article of, this Local Services Agreement unless otherwise provided;

(D)     references to any Applicable Law means references to such Applicable Law in changed or supplemented form or to a newly adopted Applicable Law replacing a previous Applicable Law; and

(E)     references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation".

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14.2    Governing Law.

(A)    This Local Services Agreement and the rights and obligations of the Parties under this Local Services Agreement will be governed by and construed in accordance with the Laws of the Republic of Finland, excluding its conflicts of law principles; provided, however, that Articles [_____] and Sections [_____] and Exhibits [_____] will be governed by and construed in accordance with the Laws of [_____], excluding its conflicts of law principles.  Any dispute under this Local Services Agreement that is subject to arbitration in accordance with the terms of this Local Services Agreement and the Main Terms shall be subject to the terms and conditions of the Main Terms, and will be governed by the Laws of Finland, except when it is mandatory to apply the Laws of [_____].

(B)    The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods 1980, and all international and domestic legislation implementing such Convention, will not apply to this Local Services Agreement.

(C)    This Local Services Agreement may be translated into one or more languages; provided, however, this Local Services Agreement shall only be signed, governed, interpreted and construed in the English language.

14.3    Entire Agreement.

This Local Services Agreement, the Exhibits to this Local Services Agreement, the Transition Plan, and the Main Terms represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

* * * * *

IN WITNESS WHEREOF, each of XYZ LSA Party and Local Service Provider has caused this Local Services Agreement to be signed and delivered by its duly authorized representative.

**[XYZ CORPORATION] [OR] [XYZ**

**LOCAL ENTITY]**

By:

Name:

Title:

By:

Name:

Title:

**[LOCAL SERVICE PROVIDER]**

By:

Name:

Title:

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# EXHIBIT 1

## DEFINITIONS

| | |
|---|---|
| **Exhibits** | Means a document that the Parties by mutual agreement attach to this Local Services Agreement and that is part of this Local Services Agreement.  All Exhibits shall be subject to this Local Services Agreement. |
| **Main Terms** | Has the meaning given in the introductory paragraph of this Local Services Agreement. |
| **XYZ LSA Party** | Has the meaning given in the introductory paragraph of this Local Services Agreement. |
| **Party** | Means either XYZ LSA Party or Local Service Provider. |
| **Parties** | Means both XYZ LSA Party and Local Service Provider. |
| **Local Effective Date** | Has the meaning given in the introductory paragraph of this Local Services Agreement. |
| **Local Term** | Has the meaning given in Section 2 of this Local Services Agreement. |
| **Local Service Provider** | Has the meaning given in the introductory paragraph of this Local Services Agreement. |

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**EXHIBIT 2**

**MANAGED AGREEMENTS**

*[Note to Draft:  This exhibit  will include a list of Managed Agreements, if any are applicable to this Local Services Agreement.]*

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**EXHIBIT 3**

**SERVICE LOCATIONS**

*[Note to Draft:  This exhibit will include a list of Authorized Service Locations and XYZ Facilities or refer to Appendix 9 (Authorized Service Locations) to the Main Terms.]*

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**[EXHIBIT 4]**

**[VARIATIONS TO MAIN TERMS]**

*[Note to Draft: This exhibit will set out any variations to the Main Terms, only if such variations are required by Local Law.]*

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**[EXHIBIT 5]**

**[VARIATIONS TO APPENDIX 18]**

*[Note to Draft:  This exhibit will set out any variations to <u>Appendix 18</u> (Service Provider Use of XYZ Facilities) to the Main Terms, only if such variations are required by Local Law.]*

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# APPENDIX 4

# SERVICE DESCRIPTIONS

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# APPENDIX 4

# SERVICE DESCRIPTIONS

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## APPENDIX 4

## SERVICE DESCRIPTIONS

## 1. INTRODUCTION

1.1   Services Scope

(A)   This Appendix 4 (Service Descriptions) describes the Support Services to be provided to XYZ by Service Provider.  Defined terms used in this Appendix 4 (Service Descriptions) have the meanings set forth herein and, if not defined herein, as set forth in Appendix 1 (Definitions).

(B)   All Exhibits listed under Section 1.1(C) below are an integral part of this Appendix 4 (Service Descriptions).

(C)   Service Provider will provide the Support Services listed in (1) to (4) below as described in their respective Exhibits to this Appendix 4 (Service Descriptions). Support Services include IT-related implementation, administration, maintenance and support functions set forth in the following Support Services:

|  | **Support Service** | **Exhibit** |
| --- | --- | --- |
| (1) | Service Desk | 4-1 |
| (2) | On-Site Support | 4-2 |
| (3) | Workstation Creation and Maintenance | 4-3 |
| (4) | Value Added Services (to be defined) | 4-4 |

(D)   In the event of a conflict between this Appendix 4 (Service Descriptions) and any of the Service descriptions in Exhibit 4-1 (Service Desk Service Description), Exhibit 4-2 (On-Site Support Service Description), Exhibit 4-3 (Workstation Creation and Maintenance Service Description), or Exhibit 4-4 (Value Added Services Description), Exhibit 4-1 (Service Desk Service Description), Exhibit 4-2 (On-Site Support Service Description), Exhibit 4-3 (Workstation Creation and Maintenance Service Description), or Exhibit 4-4 (Value Added Services Description) will prevail over this Appendix 4 (Service Descriptions).

1.2   Objective

(A)   Service Provider will provide the Services so as to pursue the XYZ expectations set forth below.  These are specified in detail in the Exhibits to this Appendix 4 (Service Descriptions):

(1)   Perform the Support Services in a manner that results in high Permitted User satisfaction;

(2)   Provide solutions that attempt to reduce the number of Requests;

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(3)     Reduce the number of Requests handled by On-Site Support compared to the number of overall Requests in-scope under this Agreement;

(4)     Work closely with XYZ to provide a secure and scalable Workstation environment through continual and proactive monitoring and reporting;

(5)     Promote the availability of comprehensive Support Services enabling XYZ to focus on its core business and minimize XYZ's time and effort related to IT support; and

(6)     Improve the quality of XYZ's existing support services and reduce complexities in existing operational processes within the scope of each Support Service and as part of the Transition.

(B)     Each Exhibit to this Appendix 4 (Service Descriptions) identifies the roles, activities and responsibilities of each of the Parties concerning each Support Service.

## 2.   GENERAL REQUIREMENTS APPLICABLE TO SUPPORT SERVICES

This Section 2 sets forth the general requirements for Service Provider's provision of the Support Services.

2.1     General Approach

Service Provider will provide Support Services to all XYZ Facilities and Permitted Users.  If there is any change in the location or existence of XYZ Facilities, XYZ will provide reasonable notice to Service Provide as set forth in the Procedures Manual.  In addition, XYZ will maintain a database of Permitted Users and Service Provider will have access to such database.  The Support Services will be provided from the Authorized Service Locations set forth in Appendix 9 (Authorized Service Locations), subject to the terms and conditions of the Agreement.

2.2     XYZ Global Support Concept

Service Provider acknowledges that XYZ employs an IT support function and process methodology designed to provide global end user-focused IT support platforms and functions through a Global Support Concept.  The Global Support Concept covers the general types of services to be provided by Service Provider.  Such Global Support Concept may include publishing information and other data on the XYZ intranet site or a XYZ tool (e.g., XYZ's enterprise systems list or other systems management tools) as available to the Permitted Users and the Global Support Functions.  Service Provider will provide to XYZ or a XYZ agent such information or data, or update XYZ tools reasonably requested by XYZ, to the extent the information or data relates to the Support Services.

2.3     Documentation and Agreement Data Warehouse

Service Provider will document in the Procedures Manual all material activities required for the delivery of Support Services in accordance with the Agreement.  Service Provider will provide a browser-based database, including access right management, for storing and maintaining all material documentation between the parties and all documentation

related to the Services, including, but not limited to, a copy of the Agreement, the Procedures Manual, Transition documentation, all reports generated under the Agreement, all meeting minutes, governance materials, Project documents, security materials, business continuity plans, access rights, technical architecture plans, and Agreement amendments (collectively, the "**Agreement Data Warehouse**"). Service Provider will provide regular review and update of the Agreement Data Warehouse, keeping it accurate and current.

The scope of documentation relating to such activities will be mutually agreed in compliance with the terms of the Agreement, and may include:

(A)     obtaining XYZ's prior approval before including in the Procedures Manual any new or additional XYZ obligations or any changes to any XYZ obligations in connection with the provision of Support Services;

(B)     reviewing and, if appropriate, including in the Procedures Manual XYZ's relevant operational procedures and standards requirements; and

(C)     periodically distributing information bulletins to appropriate Global Support Functions and Permitted Users, each as directed by XYZ, regarding new or changed operations and procedures concerning the availability and delivery of Support Services.

2.4     Communication and Coordination

In addition to the communication and coordination tasks specified in the Agreement, Service Provider will perform the following communication and coordination tasks in accordance with the processes agreed between the Parties:

(A)     draft messages to the Global Support Functions and/or Permitted Users using XYZ-provided templates for communication of alerts, service breaks, changes, guides, instructions, and policies related to new or existing processes or services;

(B)     follow guidelines set forth in the Procedures Manual for emergency communication process and coordinate with XYZ-designated contact persons to draft, deliver, escalate and obtain necessary approvals; and

(C)     timely discuss with XYZ any requirement for communications in connection with  a proposed or planned Project.

All bulletins, notices and other similar communication addressed to Permitted Users will be in English or in the applicable local language, as directed by XYZ.  All information stored in the Ticket Management System must be in English.

2.5     XYZ IT Service Portfolio

XYZ will provide and maintain the XYZ IT Service Portfolio.  XYZ will provide Service Provider with the relevant information relating to the XYZ IT Service Portfolio for Service Provider to perform its obligations under the Agreement.

XYZ shall notify Service Provider of any changes in the XYZ IT Service Portfolio within a reasonable lead time to enable Service Provider to prepare to support such changes under each of the relevant Support Services.

2.6     Service Support Documentation

Service Provider will have access to XYZ service support documentation, and will ensure Service Provider Personnel are trained and perform their responsibilities as defined in the documentation.  Each XYZ IT product has service support documentation describing the service overview and responsibilities for Global Support Functions. This includes any training or step-by-step instructional materials provided to Service Provider to deliver Support Services. The foregoing materials described in this Section 2.6 are solely and exclusively owned by XYZ.

2.7     Training

XYZ will provide Service Provider with reasonable train-the-trainer training in relation to any XYZ-specific products in the XYZ IT Service Portfolio.  When XYZ provides such training or technical information to Service Provider regarding XYZ-specific applications or technology or other technology, processes or policies related to the Services, Service Provider will, upon agreement between the Parties, provide such information and training to all relevant Service Provider Personnel according to the lead times set by XYZ.  In addition, Service Provider will, upon agreement between the Parties, provide all technical and service training necessary for Service Provider Personnel  to provide the Services in accordance with the Agreement.

2.8     Project Management

Service Provider will follow XYZ's NOCOP project management methodology in delivering projects related to the Support Services.  The NOCOP methodology provides a practical package of principles, tools, and templates for successfully managing programs and projects.

## 3.  MAINTENANCE OF CERTAIN XYZ INTRANET CONTENT

Service Provider will continually update, maintain and add to the information on the Support Services including XYZ's "IT Service Desk", "Service Point," "Self Service Portal" and "Windows Terminal" services offering sub-site available to XYZ Permitted Users as part of the XYZ intranet.  Service Provider will maintain these pages in accordance with XYZ approved templates and communication standards.  Service Provider will continually ensure that the information available through this sub-site is accurate and current.

## 4.  SERVICE SATISFACTION SURVEYS

Service Provider will conduct Service satisfaction Surveys to determine the satisfaction of Permitted Users and to measure the quality of the Services in accordance with Appendix 24 (Service Satisfaction Survey).

## 5.  SERVICE IMPROVEMENT

Based on problem management findings, escalation and Feedback data, Service satisfaction Survey results and any other improvement opportunities, Service Provider will initiate, implement and manage service quality control and improvement initiatives

(including those related to continuous internal service development) to improve Support Services.

Service Improvement is comprised of the following:

- Process improvement (e.g., analysis of Requests; identification of common root-cause problems that can be addressed with process, skill or behavioral improvements within the organization; monitoring achievement of Service Levels and internal strategic quality targets; and documentation and reporting);

- Service Provider agents' quality assurance regarding, but not limited to, service culture, best practices and knowledge of processes and tools;

- Service satisfaction Surveys (e.g., regular interpretation of feedback from Permitted Users and initiation of immediate measures if necessary; periodic analysis of the Service satisfaction Survey results and identification of root causes; and identification of training requirements);

- Preventative problem avoidance, including the proactive implementation of best practices and trend analysis;

- Request management and Feedback management (e.g., validation / root-cause analysis of Feedback); and

- Improvement initiatives regarding XYZ processes and the XYZ IT Service Portfolio.

## 6. REQUEST MANAGEMENT

6.1    Request Types and Request Management Rules

Service Provider will manage all Requests in accordance with the XYZ Request Management/Fulfillment Process. All Requests will be categorized as either:

- Incidents;

- Service Requests; or

- Feedback.

Service Provider will accept and respond to all Requests, and will resolve Requests in accordance with the resolution times set forth in Exhibit 6-1 (Service Level Definitions).

Service Provider will follow the general rules for Request management, which include the following:

- categorize all Requests as either an Incident, Service Request or Feedback;

- log all Requests in the Ticket Management System and create a corresponding Ticket;

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- identify on the Ticket whether the contact involves an Incident, Service Request or Feedback;

- identify the problem and determine the appropriate means for resolution (e.g., Service Desk, self help search solution, remote control, On-Site Support);

- ensure that Tickets are forwarded to other Global Support Functions only when the resolution needs additional skills or special rights;

- transfer relevant Tickets to other Global Support Functions if appropriate;

- follow up on all Tickets (include Tickets created by third parties and automatic electronically created Tickets) throughout their lifecycles, including Tickets assigned or transferred to other Global Support Functions;

- provide status information to Permitted Users on all Tickets throughout their lifecycles;

- if a Request requires resolution from other Global Support Functions, assign the respective Ticket to the appropriate Global Support Function without creating multiple Tickets (i.e., the same Ticket will circulate until a resolution has been found);

- reopen a resolved Ticket if the Permitted User is dissatisfied with the resolution within seven (7) days from when the Ticket was marked as a resolved Ticket and if the issue relates to the same problem covered by the resolved Ticket; otherwise, do not reopen any resolved Tickets after seven (7) days from the date the Ticket was marked as a resolved Ticket;

- create a parent Ticket for problems resulting in multiple Requests but which are all related to the same event;

- log any Request as a child Ticket if the Request relates to a problem covered by a parent Ticket;

- if the purpose for contacting a Permitted User involves a status check of an existing Ticket, link the Request to the existing Ticket instead of creating a new Ticket;

- create only one Ticket per Service Provider work stream providing Support Services covered by a Request;

- create only one Ticket per Incident even if multiple Global Support Functions are involved in resolution activity;

- designate in each Ticket the relevant Global Support Function required to resolve the Request; and

- identify Tickets as resolved Tickets when the root cause of the problem has been eliminated, an acceptable workaround has been communicated to the Permitted User or the Request has been fulfilled.

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6.2     Incident Priorities

If a Request is categorized as an Incident, Service Provider will assign a priority designation to such Request.  All logged Requests that are categorized as Incidents must have assigned priority designations based on the following table:

| Priority | | Number of Permitted Users affected | | | | |
|---|---|---|---|---|---|---|
| | | Whole of Nokia | Serveral Locations | One Location | Team | One Individual |
| Impact on Permitted Users | Unable to work | 1 | 1 | 1 | 2 | 2 |
| | Severe impact with alternatives (workarounds) available | 1 | 1 | 2 | 2 | 3 |
| | Restricted use | 1 | 2 | 3 | 3 | 4 |
| | Low Impact/question | 2 | 3 | 4 | 4 | 4 |

The Service Provider will log, compile, and analyze the information contained in a Feedback Request.  The Feedback is routed to the appropriate Service Provider member within the Global Support Function, Service Provider Personnel or Service Provider agent or third-party service provider of XYZ.  Service Provider will inform the Permitted User of the Feedback status as part of the Request management process.

Feedback from Permitted Users will be categorized in the Ticket Management System as set forth below, and can include feedback related to any IT product in the XYZ IT Service Portfolio, or any Global Support Function:

- Service Improvements

- New Service Suggestions

- Complaints

- Recognition of Good Service

## 7.  OTHER XYZ PROCESSES

Service Provider will follow XYZ's Global Support Concept and ITIL framework including all processes and guidelines set by XYZ.

* * * * *

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**EXHIBIT 4-1**

**SERVICE DESK SERVICE DESCRIPTION**

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**EXHIBIT 4-1**

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**EXHIBIT 4-1**

**SERVICE DESK SERVICE DESCRIPTION**

## 1. SERVICE OVERVIEW

The Service Desk acts as the single point of contact (SPOC) between the Permitted Users and Service Provider, internal or external service providers, and other Global Support Functions inside XYZ Global Support Concept. The Service Desk handles all incoming IT-related Requests end-to-end, and provides a global, multi-channel Service Desk to support all XYZ IT products and services in the XYZ IT Service Portfolio.

Requests that are outside of the scope of Service Provider's responsibility will be assigned to the appropriate Global Support Functions within the XYZ Global Support Concept as described in the Procedures Manual.

Service Provider will also be responsible for monitoring and tracking Requests assigned for other Global Support Functions throughout the entire life-cycle of the Requests. Service Provider will take all necessary actions (including remote management) to monitor, track and resolve Requests (to the extent the resolution of such Requests is within Service Provider's scope of responsibility under this Agreement) in a manner consistent with the Procedures Manual and the Service Levels.

Service Provider will perform Service Desk Service as part of the IT support within the XYZ Global Support Concept. Service Desk Service includes:

Tier 0: Self Service including the Self Service Portal; and

Tier 1: Service Desk serving as the single point of contact for Permitted Users and the second point of resolution after Self Service.

## 2. GENERAL REQUIREMENTS

### 2.1 Permitted Users

Service Desk Service will be provided to Permitted Users using any element of the XYZ IT Service Portfolio.

### 2.2 Contact Channels

Permitted Users will be able to initiate Requests through the following contact channels twenty-four (24) hours a day, seven (7) days a week:

    (1)    Email:

        Service Desk must be reachable via e-mail for Permitted Users via a secure connection.

    (2)    Telephone :

        Permitted Users must be able to contact the Service Desk by telephone. The Service Provider will provide one number per country that is accessible via mobile and fixed telephone.

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(3)     Self Service Portal:

Permitted Users must be able to contact the Service Desk through the Self Service Portal.

(4)     Instant Messaging (Chat):

Service Provider will provide a tool to enable Permitted Users to contact the Service Desk Agents via an interactive and real-time chat platform.

(5)     Facsimile:

Permitted Users must be able to contact the Service Desk by facsimile. The maximum number of Service Desk facsimile numbers is one per geographic region (as specified by XYZ). Service Provider is responsible for communicating the facsimile numbers to all Permitted Users in such region.

(6)     Other Electronic Interfaces:

Authorized support persons from XYZ or other service providers may log and assign Requests through electronic interfaces other than the Self Service Portal directly into the Ticket Management System. In addition, certain XYZ IT Products will have interfaces to automatically create Requests which will be immediately sent to the Service Desk for further handling.

2.3   **Service Locations**

The Service Desk will be provided to Permitted Users globally from Authorized Service Locations. Service Provider will run the Service Desk in a secure area, allowing access to only those Service Provider Personnel who are working on as Service Desk Agents for XYZ. In addition, Service Desk Agents will not provide Services to any other Service Provider customer while working on the XYZ Service Desk.

2.4   **Languages and Service Hours**

Service Provider will provide personnel that are fluent in the languages set forth below and English. In this context, fluency means that the Service Provider assigned individuals can speak, read and write the specified language. The level of fluency should be such that the personnel are able to efficiently and effectively communicate, in real-time, via all the contact channels set forth in Section 2.2 above; provided however that instant messaging and Self Service Portal will be provided in English only. Service Provider will provide the Service Desk Services in the following languages at the following times:

| Services | Languages | Availability |
|---|---|---|
| Service Desk | English | 24 hours a day / 7 days a week |
| | Finnish | 24 hours a day / 7 days a week |
| | Spanish | 8:00 – 17:00 for all XYZ Facilities that are in countries that speak Spanish as one of the primary languages |
| | German | 8:00 – 17:00 for all XYZ Facilities that are in countries that speak German as one of the primary languages |

| Services | Languages | Availability |
|---|---|---|
| | Italian | 9:00 – 18:00 for all XYZ Facilities that are in countries that speak Italian as one of the primary languages |
| | French | 8:00 – 17:00 for all XYZ Facilities that are in countries that speak French as one of the primary languages |
| | Portuguese | 9:00 – 18:00 for all XYZ Facilities that are in countries that speak Portuguese as one of the primary languages |
| | Danish | 8:00 – 17:00 for all XYZ Facilities that are in countries that speak Danish as one of the primary languages |
| | Hungarian | 8:00 – 17:00 for all XYZ Facilities that are in countries that speak Hungarian as one of the primary languages |
| | Mandarin | 9:00 – 18:00 for all XYZ Facilities that are in countries that speak Mandarin as one of the primary languages |
| | Romanian | 9:00 – 18:00 for all XYZ Facilities that are in countries that speak Romanian as one of the primary languages |
| | Japanese | 9:00 – 18:00 for all XYZ Facilities that are in countries that speak Japanese as one of the primary languages |
| | Korean | 9:00 – 18:00 for all XYZ Facilities that are in countries that speak Korean as one of the primary languages |

As part of Service Desk Service, Service Provider will have the capability to perform all areas of responsibility of the Service Desk Services 24 hours a day, 7 days a week.

2.5     **VIP Support**

Service Provider will provide VIP support for Permitted Users designated by XYZ as VIPs ("**VIP Support**"). VIP Support will consist of quick-response, high-touch, personalized support for executives or other Permitted Users designated by XYZ ("**VIPs**") including end-to-end Request lifecycle handling by a dedicated Service Desk Agent. Service Provider will ensure that all Service Desk Agents providing VIP Support have excellent communication skills in the VIP's native language, have superior Request handling capabilities and can coordinate well with other Global Support Functions in order to respond to Requests and attempt to resolve issues as soon as possible. The number of VIPs designated by XYZ will not exceed two (2%) of the Permitted Users. VIPs will have various dedicated contact channels to reach the Service Desk or On-Site Support, as specified by XYZ, including a dedicated telephone number per country that has a XYZ Facilities where a VIP is located. In addition, Service Provider will establish a system that will notify the Service Desk Agent that a Permitted User is a VIP if the VIP contacts the Service Desk via a channel other than a dedicated VIP contract channel.

2.6     **Support for Collaborators**

Service Provider will establish user accounts for Collaborator employees and agents, including Trusted Persons. XYZ will be responsible for ensuring connectivity as

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between XYZ, Service Provider and such Collaborator employees and agents, or Trusted Persons.

Service Provider will provide Service Desk Services to Collaborators ("**Collaboration Services**"). This includes providing a single point of contact (SPOC) for reporting XYZ related IT-problems for troubleshooting and resolution, and managing those Requests end-to-end during the Request's lifecycle.

Service Provider will provide Collaboration Service to Trusted Persons. Service Provider's approach to Collaboration Services must follow the XYZ Global Support Concept.

Service Provider will maintain an up-to-date Collaborator and Trusted Person information database, which will be owned by XYZ. Before Collaboration Services begin, Service Provider will gather and enter contact, background and support information related to Collaborator and Trusted Persons in the Collaborator database to establish the record for the Collaborator and Trusted Persons.

2.7     **User Account Management**

As part of the Service Desk Service, Service Provider is responsible for providing user account management support to Permitted Users by maintaining user account and access rights information for different XYZ systems and platforms. User account management services include:

(1)     receive and manage user account Requests from Permitted Users;

(2)     create, change, suspend or delete user accounts;

(3)     grant, change, suspend or delete a user's access rights;

(4)     reset passwords;

(5)     creation, suspension, deletion and modification of user groups;

(6)     comply with security policies and technical requirements for user account management; and

(7)     perform only XYZ approved user account modifications.

2.8     **Telecommunication Services**

As part of the Service Desk Services, Service Provider will provide support related to the ordering and inventory of telecommunication services and products (e.g., SIM cards, desk phones, ADSL/ISDN connections), managing telecommunication-related Incidents and the support of all XYZ specified telecommunication services (e.g., mobile and fixed telephony).

The Service Desk will operate as an interface between Permitted Users and telecommunication providers for ordering and troubleshooting.

As part of the Service Desk Services, Service Provider will:

(1)     Receive, handle and, where applicable, complete Requests to add, change or remove telecommunication services (e.g., SIM cards, desk phones, ADSL/ISDN connections) in accordance with XYZ specified processes and tools;

(2)     receive telecommunication service-related Incidents, classify them and create a corresponding Request(s);

(3)     assign Requests to telecommunication providers or Global Support Functions as needed in compliance with the Global Support Concept (Service Provider acknowledges that this task may require Service Provider to complete telecommunication provider specific forms and to use the telecommunication provider's support tools);

(4)     follow-up and provide status updates regarding Requests assigned to telecommunication providers;

(5)     provide guidance, instructions and answers to questions regarding the telecommunication services; and

(6)     update the telecommunication services inventory.

## 2.9     **Self Help and Self Service Portal**

XYZ will provide the data and content to be initially used as part of the Self Service Portal, together with the underlying infrastructure for the operation of the Self Service Portal (hardware, software and tools).  Service Provider will administer the Self Service Portal to facilitate the Self Service functions in Tier 0 of the Global Support Concept, including developing and providing the data and content related to the Services for which Service Provider is responsible and will coordinate the publication of content related to services not in Service Provider's scope (i.e. provided by other Global Support Functions other than Service Provider).  The Self Service Portal will be provided in English and, unless otherwise expressly authorized by XYZ on a case-by-case basis, all documentation in the Self Service Portal will be posted in English.

Self Service Portal will include the following content and functionality:

- Frequently asked questions (FAQ);

- Ability to enter Requests via standard forms or free text entry;

- Real-time Request management including the ability to (i) cancel and reopen "solved" Requests (ii) add additional information to open Requests, (iii) view all open Requests for a Permitted User, and (iv) review the status of Request;

- Information for contacting the Service Desk via another communication channel;

- Online solutions and workarounds by interactive solution trees;

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- Bulletins and other mechanisms to inform Permitted Users of known problems according to priority;

- Ability to initiate software distribution and installation; and

- Providing online reports of Service Levels to authorized XYZ Personnel.

Service Provider will implement appropriate controls to ensure the security of the Request management functionalities in the Self Service Portal. Service Provider will implement mechanisms to ensure that Permitted Users are only able to access or view Requests for which they are authorized.

In addition to providing the Self Service Portal, Service Provider will perform the following tasks in connection with Self Service:

- provide problem source identification that helps the Permitted User find resolutions to Incidents;

- create content describing relevant aspects of the XYZ IT Service Portfolio;

- manage, maintain and update all content available through the Self Service Portal;

- Provide input to XYZ concerning the appropriate content that should be published; and

- publish content provided by XYZ concerning XYZ IT Service Portfolio and other relevant information.

## 2.10 **Permitted User Communication**

Service Provider will keep Permitted Users apprised of XYZ IT Service Portfolio and other IT-related news and updates regarding maintenance breaks, wide-spread Incidents, service availabilities, service changes, and IT-service instructions via the Self Service Portal, email, interactive voice response and on demand (via phone, Service Points and client messenger (push to desktop)). All bulletins, notices and other communications addressed to Permitted Users and all information stored in the TMS must be in English. Service Provider will provide all communication to Permitted Users based on the XYZ communication guidelines provided by XYZ to Service Provider.

Service Provider will provide communication with Permitted Users including the following:

- Providing Request status information to Permitted Users by phone and through the Self Service Portal;

- Informing Permitted Users if they will likely be affected by future outages in the Self Service Portal or other communication systems facilitating contract channels to the Service Desk. The method of communicating such outages will depend on the type and extent of the outage. Service Provider

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will use the communication channels most likely to reach the impacted Permitted Users;

- Notifying the Permitted Users of upcoming downtimes in XYZ Systems and of known Incidents impacting a large number of Permitted Users. The communication method chosen to communicate such information will depend on the extent of impact on Permitted Users (e.g., Self Service Portal, client messenger (push to desktop), email or phone interactive voice response system). Service Provider will use the communication channels most likely to reach the impacted Permitted Users;

- Communicating to Permitted Users information regarding XYZ IT operational issues communicated to Service Provider by XYZ for that purpose; and

- Providing emergency/major Incident management related communications 24 hours a day, 7 days a week.

\* \* \* \* \*

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**ATTACHMENT 4-2-1 XYZ**

**INITIAL SERVICE POINTS**

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Attachment 4-2-1(XYZ Initial Service Points)
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## APPENDIX 4-2-1

## XYZ INITIAL SERVICE POINTS

**Americas**

| Country | Site/ City | Opening Hours |
|---------|-----------|---------------|
| **Brazil** | Manaus | 10.00-17.00 |
| **Brazil** | São Paolo | 10.00-12.00 |
| **Canada** | Vancouver | 10.00-15.00 |
| **Mexico** | Reynosa, MCR I | Avenida: 10.00-12.00, Parque: 13.00-15.00 |
| **Mexico** | Reynosa, MCR II | 10.00-15.00 |
| **USA** | Boston | 10.00-15.00 |
| **USA** | Irving | 10.00-14.00 |
| **USA** | Mountain View | 10.00-15.00 |
| **USA** | San Diego | 8.00-17.00 |
| **USA** | New York, White Plains | 9.00-16.00 |

**Asia Pacific Region**

| Country | Site/City | Opening Hours |
|---------|-----------|---------------|
| **Japan** | Tokyo | 9.00-11.00 |
| **India** | Bangalore | 9.00-17:30 |
| **India** | Gurgaon | 9.00-17:15 |
| **India** | Chennai | 7:30-16:30 |
| **Singapore** | Singapore | 9.00-17.00 |
| **South Korea** | Masan | 9.00-14.00 |

**China**

| Country | Site/City | Opening Hours |
|---------|-----------|---------------|
| **China** | Beijing | 9.00-17:30 |
| **China** | Beijing | 9.00-17:30 |
| **China** | Dongguan | 9.00-12.00 |

**Europe, Middle East and Africa (EMEA)**

| Country | Site/City | Opening Hours |
|---|---|---|
| **Denmark** | Copenhagen | 8.00-17.00 |
| **Germany** | Ratingen | 9.00-12.00 |
| **Germany** | Ulm | 8.00-16:30 |
| **Hungary** | Budapest | 9.00-12.00 |
| **Hungary** | Komárom | 8.00-16:30 |
| **United Kingdom** | Farnborough | 9.00-17.00 |

**Finland**

| Country | Site/City | Opening Hours |
|---|---|---|
| **Finland** | Espoo (Karaportti) | 8.00-17.00 |
| **Finland** | Espoo | 8.00-17.00 |
| **Finland** | Helsinki | 9.00-12.00 |
| **Finland** | Helsinki | 8.00-17.00 |
| **Finland** | Jyväskylä | 9.00-11.00 |
| **Finland** | Oulu (Tekno/Ele) | 8.00-16.00 |
| **Finland** | Oulu | 8.00-16.00 |
| **Finland** | Salo | 8.00-16.00 |
| **Finland** | Salo | 8.00-12.00 |
| **Finland** | Tampere | 9.00-16.00 |
| **Finland** | Tampere | 8.00-17.00 |

\* \* \* \* \*

# EXHIBIT 4-2

# ON-SITE SUPPORT SERVICE DESCRIPTION

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**EXHIBIT 4-2**

**ON-SITE SUPPORT SERVICE DESCRIPTION**

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**Attachment 4-2-1 (XYZ Initial Service Points)**

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**EXHIBIT 4-2**

**ON-SITE SUPPORT SERVICE DESCRIPTION**

## 1. SERVICE OVERVIEW

On-Site Support Service includes support activities performed by the Service Provider Personnel when a physical desk side visit is necessary or requested at a XYZ Facilities or any other location designated by XYZ. On-Site Support Service also includes Service Point Services provided from specified XYZ Facilities. Permitted Users can walk into a Service Point to receive support services on a first-come, first-served basis instead of calling the Service Desk. On-Site Support Service also includes other on-site activities performed by the Service Provider as set forth in this Exhibit 4-2 (On-Site Support Service Description)

Service Provider shall perform On-Site Support Service as part of the IT support within the XYZ Global Support Concept as Tier 2: On-Site Support Function.

Service Provider will perform certain activities with its on-site support personnel that are necessary to fulfill the requirements, obligations or activities arising out of the obligations specified in Exhibit 4-1 (Service Desk Service Description) and Exhibit 4-3 (Workstation Creation and Maintenance Service Description). These activities may or may not be separately chargeable as an element under the On-Site Support category in Appendix 12 (Fees). However, Service Provider is required to perform all such activities.

## 2. GENERAL REQUIREMENTS

### 2.1 Permitted Users

On-Site Support Service will be provided to Permitted Users using any element of the XYZ IT Service Portfolio. Permitted Users for On-Site Support Services include XYZ employees, contractors, agents, Trusted Persons or other individuals designated by XYZ to receive On-Site Support Service.

### 2.2 Contact Channels

On-Site Support Services are initiated by the Service Desk and through Service Points. Permitted Users will also be able to visit Service Points during service times specified in Section 2.4 of this Exhibit 4-2 (On-Site Support Service Description).

### 2.3 Service Locations

On-Site Support Services will be provided in all XYZ Facilities and, upon XYZ's request, at any facility occupied by a Collaborator or any other location reasonably requested by XYZ.

As of the applicable Service Commencement Date, Service Point Services will be provided by Service Provider in the XYZ Facilities, and for the number of hours, set forth in Attachment 4-2-1 (XYZ Initial Service Points). The existence of, and hours of operations, of Service Points may be adjusted by XYZ in accordance with Section 6.3 of Appendix 12 (Fees).

### 2.4 Languages and Service Hours

All Service Provider Personnel providing On-Site Support Service must be able to speak English and the local language where such Service Provider Personnel is providing On-

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Site Support Services.  All bulletins, notices and other communications addressed to Permitted Users and all information stored in the TMS and Self Service Portal must be in English.

On-Site Support Service is generally provided during Business Hours on Business Days. However, XYZ can require that On-Site Support Service be provided outside Business Hours if such On-Site Support Service is required by XYZ to resolve a "Critical Incident" requiring On-Site Support Service.  For purposes of this Section 2.4, a Critical Incident means a security incident, Priority 1 Incident, or a situation that has a direct impact on XYZ's ability to produce or deliver products or services.  Service Provider will perform up to twenty (20) Critical Incidents as On-Site Support Service outside Business Hours at no additional cost.  For any other XYZ requested On-Site Support Service being provided outside Business Hours, On-Site Services will be provided in accordance with the "Out of Business Hours Support Charge" in Appendix 12 (Fees).

As part of On-Site Support Services, Service Provider will have the capability to perform all areas of responsibility of On-Site Support Services 24 hours a day, 7 days a week.

2.5    **VIP Support**

As part of On-Site Support Services, Service Provider will provide VIP Support.  On-Site Support Services VIP Support will consist of quick-response, high-touch, personalized support for VIPs including dispatching highly-skilled support technicians.  Service Provider will ensure that all Service Provider Personnel providing VIP Support have excellent communication skills in the VIP's native language, have superior technical knowledge and can coordinate well with other Global Support Functions in order to respond to Requests and resolve Incident and other issues as soon as possible.

VIP Support may include assisting the VIP with computing needs at XYZ Facilities, at their homes and when the VIP is travelling.  This may require the Service Provider Personnel to travel to, or with, the VIP.  XYZ will reimburse all direct travel expenses for the Service Provider representative if the Service Provider is traveling with the VIP.

2.6    **On-Site Support Scope**

Service Provider will perform the following tasks in connection with the On-Site Support Service:

- Performance of hardware repair service or replacement of IT Equipment (provided always that XYZ will remain responsible for the procurement of the required spare/replacement parts);

- Coordination with the Service Desk or other Global Support Functions according to the XYZ Global Support Concept for Request diagnosis and transfer of Request;

- Locally performed Requests related to the Client Device, peripherals, Spare Part Items, recycled hardware, Software, and user IDs, and personal printers (i.e. non-networked printers) (e.g., installation / configuration of the new Workstations, peripherals and Software);

- Support the spare part management for IT Equipment defined in the XYZ IT Service Portfolio or other IT Equipment or related items expressly identified by XYZ (e.g., mice, network cables, batteries and cases for laptops) ("**Spare Part Items**"). This support shall consist of the following:

  (a) Service Provider will provide and support XYZ in the initial definition of a minimum number of Spare Part Items ("**Minimum Spare Part Item Level**") for each Service Point and other XYZ Facilities with spare part rooms;

  (b) Service Provider will track the availability of Spare Part Items, and when the Minimum Spare Part Item Levels are reached, Service Provider will, based on XYZ's request, either: (i) place an order on behalf of XYZ for additional Spare Part Items or (ii) notify XYZ of the shortage of such Spare Part Items;

  (c) Reporting to the XYZ asset management system of all information generated while performing On-Site Support Services; and

  (d) If Service Provider realizes that Minimum Spare Part Item Levels for certain Spare Part Items need to be changed, Service Provider will notify XYZ and XYZ will consider changing the Minimum Spare Part Item Level.

- Track IT Equipment provided to Permitted Users for temporary use;

- Delivery of security-related items (e.g., tokens and user accounts according to XYZ security policies and standards);

- Verification of warranty / warranty handling, including the ordering of warranty repairs;

- Replacement of consumables for personal printers based on a Request;

- Emergency/major Incident related On-Site Support service;

- administering and managing the overall operation of On-Site Support and Service Point Services;

- performing IMAC/Ds on IT Equipment and managing the commissioning, delivery and decommissioning of Client Devices;

- providing remote support for Request resolution;

- managing Client Device back-ups when the order requires replacing a Client Device with a new Client Device. Service Provider will backup all data in accordance with the Client Device instructions. Service Provider will re-install all equipment add-ons and Software included in the previous

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Client Device.  Service Provider is responsible for ensuring that the user settings from the replaced Client Device are copied to the new Client Device;

- configuring Client Device for use within the defined XYZ system domain to the appropriate segment within the active directory.  Service Provider will follow all Client Device naming standards, which are defined on a per region basis;

- when performing an IMAC/D, remove old Client Devices and other IT Equipment that has been replaced and delivering such IT Equipment to the relevant Service Point or other specified location for recycling or disposal;

- following up with Permitted Users to ensure installation quality and report to XYZ any deviations with the installation of IT Equipment; and

- providing needed information for the asset management system when Client Devices are handed over to Permitted Users, or components are added, changed or released.

## 2.7  **IMAC/D**

On-Site Support Services will include the performance of IMAC/Ds.  The IMAC/D service comprises installations, moves, adds, changes and de-installations of IT Equipment and Software.

The following services are provided by Service Provider as part of IMAC/D service:

- Installations/ Adds: The IT Equipment and Software in the XYZ IT Service Portfolio, will be installed, configured and delivered to the Permitted User on-site as ordered.  Service Provider agrees that it will not install any Software application on any IT Equipment if such Software application is not either (i) included in the XYZ IT Service Portfolio or (ii) otherwise expressly approved by XYZ.  Client Devices are preinstalled from the vendor prior to delivery to the XYZ Facility. Personalization of Client Devices with business applications (included in the XYZ IT Service Portfolio) is the responsibility of Service Provider. Permitted User will be informed prior to the IMAC/D appointment, that he/she needs to back-up their user data. Service Provider will verify, whether Permitted User has backed up his local user data and will assist in backing up and/or restoring backed-up user data, if so requested by the Permitted User.

  IT Equipment that are "dead on arrival" (DOA) or non-functional are to be handled by Service Provider according to a process agreed upon by XYZ and Service Provider.

  Service Provider is responsible for updating license and asset information according to the XYZ-defined license and asset management process to be agreed upon between the Parties.

- <u>Move</u>: Service Provider will remove IT Equipment and provide it to the responsible carrier for transportation. At the new XYZ Facility, the IT Equipment will be received, installed, configured if necessary and delivered to the appropriate Permitted User. Moves within the same XYZ Facility will be accomplished using available moving equipment.

- <u>Change</u>: At the request of Permitted Users, Service Provider will exchange IT Equipment and Software for new components which are defined within the XYZ IT Service Portfolio. These components will be installed, configured and handed over to the Permitted User on-site as ordered. Software changes that cannot be accomplished remotely by the Service Desk will be handled through On-Site Support. The Change scope includes coordination and replacements in connection with hardware recalls of IT Equipment or related components.

- <u>De-Installation</u>: De-Installation services provided by Service Provider include wiping (total deletion) of hard drives (according to the XYZ security requirement set forth in <u>Appendix 8</u> (Technology, Architecture and Security)), preparation of IT Equipment for disposal partner, delivery of IT Equipment to site staging area, and, in the case where IT Equipment can be recycled, preparation for and ordering of shipment of IT Equipment to appropriate replacement pool sites.

2.8     **Service Point Services**

The Service Point Services include:

- Opening Requests via normal On-Site Support Service communication channels and following those Requests throughout their lifecycle;

- Support for Permitted Users in cases concerning the day-to-day use of items defined in the XYZ IT Service Portfolio;

- Installations and deletion of user data when loaned Client Devices have been returned to the Service Point;

- Coordination of hardware repair calls for all Client Devices with XYZ specified suppliers;

- Application installations and configuration for items defined in the XYZ IT Service Portfolio;

- Delivery of security-related items (e.g., tokens and user accounts);

- Performing flash service for applicable Client Devices;

- accepting all IT Equipment brought to the Service Points by Permitted Users for repair, replacement, disposal or recycling;

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- issuing and managing IT Equipment designated by XYZ that will be available for loan to Permitted Users ("**Temporary Equipment**");

- ensure that the Service Point retains an adequate stock of Temporary Equipment available for loan;

- Ensure that the Temporary Equipment is reasonably new, fully functional, and operates at current XYZ standards;

- managing the supply stock from which Permitted Users can pick up consumables (such as network cables, standard mouse, Client Device headset, different cables and keyboards);

- providing and managing equipment add-ons (such as carrying cases, Workstation batteries, port multiplier, AC adapters) that are supported by an approved purchase order and only as agreed under the Agreement;

- making available other agreed stock in the Service Point stock, which at a minimum will include the types of stock in the relevant Service Point as agreed under the Agreement;

- recommending changes in stock items based on equipment use patterns and Permitted User volumes; and

- providing and managing a pick-up point for Client Devices.

## 2.9 On-Site Support of Infrastructure Functions

On-Site Support Services will include providing certain support activities for XYZ computing and networking functions ("**Infrastructure Functions**"). This includes being the "hands and eyes" for personnel performing Infrastructure Functions ("**Infrastructure Personnel**") on IT Equipment in XYZ Facilities where there is no dedicated Infrastructure Personnel. Service Provider will coordinate with Infrastructure Personnel to help ensure that all IT Equipment remains in good operating condition. This includes performing preventative maintenance activities on IT Equipment, performing break-fix service to correct component failure or other problem and perform other tasks reasonably requested by Infrastructure Personnel on IT Equipment in such XYZ Facilities, including the physical installation and connection of XYZ approved network equipment (including wireless access points and routers). In addition, Service Provider will coordinate with third party maintenance and repair technicians needing access to IT Equipment to repair, replace or configure such IT Equipment. Service Provider will also maintain and track Spares for the Infrastructure Functions as set forth in Section 2.6 of this Exhibit 4-2 (On-Site Support Service Description). All material Infrastructure Functions will be logged as a ticket in the TMS. Infrastructure Functions will be performed in accordance with the reasonably requested timeframes provided by the Infrastructure Personnel. Infrastructure Functions will not be included within the calculation of on-time delivery or other related Service Levels, provided however that the performance of Infrastructure Functions may be one of the functions measured by the service satisfaction surveys.

2.10  **Additional In-Scope Activities**

Service Provider will be required to carry out certain activities that are not the performance of IMACs or solving Incidents, but require some level of activity from the on-site personnel of Service Provider. These additional activities are requested by XYZ, logged as a Request at the Service Desk and require support from Service Provider's on- site support staff ("**Additional In-Scope Activities**"). For clarity, Service Provider will not be paid any additional fees for the performance of the Additional In-Scope Activities other than the fee paid by XYZ for the generation of the Request. The Additional In- Scope Activities are the following:

- Attendance and technical support at webcasts events and other meetings that requires audio visual or other technical support;

- Attendance and technical support at special end user training and support sessions arranged by XYZ IT;

- Attendance and technical support at executive training sessions;

- Replacement of printing consumables for network printers; and

- Selected reasonable administrative documentation and technical tasks that have historically been performed by on-site services personnel and are within the competence of Service Provider personnel.

All material Additional In-Scope Activities will be logged as a Ticket in the TMS. Additional In-Scope Activities will be performed in accordance with the reasonably requested timeframes provided by the requesting Permitted User. Additional In-Scope Activities will not be included within the calculation of on-time delivery or other related Service Levels, provided however that the performance of Additional In-Scope Activities may be one of the functions measured by the service satisfaction surveys.

2.11  **Goods Receiving**

Service Provider will receive all IT Equipment and other items shipped to or used by the Service Point or by On-Site Support. As part of the On-Site Support Service Provider will perform the following activities in coordination with the responsible individuals in XYZ's Procurement and Facilities Departments:

- Sign-off on goods received from external suppliers or other parties ("**Received Items**") and store them in a secure area;

- Perform a visual inspection of the Received Items;

- Check the contents of the Received Items against the IMAC/D Request ("**Order**");

- Contact the buyer in the event that the Received Items are at variance with the Order;

- Check for the arrival of Received Items on a daily basis;

- Perform IMAC/D activities on Received Items as requested by Permitted Users;

- Inform XYZ of any defective Received Items; and

- If instructed by XYZ, Service Provider will then package and return the defective Received Item. Packaging materials and postage for the return of the defective Received Item will be paid for by XYZ.

2.12 **Recycling & Disposal**

Service Provider will provide defined aspects of the recycling and disposal process as part of the On-Site Support Service. The recycling and disposal of all IT Equipment must be done in compliance with XYZ's policies regarding the environment and data security as well as local law regarding disposal management.

The Service Provider must follow the applicable XYZ guidelines and processes for delivering IT Equipment for recycling back into business use.

An external third party service provider (hired and paid for by XYZ) will be used for the actual recycling and disposal of IT Equipment.

As part of the On-Site Support Service, and as more fully described in the Procedures Manual, the Service Provider will:

- log Requests for recycling or disposal of IT Equipment;

- pick up IT Equipment from the Permitted Users' desk and deliver to the XYZ storage location for recycling or disposal by a XYZ third party service provider;

- maintain the storage of IT Equipment for recycling (secure and non-secure equipment) for further use;

- provide the asset and license information for the asset management system and license management system;

- update the active directory accounts of impacted Permitted Users;

- perform data wiping (full deletion) and re-installations (if permanent Software or data deletion cannot be performed, the hard drive must be handled in accordance with the XYZ security processes);

- determine whether the IT Equipment meets the requirements for internal recycling or whether it must be disposed (complying with XYZ's requirements for media disposal);

- prepare the IT Equipment for disposal or external recycling by XYZ third party recycling and disposal service provider;

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- records all activities performed on IT Equipment; and

- record identifying information for all IT Equipment provided to the third party recycling and disposal service provider.

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**EXHIBIT 4-3**

**WORKSTATION CREATION AND MAINTENANCE SERVICE DESCRIPTION**

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**EXHIBIT 4-3**

**WORKSTATION CREATION AND MAINTENANCE SERVICE DESCRIPTION**

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**EXHIBIT 4-3**

**WORKSTATION CREATION AND MAINTENANCE SERVICE DESCRIPTION**

1.   **SERVICE OVERVIEW**

This document describes certain Workstation platform creation, maintenance, and related Services to be provided to XYZ by the Service Provider (the "**Workstation Creation and Maintenance Services**" or "**WCM Service**").

2.   **ENVIRONMENT CREATION SERVICES**

2.1   Overview

As part of the WCM Service, Service Provider will perform the Services described in this Section 2.  The environment creation services consists of the following elements:

•        Workstations running XYZ approved operating system (e.g. Windows, Linux and Mac);

•        security solutions (e.g., antivirus, Workstation firewall, laptop encryption); and

•        system management for Client Devices.

As part of these WCM Services, Service Provider will:

•        perform Software Package development and implementation in accordance with the XYZ specified phases and milestones in the XYZ Connecting Projects management methodology (NOCOP) and in accordance with the timeframes to be agreed to by the parties in the project planning phase;

•        manage the creation project to agreed timelines;

•        do proactive vulnerability management by packaging and deploying Security Patches as and when released by the vendors;

•        be responsible for all Workstation Software Package-related development and implementation activities;

•        follow the XYZ architectural decisions;

•        notify XYZ and obtain XYZ's approval before making any changes to Client Devices architecture or Software Packages;

•        Provide support for security investigations; and

•        deliver equipment installed with the relevant Standard Workstation Package, office and business specific applications and Software Packages as supplied by XYZ's third party equipment providers.

The Service Provider will provide the services set forth in this Section for all XYZ approved Client Devices, operating systems and applications.

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2.2     **Workstation Creation Service**

Creation activities for Workstations include the creation of solutions containing the required office tools, selection of add-ons, advanced features and related support. Workstation solutions will be based on a common configuration for all XYZ business units globally and are designed in accordance with XYZ IT standards.

(A)     Hardware Testing

Service Provider agrees to perform tests of Workstations and other IT Equipment for XYZ.  As part of such testing, Service Provider agrees to confirm the functionality and proper configuration of all installed system components and Software.  If the IT Equipment is a Workstation, Service Provider agrees to install the XYZ approved operating systems to check the functionalities of the Workstation. Service Provider will document the results of all tests in a test protocol template and provide XYZ with a copy of such test results.

As part of these testing Services, the Service Provider will (i) recommend for XYZ's approval IT Equipment and configurations that will operate successfully in the XYZ Environment; and (ii) test approved IT Equipment prior to deployment into the XYZ Environment.

Service Provider's performance of IT Equipment testing will include the following activities:

(1)     Tasks for Workstation testing:

- Performance of general functionality tests;

- Test if the Workstation is able to install the current XYZ standard operating system (included in the Standard Workstation Package);

- Test power management (APM, ACPI, standby, hibernate);

- Test connectivity for all existing interfaces of the device;

- Test the graphics capabilities (i.e., possible resolutions and color depths);

- Test the audio devices (only functionality, no application testing);

- Test IO devices (e.g., mouse and keyboard); and

- Test the internal components (SCSI).

(2)     Additional testing for laptop Workstations:

- When a docking station is also provided by XYZ, test the docking station (with keyboard, mouse and TFT-Display).

- Perform installation tests with the standard installation (operating system); and

- Execution of the integration tests with regard to interaction of the components tested in the functionality tests.

(3) Tasks for other IT Equipment testing:

- Performance of general functionality tests;

- Test if the IT Equipment is able to operate in the XYZ Environment

- Test power management; and

- Test connectivity for all interfaces.

Service Provider will inform XYZ of the results of the test completion (technically detailed). Upon successfully passing the tests set forth above, the IT Equipment will be released to and be available to the Permitted User for utilization, and will be available to both Service Providers' and XYZ' test labs for any further testing.

(B) Lab Requirements

XYZ will provide the space and Equipment establishing the laboratory environment. Service Provider will administer the laboratory environment for the testing of IT Equipment including:

- maintaining the physical testing space with needed testing IT Equipment and facilities;

- auditing, tracking and recording the testing activities undertaken in the laboratory;

- take steps to ensure a professional testing environment with up to date equipment and methods to meet current technology standards and XYZ's technology requirements; and

- providing reports of all tests to XYZ, upon request.

(C) Standard Workstation Package Creation

(1) Standard Workstation Package Design

Service Provider will create a standardized Standard Workstation Package and configuration that will provide for automation, remote support and management of XYZ Workstations. Service Provider will implement an image design that will facilitate efficient software application testing and an implementation environment and will create efficiencies in supporting the XYZ Environment.

Service Provider will design the Standard Workstation Package in compliance with XYZ's branding requirements. The Standard Workstation Package will be designed and configured based on an agreed technical architecture and taking into consideration the configurations and

design documentation specified by XYZ. Service Provider will create, test, and maintain the Standard Workstation Package. XYZ has final authority over the Standard Workstation Package design.

To facilitate automation, Service Provider will design the Standard Workstation Package with pre-staged Software applications. In addition, Service Provider will design the Standard Workstation Package: (i) to allow remote control using a centralized Software management tool, and (ii) in a manner that minimizes the network load on initial installation and facilitates self-healing. Service Provider will integrate all Software applications identified by XYZ as "core software" into the Standard Workstation Package. Where technically possible, Service Provider will preinstall the Software application so that it is "ready-to-run" within the Standard Workstation Package without further confirmation or configuration by the Permitted Users. In addition, Service Provider will install all current Patches or updates for the Software applications integrated into the Standard Workstation Package upon initial installation and when the Standard Workstation Package is updated in the future (e.g., when new base Software is installed).

As part of the Standard Workstation Package design Services, Service Provider will:

(a)     test the Standard Workstation Packages before deployment in the XYZ Environment; including compatibility testing;

(b)     configure and update Standard Workstation Packages;

(c)     own and resolve problems with the Standard Workstation Packages;

(d)     maintain a database of all Standard Workstation Package versions (including application fingerprints within the Standard Workstation Packages);

(e)     coordinate activities related to image pre-installations made at factories regardless of the hardware supplier, if needed;

(f)     deploy new versions of the Standard Workstation Packages;

(g)     test and deploy Workstation operating system service packs and "hot fix" updates;

(h)     package the set of agreed upon applications currently in the XYZ Environment;

(i)     package agreed upon applications in the XYZ Environment and requested by the Application Owner to be packaged during the Term;

(j)     provide all Software Distribution related activities, including upgrades, security fixes and small additional Software Packages;

(k)     provide configuration, user and XYZ service support description documentation for office Equipment, Standard Workstation Packages, Software Packages and applications;

(l)     support the Standard Workstation Packages for XYZ approved Workstations during the entire equipment lifecycle of the Workstation; and

(m)     advise on application compatibility with Workstation equipment during the entire equipment lifecycle and for equipment upgrades when needed.

(2)     Basic Requirements for Standard Workstation Packages

The Service Provider will deploy a system platform management System that:

(a)     enables global updates for each Software component;

(b)     has system management functionality;

(c)     supports regionalization and localization;

(d)     supports Portuguese (Brazil), Mandarin Chinese (simplified and traditional), Japanese and Korean languages;

(e)     has, in addition to the basic Standard Workstation Packages, variations for XYZ research and development and XYZ manufacturing units; and

(f)     enables the creation of new Standard Workstation Package and variations of existing Standard Workstation Packages.

2.3     Creation Activities for Workstation Applications

The Service Provider has application support responsibility for all applications set forth in this Section 2.3.

(A)     Workstation Applications Creation

As part of the Workstation Application creation phase, Service Provider will configure, install, and document the Workstation Applications.

(B)     Additional Related Activities

In addition to basic Workstation Application creation tasks set forth in Section 2.3(A), Service Provider will also perform the following tasks:

(1)      Screen Saver Service:  As part of the Workstation personalization services, Service Provider will provide a service to Permitted Users whereby the Permitted Users can provide content (e.g. pictures, documents, etc.) to Services Provider and Service Provider will convert such content into a Workstation screen saver.  The Workstation screen saver created by Service Provider will be compatible with all XYZ approved Workstations and the current Standard Workstation Package with all then-current Workstation Updates.

(2)      Software Package Creation for Server Based Virtual Workstation Environments:  Service Provider will create Software Packages for installation on servers acting as remote hosts for Workstation Applications. These Software Packages will be tested and configured to work on the server such that they operate in the same manner as such Software Packages operate on a XYZ Workstation.

(3)      Software Package Creation for Workstation Based Virtual Workstation Environments:  XYZ is utilizing certain "virtual PC" solutions that enable multiple virtual operating environments on one Workstation ("**Virtual Workstation**").  Service Provider will create Software Packages for installation on Virtual Workstations.  These Software Packages will be tested and configured to work on Virtual Workstations such that they operate in the same manner as such Software Packages operate on a Workstation not running the Virtual Workstation solution.

(4)      Software Package Creation for Security investigation support: Service Provider will create Software Packages for installation on any Workstations for security investigation purposes (e.g. information gathering and system monitoring; the aforesaid shall be carried out by the Service Provider as and when XYZ makes a request 24 hours a day, 7 days a week)

(C)    Workstation Backup Service

Workstation backup related solution client components required for the delivery of the WCM Services will be controlled and managed by the Service Provider.  XYZ will retain the ownership, control and management of the archived databases.

The Service Provider is responsible for integrating the Workstation backup solution into the Standard Workstation Packages, the development of the service and the delivery of the Software and its updates.  As part of these Services, the Service Provider will:

•      solve Workstation backup software and equipment related problems;

•      evaluate new Workstation backup software and equipment;

•      create updates for Workstation backup software and equipment components; and

•      report Workstation backup related issues (deviations) to XYZ.

The Service Provider's support of a Workstation backup solution will be consistent with the following general requirements:

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(1)     Backed up data must be stored in a network location. The Workstation backup solution is meant for Permitted Users who are usually connected to the XYZ Network over a fast connection (other than dial up).

(2)     The Workstation must use a removable hard disk for storing backed up data. Backed up data on a removable hard disk must be encrypted. The Workstation backup system is meant to be used for Permitted Users who are connected to the XYZ Network using a low bandwidth remote access connection.

(D)     In-Scope Active Directory Services

As part of the WCM Services, Service Provider is responsible for managing, updating and maintaining the Workstation sub-tree in the Active Directory environment. The Service Provider management activities will include (1) updating the Active Directory Workstation sub-tree by entering object information (e.g., access group and GPO); and (2) maintaining a hierarchical view of the installed Workstation applications.

(E)     Software Repository Services

As part of the WCM Services, Service Provider will provide a global repository service and version management for all Software Packages. XYZ will retain all design, solution and architecture decision-making authority, including the removal of Software Packages and the location of repository servers.

2.4     Maintain and Manage Service for VPW Solution

(A)     VPW Solution Overview

Service Provider will maintain and manage the XYZ Virus Protection Client, Personal Firewall and Encryption for Workstation devices approved by XYZ for (i) the recognition and removal of viruses, worms, Trojan horses and other malware (malicious Software), (ii) the delivery of virus patterns, scan engines and other software patches, (iii) monitoring and filtering network traffic to and from the End Points, and (iv) the delivery of intrusion detection signatures (collectively, the "**VPW Solution**").

The End Points that are configured with the Virus Protection Client and/or Personal Firewall will acquire updates from the nearest available server or a client acting as server in the VPW Solution. The servers that are configured with the Virus Protection Client will receive their updates from the nearest available server in the VPW Solution.

(B)     VPW Service Specifications

(1)     Technical Requirements

The VPW Solution maintained and managed by Service Provider will be a combined solution, and may include the following key features, which Service Provider will support:

(a)     The back-end system will be a centrally managed, distributed system to provide fast update capability and fail over functionality for updates;

(b)      The Virus Protection Client Software will protect not only against traditional viruses and worms but also against spyware, adware, hack tools, and other similar malware (i.e., providing protection from all types of malicious Software);

(c)      The Virus Protection Client Software will have the ability to scan email attachments;

(d)      The VPW Solution will have the ability to scan HTTP, FTP, IM (instant messaging) and VoIP (voice-over-internet protocol) traffic for protocol and application specific threats to efficiently protect the hosts from these so called web-based threats, such as but not limited to:

- Drive-by downloads, and

- Other exploits targeted to application (web and local) weaknesses and vulnerabilities.

(e)      The Virus Protection Client Software will have root kit detection mechanisms and will also be able to remove detected malicious code even if the malicious code is running;

(f)      The Virus Protection Client Software will have proactive protection elements to efficiently block unknown malware from entering to a protected system;

(g)      The Virus Protection Client Software will provide a solution that includes a rollback option enabling the return to a previous set of virus definitions from a single, convenient location, and it will provide a solution that includes a rollback option enabling the return to a previous antivirus Software Patch level;

(h)      The Personal Firewall Software will be able to filter TCP, UDP and ICMP protocols as part of the base solution, and common protocols like IGMP as well as tunneling protocols like AH, ESP, GRE, L2TP, SKIP and TLSP;

(i)      The Personal Firewall Software will be able to perform stateful inspections of stateful IP protocols;

(j)      The Personal Firewall Software will be able to have different sets of rules based on different network locations, providing the ability to have split tunnel blocking between different network interfaces;

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(k)    The Personal Firewall Software will have an intrusion detection engine with updatable signatures to detect and prevent attacks against new vulnerabilities;

(l)    The Service Provider will maintain the back-end system and its capability to have encrypted communication with the Virus Protection Client Software and with the Personal Firewall Software, when transferring any company specific data like log information or End Point settings;

(m)    The Service Provider will use the ability of the VPW Solution to lock the client application configurations or disable the client application user interface (e.g., to prevent XYZ end users from disabling or modifying the security settings);

(n)    The Service Provider will support the VPW Solution process for sending malicious application virus and/or malicious code samples to antivirus software vendors without reliance on email-based communication Systems; and

(o)    The back-end system will be able to collect all End Point log information in a central location, provide feasible monitoring and reporting based on the collected data, forward logs to XYZ's Enterprise Log Management Service and integrate appropriately with Security Event Management for the purposes of centralized security monitoring by XYZ's Security Operations Center (SOC).

(2)    Description of VPW Services

Service Provider shall:

(a)    Support the VPW Solution according to XYZ's specified requirements;

(b)    Support the Virus Protection Client Software and Personal Firewall Software on End Points and servers under Service Provider's responsibility;

(c)    Organize and maintain a twenty-four (24) hours per day, seven (7) days per week emergency on-call service staffed with Service Provider Personnel adequately knowledgeable about the VPW Solution; and

(d)    Document, in detail, the VPW Solution's maintenance carried out by Service Provider.

2.5    Maintain and Manage the Services for End Point Encryption

(A)    End Point Encryption Solution Overview

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The scope of the End Point Encryption Service is to provide XYZ with protection to all End Points that are connected to or used in the XYZ Environment or contain XYZ proprietary information. This Section 2.5 summarizes the agreed scope of services to be rendered by Service Provider for the End Point Encryption Service. The End Point Encryption Service applications shall be compliant with the technology and security requirements in this Agreement. Service Provider shall be responsible for the user administration of the End Point Encryption Solution.

(B)     End Point Encryption Service Specifications

(1)     Solution Maintenance and Management

Service Provider shall maintain and manage the End Point Encryption Solution (type and specification of the system components, quantities, locations, Software products and licenses to be provided) based on an agreed solution design that meets XYZ's requirements for the End Point Encryption Services. The requirements of XYZ for the End Point Encryption Services will be fulfilled for the End Points as defined below, provided the technology and associated product(s) support the requested functionality.

(2)     Description of End Point Encryption Services

(a)     As part of the End Point Encryption Solution, Service Provider shall, to the extent possible given the solution's capability and features:

•     Encrypt the entire End Point's storage mechanism (e.g., all storage devices, all partitions);

•     Install Encryption Software right after the operating system is installed;

•     Install the Encryption Software before the first Permitted User logs on to the End Point;

•     On applicable End Points, provide that the pre-boot authentication mechanism is activated after installation;

•     Require Permitted Users to change their passwords as required by XYZ's password requirements;

•     Notify the Permitted User of the status of the encryption, and inform the Permitted User that he is not allowed to move the End Point out of the XYZ Facilities before encryption has completed;

•     Install Encryption Software on all End Points based on defined installation profiles from XYZ. No other installation profile should be used without prior approval from XYZ;

- Maintain, initiate and document change requests to global client application configuration changes and software updates required to adequately protect XYZ;

- Forward alerts and security incidents (as defined by XYZ) from the laptop's End Point Encryption agents through the Encryption solution to XYZ's Enterprise Log Management Service;

- In the case that the End Point is placed in a non-encrypted status, thereafter, Service Provider must encrypt such End Point. If the encryption key changes after this process, the Permitted User must be able to reliably recover encrypted data present on the hard disk and also have backups available in case of a failure;

- The End Point Encryption Solution must use a hierarchical user account policy that provides XYZ with the highest account access level; and

- Unless otherwise specified by XYZ, encryption keys will be managed by XYZ ICP Security team and Service Provider jointly. XYZ will retain access to the file share containing recovery encryption keys if and to the extent technically possibly;

    (b)    The Encryption Software shall satisfy the following criteria:

- Compliant with industry standards and regulations for security requirements for cryptographic modules;

- Pre-boot authentication mechanism;

- Data encryption process not visible to the Permitted User;

- Encryption occurring on-the-fly, ensuring content encryption, when the system is not shut down;

- Automatic backup of recovery information;

- Recovery capabilities;

- End Point manufacturer and/or model independent;

- De-installation process unavailable to the Permitted User;

- External removable media and mass storage device encryption capabilities included;

- Encryption client settings configurable through an administration interface;

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- Provide read rights to XYZ through an administration interface;

- Enable encryption client settings configuration over the network;

- Enable failsafe encryption client software upgrade and Patches over the network;

- Provide domain service account for encryption;

- Provide different access levels;

- Provide logging functionalities;

- Support token authentication for administrators;

- Compliance with technical standards body requirements related to encryption level (algorithms) (as of the Effective Date, AES-256 is considered to be a strong encryption algorithm);

- Ability to support XYZ PKI on smart cards in normal and in pre-boot authentication modes;

- Provide for encryption of updates and Patches during transmissions over the network;

- Availability of single sign on capability;

- Support PKI authentication;

- Ability to encrypt hard disk with Microsoft Bitlocker (or a later comparable product released by the operating system vendor) but management functions and key management done by Encryption Software;

- Support all Workstation operating systems approved by XYZ;

- Support all approved End Point types, including mobile devices;

- Support Macintosh platforms; and

- While encrypting, Permitted User must be reminded of the current status of the encryption via a separate window, pop-up window or similar method.


## 3. SUPPORT FUNCTION AND MANAGEMENT

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3.1    Software Management Service

Service Provider will perform certain software management services for XYZ. This includes application compatibility testing, software packaging, software distribution, platform management and the other related tasks and activities set forth in this Section 3.1.

(A)    Application Compatibility Testing and Approval Process

As part of application compatibility testing and approval process, Service Provider will perform the following activities:

(1)    testing all applications and Software Packages for compatibility before deploying applications and Software Packages in the XYZ Environment. This includes testing compatibility with:

(a)    the Standard Workstation Packages;

(b)    all standard drivers;

(c)    the XYZ Network environment; and

(d)    the XYZ approved IT Equipment in the XYZ IT Service Portfolio;

(2)    obtaining the approval of the Application Owner before deploying the application or Software Package;

(3)    maintaining a database of tested applications and Software Packages, Application Owners and application fingerprints (including the information of package availability and System profile), testing status of application and test reports;

(4)    testing all Software Packages in the manner that satisfies the Application Owner's functional requirements;

(5)    testing all Software Packages in the manner that satisfies XYZ IT Security's functional requirements;

(6)    if any application is not compatible, reporting compatibility issues to the Application Owner;

(7)    monitoring changes in technology and recommend to XYZ changes to the testing methods and content in order to take into account how the changes in related technology impact the tested application;

(8)    if Service Provider discovers a problem with the Standard Workstation Packages in connection with the testing, advice on the availability of a workaround; and

(9)    providing XYZ with a report of the test results in the form and format requested by XYZ.

(B)     Software Packaging Services

The Service Provider is responsible for all Software Packaging activities. To perform such activities, Service Provider will use Service Provider's tools and procedures approved by XYZ. As part of Software Packaging, Service Provider will be responsible for configuring all approved software applications in the XYZ Environment, unless XYZ specifies that such application should not be part of the Software Packing service.

The Service Provider's Software Packaging responsibilities include the provision of Software Packaging services with the following functionality and properties:

> (1)     fully automated uninstallation support;
>
> (2)     global repository service and version management for all Software Packages;
>
> (3)     logging capabilities to target Systems;
>
> (4)     utilization of original installation media when possible (repackaging or setup-capture must be a secondary approach and should be used only when original installation media cannot be used);
>
> (5)     the Software Packages database should be accessible via web browser and database query tools; and
>
> (6)     XYZ must be able to generate ad hoc reports, queries and audits.

Service Provider will coordinate and communicate with internal Service Provider functions and all impacted Permitted Users regarding the timing and impact of a Software Package distribution roll-out. In addition, Service Provider will ensure that all compatibility testing and packaging testing has been completed as necessary to ensure the proper functioning of the Software Package.

(C)     Software Distribution

Service Provider will perform Software Distribution services for XYZ. As part of the Software Distribution services, Service Provider will:

> (1)     track and report on third party licenses in the License Management System;
>
> (2)     solve problems with client applications and Software Packages;
>
> (3)     provide Software delivery and installation;
>
> (4)     implement the Software Distribution mechanism and processes in such a way that it will not require administrator privileges on the Permitted User's Workstation;
>
> (5)     provide application and Software Package delivery through the following channels:

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<blockquote>
<blockquote>
(a)      the Service Provider's system platform management System; and

(b)      the remote management (user initiated (pull) and administratively initiated (push)) through the Self Service Portal.
</blockquote>

(6)      provide logging of all installations to a database, including the following information:

<blockquote>
(a)      application details (e.g., supplier, application name and version);

(b)      package version;

(c)      Workstation information (e.g., Workstation name and related data);

(d)      user information (e.g., username and related data); and

(e)      installation time.
</blockquote>

(7)      provide a Software Packages solution that can be distributed using all of the following distribution modes, as selected for the particular installation:

<blockquote>
(a)      silent – no visible user interface and package is executed silently;

(b)      quiet – package is visible and is executed without dialogues;

(c)      normal – package is visible and can be executed with dialogues if needed; and

(d)      forced – package can be reinstalled without conditions. This functionality must also be available with all of the above modes.
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XYZ will ensure that the XYZ Network will provide sufficient network bandwidth to facilitate Software Distribution to most XYZ Facilities. In exceptional cases (e.g., the size of the Software Package is exceptionally large) there can be XYZ Facilities with insufficient network capacity. In those cases, the Service Provider agrees to apply a workaround approved jointly by XYZ and the Service Provider to avoid overloading the XYZ Network, e.g., by distributing Software Packages first to a local file server and placing the Software Distribution profile on the nearest Software Distribution gateway server.

(D)      Platform Management

The platform management solution should be a global framework that is centrally managed by the Service Provider, that allow for remote control of Workstations, inventory tracking and Software Distribution. For delivery of the WCM Services, Service Provider will control and manage all platform management functions

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(E)     Software Exclusion Processes Management

XYZ will provide to Service Provider a list of certain Workstations that are excluded from the Software Distribution process and are excluded from platform management end point monitoring. Service Provider will manage this distribution exclusion list and will have in place tools to ensure that such exclusion list is properly implemented.

3.2     Support for the Standard Workstation Package

Service Provider will provide support for the utilization of the Standard Workstation Package, including the following:

(A)     solve problems with the Standard Workstation Packages;

(B)     provide Standard Workstation Package delivery;

(C)     track and report on third party licenses;

(D)     provide Standard Workstation Package delivery through the Service Provider's platform management System;

(E)     provide all support activities related to XYZ Workstations until the end of their equipment lifecycle;

(F)     update all operating system-related security updates (service packs and hot fixes) regularly or when requested by XYZ;

(G)     track and inventory all Software Packages and configuration changes ("**Workstation Update**") for all Workstation software to ensure that a Workstation installed with only a Standard Workstation Package can be updated, at any time, with all previously released Workstation Updates to bring a Workstation up to date with the current XYZ Workstation software and configurations; and

(H)     provide all support activities related to Standard Workstation Packages and its support, training and documentation.

3.3     Patch Management

Service Provider agrees to implement and manage a proactive vulnerability management process and the remote distribution of all patches released by software vendors related to the XYZ implemented operating systems, internet web browsers and other Workstation Applications (e.g., Microsoft Office) (collectively, the "**Patches**"). Service Provider agrees to implement and manage the Patches in such a manner as to effectively eliminate operating system vulnerabilities, resulting in a secure and reliable IT environment for XYZ. Patch management Services include, and Service Provider will perform, the following tasks:

(A)     Monitor actively, at all times and comprehensively threats and vulnerabilities related to XYZ implemented operating systems, internet web browsers and other Workstation Applications and start patching process when ever needed without delay;

(B) Pre-testing of all Patches against the Standard Workstation Package including all previous Workstation Updates applied to that Standard Workstation Package;

(C) Use the XYZ approved Patch management solution to automatically and remotely distribute and install all Patches on Workstations;

(D) Inform XYZ of any applicable security or other vulnerability for each Patch with detailed information for the Standard Workstation Package and standard equipment configurations;

(E) In addition to above upon receiving notice from XYZ that a critical vulnerability exists, Service Provider will take immediately steps to release the applicable Patch to address such venerability; and

(F) Upon XYZ approval make the Patch available for immediate distribution to all XYZ Workstations that have the applicable Software application.

3.4 Support for Workstation Products

(A) Workstation Applications

Service Provider is responsible for support documentation, functional operation verification, roadmap planning and Third Tier Support for all XYZ approved Workstation Applications. XYZ will retain responsibility for and ownership of all Workstation Application licenses.

(B) Workstation Backup Service

The Workstation backup solution is treated just like other Workstation Applications. In addition to the Service Provider responsibilities already described for Workstation Applications, for the Workstation backup solution, Service Provider will perform the following additional tasks and activities:

(1) solve problems with the Workstation backup application;

(2) solve data recovery problems; and

(3) solve Workstation backup client applications and Workstation equipment-related problems.

3.5 Support for Security Solutions

(A) Ongoing Operation and Support for VPW Solution

(1) Competence Center Anti-virus

(a) Provision of up-to-date virus patterns and scan engines for the VPW Solution. Service Provider shall provide up-to-date virus patterns and scan engines released by virus protection Software vendors. Service Provider will configure the service so that the newest pattern and released engine will be distributed to the VPW Solution globally.

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(b)     Virus protection Software licenses selection and management.  XYZ will suggest the virus protection and Personal Firewall Software products to be used for the VPW Service ("**Anti-virus Software**").  Service Provider shall manage the Anti-virus Software licenses, including the administrational aspects, such as coordination, counting, ordering and re-ordering.  XYZ will procure and own all virus protection and Personal Firewall Software products.

(c)     Active provision of virus protection information.  Service Provider shall adapt virus protection information and forward it to the designated contacts (for example, a manager on demand) at XYZ Facilities via the internet.

(d)     Quality assurance – integration and detection.  Service Provider will provide XYZ with updates of the Anti-virus Software. Quality assurance for the serviceability and anti-virus characteristics of the virus patterns and anti-virus engines will be performed through appropriate Software configuration of the Standard Workstation Package.  Service Provider will review the standards in detail and will investigate which viruses have previously infected the XYZ Environment.  These standards and historic virus information will be taken into account when developing and operating the VPW Solution.  In addition, for solution and testing, Service Provider will maintain an appropriate virus collection.

(e)     Product updates.  Service Provider will evaluate and test all Anti-virus Software and other related product updates that become available.  Before a general installation of an update on the XYZ Environment, Service Provider will perform an operational test.  In connection with such testing, Service Provider will provide a setup routine to update individual End Points.

        The modalities of these Anti-virus Software updates shall be determined by mutual agreement between XYZ and Service Provider.  The appointed times shall be agreed between XYZ and Service Provider and will occur during agreed maintenance times.

        If XYZ does not agree to an Anti-virus Software update, the Anti-virus Software update will not be performed.  Service Provider shall not however then be responsible for the damage caused by any virus or other malicious Software which would have been prevented by the application of such update.

(f)     Change requests.  The Service Provider must maintain, initiate and document change requests to global client application configuration changes and software updates

required to adequately protect XYZ while considering end user usability and XYZ service compliance.

(g) Self-Service Portal Requirements. The Self-Service Portal will contain all the relevant information about:

- virus emergencies and warnings;

- viruses and other malware;

- pattern and scan engine updates;

- product versions and updates;

- security related FAQs;

- other relevant items of information relevant to the VPW Services.

If there is an existing self-service portal, the Service Provider will work with XYZ to ensure relevant information is populated on the same portal or improve or replace such existing portal with an agreed upon solution.

(2) Routine Operations

(a) General tasks. In its operation of the VPW Solution, Service Provider will perform tasks such as but not limited to:

- Communicate with Permitted Users on VPW Service related matters;

- Test Patches and updates for Anti-virus Software and determine whether they are relevant;

- Pilot Patches and updates for Anti-virus Software with pilot users before global delivery;

- Deliver Patches and updates for Anti-virus Software globally;

- Download new virus patterns and engines from Anti-virus Software vendor(s);

- Test and distribute new virus patterns and engines to the VPW Solution globally;

- Download new intrusion detection signature updates from Personal Firewall system vendor(s);

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- Test and distribute new intrusion detection signatures to the VPW Solution globally;

- Resolve Incidents related to the VPW Service;

- In case of infection by malicious code, disinfect End Points and servers under Service Provider's responsibility;

- Annually perform a risk analysis related to the VPW Solution;

- Communicate and coordinate with XYZ's Security Incident Response Team and Security Operations Center (SOC) on virus/worm activity responses; and

- In emergency situations, comply with instructions from XYZ's Security Incident Response Team in a timely manner.

(b) Monitoring of the VPW Solution. Service Provider shall monitor the servers of the VPW Solution twenty-four (24) hours a day, seven (7) days a week. The monitoring by Service Provider includes monitoring the operational reliability of the back-end components (servers) operating the VPW Solution in addition to the monitoring of virus outbreaks on a 24 hours per day, 7 days per week basis in all environments (e.g., factories, NESE, ETP). Additionally, the Service Provider must take appropriate actions with On-Site Support and XYZ's Security Incident Response Team to resolve any virus outbreaks.

(c) Problem management: Third-level support. Service Provider will provide third-level support for the VPW Services. This includes contacting and coordinating with all necessary third party vendors or developers.

(d) Provision of up-to-date virus patterns and scan engines for the VPW Solution. Service Provider shall provide up-to-date virus patterns and scan engines released by Anti-virus Software vendors. Service Provider shall initiate automatic distribution of pattern and scan engine updates to all XYZ End Points and servers and monitor the distribution process. For mobile systems (e.g., mobile devices, laptops) without a LAN connection, the update will be performed once the Permitted User connects the device back into the domain. Additionally, the Service Provider must be able to provision up-to-date virus patterns and scan engines for the VPW Solution on a 24 hours per day, 7 days per week basis so that actions can be taken to deploy critical updates, when needed, to anti-virus, personal firewall or host-based intrusion detection software using an emergency mode

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process with a shorter testing cycle. This must be authorized by XYZ Security Incident Response Team.

(e)    Provision of up-to-date intrusion detection signatures for the VPW Solution. Service Provider shall provide up-to-date intrusion detection signatures released by Anti-virus Software vendors. Service Provider shall initiate automatic distribution of signatures, using Service Provider supported systems, to all XYZ End Points and monitor the distribution process. For mobile systems (e.g., mobile devices, laptops) without a LAN connection, the update will be performed once the Permitted User connects the device back into the domain.

(f)    Monitoring of virus Incidents and personal firewall events with initiation of appropriate measures on a 24 hours per day, 7 days per week basis. Service Provider shall carry out integrated controlling pertaining to the up-to-datedness and functionality of the Virus Protection Client and Personal Firewall. Service Provider will design the system such that problems (e.g., non-current patterns, virus events, personal firewall events) on End Points shall always be reported to the servers immediately and an accumulation of events shall activate an alarm to the administrator and/or initiate corresponding actions with automatic mechanisms.

Service Provider will supervise virus Incidents and personal firewall events. This supervision will consist of the following:

•    Proactively monitoring the up-to-datedness and functionality of the Virus Protection Client and Personal Firewall; and

•    Proactive initiation of corresponding escalations to first-level support (possibly with proposed solution).

A uniform approach to monitoring and escalation will be agreed upon by Service Provider and XYZ. In the case of escalation, contacts designated by XYZ will also be informed. XYZ shall designate the contacts/recipients regarding the results of virus protection reporting.

(g)    Management of personal firewall configuration, rulebase and other protection updates to ensure XYZ service compliance, overall solution usability and optimal protection for XYZ.

(h)    VPW Service for remote End Points – Back-end solution for update mechanism via the internet. Pattern updates that are provided by Service Provider as part of the VPW Service will be distributed over the internet by Service Provider to

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the End Points that are not on XYZ's LAN or WAN. Service Provider will continue to support and improve the existing mechanism to distribute the updates to End Points not on XYZ's LAN or WAN.

(i)     Update agent. If less than fifty (50) Permitted Users are located at a XYZ Facility and such XYZ Facility has a slow network (WAN) connection, Service Provider will inform XYZ that XYZ must name a system for the update agent function at that location.

(B)     Ongoing Operation and Support for End Point Encryption Services

(1)     Routine Operations

Service Provider shall carry out for the End Point Encryption Services tasks such as but not limited to:

- Verify the existence of the key generators;

- Perform version management;

- Monitor status of global encryption management server;

- Monitor Workstation encryption concept communications;

- Monitor global Workstation encryption client application or profile updates from the global management server to the regional management server;

- Failsafe back out or call back Encryption Software updates in case of mistakes and termination and reinstallation of automated updates;

- Move profiles from one regional laptop encryption management server to another;

- As requested by XYZ, create recovery disks and, for fault tolerance, back up the user data for cases where drive decryption is needed;

- Change settings to individual client applications;

- Maintain the End Point Encryption Service;

- Back up security policies;

- Pilot new releases of the End Point Encryption Solutions with pilot users and pilot environment, containing also the other XYZ End Point security solutions, before global update;

- Perform risk analysis in an emergency situation and initiate corrective/preventative actions as necessary;

- Recover the Encryption Software including keys and data of other encrypted media or partitions if the hard disk of an End Point has crashed after an order by XYZ;

- Provide reports regarding the state of encryption, state of pre-boot authentication and status of initial password changes in accordance with the XYZ requirements;

- Provide secure and user-friendly self-help solutions (e.g., challenged response) for end users to reset their passwords if they have been forgotten; and

- Provide support to XYZ's Security Incident Response Team, as required, to recover an encrypted device.

## 4. IT EQUIPMENT ASSET AND SOFTWARE LICENSE MANAGEMENT

4.1    General Requirements

Service Provider will manage XYZ's IT Equipment inventory and Software inventory, including the provision of the following services:

(A)    defining and supporting processes required to capture and maintain IT Equipment and Software license data;

(B)    making available to XYZ an Asset Management System and License Management System and processes for existing, third-party, and future acquisitions of, IT Equipment and Software, with the following functionality:

    (1)    track the commission, recycling and decommissioning of IT Equipment;

    (2)    provide identification data of IT Equipment and Software licenses and record that data within the Asset Management System and the License Management System, respectively;

    (3)    generate scheduled or ad hoc reports;

    (4)    maintain and enable access for XYZ personnel and XYZ subcontractors to read and export reports;

    (5)    capture IT Equipment and Software license data;

    (6)    store the IT Equipment and Software license data in centralized databases;

    (7)    store and report IT Equipment and Software warranty and maintenance information;

    (8)    during the IT Equipment and Software license inventory updates, automatically update IT Equipment and Software license data and append to the centralized databases;

(9)     store historical demographic data for IT Equipment and report demographic history;

(10)    store historical data for Software in the Workstations and report a history, reflecting its components and configuration based on license data;

(11)    contain built-in security features that protect sensitive XYZ IT Equipment and Software license information from unauthorized access;

(12)    where permitted by XYZ, scan Workstations for Software license inventories with minimal Permitted User interruption;

(13)    store detailed identification information about the licensed Software, such as (a) exact product name and version number, (b) contents of bundles, suites and other Software packages, and (c) version and product historical changes; and

(14)    generate reports as described in <u>Appendix 7</u> (Reports), and maintain data so that it can be accessed whenever needed by XYZ authorized personnel.

Service Provider and XYZ will mutually agree on a reasonable approach for generating data reports based on XYZ defined user groups. The Asset Management System will have the scalability to track any IT Equipment that responds to the Simple Network Management Protocol (SNMP) or any other similar technology, including bridges, routers, switches, hubs, and printers, and the demographic history of such IT Equipment or any other agreed assets.

The Parties will agree on a baseline of IT Equipment and Software license data.

4.2     XYZ's Use of the Asset Management System and License Management System XYZ

will have full access to the data stored on the Asset Management System and License Management System, enabling XYZ to view, edit and perform analyses of such data. Service Provider will implement the Asset Management System and License Management System in a manner that will enable XYZ to:

(A)     receive agreed upon IT Equipment and Software license reports based on the data managed by the Service Provider;

(B)     store IT Equipment and Software license data in a secure and logically separated data environment as mutually agreed upon by the Parties;

(C)     access, write and generate reports from the IT Equipment and Software license data; and

(D)     in certain cases, define data fields for IT Equipment.

Service Provider will take all necessary actions to avoid data corruption in the Asset Management System and License Management System managed by Service Provider.

4.3     IT Equipment Asset Management

(A)    IT Equipment Asset Data Capture

    (1)    Purchasing Data Outside of XYZ Purchasing Tool

        Service Provider will perform IT Equipment asset management and other related services for purchase data and XYZ purchase orders whether processed through the XYZ Purchasing Tool or manually.  Any manual processes must follow and be executed according to the agreed rules and processes.  Key fields will be specified and agreed.

        Service Provider will perform the asset management services for all catalogue and non-catalogue IT Equipment assets covered by XYZ purchase orders as described above.

(B)    IT Equipment Asset Data Repository Services

    (1)    Several methods will be used by Service Provider to populate the Asset Management System repository, including:

        (a)    initially using existing XYZ inventory databases;

        (b)    birth certificates;

        (c)    manual data entry, if necessary; and

        (d)    any other methods.

    (2)    All birth certificate data will include the following Workstation identification information:

        (a)    purchase order number;

        (b)    installation date and time;

        (c)    XYZ ID (Permitted User ID) and location ID;

        (d)    IT Equipment serial number and XYZ number (asset tag);

        (e)    installed IT Equipment components; and

        (f)    cost center.

    (3)    For Support Services where Service Provider provides IT Equipment and Software, Service Provider will track and provide all relevant IT Equipment and Software license data available for XYZ to populate its asset and license management system repository.

    (4)    When using birth certificates of IT Equipment, Service Provider will provide XYZ with the following minimum "birth certificate data" where appropriate:

        (a)    purchase order number;

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(b)    installation date and time;

(c)    Permitted User name and address;

(d)    regional information;

(e)    IT Equipment serial number;

(f)    installed IT Equipment components;

(g)    installed Software components; and

(h)    cost center.

4.4    Software License Management

(A)    Overview

Service Provider will provide tools and processes for Software license management. Service Provider will provide the following services related to Software license management:

(1)    managing license data for all Software in the XYZ Environment;

(2)    retrieving and updating all purchased Software license information;

(3)    providing data on the number of licensed, but inactive Software (i.e., unused Software);

(4)    providing data on the number of unlicensed Software used in the XYZ Environment;

(5)    providing reports on Software license data based on a reasonable number of XYZ cost centers;

(6)    providing Software license data for each individual Permitted User and/or Workstation; and

(7)    providing Software license data for each Software supplier and Software product.

XYZ and Service Provider will construct and execute a plan with the objective of increasing the Workstation coverage of the License Management System, in which XYZ will lead the activity and liaise with the various XYZ businesses and organizations. Service Provider will support these activities as part of these Services to ensure further deployment and increasing coverage.

(B)    Software License Management Services

(1)    Software License List

A complete list of Software products that are tracked by the License Management System will be provided by Service Provider and updated

monthly. Service Provider will update the changes to the License Management System's relevant catalogues, as applicable, based on Service Provider's updates to this list. This Software product list may be updated by XYZ at anytime.

(2)     Software Usage Data

Service Provider and XYZ will monitor Software usage in the XYZ Environment. Service Provider will, with the data gained, track and provide XYZ with data relating to the following:

(a)     actual Software usage across the XYZ Environment without causing network disruption;

(b)     usage of Software in the XYZ IT Service Portfolio that does not comply with the terms of the Software licenses to the extent such terms are technically measurable and accessible in the database;

(c)     the number of licensed (either free or under a license agreement) and unlicensed Software; and

(d)     information related to Software usage by inventory, filtering or manually reported, including:

(i)     Software License Pool Information – information on enterprise licenses, independent Software that needs its own license, Software not covered by the XYZ list of approved applications for Workstations, and inventory data, including Workstation name, login identification, and operating system;

(ii)     Software Version Grouping – information on independent Software that have a common license for more than one version, which should be grouped as one;

(iii)     Software License Upgrade – information comparing the purchase of a new license versus the purchase of an upgrade to an existing license;

(iv)     User Grouping or Filtering – information on Permitted Users that have more than one Workstation or Workstations that have more than one Permitted User based on Software license terms and conditions of each Software product;

(v)     History of Usage – historical information from the last eighteen (18) months, stored in the database; and

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(vi)     Software Product List – the Software list provided
by Service Provider that is updated once per month,
as described above.

5.     **TECHNOLOGY PLATFORM CHANGE AND NAC/NAP SOLUTION OUT OF
SCOPE**

5.1    Technology Platform Change

If XYZ migrates a material element of any technology used in the Workstation Creation
and Maintenance Services to an entirely new technology or product (i.e. not an update or
upgrade of an existing technology) ("**Technology Platform Change**"), then the effort
needed from Service Provider to perform such a migration will be scoped and charged as
a Project. As part of the approval process for such Project, Service Provider must
demonstrate to XYZ that the effort needed to implement the Technology Platform
Change: (1) is beyond the scope of the Services set forth in Appendix 4 (Service
Descriptions) including this Exhibit 4-3 (Workstation Creation and Maintenance Service
Description); and (2) requires skills that are materially different from the skills of the
Service Provider Personnel providing maintenance and management services. All other
Services needed to maintain and manage the Technology Platform Change will be
provided by Service Provider at no additional cost, other than the Fees for the Resource
Units under Appendix 12 (Fees).

5.2    NAC/NAP Solution

The Parties agree that any NAC/NAP Solution (as defined below) is considered out of
scope of the Services as of the Effective Date. Should XYZ require Service Provider to
implement any NAC/NAP Solution, XYZ will notify Service Provider of this and the
NAC/NAP Solution will be scoped in detail by the Parties and charged as a Project. For
the avoidance of doubt, after the NAC/NAP Solution is implemented, Service Provider
will be responsible for performing the end user / End Point operations support and the
maintenance and management of the technology needed to run and administer the end
user / End Point portion of the NAC/NAP Solution as part of the Services, which will not
be charged separately by Service Provider as part of the Project cost. The NAC/NAP
Solution that Service Provider is obligated to support under this Section 5.2 is an End
Point based solution and is not a solution based around network technologies. If XYZ
chooses to implement a network based NAC/NAP Solution, XYZ will pay Service
Provider additional Fees, to be mutually agreed between the Parties, for Service Provider's
support of such a network based NAC/NAP Solution..

"**NAC/NAP Solution**" is a System which has the following functionality: If a
Workstation does not have a Virus Protection Client or the most recent virus definition
updates installed, such Workstation will be isolated from the XYZ Network with limited
network connectivity using NAC/NAP until a Virus Protection Client or the applicable
virus definition update is properly installed on the Workstation.

* * * * *

**EXHIBIT 4-4**

**VALUE ADDED SERVICES DESCRIPTION**

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Exhibit 4-4 (Value Added Services Description)
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# EXHIBIT 4-4

## VALUE ADDED SERVICES DESCRIPTION

The Parties agree to complete this <u>Exhibit 4-4</u> (Value Added Services Description) during the Transition Period.

\* \* \* \* \*

**APPENDIX 5**

**TRANSITION PLAN**

# APPENDIX 5

# TRANSITION PLAN

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# APPENDIX 5

# TRANSITION PLAN

## 1. INTRODUCTION

In accordance with Section 6 of the Main Terms, this Appendix 5 (Transition Plan) (the **"Transition Plan"**) sets out a description of the Transition and the activities that Service Provider must perform in order to accomplish the Transition. The Transition Plan is a living document, which may be modified after the Effective Date by agreement between the Parties through the Change Management process set forth in Appendix 13 (Governance) without formal amendment to the Agreement. Any reference to this Appendix 5 (Transition Plan) or to the Transition Plan is deemed to be a reference to the then-current Appendix 5 (Transition Plan), including such amendments made thereto in accordance with the terms of the Agreement.

## 2. DEFINITIONS

Defined terms used in this Appendix 5 (Transition Plan) are provided in the Main Terms (or another Appendix, Exhibit, or Attachment to the Agreement) or in-place where the term is used in this Appendix 5 (Transition Plan) and have the meanings there given.

## 3. OVERVIEW

3.1     Transition Overview, Goals and Objectives.

      (A)     This Appendix 5 (Transition Plan) describes in high-level the activities Service Provider must achieve in order to accomplish the Transition. Additional details related to certain individual tasks and activities Service Provider will perform to accomplish the Transition are set forth in Exhibit 5-1 (Detailed Transition Plan) (the "**Detailed Transition Plan**"). For the avoidance of doubt, the Detailed Transition Plan shall be deemed to be a part of this Appendix 5 (Transition Plan).

      (B)     Service Provider shall propose amendments to the Transition Plan as necessary such that the Transition Plan correctly sets out the intended activities of the Parties necessary to accomplish the Transition, and such proposed amendments shall be subject to XYZ's review and approval. Service Provider will be responsible for performing the activities specified in this Transition Plan and for successfully completing the Transition. Service Provider will plan all activities to be performed by XYZ and the Former Provider. These activities will be specified in writing by Service Provider and provided to XYZ in advance so that the activities can be planned and resourced on time.

      (C)     The Parties will take steps to ensure that the Transition will be complete by 1 April 2009.

3.2     Commencement of Transition.

The Parties acknowledge that the Transition is ongoing as of the Effective Date.

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3.3    Transition Responsibilities.

XYZ shall carry out the Transition related responsibilities and/or provide the relevant Transition resources set out in this Appendix 5 (Transition Plan), and as may be agreed between the Parties and specified in the Detailed Transition Plan.

3.4    Resources and Activities.

Service Provider will provide all of the resources necessary to accomplish the Transition unless, the Transition Plan expressly identifies XYZ and/or its Affiliates and/or the Former Provider(s) as responsible for providing a particular resource.  Service Provider shall perform all activities necessary to accomplish the Transition unless, the Transition Plan expressly identifies XYZ and/or its Affiliates and/or the Former Provider(s) as responsible for performing that particular activity.  Service Provider will plan all the Transition activities, including the activities executed by XYZ and/or its Affiliates and/or the Former Provider(s), document the Transition results and deliverables and provide all progress reporting to XYZ.

3.5    Transition Performance and Management Methodology.

The Service Provider's "Transition Performance and Management Methodology" represents an integrated end-to-end transition framework, which spans the entire Transition life cycle, from the initial consultation process through to transformational "value added benefits". This framework model will be used by Service provider to accomplish the Transition and consists of three (3) key transition phases:

(A)    **Assessment Phase**

(1)    Due Diligence / Pre Transition

(B)    **Service Transition Phase**

(1)    Initiation (planning phase)

(2)    Absorption (learning phase)

(3)    Replication (doing phase)

(4)    Observation (stabilizing phase)

(C)    **Steady State Phase**

(1)    Operations

The focus of this framework is on the Service Transition phase.  However, the Due Diligence that was completed prior to the Effective Date was a crucial input for the roll out of the Transition related activities.

3.6    Transition Framework Methodology in Detail

(A)    **Assessment Phase (Due Diligence/Pre Transition)**

(1)     Due diligence was the first step of the Transition process.  Under this phase, Service Provider teams comprising the Program Manager, Service Delivery Manager ("**SDM**") and the relevant Service track leads visited XYZ's existing service locations and operation center(s) to understand and validate the services currently being delivered to XYZ.

(2)     Service Provider reviewed the present state of documentation and processes and analyzed the feasibility for offshore operations.  Based on its review and analysis, Service Provider refined the scope of work in the Transition Plan primarily through information acquisition meetings with respective XYZ senior management staff, wherein track specific questionnaires were completed in conjunction with XYZ's requirements.

The Parties acknowledge that the Assessment Phase was completed prior to the Effective Date on 27th of November 2008 with a Service Provider presentation of pre-transition results to XYZ.  The information about the Assessment Phase, due diligence and pre-transition is included in this Appendix 5 (Transition Plan) for reference purposes only.

(B)     **Service Transition Phase**

The Service Transition Phase is divided into the following four different Transition phases:

(1)     Service Initiation Phase;

(2)     Service Absorption Phase;

(3)     Service Replication Phase; and

(4)     Service Observance Phase.


**Service Initiation Phase**

Immediately following the Effective Date, the Service Provider Transition and Transformation Manager will lead the Service Initiation Phase, which primarily deals with the Transition planning with respect to the detailed resource plan, communications plan and logistics.  Service Provider will create a plan and provide it to XYZ showing in detail all the Transition requirements, including all activities to be performed by XYZ and/or the Former Provider(s) and all the resources and assets to be provided by XYZ and/or its Affiliates as well as the needed date, duration and location of such XYZ provided activities, resources and assets.


**Service Absorption Phase**

The Service Absorption Phase is divided into the following sub-phases:

(1)     Knowledge Acquisition Phase; and

(2)      Service Redesign Phase.

(a)      **Knowledge Acquisition Phase**

(i)      During this sub-phase, the Service Provider Transition team will undertake a detailed operations requirement analysis, which will involve discussions with relevant XYZ appointed project personnel.

(ii)      Based on this analysis, the Service Provider team will provide Service specific reports to XYZ and provide a plan for the migration of each Service track.

(iii)      The key activities that will be performed by the Parties as part of this sub-phase across all Services include:

A)      Infrastructure study and end user requirements from the Services;

B)      Service Provider will develop an understanding of the standard XYZ operating procedures and deployed tools;

C)      Service Provider will study people skills, roles and tasks performed by XYZ and/or Former Providers;

D)      XYZ will provide "train the trainer" training, to enable Service Provider Personnel to be sufficiently trained to transfer relevant knowledge. This sub-phase comprises an in depth study and analysis of:

1)      XYZ's IT related business and processes;

2)      Tools deployment and usage;

3)      Support groups, third party contracts, legal, human resources and Change Management;

4)      Service Level requirements and metrics;

5)      Systems used in the XYZ IT Service Portfolio and XYZ Environment;

6)      Infrastructure and Software applications mapping;

7)      Technology and process mapping; and

8)      Future XYZ technology requirements.

(b)      **Service Redesign Phase**

> (i) During this sub-phase, Service Provider will redesign the existing services based on the service delivery model to be utilized.

> (ii) This sub-phase will be completed by Service Provider with assistance from XYZ and/or the Former Provider(s), utilizing a combination of onsite and offshore Service Provider Personnel and resources. During this sub-phase, Service Provider will require such access to relevant service delivery staff of XYZ, its Affiliates and the Former Provider(s) as planned and informed by Service Provider within Service Initiation Phase;

> (iii) All relevant standard operating procedures ("**SOPs**"), as currently deployed in XYZ will be transferred to a secure and approved document system (Team Tool) accessible by Service Provider and XYZ and a detailed study will be undertaken in respect of such SOPs. The Parties understand that certain SOPs are likely to be modified in consultation with XYZ, to enable the existing services to be redesigned and to adapt them to the service delivery model. During this sub-phase Service Provider will work with XYZ to carry out the following activities:

>> A) Define Service support process modifications;

>> B) Identify Tool infrastructure for Service support at relevant Service delivery locations;

>> C) Initiate modified SOPs – "Run Book Development"; and

>> D) Role and task definition for the new teams.

**Service Replication Phase**

The Service replication phase or "Parallel Run Phase" comprises the following activities:

> (3) Service Provider (with assistance from XYZ and/or the relevant Former Provider(s)) shall test the end-to-end Service by running the operations out of Service Provider's Authorized Service Locations.

> (4) XYZ's project team will be required to guide the Service Provider team in respect of the delivery of the current services and the service support functions and processes. Any infrastructure or process issues that are identified will be appropriately addressed by the Parties during this sub-phase. The activities to be performed during this phase are set out at in detail in Section 5.3, and will include:

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(a) Testing the entire operations including monitoring processes, escalations, alerts and problems;

(b) Modification of run book based on operational experience; and

(c) Sign off from XYZ on satisfactory performance in accordance with the relevant Transition Acceptance Criteria set out in Sections 5.1(H), 5.2(H), 5.3(H), 6.1(H), 6.2(H), 6.3(H), 7.1(H), 7.2(H), and 7.3(H).

### Service Observance Phase

During this phase, the Service Provider teams will start delivering services from its Authorized Service Locations.  This is primarily a *"Service Provider delivers and XYZ watches period"*, during which Service Provider will deliver certain Services and try to identify and resolve skill / process / procedural gaps in service delivery.

(C) **Steady State Phase**

Following completion of the Transition activities, during this phase Service Provider will provide the Services in accordance with the Service Levels and its other obligations under the Agreement.

3.7 Review Meetings.

(A) The Parties shall closely monitor and review the activities during the Transition and will meet regularly to discuss issues arising in connection with the performance of the activities during the Transition.  Each Party shall nominate one person to be responsible for each Party's respective activities during the Transition.

(B) Progress meetings shall be held weekly.  Service Provider shall produce weekly updates to the Transition project plan, which updates shall be reviewed by XYZ.  The project plan shall highlight current progress against the plan and highlight activities closed, under progress and delayed.  Current and anticipated material risks will be identified and reported in an associated risk register.

(C) The Parties will conduct the meetings set forth in the tables below, and as further set forth in Appendix 13 (Governance).

| Transition Management Meeting (Joint Meeting) | |
|---|---|
| **Meeting Information** | **Assignment/Detail** |
| Meeting owner (Service Provider) | Service Provider Transition Manager |
| Meeting owner (XYZ) | XYZ Transition Manager |
| Frequency | Weekly for the duration of Transition |
| Expected end date | Completion of final Key Transition Milestone(s) |

| Aims | Identify scheduling issues with Transition or reaching the Service Commencement Date with all Service being operational |
| | Escalate major changes or issues to Services Management Board |

| Service Management Board Meeting (Joint Meeting) | |
|---|---|
| **Meeting Information** | **Assignment/Detail** |
| Meeting owner (Service Provider) | Per Appendix 13 (Governance) |
| Meeting owner (XYZ) | Per Appendix 13 (Governance) |
| Frequency | Monthly duration Transition |
| Expected end date | None – Continuing for the Term of the Agreement |
| Aims | Program review and decision on any escalated issues. |

## 4. KEY TRANSITION MILESTONE ACCEPTANCE, AND COMPLETION DATES

4.1     Acceptance Criteria.

     (A)     The Parties agree that the Key Transition Milestones which apply to each of the Service Towers (and are described in detail in Sections 5 to 7 are:

          (1)     Knowledge Transfer (KT);

          (2)     Infrastructure Readiness; and

          (3)     Testing and Parallel Run

     (B)     In respect of each Key Transition Milestone, the Parties have agreed to certain objective and measurable acceptance criteria, which are set out at in Sections 5.1(H), 5.2(H), 5.3(H), 6.1(H), 6.2(H), 6.3(H), 7.1(H), 7.2(H), and 7.3(H) of this Appendix 5 (Transition Plan) ("**Transition Acceptance Criteria**").

     (C)     Service Provider shall be deemed to have completed and fully delivered a Key Transition Milestone when XYZ signs and delivers to Service Provider a Key Transition Milestone Completion Form in the form of Exhibit 5-2 (Key Transition Milestone Completion Form), acknowledging completion of the Key Transition Milestone.

     (D)     Where a Key Transition Milestone has not been completed by Service Provider on the planned date, Service Provider shall list the remaining items of such incomplete Key Transition Milestone and inform XYZ about the deviation from the Transition Plan. Service Provider shall complete and/or remedy all issues and tasks needed to complete the applicable milestone as soon as reasonably practicable thereafter and within the relevant specified cure periods set forth in this Appendix 5 (Transition Plan).

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(E)     Upon achieving the Transition Acceptance Criteria for a Key Transition Milestone, Service Provider shall provide notice to XYZ by delivering a Key Transition Milestone Completion Form.  XYZ will have ten (10) Business Days after receipt of the Key Transition Milestone Completion Form to inspect and acknowledge completion and full delivery of the Key Transition Milestone by Service Provider.

(F)     If the Key Transition Milestone has been completed and fully delivered, XYZ will indicate acceptance of the Key Transition Milestone by signing the Key Transition Milestone Completion Form and returning it to Service Provider within ten (10) Business Days of receiving the Key Transition Milestone Completion Form.  The date when Service Provider achieved the Transition Acceptance Criteria will be deemed to be the day that Service Provider demonstrates to XYZ that it had done so, rather than the date of XYZ's subsequent acknowledgement of such achievement.

(G)     If XYZ reasonably believes that Service Provider has not completed or fully delivered the Key Transition Milestone does not sign the Key Transition Milestone Completion Form on that basis, XYZ shall identify in reasonable detail the specific elements of the Key Transition Milestone that XYZ believes were not delivered or fully completed, with specific reference to the corresponding section of this Appendix 5 (Transition Plan), via written notice to the Service Provider Transition Manager within such ten (10) Business Day period.

(H)     Following Service Provider's receipt of any such notification, the Parties shall cooperate in good faith to promptly address and resolve any deficient Key Transition Milestone delivery elements.  Upon Service Provider's delivery and full completion of such elements of a Key Transition Milestone, if any, XYZ's right to inspect and acknowledge full delivery shall be as stated above.

4.2     Key Transition Milestone Completion Dates and Cure Periods.

(A)     Subject to Section 4.2(B), Service Provider will use Commercially Reasonable Efforts to achieve completion of each Key Transition Milestone by the relevant Key Transition Milestone Completion Date, provided, however, that where Service Provider fails to achieve completion of any Key Transition Milestone in accordance with the relevant Key Transition Milestone Completion Date, Service Provider shall automatically be granted the corresponding cure period(s) set out in the tables below to remedy such failure.

(B)     Where Service Provider fails to achieve completion of a Key Transition Milestone following expiry of the relevant cure period(s) indicated below (except where XYZ provides Service Provider with an extension of time pursuant to clause 16.2 (Savings Clause) of the Main Terms, in which case such cure period shall be extended accordingly), XYZ will have the remedies for such delay as set forth in this Agreement.

(C)     Service Provider will complete all Key Transition Milestones by the Transition Completion Date.  This Section 4.2 set forth certain cure periods.

**However, no cure period indicated within this Section 4.2 will allow the Transition to extend beyond 30th of April 2009**. The Achieved Transition Completion Date is reached when all Key Transition Milestones are accepted and signed off by XYZ in accordance with this Appendix 5 (Transition Plan) and the Main Terms.

(D)     The table below sets forth the Key Transition Milestone Completion Date corresponding to each Service Desk Key Transition Milestone, together with the relevant cure period for each Service Desk Key Transition Milestone:

| Service Desk Key Transition Milestone Completion Dates | | | |
|---|---|---|---|
| **Key Transition Milestone Number** | **Key Transition Milestone** | **Key Transition Milestone Completion Date** | **Corresponding Cure Period from Completion Date** |
| A-1 | Knowledge Transfer (KT) | 27th February 2009 | 4 weeks |
| A-2 | Infrastructure Readiness | 15th March 2009 | 6 weeks |
| A-3 | Testing and parallel Run | 31st March 2009 | 4 weeks |

(E)     The table below sets forth the Key Transition Milestone Completion Date corresponding to each On-Site Support Key Transition Milestone, together with the relevant cure period for each On-Site Support Key Transition Milestone:

| On-Site Support Key Transition Milestone Completion Dates | | | |
|---|---|---|---|
| **Key Transition Milestone Number** | **Key Transition Milestone** | **Key Transition Milestone Completion Date** | **Corresponding Cure Period from Completion Date** |
| B-1 | Knowledge Transfer (KT) | 27th February 2009 | 2 weeks |
| B-2 | Infrastructure Readiness | 15th March 2009 | 6 weeks |
| B-3 | Testing and parallel Run | 31st March 2009 | 4 weeks |

(F)     The table below sets forth the Key Transition Milestone Completion Date corresponding to each Workstation Management Key Transition Milestone, together with the relevant cure period for each Workstation Management Key Transition Milestone:

| Workstation Management Key Transition Milestone Completion Dates | | | |
|---|---|---|---|
| **Key Transition Milestone Number** | **Key Transition Milestone** | **Key Transition Milestone Completion Date** | **Corresponding Cure Period from Completion Date** |
| C-1 | Knowledge Transfer (KT) | 27th February 2009 | 2 weeks |
| C-2 | Infrastructure Readiness | 15th March 2009 | 6 weeks |
| C-3 | Testing and parallel Run | 31st March 2009 | 4 weeks |

## 5. SERVICE DESK KEY TRANSITION MILESTONES

5.1    Key Transition Milestone A-1:  Knowledge Transfer

      (A)    **Objectives:**

            (1)    Understanding the current XYZ Service Desk and user account management processes.

            (2)    Study and analyze the current documentation (including Former Provider documentation and process maps) to run the current operations.

            (3)    Understand the set of tools required to support the XYZ Environment.

      (B)    **Scope:**

            (1)    User Account Management:

                  (a)    Environment introduction and approach during Transition;

                  (b)    Incident management;

                  (c)    Existing user account management training process;

                  (d)    Procedures and policies;

                  (e)    Remedy tool;

                  (f)    Various tools and utilities;

                  (g)    Account creation;

                  (h)    Account modification / access rights;

                  (i)    Account deactivation;

                  (j)    Password change;

                  (k)    Escalation processes;

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(l)        Software installation and configuration;

(m)      Customer satisfaction survey; and

(n)       Reporting.

    (2)    Service Desk

        (a)        Environment introduction and approach during Transition;

        (b)        Incident management;

        (c)        Existing Service Desk training process;

        (d)        Procedures and policies;

        (e)        Remedy tool;

        (f)        Knowledge management;

        (g)        User environment;

        (h)        Standard application support;

        (i)        Password reset;

        (j)        "SecurID"/remote access;

        (k)        Collaborator support;

        (l)        VIP support;

        (m)      Voice support;

        (n)        Custom / in-house applications;

        (o)        Onsite visit at Former Provider service delivery location(s);

        (p)        Escalation process;

        (q)        Problem and Change Management;

        (r)        Remote desktop support;

        (s)        Third party Software;

        (t)        Software installation;

        (u)        Critical Applications and Normal Applications;

        (v)        Customer satisfaction survey; and

(w) Reporting.

(C) **Start Date:** 12th January 2009

(D) **End Date:** 27th February 2009

(E) **Results and Deliverables:** Service Results and deliverables for this Key Transition Milestone are specified in the table below:

| Key Transition Milestone Results and Deliverables | |
|---|---|
| **Description** | **Date** |
| • Service Provider Service Desk/user account management team will be familiar with the XYZ Service Desk support, policies and procedures. | 27th February 2009 |

(F) **XYZ Responsibilities:** All XYZ responsibilities will be specified in writing by Service Provider and provided to XYZ in advance of the time that XYZ is required to perform such responsibilities and will be mutually agreed by the XYZ and Service Provider Transition Managers. However, in general, the XYZ responsibilities for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone XYZ Responsibilities |
|---|
| XYZ shall provide the following resources: |
| • sufficient number of appropriately trained trainers to be provided by XYZ and from the Former Provider at different locations (Finland, Poland and India) for knowledge transfer. |
| • Complete and accurate documentation from XYZ, its Affiliates and the Former Provider(s) in relation to the current services, including documentation and process maps/diagrams relating to current SOPs and other processes used in the delivery of the current services; |
| • Network connectivity at XYZ Facilities for Service Provider Personnel to utilize in connection with training. Such connectivity will be in accordance with XYZ account and security requirements. |
| • Access to XYZ provided tools and applications for training purposes; |
| • a sufficient number of appropriately qualified personnel to undertake test calls and test cases for evaluation of Service Provider competence in delivering the Services. |

(G) **Risks:** Risks for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Risks | |
|---|---|
| **Description of Risk** | **Mitigation** |
| • Trainer unavailability (especially in respect of "hands-on" training). | • Training to be completed as per the project plan. XYZ to plan ahead to ensure availability of required trainers on the agreed dates. |

| Key Transition Milestone Risks | |
|---|---|
| **Description of Risk** | **Mitigation** |
| • Reduction in the training time might lead to degraded quality of services. | • XYZ to ensure that sufficient trainers are provided; and<br>• Timeline to be adjusted, if required, so as to ensure that training is not compromised.<br>• Service Provider to plan more parallel training sessions<br>• Service Provider to plan for dedicated teams for the start of service to minimize the training effort. |
| • Unavailability of support documentation. | • XYZ and Service Provider to create support documentation in parallel. |
| • Insufficient resources provided by Service Provider | • Service Provider to closely monitor number of resources provided and to provide additional resources where reasonably required. |
| • Insufficient language skills of Service Provider Personnel | • Service Provider to closely monitor language skills of Service Provider Personnel and to provide additional resources where reasonably required.<br>• Parties to consider staged Transition where English language Services are delivered first and focus on other languages, pending provision of additional resources. |

(H)     **Transition Acceptance Criteria:**  The Transition Acceptance Criteria for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Acceptance Criteria |
|---|
| • Demonstration by Service Provider that relevant Service Provider Personnel have understood the Service Desk/user account management policies and procedures in all respects. This will involve testing relevant Service Provider Personnel to ascertain competence with respect to the XYZ Service Desk/user account management policies and procedures. |
| • Demonstration by Service Provider that all key tasks listed in the project plan for this Key Transition Milestone have been completed. |
| • Service Provider has provided to XYZ the relevant support documentation, which documents the processes and procedures to be used during Service delivery and XYZ validates such documentation. |

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| Key Transition Milestone Acceptance Criteria |
|---|
| • Evaluation by XYZ based on existing test papers/playback presentation if required. |
| • Evaluation of Service Provider Personnel using a series of mock calls. |

5.2 Key Transition Milestone A-2: Infrastructure Readiness

    (A) **Objectives:**

        (1) Ensure and test XYZ Facility readiness;

        (2) Ensure and test all Service Provider's Authorized Service Locations readiness;

        (3) Ensure and test XYZ Network readiness;

        (4) Ensure and test telecoms connectivity readiness; and

        (5) Ensure and test tools and access readiness.

    (B) **Scope:**

        (1) Offshore Management Center - Setup:

        Service Provider will carry out the following activities:

            (a) Identification of facility;

            (b) Request for seat requirement;

            (c) Finalization on Service Provider's offshore service delivery management center(s) ("**OMC**") location;

            (d) Planning to build up OMC infrastructure;

            (e) Raise purchase request for OMC infrastructure;

            (f) Building OMC infrastructure;

            (g) Testing of OMC infrastructure; and

            (h) OMC handover from facility team.

        (2) Local Area Network (LAN) Connectivity:

        Service Provider will carry out the following activities:

            (a) Finalizing the design of the LAN connectivity;

            (b) Raise purchase request for telecoms switches;

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(c)         Purchase request approval and Service Provider sign-off;

(d)         Ordering relevant equipment;

(e)         Arrival of LAN Equipment at OMC;

(f)         Configuring and testing of LAN Equipment; and

(g)         LAN sign-off from Service Provider IS team.

(3)     Wide Area Network (WAN) Setup:

Service Provider will carry out the following activities:

(a)         Finalizing the design of the WAN connectivity;

(b)         Service Provider discussions with Approved Subcontractor(s) on the implementation plan for the WAN design;

(c)         Raise purchase request for WAN Equipment;

(d)         Ordering/receiving of MPLS link;

(e)         Ordering/receiving of relevant WAN Equipment;

(f)         Installation and configuration of MPLS between Service Provider OMC based in Noida, India and XYZ Corporation;

(g)         Installation and configuration of firewall/router at Service delivery locations in India, Poland and China;

(h)         Installation and configuration of firewall/router at XYZ Service Points;

(i)         Testing of WAN connectivity & extended tools and consoles; and

(j)         WAN sign-off in accordance with the relevant Acceptance Criteria.

(4)     Voice Connectivity Setup:

Service Provider will carry out the following activities:

(a)         Finalization of the call flow and network for delivering Service Desk Services;

(b)         Service Provider discussions with Approved Subcontractor(s) on the implementation plan for the voice network design;

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<table>
<tr><td>(c)</td><td>Raise purchase request for relevant Equipment;</td></tr>
<tr><td>(d)</td><td>Ordering/receiving connectivity link between Service Provider OMC based in Noida, India and XYZ Corporation;</td></tr>
<tr><td>(e)</td><td>Installation and configuration of relevant Equipment;</td></tr>
<tr><td>(f)</td><td>Testing of voice connectivity and reporting; and</td></tr>
<tr><td>(g)</td><td>Voice Connectivity sign-off.</td></tr>
</table>

(C)    **Start Date:** 12 January 2009

(D)    **End Date:** 15th March 2009

(E)    **Results and Deliverables:** Results and deliverables for this Key Transition Milestone are specified in the table below:

| Key Transition Milestone Results and Deliverables | |
|---|---|
| **Description** | **Date** |
| Service Provider's Service delivery centre's are ready to start delivery of the Services, including: (i) facility readiness; (ii) telecoms connectivity between Service Provider OMC based in Noida, India and XYZ Corporation and Service Provider links with other OMCs; and (iii) tools and access readiness. | 15th March 2009 |

(F)    **XYZ Responsibilities:** All XYZ responsibilities will be specified in writing by Service Provider and provided to XYZ in advance of the time that XYZ is required to perform such responsibilities and will be mutually agreed by the XYZ and Service Provider Transition Managers. However, in general, XYZ's responsibilities for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone XYZ Responsibilities |
|---|
| XYZ shall provide the following resources: |
| • access by Service Provider to agreed XYZ IT Service Portfolio applications via "Citrix" console, which are needed to provide the Service; |
| • the required network and telecom connectivity at the XYZ Facilities. This includes connectivity equipments and configuration related to the XYZ Network; |
| • a list of name and contact numbers of the team involved in the connectivity setup between the XYZ Network and the Service Provider network; |
| • network and domain access (LAN/WAN) for Servicer Provider and |

| Approved Subcontractor Transition team members; |
|---|
| • required access on the XYZ Network, domain, tools and Software applications to Service Provider and Approved Subcontractor "offshore" team members; and |
| • the WAN equipment configuration details to setup the XYZ – Service Provider - Service Point connectivity. |

(G)     **Risks:** Risks for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Risks | |
|---|---|
| **Description of Risk** | **Mitigation** |
| • Delay in getting access to XYZ infrastructure access point to setup the connectivity may delay the Transition. | Service Provider will set up temporary connectivity to ensure that the operations can be undertaken. |
| • Delay in infrastructure setup may delay the Transition. | XYZ to ensure that Service Provider is given timely access to the XYZ provided tools and XYZ staff are available to undertake relevant configurations. Service Provider to provide XYZ with weekly updates on status of infrastructure setup related to Authorized Service Locations. |

(H)     **Transition Acceptance Criteria:** The Transition Acceptance Criteria for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Acceptance Criteria |
|---|
| **Acceptance Criteria for Infrastructure Readiness Facility/OMC** |
| • Access control system must be installed and tested on the entry gate of the OMC as well as in the facility gate(s). <br>• Access cards must be used by all Service Provider Personnel engaged in the delivery of the Services from the XYZ OMC. Entry log should be maintained as per the relevant XYZ IT security policies. <br>• Closed Circuit TV monitoring must be enabled at the entrance to the OMC facility. <br>• Fire detection and control mechanisms must be present at the OMC. <br>• OMC partition walls should not be transparent and have to either be opaque or blocked walls. <br>• OMC is dedicated to delivery of Services for XYZ, its Affiliates and Permitted Users only and is not be shared with other Service Provider customers. |
| **Acceptance Criteria for Connectivity** |

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| Key Transition Milestone Acceptance Criteria |
|---|
| • OMC Network is isolated from Service Provider corporate network and Internet cloud.<br>• Sign-off on voice and data connectivity by Service Provider from the relevant Approved Subcontractors. Service Provider has demonstrated connectivity.<br>  ◊ Successful demonstration results on "ping" and "trace" route responses between Service Provider and XYZ connectivity.<br>  ◊ Successful demonstration results on bandwidth utilization and latency report.<br>• All the extended tools/applications must be working accurately from the Authorized Service Location. Opening response time to be measured for all Software applications used from the OMCs.<br>• End-to-end voice testing from random locations and to make sure that the voice quality is distortion free. |

5.3    Key Transition Milestone A-3:  Testing and Parallel Run

(A)    **Objectives:**

(1)    Ensuring technical preparation and readiness for Service delivery;

(2)    Ensuring end-to-end connectivity between Authorized Service Locations and XYZ Network; and

(3)    Ensuring end-to-end service readiness of Service Provider to start to deliver the full portfolio of Service Desk Services.

(B)    **Scope:**

(1)    User Account Management:

(a)    Week 1 (as per the Detailed Transition Plan) -10th March 2009

(i)    30% of Tickets will be handled by Service Provider; and

(ii)    Iinternal call and Ticket review activities.

(b)    Week 2  (as per the Detailed Transition Plan) -17th March 2009

(i)    70% of Tickets will be handled by Service Provider; and

(ii)    internal call and Ticket review activities.

(c)    Week 3  (as per the Detailed Transition Plan) - 24th March 2009

<div align="right">

(i)         100% of Tickets will be handled by
Service Provider; and

(ii)       internal call and Ticket review activities.

</div>

     (2)      Service Desk

          (a)      Phase 1 (as per the Detailed Transition Plan)

                (i)       web and e-mail cutover to Service Provider - Finland: 12th March 2009;

                (ii)      web and e-mail cutover to Service Provider - Poland: 11th March 2009;

                (iii)    web and e-mail cutover to Service Provider - India & China:  13th March 2009; and

                (iv)    internal call and Ticket review activities.

          (b)      Phase 2 (as per the Detailed Transition Plan)

                (i)       40% of call volume will be handled by Service Provider - Finland: 19th March 2009;

                (ii)      40% of call volume will be handled by Service Provider - Poland: 18th March 2009;

                (iii)    40% of call volume will be handled by Service Provider - India & China: 20th March 2009; and

                (iv)    internal call and Ticket review activities.

          (c)      Phase 3  (as per the Detailed Transition Plan)

                (i)       100% of call volume will be handled by Service Provider – Finland: 26th March 2009;

                (ii)      100% of call volume will be handled by Service Provider - Poland: 25th March 2009;

                (iii)    100% of call volume will be handled by Service Provider - India & China: 27th March 2009; and

                (iv)    internal call and Ticket review activities.

(C)     **Start Date:** 2nd March 2009

(D)     **End Date:** 31st March 2009

(E)     **Results and Deliverables:** Results and deliverables for this Key Transition Milestone are specified in the table below:

| Key Transition Milestone Results and Deliverables | |
| --- | --- |
| **Description** | **Date** |
| • Service Provider will have the capability and be able to provide the full portfolio of Service Desk Services. | 31st March 2009 |

(F)     **XYZ Responsibilities:** All XYZ responsibilities will be specified in writing by Service Provider and provided to XYZ in advance of the time that XYZ is required to perform such responsibilities and will be mutually agreed by the XYZ and Service Provider Transition Managers.  However, in general, XYZ responsibilities for this Key Transition Milestone are set out in the table below.

| Key Transition Milestone XYZ Responsibilities |
| --- |
| XYZ shall provide the following resources: |
| • suitable staff and resources to evaluate Service Provider and Service Provider Personnel's competence based on written and/or oral examination(s) and test cases.  Such testing is only performed on a portion of the Service Desk Agents and will not be construed as an acceptance of all Service Desk Agents. |
| • timely provision of ID badges and access to XYZ Facilities and Former Provider service delivery locations (if applicable); |
| • XYZ shall communicate with XYZ IT and key business stakeholders regarding the change from the Former Providers to Service Provider. |

(G)     **Risks:** Risks for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Risks | |
| --- | --- |
| **Description of Risk** | **Mitigation** |
| • Impact on quality of Services or timing schedule | • Service Provider to closely monitor number of resources provided and to provide additional resources where reasonably required. |
| • Failure to provide telecom setup and connectivity on all Service delivery locations | • Service Provider to provide temporary connectivity (if required) which can could be utilized for Service delivery activities. |
| • Communication to Permitted User and other parties | • Service Provider to nominate a person that will be responsible for aligned and needed communication. |

(H)    **Transition Acceptance Criteria:** The Transition Acceptance Criteria for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Acceptance Criteria |
|---|
| • Evaluation of live calls, emails and Tickets at each phase of parallel run. An agreed proportion of random live calls will be monitored and evaluated to determine: (i) language skills competency; and (ii) technical ability/resolution of relevant Service Provider Personnel performing Service Desk Services. A similar review process will be undertaken to evaluate emails and appropriate resolution of Tickets. |
| • The Parties will work together to measure the Service Levels on a daily basis during each phase of the parallel run. Service Provider must demonstrate that the relevant Service Desk Services are being delivered, in all material respects in accordance with the relevant Service Levels. The Parties understand that minor failures by Service Provider to meet particular Service Levels will not prevent this Key Transition Milestone from being accepted by XYZ. |
| • Service Provider demonstrates that it has in place all relevant resources (including ids, access, network, applications) required for Service Provider Personnel based at the OMCs to start to deliver the portfolio of Service Desk Services. Service Provider will demonstrate this by providing an inventory list for XYZ's approval. |

## 6.  ON-SITE SUPPORT KEY TRANSITION MILESTONES

6.1     Key Transition Milestone B-1:  Knowledge Transfer

(A)     **Objectives:**

(1)     Understand the XYZ On-Site Support environment;

(2)     Understand the required support processes related to Service delivery for On-Site Support Services; and

(3)     Understand the processes related to inventory and stock management.

(B)     **Scope:**

(1)     Establish environment and common processes for On-Site Support and usage of Service Provider tools and XYZ provided tools;

(2)     Classroom sessions, "train the trainer" module (as per XYZ training plan);

(3)     Increase knowledge and understanding of regional XYZ business overview;

(4)     Increase knowledge and understanding of XYZ IT team overview and sites overview; Service Points setup and planning;

(5)     Increase knowledge and understanding of XYZ regional governance (e.g. VIP Users and XYZ senior management located in particular locations);

(6)     Site wise training and develop understanding of relevant SOPs;

(7)      Shadowing/contact plan for each Service Point site.

(C)     **Start Date:**  26th January 2009

(D)     **End Date:**  27th February 2009

(E)     **Results and Deliverables:** Results and deliverables for this Key Transition Milestone are specified in the table below:

| Key Transition Milestone Results and Deliverables ||
| Description | Date |
|---|---|
| Service Provider to demonstrate understanding of the On-Site Support Services and XYZ On-Site Support environment. | 27<sup>th</sup> Feb 2009 |

(F)     **XYZ Responsibilities:**  All XYZ responsibilities will be specified in writing by Service Provider and provided to XYZ in advance of the time that XYZ is  required to perform such responsibilities and will be mutually agreed by the XYZ and Service Provider Transition Managers.  However, in general, XYZ responsibilities for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone XYZ Responsibilities |
| --- |
| XYZ shall provide the following resources: |
| • sufficient number of appropriately trained trainers from XYZ and/or from the Former Providers for knowledge transfer; |
| • Complete and accurate documentation from XYZ, its Affiliates and the Former Provider(s) in relation to the current services, including documentation and process maps/diagrams relating to current SOPs and other processes used in the delivery of the current services; |
| • Network connectivity for training purposes at the XYZ Facilities; and |
| • Access to agreed XYZ provided tools and Software applications  comprised within the XYZ IT Service Portfolio training purposes, if such access is needed to provide the Services or adequate training to perform the Services. |

(G)     **Risks:**   Risks for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Risks | |
| --- | --- |
| **Description of Risk** | **Mitigation** |
| • Incomplete documentation and training. | • Training to be completed as per the project plan. XYZ to plan ahead to ensure availability of required trainers on the agreed dates. |
| • Insufficient resources provided by Service Provider | • Service Provider to closely monitor number of resources provided and to provide additional resources where reasonably required. |
| • Insufficient language skills of Service Provider Personnel | • Service Provider to closely monitor language skills of Service Provider Personnel and to provide additional resources where reasonably required.<br>• Parties to consider staged Transition where English language Services are delivered first and focus on other languages, pending provision of additional resources. |

(H)   **Transition Acceptance Criteria:** The Transition Acceptance Criteria for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Acceptance Criteria |
| --- |
| • Service Provider demonstrates that the Service Provider Personnel have understood the relevant On-Site Support process, policies and procedures. This will be demonstrated by undertaking scenario-based test cases where Service Provider's Incident management and resolution competence will be evaluated by XYZ. |

6.2   Key Transition Milestone B-2:  Infrastructure Readiness

(A)   **Objectives:**

(1)   Ensure and test XYZ Facility readiness;

(2)   Ensure and test all Service Provider's Authorized Service Locations readiness;

(3)   Ensure and test XYZ Network readiness;

(4)   Ensure and test telecoms connectivity readiness; and

(5)   Ensure and test tools and access readiness.

(B)   **Scope:**

(1)   Setup of Service Points;

(2)   Testing of Service Provider tools and XYZ provided tools (including stock management);

(3)   Test extensions of XYZ tools and consoles; and

(4)   Provision of DSL connectivity between relevant Authorized Service Locations and XYZ.

(C)   **Start Date:**  2nd March 2009

(D)   **End Date:**  15th March 2009

(E)   **Results and Deliverables:** Results and deliverables for this Key Transition Milestone are specified in the table below:

| Key Transition Milestone Results and Deliverables | |
| --- | --- |
| **Description** | **Date** |
| • Service Provider will have the capability and be able to provide the full portfolio of Service Point and On-Site Services. | 31st March 2009 |

(F)   **XYZ Responsibilities:** All XYZ responsibilities will be specified in writing by Service Provider and provided to XYZ in advance of the time that XYZ is

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required to perform such responsibilities and will be mutually agreed by the XYZ and Service Provider Transition Managers. However, in general, XYZ responsibilities for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone XYZ Responsibilities |
|---|
| XYZ shall provide the following resources: |
| • Provide needed network and telecom connectivity at the XYZ Facilities; and |
| • Service Point facility/Spares/connectivity. |

(G) **Risks:** Risks for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Risks | |
|---|---|
| **Description of Risk** | **Mitigation** |
| • Delay in infrastructure setup might delay the Transition. | • Service Provider to provide XYZ with weekly updates on status of infrastructure setup related to Authorized Service Locations. |
| • tools are not performing as requested | • Service Provider to promptly notify XYZ of any issues with the XYZ Provided tools (including performance issues) and XYZ to determine suitable workarounds or temporary solutions with Service Provider (e.g. the Parties agree to procure a new tool). |

(H) **Transition Acceptance Criteria:** The Transition Acceptance Criteria for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Acceptance Criteria |
|---|
| • Service Provider will demonstrate telecoms connectivity by using "ping" tests and "trace route" tests. |
| • Service Provider will test how the XYZ provided tools are performing and confirm with XYZ that such tools are performing correctly. |

6.3  Key Transition Milestone B-3:  Testing and Parallel Run

(A) **Objectives:**

(1)  Ensuring technical preparation and readiness for Service delivery;

(2)  Ensuring end-to-end connectivity between Authorized Service Locations and relevant XYZ Facilities; and

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(3)     Ensuring end-to-end service readiness of Service Provider to start to deliver the full portfolio of On-Site Support Services.

(B)     **Scope:**

(1)     Shadow existing Service Point set-up;

(2)     Stock tools updated; and

(3)     Reverse shadow with XYZ and Former Provider staff.

(C)     **Start Date:**  2nd March 2009

(D)     **End Date:**  31st March 2009

(E)     **Results and Deliverables:**  Results and deliverables for this Key Transition Milestone are specified in the table below:

| Key Transition Milestone Results and Deliverables | |
|---|---|
| **Description** | **Date** |
| • Service Provider On-Site Support team will be ready to takeover the support at the Service Points. | 31st  March 2009 |

(F)     **XYZ Responsibilities:**  All XYZ responsibilities will be specified in writing by Service Provider and provided to XYZ in advance of the time that XYZ is  required to perform such responsibilities and will be mutually agreed by the XYZ and Service Provider Transition Managers.  However, in general, XYZ responsibilities for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone XYZ Responsibilities |
|---|
| XYZ shall provide the following resources: |
| • Access to relevant XYZ and Former Provider sites; and |
| • Facilities to Service Provider Personnel to shadow the current On-Site Support team in XYZ locations (e.g. desk space and facility, connectivity, etc.). |

(G)     **Risks:**  Risks for this Key Transition Milestone are set out in the table below.

| Key Transition Milestone Risks | |
|---|---|
| **Description of Risk** | **Mitigation** |
| • Impact on quality of Services or schedule | • Parallel run task to be performed as per the Detailed Transition Plan. |

(H) **Transition Acceptance Criteria:** The Transition Acceptance Criteria for this Key Transition Milestone are set out in the table below.

| Key Transition Milestone Acceptance Criteria |
|---|
| • Evaluation of Tickets handled during parallel run. Service Provider and XYZ will jointly assess an agreed proportion of the Service Provider handled Tickets to determine whether such Tickets have been analyzed and resolved correctly. <br> • The Service Levels will be measured based on random Ticket performance for the agreed proportion of Tickets analyzed by the Parties during the parallel run phase. Service Provider must demonstrate that the relevant On-Site Support Services are being delivered, in all material respects in accordance with the relevant Service Levels. The Parties understand that minor failures by Service Provider to meet particular Service Levels will not prevent this Key Transition Milestone from being accepted by XYZ. |

## 7. WORKSTATION CREATION AND MANAGEMENT KEY TRANSITION MILESTONES

7.1 Key Transition Milestone C-1: Knowledge Transfer

(A) **Objectives:**

(1) Understanding the current XYZ processes for Workstation creation and Workstation management

(2) Study and analyze the current documentation (including Former Provider documentation and process maps) to run the current operations.

(3) Understand the set of tools required to support the XYZ Environment.

(B) **Scope:**

(1) Process understanding for environment creation service;

(2) Detailed study of existing hardware testing process;

(3) Study for desktop/laptop Workstation service;

(4) Study for IT equipment testing;

(5) Lab management process study;

(6) Study for Workstation Software applications and Workstation application creation;

(7) Workstation backup service;

(8) Understanding active directory services;

(9) Understanding software repository services;

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(10)     Support function & management;

(11)     Defining Software application compatibility testing and approval process;

(12)     Software packaging services;

(13)     Platform management;

(14)     Software exclusion processes management;

(15)     Support for the standard Workstation package;

(16)     Patch management;

(17)     IT Equipment asset and Software license management;

(18)     Detail study of the anti virus infrastructure;

(19)     Detail study of Cyber-Armour infrastructure within the scope;

(20)     Detail study of Checkpoint PointSec infrastructure within the scope;

(21)     Understanding applications installed on devices within the scope;

(22)     Understanding of Incident response process;

(23)     Understanding alert categorization;

(24)     Understanding definition for severity classifications;

(25)     Understanding current anti-virus policy enforced in Symantec AV Management Server;

(26)     Understanding current firewall policy enforced in Cyber Armour Management Server;

(27)     Understanding of current encryption policy enforced in Checkpoint PointSec Management Server;

(28)     Understanding of user encryption recovery process;

(29)     Understanding of pattern update process;

(30)     Understanding of backup and restore process of all infrastructure in-scope

(31)     Understanding reporting capability and current reporting formats on Symantec AV Management Server;

(32)     Understanding reporting capability and current reporting formats on Cyber Armour Management Server;

(33)     Understanding reporting capability and current reporting formats on Checkpoint PointSec Management Server; and

(34)     Study the current internal/external escalation process, including meeting third party vendors/maintainers and freezing the operational escalation matrix.

(C)     **Start Date:**  12th Jan 2009

(D)     **End Date:**  27th Feb 2009

(E)     **Results and Deliverables:**  Results and deliverables for this Key Transition Milestone are specified in the table below:

| Key Transition Milestone Results and Deliverables | |
| --- | --- |
| **Description** | **Date** |
| • Service Provider team will be familiar with the relevant XYZ WCM Services, policies and procedures. | 27th Feb 2009 |

(F)     **XYZ Responsibilities:**  All XYZ responsibilities will be specified in writing by Service Provider and provided to XYZ in advance of the time that XYZ is required to perform such responsibilities and will be mutually agreed by the XYZ and Service Provider Transition Managers.  However, in general, XYZ responsibilities for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone XYZ Responsibilities |
| --- |
| XYZ shall provide the following resources: |
| • Network connectivity for training purposes at the XYZ Facilities; |
| • Complete and accurate documentation from XYZ, its Affiliates and the Former Provider(s) in relation to the current services, including documentation and process maps/diagrams relating to current SOPs and other processes used in the delivery of the current services; and |
| • Access to XYZ provided tools and Software applications comprised within the XYZ IT Service Portfolio for training purposes. |

(G)     **Risks:**  Risks for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Risks | |
| --- | --- |
| **Description of Risk** | **Mitigation** |
| • Incomplete documentation and training provided. | • Training to be completed as per the Detailed Transition Plan |

(H)     **Transition Acceptance Criteria:**  The Transition Acceptance Criteria for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Acceptance Criteria |
| --- |

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| Key Transition Milestone Acceptance Criteria |
|---|
| • Service Provider must demonstrate that it substantially understands relevant WCM Service, policies and procedures. To comply with this acceptance criteria, Service Provider will develop a test package (comprising an agreed number of applications) which will be sent to XYZ for evaluation.<br>• Demonstrating the understanding of the endpoint security services policies, processes and procedures.<br>• Service Provider will demonstrate understanding of asset and license management processes and procedures. |

7.2     Key Transition Milestone C-2:  Infrastructure Readiness

(A)     **Objectives:**

(1)      Ensure and test XYZ Facility readiness;

(2)     Ensure and test all Service Provider's Authorized Service Locations readiness;

(3)     Ensure and test XYZ Network readiness;

(4)     Ensure and test telecoms connectivity readiness; and

(5)     Ensure and test tools and access readiness.

(B)     **Scope:**

(1)     LAN Connectivity:

Service Provider will carry out the following activities:

(a)     Finalizing the design of the OMC network architecture;

(b)     Raise purchase request for relevant telecoms switches;

(c)     Purchase request approval;

(d)     Ordering relevant Equipment;

(e)     Arrival of LAN Equipment at OMC;

(f)     Configuring and testing of relevant LAN Equipment;

(g)     LAN sign-off from Service Provider IS team.

(2)     WAN Setup:

Service Provider will carry out the following activities:

(a)     Finalize the design of the WAN network architecture;

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     (b)       Discuss with Approved Subcontractor(s) the implementation plan for the WAN network architecture and design;

     (c)       Raise purchase request for relevant WAN Equipment;

     (d)       Ordering-Receiving of MPLS Link;

     (e)       Ordering-Receiving of WAN Equipment;

     (f)       Installation and configuration of MPLS between relevant Authorized Service Locations and XYZ Corporation;

     (g)       Installation and configuration of firewall/router at India, Poland & China;

     (h)       Installation and configuration of firewall/router to XYZ Service Points;

     (i)       Test WAN connectivity & extended tools and consoles;

     (j)       WAN sign-off.

(C)    **Start Date:** 19th January 2009

(D)    **End Date:** 15th March 2009

(E)    **Results and Deliverables:** Results and deliverables for this Key Transition Milestone are specified in the table below:

| Key Transition Milestone Results and Deliverables ||
| Description | Date |
| --- | --- |
| • Service Provider Delivery Centre's are ready to start delivering the Services. | 15th March 2009 |

(F)    **XYZ Responsibilities:** All XYZ responsibilities will be specified in writing by Service Provider and provided to XYZ in advance of the time that XYZ is required to perform such responsibilities and will be mutually agreed by the XYZ and Service Provider Transition Managers. However, in general, XYZ responsibilities for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone XYZ Responsibilities |
| --- |
| XYZ shall provide the following resources: |
| • Provide needed network and telecom connectivity at the XYZ Facilities. |

(G)    **Risks:** Risks for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Risks ||
| Description of Risk | Mitigation |
| --- | --- |
| • Delay in infrastructure setup might delay the Transition | Fall back scenario and usage of alternative infrastructure |

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| Key Transition Milestone Risks | |
|---|---|
| **Description of Risk** | **Mitigation** |
| • tools are not performing as requested | Fall back scenario and usage of alternative infrastructure |

(H)   **Transition Acceptance Criteria:**  The Transition Acceptance Criteria for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Acceptance Criteria |
|---|
| • Service Provider will demonstrate connectivity using a "ping" test and "trace route" test. |
| • Service Provider will test how the XYZ provided tools are performing and confirm with XYZ that such tools are performing correctly. |

7.3    Key Transition Milestone C-3:   Testing and Parallel Run

(A)    **Objectives:**

(1)    Ensuring technical preparation and readiness for Service delivery;

(2)    Ensuring end-to-end connectivity between Authorized Service Locations and the XYZ Network; and

(3)    Ensuring end-to-end service readiness of Service Provider to start to deliver the full portfolio of WCM Services.

(B)    **Scope:**

(1)    Creation of test package/Workstation package;

(2)    Testing tools and signoff;

(3)    Equipment testing;

(4)    Application testing (ACT);

(5)    Workstation management reporting;

(6)    Personal firewall test management;

(7)    Anti-virus management;

(8)    Incident handling process (e.g. Virus outbreak);

(9)    Encryption management and processes;

(10)    User encryption recovery;

(11)    Asset and license management; and

(12)    Asset and license reporting.

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(C)     **Start Date:**  15th March 2009

(D)     **End Date:**  31st March 2009

(E)     **Results and Deliverables:**  Results and deliverables for this Key Transition
         Milestone are specified in the table below:

| Key Transition Milestone Results and Deliverables | |
|---|---|
| **Description** | **Date** |
| • Service Provide WCM Services team will be ready to takeover the support and provide the full portfolio of WCM Services. | 31st March 2009 |

(F)     **XYZ Responsibilities:**  All XYZ responsibilities will be specified in writing
         by Service Provider and provided to XYZ in advance of the time that XYZ is
         required to perform such responsibilities and will be mutually agreed by the
         XYZ and Service Provider Transition Managers.  However, in general, XYZ
         responsibilities for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone XYZ Responsibilities |
|---|
| XYZ shall provide the following resources: |
| • A sufficient number of suitable staff and resources to evaluate Service Provider and Service Provider Personnel's competence based on written and/or oral examination(s) and to evaluate test packages created by Service Provider. |

(G)     **Risks:**  Risks for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Risks | |
|---|---|
| **Description of Risk** | **Mitigation** |
| • Impact on quality of Services or timing schedule | • Parallel run task to be performed as per the project plan or started earlier if possible. |

(H) **Transition Acceptance Criteria:** The Transition Acceptance Criteria for this Key Transition Milestone are set out in the table below:

| Key Transition Milestone Acceptance Criteria |
| --- |
| • Service Provider will develop test packages (comprising an agreed number of applications) which will be sent to XYZ for evaluation.<br>• Service provider will test IT equipment and provide test reports which will be sent to XYZ for evaluation.<br>• Service provider will make dedicated application testing (ACT) and sent test reports for evaluation.<br>• Service provider will create and test new screen saver and sent test reports for evaluation.<br>• Service provider will create and test Workstation package (image) for an agreed hardware model. Test reports will be provided and sent to XYZ for evaluation.<br>• Service provider will show all specified reports and documentation related to all service elements.<br>• Service Provider will create and deploy a complex personal firewall test policy for a user group as requested by XYZ.<br>• Service Provider will Update the anti-virus signatures in all supported environments (e.g. factory, intranet, etc.).<br>• Service Provider will successfully complete a table-top walkthrough of a test incident handling process (e.g. Virus outbreak).<br>• Service Provider will successfully provide SIRT with a requested test report.<br>• Service Provider will successfully provide product team with a requested service related report from personal firewall, encryption and anti-virus services.<br>• Service Provider will successfully Test user encryption recovery process.<br>• Service Provider will demonstrate updates on asset and license information.<br>• Service Provider will provide all asset and license management related reports. |

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**EXHIBIT 5-1**

**DETAILED TRANSITION PLANS**

# EXHIBIT 5-1

## DETAILED TRANSITION PLANS

Details timelines and project plans attached.

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**EXHIBIT 5-2**

**KEY TRANSITION MILESTONE COMPLETION FORM**

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Exhibit 5-2 (Key Transition Milestone Completion Form)
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**EXHIBIT 5-2**

**KEY TRANSITION MILESTONE COMPLETION FORM**

Date of Submission: _____

Service Provider has completed all of the elements of Key Transition Milestone _____ outlined in <u>Appendix 5</u> (Transition Plan).

Accepted and Agreed By: XYZ

    Signature:                _____

    Printed Name:            _____

    Title:                      _____

    Date:                      _____

**APPENDIX 6**

**SERVICE LEVELS**

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**APPENDIX 6**

**SERVICE LEVELS**

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## APPENDIX 6

## SERVICE LEVELS

### 1. INTRODUCTION

This <u>Appendix 6</u> (Service Levels) sets forth the Service Levels that Service Provider is required to meet or exceed in performing certain of the Services during the Term. This <u>Appendix 6</u> (Service Levels) and its Exhibits define the two types of Service Levels - Key Performance Indicators (KPIs) and Performance Indicators as well as the Performance Credits including the calculation, adjustment and issuance of the forgoing. This <u>Appendix 6</u> (Service Levels) also sets forth the terms and conditions regarding Service Level management, measuring, and reporting.

The following Exhibits are attached to this <u>Appendix 6</u> (Service Levels) and are hereby incorporated by reference:

- Exhibit 6-1 (Service Level Definitions): This Exhibit sets forth the descriptions and definitions of Key Performance Indicators and Performance Indicators.

- Exhibit 6-2 (Performance Credit Allocation): This Exhibit sets forth the numerical amounts needed to calculate any Performance Credits associated with a Service Level Default.

### 2. DEFINITIONS

Capitalized terms used in this Appendix have the meanings set forth in <u>Appendix 1</u> (Definitions). Unless otherwise noted, all references to time of day in this Appendix shall refer to local time at the place of performance.

### 3. SERVICE LEVEL METHODOLOGY

3.1 <u>General.</u>

(A) Service Provider shall perform the Services in a manner such that Service Provider achieves or exceeds each applicable Service Level. The achievement of the Service Levels by Service Provider may require the coordinated, collaborative effort of Service Provider with XYZ and other third parties, including the Former Providers. Service Provider will be the single point of contact for Service Level Defaults and will coordinate with XYZ and third parties as necessary to resolve the Service Level Default. To the extent possible, Service Provider will coordinate with third parties, and take other actions within the scope of Services for which Service Provider is responsible, to assist in the resolution of the Service Level Default that are outside of Service Provider's control.

(B) For each Service Level, Service Provider shall measure and report its performance against that Service Level, and shall meet or exceed the Expected Service Level, as of the Service Commencement Date applicable to the Service measured by that Service Level ("**Service Level Effective Date**").

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(C)     If a Service Level includes multiple conditions or components (e.g., components x, y and z), then Service Provider shall achieve each condition or component (i.e., components x, y and z in the foregoing example) in order to achieve that Service Level.

3.2     Measuring and Monitoring Tools.

(A)     Service Provider shall provide and use the necessary measurement and monitoring tools and procedures required to measure and report its performance of the Services against the applicable Service Levels. Service Provider and/or the Approved Subcontractors will have access to the measuring and monitoring tools provided by XYZ (in order to assist Service Provider with its monitoring obligations set out in this Section 3.2), as set forth in Exhibit 12-7 (XYZ Provided Tools). Service Provider's measurement and monitoring will permit reporting at a level of detail sufficient to verify compliance with the Service Levels, and will be subject to audit by XYZ.

(B)     When requested by XYZ, but no later than the relevant Service Commencement Date, Service Provider shall measure its performance with respect to each Service Level (to the extent those Services are being delivered) using the measurement tools and procedures to the extent specified for that Service Level in Exhibit 6-1 (Service Level Definitions). If such tools and procedures are not specified, Service Provider agrees to use industry recognized measuring tools and processes that are capable of accurately and adequately measuring all Service Levels. If, after the Effective Date, Service Provider desires to use a different measuring tool or procedure for any Service Level, Service Provider shall provide written notice to XYZ, proposing to XYZ for XYZ's review and approval, reasonable adjustments to the Service Levels that are necessary to account for any increased or decreased sensitivity in the new measuring tool or procedure. Service Provider may utilize such different measuring tool or procedure only to the extent the tool, and any associated Service Level adjustments, are approved in advance and in writing by XYZ.

3.3     Reporting, Data and Measurement.

(A)     Service Provider shall measure and report its performance of the Services against each Service Level during each Measurement Period in the Service Level Report. Service Provider will provide the Service Level Report each calendar month during the Term. This Service Level Report will be provided by Service Provider to XYZ no later than the end of the 5th Business Day after the end of each month and will contain all performance information from such month. Service Provider shall provide to XYZ, as part of the Service Level Report, a notification to XYZ of any Service Level Default that occurred during the month. Except as otherwise specified in Exhibit 6-1 (Service Level Definitions), the Measurement Period for each Service Level shall be each calendar month during the Term.

(B)     Service Provider shall provide XYZ with real-time (where possible), read-only access to the monitoring and performance management data and tools that Service Provider uses to manage the Services and measure performance

against the Service Levels. Service Provider shall provide XYZ access to all Service performance data in electronic form suitable for XYZ to perform its own calculations and verify Service Provider's performance against the Service Levels. Service Provider will provide this electronic data in real time through a data portal in two types of data formats: (1) raw data captured or generated from: (a) various systems, data feeds and other data sources from which Service Provider used to measure the Service Levels and (b) Service Provider Personnel in the course of performing the Services (e.g., manually generated Incident record information) (collectively, the "**Raw Data**"), and (2) Raw Data that has been altered, manipulated, cleaned up or refined by Service Provider to generate reports, provide certain data views or otherwise meet its obligations under this Agreement (e.g., when creating the Service Level Report, excluding certain portions of the Raw Data related to incidents caused by act or omissions of XYZ and/or Permitted Users) ("**Refined Data**"). The Raw Data and Refined Data, as well as the Service Level Report, shall be XYZ Information, and XYZ may access such information on-line at any time during the Term.

(C)     Service Provider shall be deemed to have failed to achieve any Service Level with respect to any Measurement Period if Service Provider fails to: (i) properly monitor or measure that Service Level during that Measurement Period; or (ii) report on its performance for that Service Level with respect to that Measurement Period on or before the date that the corresponding Service Level Report is due pursuant to the Agreement; provided however that in the event of a failure to properly monitor, measure or report on the Service Levels, XYZ will provide notice of such failure to Service Provider and Service Provider will have five (5) days to cure such failure before the Service Levels will be deemed a Service Level Default.

(D)     Calculation rule for Service Levels for which the metric is specified as a percentage.

    (1)     If any Service Level is measured by determining the percentage of events that satisfy a particular standard (e.g., the percentage of Incidents corrected within the required time period), then the number of events that Service Provider shall successfully accomplish in order to achieve that Service Level is calculated as follows:

        (a)     if the number of events is 100 or more during the Measurement Period, then the number of events that Service Provider shall successfully accomplish (or shall not exceed, if applicable) is determined by multiplying the required percentage by the actual number of events, and by rounding the result up if the fractional part is 0.50 or greater and down if the fractional part is less than 0.50;

        (b)     if the number of events is 10 or more but fewer than 100 during the Measurement Period, then the number of events that Service Provider shall successfully accomplish (or shall not exceed, as applicable) is

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determined by multiplying the required percentage by the actual number of events, and by rounding down to the nearest whole number; and

(c)     unless otherwise stated in Exhibit 6-1 (Service Level Definitions), if the number of events is 9 or fewer during the Measurement Period, then in the case of such low instances of events the number of events that Service Provider shall successfully accomplish (or shall not exceed, as applicable) is determined by multiplying the required percentage by the actual number of events and by rounding up if the fractional part is 0.50 or greater and down if the fractional part is less than 0.50.

(2)    For example, if the percentage required to satisfy the Service Level is 95%, then the number of events that Service Provider shall complete is calculated as follows:

(a)     if the total number of events in the Measurement Period was 100, then the number of events that Service Provider shall successfully complete is 95 (100 events multiplied by 95% = 95 events exactly);

(b)     if the total number of events in the Measurement Period was 99, then the number of events that Service Provider shall successfully complete is 94 (99 events multiplied by 95% = 94.04 events, which is rounded down to 94);

(c)     if the total number of events in the Measurement Period was 70, then the number of events Service Provider shall successfully complete is 66 (70 events multiplied by 95% = 66.5 events, which is rounded down to 66);

(d)     if the total number of events in the Measurement Period was 20, then the number of events Service Provider shall successfully complete is 19 (20 events multiplied by 95% = 19 events exactly);

(e)     if the total number of events in the Measurement Period was 10, then the number of events Service Provider shall successfully complete is 9 (10 events multiplied by 95% = 9.5 events, rounded down to 9 events); and

(f)     if the total number of events in the Measurement Period was 9, then the number of events Service Provider shall successfully complete is 9 (9 events multiplied by 95% = 8.55 events, rounded up to 9 events).

3.4     Failure to Perform.

(A)     For any Service Level Default:

(1)     Service Provider shall promptly perform the obligations under Section 13.4 of the Main Terms.

(2)     If the Services are performed incorrectly, Service Provider will correct any incorrect output that resulted from the problem, including re-performing the Services without additional charge or cost to XYZ, even if doing so consumes what would be otherwise chargeable resource units.

(3)     Service Provider shall report such failure in writing to XYZ. Such report shall, at a minimum: (i) identify whether the Service Level Default was a KPI Default; and (ii) for each KPI Default, calculate the Performance Credit applicable to that KPI Default.

3.5     Excuse.

(A)     Service Provider's failure to meet any Service Level (including any KPI or Performance Indicator) will not constitute a Service Level Default, and Service Provider will be relieved of its obligation to pay any corresponding Performance Credit, to the extent: (i) Service Provider demonstrates to XYZ's satisfaction that the root cause of the failure to meet the Service Level was caused by a Force Majeure Event and/or an act or omission by XYZ, a Permitted User or a XYZ subcontractor (including the performance of XYZ's responsibilities under the Agreement); and (ii) Service Provider provides XYZ with written notice of such failure and the root cause analysis, as per the relevant timescales set out in the Procedures Manual, and uses Commercially Reasonable Efforts to perform (including Service Provider's performance of its relevant obligations under the Agreement) notwithstanding such act or omission.

(B)     If Service Provider wishes to avail itself of the excuse described in Section 3.5(A) above, then Service Provider shall so state in the applicable Service Level Report (and may discuss this further with XYZ in the relevant Service Level review Governance Body). In such Service Level Report Service Provider shall also indicate the following: (i) the Service Level(s) affected by the excuse, (ii) calculation of the affected Service Level value(s) both with, and without, the effect of the excuse; (iii) all of the circumstances that give rise to the excuse, in sufficient detail to permit XYZ to reasonably evaluate whether Service Provider's claim of excuse is valid; and (iv) the Commercially Reasonable Efforts Service Provider took to perform notwithstanding the excuse. It being understood by the Parties, that where Service Provider satisfies the steps set out in this Section 3.5(B) and Service Provider is reasonably able to demonstrate that the root cause for missing the relevant Service Level (including any KPI or Performance Indicator) is caused by a Force Majeure Event and/or an act or omission by XYZ, a Permitted User or a XYZ subcontractor (including the performance of XYZ's responsibilities under the Agreement), Service Provider shall

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automatically be entitled to relief from Performance Credits as per Section 3.5(A).

(C)     Service Provider shall at all times bear both the burden of production of evidence and burden of proof as to the existence of an excuse and the applicability of such excuse to particular Service Levels, including during dispute resolution proceedings and without regard to procedural rules of such forums that would otherwise impose either such burden on XYZ.

## 4.  PERFORMANCE CREDIT METHODOLOGY

4.1     Performance Credits.

If Service Provider commits a KPI Default, then Service Provider shall automatically provide XYZ the Performance Credits as defined in this Section 4 and Exhibit 6-2 (Performance Credit Allocation).  Such Performance Credit will be issued as a credit note in accordance with Section 8.1(C) of Appendix 12 (Fees).

4.2     Performance Credits for Failure to Meet Expected Service Levels

For each KPI Default where Service Provider does not meet the Expected Service Level set forth in Exhibit 6-1 (Service Level Definitions), Service Provider shall pay to XYZ a Performance Credit that will be calculated in accordance with the following formula:

**Performance Credit = A  x  B  x  C**

**Where:**

**A** = The Performance Category Allocation specified for the Performance Category in which the KPI Default occurred as shown in Exhibit 6-2 (Performance Credit Allocation).

**B** = The KPI Allocation Percentage of the Key Performance Indicator related to the applicable KPI Default as shown in Exhibit 6-2 (Performance Credit Allocation).

**C** = Performance Credit Cap.

For example, assume that Service Provider fails to meet the Expected Service Level for a KPI, that Service Provider's total Fees for the month in which the KPI Default occurred were one million Euros (€1,000,000).  Additionally, assume that the Performance Category Allocation for the Performance Category of such KPI is one hundred fifty percent (150%) and that its KPI Allocation Percentage is ten percent (10%).  The Performance Credit due to XYZ for such KPI Default would be calculated as follows:

**A** = 150% (the Performance Category Allocation)

multiplied by

**B** = 10% (the KPI Allocation Percentage)

multiplied by

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    **C** = €100,000 (the Performance Credit Cap Percentage (10%) of one million Euros (€1,000,000), Service Provider's total Fees for the month during which the KPI Default occurred).

**Performance Credit = €15,000**

4.3    <u>Performance Credits for Failure to Meet Minimum Service Levels</u>

For each KPI Default where Service Provider does not meet the Minimum Service Level set forth in <u>Exhibit 6-1</u> (Service Level Definitions), Service Provider shall pay to XYZ a Performance Credit that will be calculated in accordance with the following formula:

**Performance Credit = A  x  B  x  C  x  D**

**Where:**

  **A** = The Performance Category Allocation specified for the Performance Category in which the KPI Default occurred as shown in <u>Exhibit 6-2</u> (Performance Credit Allocation).

  **B** = The KPI Allocation Percentage of the Key Performance Indicator related to the applicable KPI Default as shown in <u>Exhibit 6-2</u> (Performance Credit Allocation).

  **C** = Performance Credit Cap.

  **D** = 1.5

For example, assume that Service Provider fails to meet the Minimum Service Level for a KPI, that Service Provider's total Fees for the month in which the KPI Default occurred were one million Euros (€1,000,000). Additionally, assume that the Performance Category Allocation for the Performance Category of such KPI is one hundred fifty percent (150%) and that its KPI Allocation Percentage is ten percent (10%). The Performance Credit due to XYZ for such KPI Default would be calculated as follows:

  **A** = 150% (the Performance Category Allocation)

    multiplied by

  **B** = 10% (the KPI Allocation Percentage)

    multiplied by

  **C** = €100,000 (the Performance Credit Cap Percentage (10%) of one million Euros (€1,000,000), Service Provider's total Fees for the month during which the KPI Default occurred).

    multiplied by

  **D** = 1.5

**Performance Credit = €22,500**

4.4    <u>Multiple Defaults Multiplier</u>

In the event that Service Provider incurs a KPI Default related to the same KPI in three (3) months over any nine (9) month period, then the amount of

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the Performance Credit in the third (3rd) month of the KPI Default and each month thereafter (so long as there is a KPI Default for the same KPI in the rolling nine (9) month period that will be payable to XYZ due to the KPI Default) will be equal to the Performance Credit as calculated in accordance with Section 4.2 or Section 4.3, as applicable, multiplied by one and one quarter (1.25).

4.5    <u>Performance Credit Limits</u>

Within the same Measurement Period, if XYZ is entitled to a Performance Credit due to Service Provider's failure to meet the Minimum Service Level, then XYZ will only be entitled to a Performance Credit under Section 4.3 and will not be entitled to the Performance Credit under Section 4.2 related to the same KPI.  However, if more than one KPI Default has occurred (related to different KPIs) in a single Measurement Period, the sum of the corresponding Performance Credits shall be credited to XYZ.  If a single problem or event results in the failure of Service Provider to meet more than one KPI, XYZ will have the right to receive all Performance Credits related to such KPIs, subject to the limitation set forth in the first sentence of this Section 4.5.  **However, in no event shall the amount of Performance Credits credited to XYZ with respect to all KPI Defaults occurring in a single month exceed, in total, an amount that is equal to Performance Credit Cap**.

4.6    <u>Performance Credits Not To Be Construed as a Penalty.</u>

(A)    The Performance Credits shall not be construed to be damages, liquidated damages, or a penalty.  Performance Credits shall not count against, or contribute to the determination of, any limitations on liability agreed upon by the Parties (including those described in Section 22 of the Main Terms). Performance Credits are a non-exclusive remedy, and the availability of, or election to receive, Performance Credits does not constitute an election of remedies and shall not be construed to limit XYZ's rights with respect to the events upon which XYZ may rely as a basis for XYZ's termination of the Agreement for cause.  XYZ's recovery of damages for any cause of action shall however be reduced by any amount of Performance Credits incurred by Service Provider in respect of the same cause(s) of action or event(s) and applied so as to reduce the payment of Fees to Service Provider.

(B)    For the avoidance of doubt, Service Provider has a contract duty to achieve each Service Level and Service Provider's failure to achieve any Service Level is a breach of this Agreement, albeit not necessarily a material breach. Service Provider recognizes that its failure to meet any Service Level may have a material adverse impact on the business and operations of XYZ and that the damage from its failure to meet any Service Level is not susceptible of precise determination.  Service Provider acknowledges that the use of Performance Credits as a reduction in Fees to reflect the quality, timeliness, accuracy, or completeness of the Services is not intended to give the option of performing, or to require XYZ to accept, Services that do not conform with all of the requirements set out in this Agreement, including the Service Levels.

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## 5. MODIFICATION AND IMPROVEMENT OF SERVICE LEVELS

5.1     <u>Changing, Addition and Deletion of Service Levels.</u>

(A)     XYZ may change the Service Levels as specified in Section 13.2 of the Main Terms subject to the limitation described in 5.1(B) below.

(B)     The Parties agree that at no point in time will: (i) the Performance Credit Cap Percentage increase, (ii) the Pool Percentage be greater than three hundred percent (300%), (iii) a Performance Category Allocation be greater than two hundred percent (200%), (iv) one KPI be allocated more than sixteen percent (16%) of the Performance Category Allocation amount, or (v) one KPI have an allocation that would result in the Performance Credit for such KPI being greater than two percent (2%) of the monthly Fees.  If XYZ requests to add a completely new Service Level, the Change Control Procedure will apply.

5.2     <u>Determination of Metric for New Service Levels.</u>

Any addition of Service Levels will be subject to Section 13.2 of the Main Terms.  When evaluating the addition of new Service Levels, the Parties will evaluate historical data, if available.  If such historical data is not available, the Parties will evaluate industry standards, compare those standards to the XYZ Environment and will consider a three (3) to six (6) month baselining period to further evaluate such new Service Level.

## 6. PERFORMANCE INDICATORS

<u>Exhibit 6-1</u> (Service Level Definitions) contains Performance Indicators.  Performance Indicators are not subject to Performance Credits.  Service Provider will, however, report on Performance Indicators in the Service Level Report.  In addition, if Service Provider fails to satisfy the Expected Service Level of any Performance Indicator three (3) times in any twelve (12) month period, except where Service Provider is excused in accordance with Section 3.5, Service Provider shall provide XYZ with a written plan for improving Service Provider's performance to satisfy the Expected Service Level of the Performance Indicator within thirty (30) days of the third (3rd) failure, which plan shall be subject to XYZ's approval.  Service Provider shall promptly implement such plan once it has been approved by XYZ.

<div align="center">* * * * *</div>

**EXHIBIT 6-1**

**SERVICE LEVEL DEFINITIONS**

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**EXHIBIT 6-1**

**SERVICE LEVEL DEFINITIONS**

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**EXHIBIT 6-1**

**SERVICE LEVEL DEFINITIONS**

**1. PERFORMANCE CATEGORY – SERVICE DESK AND ON-SITE SUPPORT**

This Exhibit 6-1 (Service Level Definitions) sets forth descriptions of the global Key Performance Indicators and Performance Indicators for the Service Desk Services and On-Site Support Services and sets out how such global Key Performance Indicators and Performance Indicators are calculated. The Expected Service Levels and Minimum Service Levels associated with such Key Performance Indicators and Performance Indicators are set forth below. The various allocations utilized to calculate the Performance Credits are set forth in Exhibit 6-2 (Performance Credit Allocation).

1.1 Key Performance Indicators for Service Desk and On-Site Support

(A) First Contact Resolution

First Contact Resolution measures the percentage of Requests logged and resolved by the Service Desk or On-Site Support on first contact. First Contact Resolution will be measured in accordance with the table below.

| First Contact Resolution | |
|---|---|
| Expected Service Level | >= 67% of all Requests |
| Minimum Service Level | >= 60% of all Requests |
| Calculation | (number of Requests resolved in first contact, excluding Pass-Through Tickets) / (total number of Requests received in the Measurement Period, excluding Pass-Through Tickets)<br><br>First Contact Resolution for a Request will be defined in accordance with the following table:<br><br>{{TABLE}} |

| Contact Channel | First Contact Resolution Definition |
|---|---|
| Telephone call to Service Desk | The Service Desk resolves the Request without the Permitted User hanging up or calling back in respect of the same Request. |
| Email/fax/web form to Service Desk or Self Service Portal | Service Desk Agent who accepts and qualifies the Request (not email or web auto-response) and provides a resolution. |
| Service Point | Service Point engineer who accepts and qualifies the Request and provides a resolution. |
| Instant Messaging | Service Desk Agent who accepts |

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|  | and qualifies the Request and provides a resolution. |
|---|---|
|  | A Request is considered "resolved" if no further activities are necessary for the solution and the Ticket related to such Request is not reopened by the relevant Permitted User within seven (7) days from the notification to the relevant Permitted User that the Ticket is "resolved" by Service Provider. Requests will also be considered "resolved" where Service Provider provides a suitable temporary solution or workaround. |
| Measurement Method | Whether or not the TMS identifies the Request as being "resolved" upon first contact |
| Measurement Period | Calendar month |

 

(B)  Dispatch Time

     (1)  For Priority 1 Incident Requests

Dispatch Time for Priority 1 Incident Requests measures the percentage of Requests involving Priority 1 Incidents ("**Priority 1 Incident Requests**") that are assigned within the timeframes set forth in the table below. This measure is performed only for Requests dispatched between Service Provider and other support functions within the XYZ Global Support Concept ("**Dispatched Resolver**"). Dispatch Time for Priority 1 Incident Requests will be measured in accordance with the table below.

| Dispatch Time for Priority 1 Incident Requests | |
|---|---|
| Expected Service Level | >= 93% of all Priority 1 Incident Requests dispatched within 5 minutes of being logged |
| Minimum Service Level | >= 95% of all Priority 1 Incident Requests dispatched within 15 minutes of being logged |
| Calculation | (number of Priority 1 Incident Requests that are dispatched to Dispatched Resolvers within the timeframes set forth above) / (total number of Priority 1 Incident Requests that are dispatched to Dispatched Resolvers)<br><br>The dispatch time starts when the Ticket for the Priority 1 Incident Request is saved by the Service Desk Agent in the TMS and ends when the Ticket is dispatched to the Dispatched Resolver, as set forth in the TMS. |
| Measurement Method | Per Ticket with a reference number in the TMS |
| Measurement Period | Calendar month |

 

     (2)  For Non-Priority 1 Incident Requests

Dispatch Time for Non-Priority 1 Incident Requests measures the percentage of Requests other than Priority 1 Incident Requests ("**Non-Priority 1 Incident Requests**") that are assigned within the timeframes set

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forth in the table below. This measure is performed only for Requests dispatched between Service Provider and a Dispatched Resolver. Dispatch Time for Non-Priority 1 Incident Requests will be measured in accordance with the table below.

| Dispatch Time for Non-Priority 1 Incident Requests | |
|---|---|
| Expected Service Level | >= 90% of all Non-Priority 1 Incident Requests dispatched within 30 minutes of being logged |
| Minimum Service Level | >= 90% of all Non-Priority 1 Incident Requests dispatched within 1 hour of being logged |
| Calculation | (number of Non-Priority 1 Incident Requests that are dispatched to Dispatched Resolvers within the timeframes set forth above) / (total number of Non-Priority 1 Incident Requests that are dispatched to Dispatched Resolvers)<br><br>The dispatch time starts when the Ticket for the Priority 1 Incident Request is saved by the Service Desk Agent in the TMS and ends when the Ticket is dispatched to the Dispatched Resolver, as set forth in the TMS. |
| Measurement Method | Per Ticket with a reference number in the TMS |
| Measurement Period | Calendar month |

(C)      Waiting and Response Time

(1)      Waiting Time for Voice Contacts

Waiting Time for Voice Contacts measures the percentage of phone calls made by Permitted Users to the Service Desk that are answered within thirty (30) seconds. Waiting Time for Voice Contacts will be measured in accordance with the table below.

| Waiting Time for Voice Contacts | |
|---|---|
| Expected Service Level | >= 80% of phone calls answered within 30 seconds |
| Minimum Service Level | >= 75% of phone calls answered within 30 seconds |
| Calculation | (number of phone calls answered within 30 seconds) / (total number of phone calls placed to the Service Desk minus the number of Junk Calls)<br><br>The measurement starts when the Permitted User enters the waiting queue after the recorded message(s) and IVR (Interactive Voice Response) functions.<br><br>"**Junk Call**" means a call that reaches the IVR and that is abandoned during the recorded announcement(s), if any. |
| Measurement Method | Automatic measure through the IVR System |
| Measurement Period | Calendar month |

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(2)     Initial Response Time for Portal, Email, or Fax Service

Initial Response Time for Portal, Email, or Fax Service measures the percentage of Requests by Self Service Portal, email, or fax service that, upon receipt by Service Provider, are responded to within the applicable timeframes below. Initial Response Time for Portal, Email, or Fax Service will be measured in accordance with the table below.

| Response Time for Portal, Email, or Fax Service | |
|---|---|
| Expected Service Level | >= 80% of Requests by Self Service Portal, email, or fax service responded to within 2 hours, AND<br>>= 98% of Requests by Self Service Portal, email, or fax service responded to within 24 hours |
| Minimum Service Level | >= 78% of Requests by Self Service Portal, email, or fax service responded to within 2 hours, AND<br>>= 96% of Requests by Self Service Portal, email, or fax service responded to within 24 hours |
| Calculation | (number of Requests by Self Service Portal, email, or fax service (as applicable) responded to within the applicable timeframe above) / (total number of Requests by Self Service Portal, email, or fax service (as applicable))<br><br>The measurement begins when the Permitted User makes the initial Self Service Portal, email, or fax contact with Service Provider and ends when a Service Desk Agent contacts the Permitted User via call, instant message, or email (as applicable). The beginning time when the Service Desk Agent receives the initial Request via the Self Service Portal, email, or fax and the end time when the Service Desk Agent contacts the Permitted User will both be recorded as part of the Ticket.<br><br>Electronic auto-replies are not counted as a response. |
| Measurement Method | Per Ticket with a reference number in the TMS |
| Measurement Period | Calendar month |

(D)     On Time Delivery for Incidents

(1)      For Priority 1 Incidents

On Time Delivery for Priority 1 Incidents measures the percentage of Priority 1 Incidents that are "resolved" by Service Provider within the timeframes set forth in the table below. On Time Delivery for Priority 1 Incidents will be measured in accordance with the table below.

| On Time Delivery for Priority 1 Incidents | |
|---|---|
| Expected Service Level | >= 99% of Priority 1 Incidents resolved by Service Provider within 3.5 hours. |
| Minimum Service Level | >= 95% of Priority 1 Incidents resolved by Service Provider within 4 hours. |

| | |
|---|---|
| Calculation | (number of Priority 1 Incidents resolved by Service Provider within the timeframes set forth above) / (total number of Priority 1 Incidents resolved by Service Provider)<br><br>The measurement begins when the Ticket for the Priority 1 Incident is created (in draft form or otherwise) and ends when the Ticket is changed to a "resolved" status. Tickets will also be considered "resolved" where Service Provider provides a suitable temporary solution or workaround. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

     (2)    For Priority 2 Incidents

On Time Delivery for Priority 2 Incidents measures the percentage of Priority 2 Incidents resolved by Service Provider that are resolved within the timeframes set forth in the table below. On Time Delivery for Priority 2 Incidents will be measured in accordance with the table below.

| On Time Delivery for Priority 2 Incidents | |
|---|---|
| Expected Service Level | >= 97% of Priority 2 Incidents resolved by Service Provider within 7 Business Hours. |
| Minimum Service Level | >= 97% of Priority 2 Incidents resolved by Service Provider within 8 Business Hours. |
| Calculation | (number of Priority 2 Incidents resolved by Service Provider within the timeframes set forth above) / (total number of Priority 2 Incidents resolved by Service Provider)<br><br>The measurement begins when the Ticket for the Priority 2 Incident is created (in draft form or otherwise) and ends when the Ticket is changed to a "resolved" status. Tickets will also be considered "resolved" where Service Provider provides a suitable temporary solution or workaround. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

     (3)    For Priority 3 Incidents

On Time Delivery for Priority 3 Incidents measures the percentage of Priority 3 Incidents that are resolved by Service Provider within the timeframes set forth in the table below. On Time Delivery for Priority 3 Incidents will be measured in accordance with the table below.

| On Time Delivery for Priority 3 Incidents | |
|---|---|
| Expected Service Level | >= 94% of Priority 3 Incidents resolved by Service Provider within 16 Business Hours |
| Minimum Service Level | >= 90% of Priority 3 Incidents resolved by Service Provider within 16 Business Hours |

| | |
|---|---|
| Calculation | (number of Priority 3 Incidents resolved by Service Provider within the timeframes set forth above) / (total number of Priority 3 Incidents resolved by Service Provider)<br><br>The measurement begins when the Ticket for the Priority 3 Incident is created (in draft form or otherwise) and ends when the Ticket is changed to a "resolved" status.  Tickets will also be considered "resolved" where Service Provider provides a suitable temporary solution or workaround. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

(4)     For Priority 4 Incidents

On Time Delivery for Priority 4 Incidents measures the percentage of Priority 4 Incidents that are resolved by Service Provider within the timeframes set forth in the table below.  On Time Delivery for Priority 4 Incidents will be measured in accordance with the table below.

| On Time Delivery for Priority 4 Incidents | |
|---|---|
| Expected Service Level | >= 95% of Priority 4 Incidents resolved by Service Provider within 40 Business Hours |
| Minimum Service Level | >= 90% of Priority 4 Incidents resolved by Service Provider within 40 Business Hours |
| Calculation | (number of Priority 4 Incidents resolved by Service Provider within the timeframes set forth above) / (total number of Priority 4 Incidents resolved by Service Provider)<br><br>The measurement begins when the Ticket for the Priority 4 Incident is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. Tickets will also be considered "resolved" where Service Provider provides a suitable temporary solution or workaround. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

(5)     For Critical Application Incidents

On Time Delivery for Critical Application Incidents measures the percentage of Incidents related to Critical Applications that are resolved by Service Provider within the Resolution Timeframes set forth in the table below.  On Time Delivery for Critical Application Incidents will be measured in accordance with the table below.

| On Time Delivery for Critical Application Incidents | |
|---|---|
| Expected Service Level | >= the Resolution % set forth in the table below related to the Incident Priority classification related to Critical Applications resolved by Service Provider within the Resolution Timeframes set |

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|  | forth below |
|---|---|
|  | <table><tr><th>Critical Incident Priority</th><th>Resolution %</th><th>Resolution Timeframe</th></tr><tr><td>1</td><td>99%</td><td>3.5 hours</td></tr><tr><td>2</td><td>97%</td><td>7 Business Hours</td></tr><tr><td>3</td><td>95%</td><td>16 Business Hours</td></tr><tr><td>4</td><td>96%</td><td>40 Business Hours</td></tr></table> |
| Minimum Service Level | >= the Resolution % set forth in the table below related to the Incident Priority classification related to Critical Applications resolved by Service Provider within the Resolution Timeframes set forth below <br><br><table><tr><th>Critical Incident Priority</th><th>Resolution %</th><th>Resolution Timeframe</th></tr><tr><td>1</td><td>96%</td><td>4 hours</td></tr><tr><td>2</td><td>97%</td><td>8 Business Hours</td></tr><tr><td>3</td><td>92%</td><td>16 Business Hours</td></tr><tr><td>4</td><td>92%</td><td>40 Business Hours</td></tr></table> |
| Calculation | (number of Incidents related to Critical Applications resolved by Service Provider within the Resolution Timeframes set forth above) / (total number of Incidents related to Critical Applications resolved by Service Provider)<br><br>The measurement begins when the Ticket for the Incident is created (in draft form or otherwise) and ends when the Ticket is changed to a "resolved" status. Tickets will also be considered "resolved" where Service Provider provides a suitable temporary solution or workaround. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

(E) On Time Delivery for User Account Management Requests

(1) For Password Reset Requests

On Time Delivery for Password Reset Requests measures the percentage of Password Reset Requests (as defined below) that are resolved within the timeframes set forth in the table below. On Time Delivery for Password Reset Requests will be measured in accordance with the table below.

| On Time Delivery for Password Reset Requests | |
|---|---|
| Expected Service Level | >= 90% of Password Reset Requests resolved within 2 Business Hours |
| Minimum Service Level | >= 90% of Password Reset Requests resolved within 4 Business Hours |
| Calculation | (number of Password Reset Requests resolved within the timeframes set forth above) / (total number of Password Reset Requests) |

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| | |
|---|---|
| | "**Password Reset Requests**" means Requests for Service Provider to perform password resets for any application or system other than a High Priority User Account Management Request or an Ultra Priority User Account Management Request.<br><br>The measurement begins when the Ticket for the Password Reset Request is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

(2)      For Ultra Priority User Account Management Requests

On Time Delivery for Ultra Priority User Account Management Requests measures the percentage of Ultra Priority User Account Management Requests (as defined below) that are resolved within 2 Business Hours. On Time Delivery for Ultra Priority User Account Management Requests will be measured in accordance with the table below.

| On Time Delivery for Ultra Priority User Account Management Requests | |
|---|---|
| Expected Service Level | >= 97% of Ultra Priority User Account Management Requests resolved within 2 Business Hours |
| Minimum Service Level | >= 92% of Ultra Priority User Account Management Requests resolved within 2 Business Hours |
| Calculation | (number of Ultra Priority User Account Management Requests resolved within 2 Business Hours) / (total number of Ultra Priority User Account Management Requests)<br><br>"**Ultra Priority User Account Management Requests**" means Requests for Service Provider to perform a user account management activity (i.e. creation of a user account, deletion of a user account, modification of a user account) (1) related to a software application identified by XYZ as "Ultra UAM Priority" through the UAM Classification Process or (2) arising from a Request from a VIP related to any application.<br><br>The measurement begins when the Ticket for the Ultra Priority User Account Management Request is created (in draft form or otherwise) and ends when the Ticket is changed to a "resolved" status. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

(3)      For High Priority User Account Management Requests

On Time Delivery for High Priority User Account Management Requests measures the percentage of High Priority User Account Management Requests (as defined below) that are resolved within 4 Business Hours. On

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Time Delivery for High Priority User Account Management Requests will be measured in accordance with the table below.

| On Time Delivery for High Priority User Account Management Requests | |
|---|---|
| Expected Service Level | >= 97% of High Priority User Account Management Requests resolved within 4 Business Hours |
| Minimum Service Level | >= 92% of High Priority User Account Management Requests resolved within 4 Business Hours |
| Calculation | (number of High Priority User Account Management Requests resolved within 4 Business Hours) / (total number of High Priority User Account Management Requests)<br><br>"**High Priority User Account Management Requests**" means Requests for Service Provider to perform a user account management activity (i.e. creation of a user account, deletion of a user account, modification of a user account) related to a software application identified by XYZ as "High UAM Priority" through the UAM Classification Process.<br><br>The measurement begins when the Ticket for the High Priority User Account Management Request is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

(4)    For Medium Priority User Account Management Requests

On Time Delivery for Medium Priority User Account Management Requests measures the percentage of Medium Priority User Account Management Requests (as defined below) that are resolved within 8 Business Hours. On Time Delivery for Medium Priority User Account Management Requests will be measured in accordance with the table below.

| On Time Delivery for Medium Priority User Account Management Requests | |
|---|---|
| Expected Service Level | >= 85% of Medium Priority User Account Management Requests resolved within 8 Business Hours |
| Minimum Service Level | >= 83% of Medium Priority User Account Management Requests resolved within 8 Business Hours |
| Calculation | (number of Medium Priority User Account Management Requests resolved within 8 Business Hours) / (total number of Medium Priority User Account Management Requests)<br><br>"**Medium Priority User Account Management Requests**" means Requests for Service Provider to perform a user account management activity (i.e. creation of a user account, deletion of a user account, modification of a user account) related to a software application identified by XYZ as "Medium UAM Priority" through |

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| | the UAM Classification Process. |
| :--- | :--- |
| | The measurement begins when the Ticket for the Medium Priority User Account Management Request is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

 

(5)      For Standard Priority User Account Management Requests

On Time Delivery for Standard Priority User Account Management Requests measures the percentage of Standard Priority User Account Management Requests (as defined below) that are resolved within 12 Business Hours. On Time Delivery for Standard Priority User Account Management Requests will be measured in accordance with the table below.

| On Time Delivery for Standard Priority User Account Management Requests | |
| :--- | :--- |
| Expected Service Level | >= 85% of Standard Priority User Account Management Requests resolved within 12 Business Hours |
| Minimum Service Level | >= 83% of Standard Priority User Account Management Requests resolved within 12 Business Hours |
| Calculation | (number of Standard Priority User Account Management Requests resolved within 12 Business Hours) / (total number of Standard Priority User Account Management Requests) |
| | "**Standard Priority User Account Management Requests**" means Requests for Service Provider to perform user account management activities for all other applications not covered by the Ultra Priority User Account Management Requests, High Priority User Account Management Requests or the Medium Priority User Account Management Requests. |
| | The measurement begins when the Ticket for the Standard Priority User Account Management Request is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

 

(6)      Emergency Deactivation Time for User Accounts

Emergency Deactivation Time for User Accounts measures the percentage of Requests for Service Provider to deactivate a user account that is identified by XYZ as a deactivation for a departing employee or some other type of emergency deactivation ("**Emergency Deactivation**") that are completed within the time frames set forth below. Emergency Deactivation Time for User Accounts will be measured in accordance with the table below.

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| Emergency Deactivation Time for User Accounts | |
|---|---|
| Expected Service Level | >= 90% of Requests for Emergency Deactivations completed within 2 hours, AND 100% of Requests for Emergency Deactivations completed within 24 hours |
| Minimum Service Level | >= 85% of Requests for Emergency Deactivations completed within 4 hours, AND 100% of Requests for Emergency Deactivations completed within 24 hours |
| Calculation | (number of Requests for Emergency Deactivations completed within the time frames set forth above) / (total number of Requests for Emergency Deactivations)

The measurement begins when the Request for Emergency Deactivations is submitted and ends when the user account is deactivated.  The beginning time when the Service Desk Agent receives the Request and the end time when the user account is deactivated will both be recorded as part of the Ticket.

Service Provider will be available to perform Emergency Deactivations twenty-four (24) hours a day, seven (7) days a week. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

(F)     On Time Delivery for Defined Service Requests

(1)     Overall On Time Delivery for Defined Service Requests

Overall On Time Delivery for Defined Service Requests measures the percentage of Service Requests for which XYZ has defined a target completion time as set forth in the XYZ service support documentation for the XYZ IT Service Portfolio ("**Defined Service Requests**") that are resolved within their respective target completion times.  Overall On Time Delivery for Defined Service Requests will be measured in accordance with the table below.

| Overall On Time Delivery for Defined Service Requests | |
|---|---|
| Expected Service Level | >= 90% of Defined Service Requests resolved within their respective target completion times |
| Minimum Service Level | >= 85% of Defined Service Requests resolved within their respective target completion times |
| Calculation | (number of Defined Service Requests resolved within their respective target completion times) / (total number of Defined Service Requests)

The measurement begins when the Ticket for the Defined Service Request is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. |

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| | |
|---|---|
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

(2) On Time Delivery for Critical Application Defined Service Requests

On Time Delivery for Critical Application Defined Service Requests measures the percentage of Defined Service Requests related to Critical Applications that are resolved within their respective target completion times. On Time Delivery for Critical Application Defined Service Requests will be measured in accordance with the table below.

| On Time Delivery for Critical Application Defined Service Requests | |
|---|---|
| Expected Service Level | >= 95% of Defined Service Requests related to Critical Applications resolved within their respective target completion times |
| Minimum Service Level | >= 90% of Defined Service Requests related to Critical Applications resolved within their respective target completion times |
| Calculation | (number of Defined Service Requests related to Critical Applications resolved within their respective target completion times) / (total number of Defined Service Requests related to Critical Applications)<br><br>The measurement begins when the Ticket for the Defined Service Request is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

(G) On Time Delivery for VIP Service Requests

On Time Delivery for VIP Service Requests measures the percentage of Defined Service Requests submitted by a VIP or someone on behalf of a VIP ("**VIP Service Requests**") that are resolved within their respective target completion times. On Time Delivery for VIP Service Requests will be measured in accordance with the table below.

| On Time Delivery for VIP Service Requests | |
|---|---|
| Expected Service Level | >= 95% of VIP Service Requests resolved within their respective target completion times |
| Minimum Service Level | >= 90% of VIP Service Requests resolved within their respective target completion times |
| Calculation | (number of VIP Service Requests resolved within their respective target completion times) / (total number of VIP Service Requests)<br><br>The measurement begins when the Ticket for the VIP Service Request is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

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(H)     In-Scope Overdue Requests

In-Scope Overdue Requests measures the number of open Requests within Service Provider's scope of responsibility (i.e. Requests that have not been assigned to other Global Support Functions outside Service Provider's control) that have not been resolved within the timeframes set forth in the On Time Delivery calculations in Sections 1.1 (D) – (G) as of the end of each Measurement Period ("**Overdue Requests**") expressed as a number per 1000 Permitted Users (as set forth in the XYZ database of Permitted Users). In-Scope Overdue Requests will be measured in accordance with the table below.

| In-Scope Overdue Requests | |
| --- | --- |
| Expected Service Level | <= 6 per 1000 Permitted Users |
| Minimum Service Level | <= 8 per 1000 Permitted Users |
| Calculation | Number of Overdue Requests as of the last Business Day of the Measurement Period per 1000 Permitted Users in the XYZ database of authorized Permitted Users<br><br>Requests that were counted in the number of Overdue Requests in prior Measurements Period(s) and that still have not been resolved as of the end of the current Measurement Period, will be counted as an Overdue Request in the current Measurement Period. |
| Measurement Method | Per Ticket in the TMS |
| Measurement Period | Calendar month |

(I)     First Pass Resolution

First Pass Resolution measures the percentage of all Requests that are resolved without re-opening the Ticket associated with each such Request within seven (7) Business Days. First Pass Resolution will be measured in accordance with the table below.

| First Pass Resolution | |
| --- | --- |
| Expected Service Level | >= 98% of all Requests |
| Minimum Service Level | >= 93% of all Requests |
| Calculation | (number of Requests resolved without re-opening associated Tickets within seven (7) Business Days) / (total number of Requests received in the Measurement Period) |
| Measurement Method | Whether or not the TMS identifies the Request as being re-opened within seven Business Days of the Ticket closing |
| Measurement Period | Calendar month |

(J)     Call Abandonment Rate

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Call Abandonment Rate measures the percentage of all Permitted User calls that are dropped after being in the queue for more than 30 seconds. Call Abandonment Rate will be measured in accordance with the table below.

| Call Abandonment Rate | |
|---|---|
| Expected Service Level | < 5% of all calls |
| Minimum Service Level | < 7% of all calls |
| Calculation | (number of Permitted User calls that are dropped by the relevant Permitted User after being in the queue for more than 30 seconds) / (total number of Permitted User calls that are placed in queue by the IVR System)<br><br>The measurement begins after the IVR System has placed a call in queue (i.e., the IVR System has prompted the Permitted User for the required details and the Permitted User has received a message of the day, if any). |
| Measurement Method | Per call placed in queue by the IVR System |
| Measurement Period | Calendar month |

(K)     Permitted User Satisfaction

Permitted User Satisfaction measures the percentage of Survey responses that have a positive / satisfied response (based on a smile or frown methodology as set forth in Appendix 24 (Customer Satisfaction Survey). Permitted User Satisfaction will be measured in accordance with the table below.

| Permitted User Satisfaction | |
|---|---|
| Expected Service Level | >= 90% of all Survey responses have a positive / satisfied response |
| Minimum Service Level | >= 85% of all Survey responses have a positive / satisfied response |
| Calculation | (number of Surveys with a positive response) / (total number of Surveys that had a response) |
| Measurement Method | Feedback in the Service Provider's Survey tool |
| Measurement Period | Calendar month |

(L)     VIP Satisfaction

VIP Satisfaction measures the percentage of Survey responses from VIPs that have a positive / satisfied response (based on a smile or frown methodology as set forth in Appendix 24 (Customer Satisfaction Survey). VIP Satisfaction will be measured in accordance with the table below.

| VIP Satisfaction | |
|---|---|

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| | |
|---|---|
| Expected Service Level | >= 95% of all Survey responses from VIPs have a positive / satisfied response |
| Minimum Service Level | >= 90% of all Survey responses from VIPs have a positive / satisfied response |
| Calculation | (number of Surveys from VIPs with a positive response) / (total number of Surveys from VIPs) |
| Measurement Method | Feedback in the Service Provider's Survey tool |
| Measurement Period | Calendar month |

(M) Deactivation for User Accounts

Deactivation for User Accounts measures the percentage of Requests for Service Provider to deactivate a user account that are completed within the time frames set forth below. Deactivation for User Accounts will be measured in accordance with the table below.

| Deactivation for User Accounts | |
|---|---|
| Expected Service Level | n/a |
| Minimum Service Level | 100% of Requests for account deactivations completed within 24 hours |
| Calculation | (number of Requests for account deactivations resolved within 24 Business Hours) / (total number of Requests for account deactivations)<br><br>The measurement begins when the Request for account deactivations is submitted and ends when the user account is deactivated. The beginning time when the Service Desk Agent receives the Request and the end time when the user account is deactivated will both be recorded as part of the Ticket. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

1.2 Performance Indicators for Service Desk and On-Site Support

(A) Number of Complaints

Number of Complaints measures the number of Complaints. Number of Complaints will be measured in accordance with the table below.

| Number of Complaints | |
|---|---|
| Expected Service Level | The number of Complaints filed in a Measurement Period will be less than a number equal to: (i) the total number of Permitted Users as of the end of the Measurement Period, multiplied by (ii) 0.0005 |
| Minimum Service Level | The number of Complaints filed in a Measurement Period will be less than a number equal to: (i) the total number of Permitted Users as of the end of the Measurement Period, multiplied by (ii) 0.0007 |

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| | |
|---|---|
| Calculation | Number of Complaints filed in a Measurement Period |
| Measurement Method | Per Complaint Ticket in the TMS |
| Measurement Period | Calendar month |

(B)     Average Time to Resolve

Average Time to Resolve measures the average time between when a Ticket is opened and when the Request associated with such Ticket is completed or otherwise resolved for the first time.  Average Time to Resolve will be measured in accordance with the table below.

| Average Time to Resolve | |
|---|---|
| Expected Service Level | <= 22 hours |
| Minimum Service Level | <= 24 hours |
| Calculation | (sum of Resolution Times) / (total number of Requests associated with an opened Ticket that are completed or otherwise resolved for the first time during the Measurement Period), where<br><br>Resolution Time = time interval between when a Ticket is created (in draft form or otherwise) and when the Request associated with such Ticket is "resolved" for the first time.  Tickets will also be considered "resolved" where Service Provider provides a suitable temporary solution or workaround. |
| Measurement Method | Per resolved Ticket in the TMS |
| Measurement Period | Calendar month |

(C)     On Time Delivery for Self Service Portal Updates

On Time Delivery for Self Service Portal Updates measures the percentage of updates to the Self Service Portal approved and provided by Permitted Users ("**Approved Updates**") to Service Provider that are posted on the Self Service Portal within the number of Business Days set forth in the table below.  On Time Delivery for Self Service Portal Updates will be measured in accordance with the table below.

| On Time Delivery for Self Service Portal Updates | |
|---|---|
| Expected Service Level | >= 95% of Approved Updates to the Self Service Portal posted within 1 Business Day |
| Minimum Service Level | >= 95% of Approved Updates to the Self Service Portal posted within 2 Business Days |
| Calculation | (number of Approved Updates to the Self Service Portal provided by Permitted Users to Service Provider that are posted on the Self Service Portal within the number of Business Days set forth above) / (total number of Approved Updates to the Self Service Portal provided by Permitted Users to Service Provider) |

| | The measurement begins when the Approved Update to the Self Service Portal is provided to Service Provider and ends when the Approved Update is posted to the Self Service Portal. The beginning time when Service Provider receives the Approved Update and the end time when the Approved Update is posted to the Self Service Portal will both be recorded by Service Provider. |
|---|---|
| Measurement Method | Per Approved Update to the Self Service Portal that is logged via Service Provider's tool |
| Measurement Period | Calendar month |

(D)     On Time Delivery for Permitted User Communication

On Time Delivery for Permitted User Communications (e.g. sending formal XYZ messages or communications to a material group of Permitted Users) measures the percentage of communications provided by XYZ to Service Provider for delivery to the Permitted Users via the communication channels specified by XYZ ("**Permitted User Communications**") that are delivered by the time specified by XYZ for each communication. On Time Delivery for Permitted User Communications will be measured in accordance with the table below.

| On Time Delivery for Permitted User Communications | |
|---|---|
| Expected Service Level | >= 95% of Permitted User Communications delivered by the time specified by XYZ for each communication |
| Minimum Service Level | >= 90% of Permitted User Communications delivered by the time specified by XYZ for each communication |
| Calculation | (number of Permitted User Communications delivered by the time specified by XYZ for each communication) / (total number of Permitted User Communications)<br><br>For each Permitted User Communication, Service Provider will record XYZ's requested time for delivery of the communication and the time that the communication is actually delivered via the specified communication channel. |
| Measurement Method | Per Permitted User Communication that is logged via Service Provider's tool |
| Measurement Period | Calendar month |

(E)     Waiting Time for Instant Messages

Waiting Time for Instant Messages measures the percentage of Requests sent by Permitted Users to the Service Desk via instant messages ("**IM Requests**") that are responded to within thirty (30) seconds by a Service Provider Agent. Starting three (3) months from the Service Commencement Date, Service Provider will report on this measurement as a Performance Indicator. Six (6) months after the Service Commencement Date, XYZ may promote this Performance Indicator to a KPI in accordance with the terms of this Agreement.

Waiting Time for Instant Messages will be measured in accordance with the table below.

| Waiting Time for Instant Messages | |
|---|---|
| Expected Service Level | >= 80% of IM Requests responded to within 30 seconds |
| Minimum Service Level | >= 70% of IM Requests responded to within 30 seconds |
| Calculation | (number of IM Requests responded to within 30 seconds) / (total number of IM Requests sent to the Service Desk)<br><br>The measurement begins when the Service Provider receives the initial instant message from the Permitted User and ends when a Service Desk Agent responds via instant message (excluding any electronic auto-replies). |
| Measurement Method | Automatic measure through the instant messaging monitoring system. |
| Measurement Period | Calendar month |

(F)    Total Overdue Requests

Total Overdue Requests measures the number of open Requests across all Global Support Functions (including all In-Scope Overdue Requests) that have not been resolved or otherwise completed within the timeframes set forth in the On Time Delivery calculations in Sections 1.1 (D) – (G) or in the other timeframes specified by XYZ IT, as of the end of each Measurement Period expressed as a number per 1000 Permitted Users (as set forth in the XYZ database of Permitted Users). Total Overdue Requests will be measured in accordance with the table below.

| Total Overdue Requests | |
|---|---|
| Expected Service Level | <= 140 per 1000 Permitted Users |
| Minimum Service Level | <= 160 per 1000 Permitted Users |
| Calculation | number of overdue Requests as of the last Business Day of the Measurement Period per 1000 Permitted Users in the XYZ database of authorized Permitted Users<br><br>Requests that were counted in the number of overdue Requests in prior Measurements Period(s) and that still have not been resolved or otherwise completed as of the end of the current Measurement Period, will be counted as an overdue request in the current Measurement Period. |
| Measurement Method | Per Ticket in the TMS |
| Measurement Period | Calendar month |

## 2. PERFORMANCE CATEGORY – WORKSTATION CREATION AND MAINTENANCE

This section sets forth descriptions of the global Key Performance Indicators and Performance Indicators for the Workstation Creation and Maintenance Services and sets out how such global Key Performance Indicators and Performance Indicators are calculated. The Expected Service Levels and Minimum Service Levels associated with such Key Performance Indicators and Performance Indicators are set forth below. The various allocations utilized to calculate the Performance Credits are set forth in Exhibit 6-2 (Performance Credit Allocation).

2.1    Key Performance Indicators for Workstation Creation and Maintenance

(A)    Application Testing

Application Testing measures the percentage of Service Requests for application compatibility testing and integration testing (if necessary) for applications in the Standard Workstation Package ("**Application Testing Requests**") that are completed within ten (10) days of the opening of the Tickets related to such Service Requests. Application Testing will be measured in accordance with the table below.

| Application Testing | |
| --- | --- |
| Expected Service Level | >= 95% of Application Testing Requests completed within 10 days of the opening of the Tickets related to such Service Requests |
| Minimum Service Level | >= 90% of Application Testing Requests completed within 10 days of the opening of the Tickets related to such Service Requests |
| Calculation | (number of Application Testing Requests completed during the Measurement Period and within 10 days of the opening of the Tickets related to such Service Requests) / (total number of Application Testing Requests completed during the Measurement Period) <br><br> The measurement begins when the Ticket for the Application Testing Request is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. |
| Measurement Method | Per resolved Ticket for an Application Testing Request in the TMS |
| Measurement Period | Calendar month |

(B)    Anti-virus Client Installation Coverage

Anti-virus Client Installation Coverage measures the percentage of Workstations managed by Service Provider that have properly installed and functional anti-virus client solutions that are fully supported by anti-virus client solution vendors. It is understood by the Parties that Permitted Users who have Laptops with administrative privileges should not be able to uninstall the anti-virus client.

Anti-virus Client Installation Coverage will be measured in accordance with the table below.

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| Antivirus Client Installation Coverage | |
|---|---|
| Expected Service Level | >= 99% of Workstations managed by Service Provider have properly installed and functional anti-virus client solutions |
| Minimum Service Level | >= 95% of Workstations managed by Service Provider have properly installed and functional anti-virus client solutions |
| Calculation | (number of Workstations managed by Service Provider with properly installed and functional anti-virus client solutions) / (number of Workstations managed by Service Provider) |
| Measurement Method | Compare reports available from anti-virus back-end system with reports available from other system management tools (e.g., managed anti-virus client solution installations vs. managed Workstations) |
| Measurement Period | Calendar month |

(C)    Coverage for Virus Definition Updates

The KPIs in this Section 2.1(C), will be treated as Performance Indicators for a period starting on the Service Commencement Date and ending three (3) months thereafter ("**Technology Verification Period**"). During the Technology Verification Period, Service Provider will attempt to meet the level of performance achieved by the Former Provider, based on the average achieved over the six (6) month period prior to the Service Commencement Date. In addition, during the Technology Verification Period, Service Provider will either develop a tool or use the XYZ's existing tool to improve the reporting in respect of the measurement and reporting of these Service Levels (subject to XYZ's approval on which tool is selected). After the Technology Verification Period, the KPIs in this Section 2.1(C) will automatically go into effect and will be treated like all other KPIs under this Exhibit 6-1 (Service Level Definitions).

(1)    For Severity 1 and 2 Virus Definition Updates

Coverage for Severity 1 and 2 Virus Definition Updates measures the percentage of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 1 Virus Definition Updates and Severity 2 Virus Definition Updates (as defined below) within twelve (12) hours of release. Coverage for Severity 1 and 2 Virus Definition Updates will be measured in accordance with the table below.

| Coverage for Severity 1 and 2 Virus Definition Updates | |
|---|---|
| Expected Service Level | >= 90% of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 1 Virus Definition Updates and Severity 2 Virus Definition Updates within 12 hours of release |
| Minimum Service Level | >= 80% of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 1 Virus Definition Updates and Severity 2 Virus Definition Updates within 12 hours of release |

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| Calculation | (number of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 1 Virus Definition Updates and Severity 2 Virus Definition Updates within 12 hours of release) / (total number of Workstations connected to the XYZ Network with anti-virus clients)<br><br>"**Severity 1 Virus Definition Update**" means a virus definition update for Symantec Category 5 threats (as specified and classified by Symantec) or for an equivalent threat level used by another anti-virus software vendor.<br><br>"**Severity 2 Virus Definition Update**" means a virus definition update for Symantec Category 4 threats (as specified and classified by Symantec) or for an equivalent threat level used by another anti-virus software vendor.<br><br>The measurement begins when a Severity 1 Virus Definition Update or Severity 2 Virus Definition Update is made available by the anti-virus software vendor and ends when the new virus definition update is tested and installed on the Workstation. |
|---|---|
| Measurement Method | Ending point extracted from the Workstations' installation log data |
| Measurement Period | Calendar month |

(2)    For Severity 3 Virus Definition Updates

Coverage for Severity 3 Virus Definition Updates measures the percentage of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 3 Virus Definition Updates (as defined below) within 24 hours of release. Coverage for Severity 3 Virus Definition Updates will be measured in accordance with the table below.

| Coverage for Severity 3 Virus Definition Updates | |
|---|---|
| Expected Service Level | >= 95% of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 3 Virus Definition Updates within 1 day of release |
| Minimum Service Level | >= 90% of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 3 Virus Definition Updates within 1 day of release |
| Calculation | (number of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 3 Virus Definition Updates within 1 day of release) / (total number of Workstations connected to the XYZ Network with anti-virus clients)<br><br>"**Severity 3 Virus Definition Update**" means a virus definition update for Symantec Category 3 threats (as specified and classified by Symantec) or for an equivalent threat level used by another anti-virus software vendor. |

| | The measurement begins when a Severity 3 Virus Definition Update is made available by the anti-virus software vendor and ends when the new virus definition update is tested and installed on the Workstation. |
|---|---|
| Measurement Method | Ending point extracted from the Workstations' installation log data |
| Measurement Period | Calendar Month |

 

        (3)     For Severity 4 and 5 Virus Definition Updates

Coverage for Severity 4 and 5 Virus Definition Updates measures the percentage of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 4 Virus Definition Updates and Severity 5 Virus Definition Updates (as defined below) within 48 hours of release. Coverage for Severity 4 and 5 Virus Definition Updates will be measured in accordance with the table below.

| Coverage for Severity 4 and 5 Virus Definition Updates | |
|---|---|
| Expected Service Level | >= 95% of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 4 Virus Definition Updates and Severity 5 Virus Definition Updates within 48 hours of release |
| Minimum Service Level | >= 90% of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 4 Virus Definition Updates and Severity 5 Virus Definition Updates within 48 hours of release |
| Calculation | (number of Workstations connected to the XYZ Network with anti-virus clients that receive new Severity 4 Virus Definition Updates and Severity 5 Virus Definition Updates within 48 hours of release) / (total number of Workstations connected to the XYZ Network with anti-virus clients)<br><br>"**Severity 4 Virus Definition Update**" means a virus definition update for Symantec Category 2 threats (as specified and classified by Symantec) or for an equivalent threat level used by another anti-virus software vendor.<br><br>"**Severity 5 Virus Definition Update**" means a virus definition update for Symantec Category 1 threats (as specified and classified by Symantec) or for an equivalent threat level used by another anti-virus software vendor.<br><br>The measurement begins when a Severity 4 Virus Definition Update or Severity 5 Virus Definition Update is made available by the anti-virus software vendor and ends when the new virus definition update is tested and installed on the Workstation. |
| Measurement | Ending point extracted from the Workstations' installation log |

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| Method | data |
|---|---|
| Measurement Period | Calendar Month |

(D)     Coverage for Emergency Virus Definition Updates

Coverage for Emergency Virus Definition Updates measures the percentage of Workstations connected to the XYZ Network with anti-virus clients that receive new Emergency Virus Definition Updates (as defined below) within the timeframes set forth below.  Coverage for Emergency Virus Definition Updates will be measured in accordance with the table below.

| Coverage for Emergency Virus Definition Updates | |
|---|---|
| Expected Service Level | >= 90% of Workstations connected to the XYZ Network with an anti-virus client receive new Emergency Virus Definition Updates within 12 hours of release, AND >= 95% of Workstations connected to the XYZ Network with an anti-virus client receive new Emergency Virus Definition Updates within 1 Business Day of release, AND >= 99% of Workstations connected to the XYZ Network with an anti-virus client receive new Emergency Virus Definition Updates within 2 Business Days of release. |
| Minimum Service Level | >= 80% of Workstations connected to the XYZ Network with an anti-virus client receive new Emergency Virus Definition Updates within 12 hours of release, AND >= 90% of Workstations connected to the XYZ Network with an anti-virus client receive new Emergency Virus Definition Updates within 1 Business Day of release. |
| Calculation | (number of Workstations connected to the XYZ Network with an anti-virus client receive new Emergency Virus Definition Updates within the applicable timeframes above) / (total number of Workstations connected to the XYZ Network with an anti-virus client) "**Emergency Virus Definition Update**" means urgently distributed virus definition updates within XYZ in response to a severe threat. The measurement begins when an Emergency Virus Definition Update is made available by the anti-virus software vendor and ends when the new virus definition update is tested and installed on the Workstation. |
| Measurement Method | Ending point extracted from the Workstations' installation log data |
| Measurement Period | Calendar month |

(E)     Workstation Firewall Client Installation Coverage

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Workstation Firewall Client Installation Coverage measures the percentage of Workstations managed by Service Provider that have a functional firewall client installed. It is understood by the Parties that Permitted Users who have Laptops with administrative privileges should not be able to uninstall the Firewall Client.

Workstation Firewall Client Installation Coverage will be measured in accordance with the table below.

| Workstation Firewall Client Installation Coverage | |
|---|---|
| Expected Service Level | >= 99% of Workstations managed by Service Provider have functional firewall client installed |
| Minimum Service Level | >= 95% of Workstations managed by Service Provider have functional firewall client installed |
| Calculation | (number of Workstations managed by Service Provider have functional firewall client installed) / (number of Workstations managed by Service Provider)<br><br>A Workstation managed by Service Provider will be deemed to have a functional firewall client installed if the firewall back-end system can communicate with the firewall client on the Workstation, and the Workstation verifies its status as functional. |
| Measurement Method | Compare reports available from firewall back-end system with reports available from other system management tools |
| Measurement Period | Calendar month |

(F)     Laptop Encryption Client Installation Coverage

Laptop Encryption Client Installation Coverage measures the percentage of laptop Workstations that are visible on the XYZ Network by remote management tools that have a functional encryption client installed.

Laptop Encryption Client Installation Coverage will be measured in accordance with the table below.

| Laptop Encryption Client Installation Coverage | |
|---|---|
| Expected Service Level | >= 99% of laptop Workstations that are visible on the XYZ Network have a functional encryption client installed |
| Minimum Service Level | >= 96% of laptop Workstations that are visible on the XYZ Network have a functional encryption client installed |
| Calculation | (number of laptop Workstations that are visible on the XYZ Network have a functional encryption client installed) / (number of laptop Workstations that are visible on the XYZ Network)<br><br>A laptop Workstation will be deemed to have a functional encryption client installed if the client reports to the remote monitoring tool and has a recovery file stored in a corresponding network repository. For purposes of this KPI, laptop Workstations that are on the Exclusion List will be totally excluded from the calculation (from both the numerator and |

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| | denominator). |
|---|---|
| Measurement Method | Software installation remote monitoring tool |
| Measurement Period | Calendar month |

(G)     Software Logistics Resolution

Software Logistics Resolution measures the percentage of Workstations managed by Service Provider that receive and install Software Packages within five (5) days of the availability of such Software Packages.  Software Logistics Resolution will be measured in accordance with the table below.

| Software Logistics Resolution | |
|---|---|
| Expected Service Level | >= 96% of Workstations managed by Service Provider have properly installed the Software Packages within five (5) days of the availability of such Software Packages |
| Minimum Service Level | >= 93% of Workstations managed by Service Provider have properly installed the Software Packages within five (5) days of the availability of such Software Packages |
| Calculation | (number of Workstations managed by Service Provider that have properly installed the Software Packages within five (5) days of the availability of such Software Packages) / (number of Workstations managed by Service Provider)<br><br>The availability of the Software Packages starts when the Software Packages is available in the XYZ dedicated global repository for installation on the Workstations. |
| Measurement Method | Software installation remote monitoring tool |
| Measurement Period | Calendar month |

(H)     Security Patch Logistic Resolution – Very High Priority Patches

Security Patch Logistic Resolution – Very High Priority Patches measures the percentage of Workstations managed by Service Provider that receive and install Tested Very High Priority Security Patches (as defined below) within five (5) days of release.  Security Patch Logistic Resolution – Very High Priority Patches will be measured in accordance with the table below.

| Security Patch Logistic Resolution – Very High Priority Patches | |
|---|---|
| Expected Service Level | >= 95% of Workstations managed by Service Provider have received and installed Tested Very High Priority Security Patches within five (5) days of release |
| Minimum Service Level | >= 93% of Workstations managed by Service Provider have received and installed Tested Very High Priority Security Patches within five (5) days of release |
| Calculation | (number of Workstations managed by Service Provider have received and installed Tested Very High Priority Security Patches within five (5) days of release) / (number of Workstations managed by Service Provider) |

| | |
|---|---|
| | "**Tested Very High Priority Security Patches**" means software Patches designated by XYZ's security team as "very high" priority, that have been tested by Service Provider and released for installation.<br><br>The measurement begins when applicable Security Patch is made available by the security software provider and ends when the Tested Very High Priority Security Patch is tested and installed on the Workstation. |
| Measurement Method | Ending point extracted from the Workstations' installation log data |
| Measurement Period | Calendar month |

(I)     Security Patch Logistic Resolution – High Priority Patches

Security Patch Logistic Resolution – High Priority Patches measures the percentage of Workstations managed by Service Provider that receive and install Tested High Priority Security Patches (as defined below) within ten (10) days of release.  Security Patch Logistic Resolution – High Priority Patches will be measured in accordance with the table below.

| Security Patch Logistic Resolution – High Priority Patches | |
|---|---|
| Expected Service Level | >= 95% of Workstations managed by Service Provider have received and installed Tested High Priority Security Patches within ten (10) days of release |
| Minimum Service Level | >= 93% of Workstations managed by Service Provider have received and installed Tested High Priority Security Patches within ten (10) days of release |
| Calculation | (number of Workstations managed by Service Provider have received and installed Tested High Priority Security Patches within ten (10) days of release) / (number of Workstations managed by Service Provider)<br><br>"**Tested High Priority Security Patches**" means software Patches designated by XYZ's security team as "high" priority that have been tested by Service Provider and released for installation.<br><br>The measurement begins when applicable Security Patch is made available by the security software provider and ends when the Tested High Priority Security Patch is tested and installed on the Workstation. |
| Measurement Method | Ending point extracted from the Workstations' installation log data |
| Measurement Period | Calendar month |

(J)     Security Patch Logistic Resolution – Medium Priority Patches

Security Patch Logistic Resolution – Medium Priority Patches measures the percentage of Workstations managed by Service Provider that receive and install Tested Medium Priority Security Patches (as defined below) within twenty (20) days of release. Security Patch Logistic Resolution – Medium Priority Patches will be measured in accordance with the table below.

| Security Patch Logistic Resolution – Medium Priority Patches | |
|---|---|
| Expected Service Level | >= 95% of Workstations managed by Service Provider have received and installed Tested Medium Priority Security Patches within twenty (20) days of release |
| Minimum Service Level | >= 93% of Workstations managed by Service Provider have received and installed Tested Medium Priority Security Patches within twenty (20) days of release |
| Calculation | (number of Workstations managed by Service Provider have received and installed Tested Medium Priority Security Patches within twenty (20) days of release) / (number of Workstations managed by Service Provider)<br><br>"**Tested Medium Priority Security Patches**" means software Patches designated by XYZ's security team as "medium" priority that have been tested by Service Provider and released for installation.<br><br>The measurement begins when applicable Security Patches is made available by the security software provider and ends when the Tested Medium Priority Security Patch is tested and installed on the Workstation. |
| Measurement Method | Ending point extracted from the Workstations' installation log data |
| Measurement Period | Calendar month |

(K)    Accuracy of Data

Accuracy of Data measures the percentage of all Workstations that have electronic records that contain accurate and complete information related to the following data fields: Workstation ID, Software Application Names, Usage Information of Software Application Names ("**Workstation Data Fields**"). Accuracy of Data will be measured in accordance with the table below.

| Accuracy of Data | |
|---|---|
| Expected Service Level | >= 98% of all Workstations have electronic records that contain accurate and complete information for the Workstation Data Fields |
| Minimum Service Level | >= 96% of all Workstations have electronic records that contain accurate and complete information for the Workstation Data Fields |
| Calculation | (number of all Workstations that have electronic records that contain accurate and complete information for the Workstation Data Fields) / (total number of Workstations managed by Service Provider)<br><br>The measurement occurs one time each Measurement Period on the sixth (6th) Business Day of the month. |

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| Measurement Method | Workstation remote monitoring tool |
|---|---|
| Measurement Period | Calendar month |

(L) License Management Agent Coverage

License Management Agent Coverage measures the percentage of Baseline Workstations (as defined below) that have a functional Authorized License Management Agent (as defined below) installed. License Management Agent Coverage will be measured in accordance with the table below.

| License Management Agent Coverage | |
|---|---|
| Expected Service Level | >= 99% of Baseline Workstations managed by Service Provider that have a functional Authorized License Management Agent installed |
| Minimum Service Level | >= 97% of Baseline Workstations managed by Service Provider that have a functional Authorized License Management Agent installed |
| Calculation | (number of Baseline Workstations managed by Service Provider that have a functional Authorized License Management Agent installed) / (number of Workstations managed by Service Provider)<br><br>"**Baseline Workstations**" means a Workstation on the XYZ Network excluding Workstations that are on the exemption or exclusion lists provided by XYZ. The exemption and exclusion lists are managed and provided by XYZ and contain Workstations that do not have an Authorized License Management Agent installed**.**<br><br>"**Authorized License Management Agent**" means a Tivoli license management agent or another license management software agent expressly approved by XYZ, in writing.<br><br>A Workstation managed by Service Provider will be deemed to have a functional Authorized License Management Agent if the license agent back-end system can communicate with the Authorized License Management Agent, and the Workstation verifies its status as functional. |
| Measurement Method | Compare reports available from license management back-end system with reports available from other system management tools |
| Measurement Period | Calendar month |

(M) IT Equipment Testing

IT Equipment Testing measures the percentage of IT Equipment that are tested within the applicable timeframes below. IT Equipment Testing will be measured in accordance with the table below.

| IT Equipment Testing | |
|---|---|
| Expected Service | >= 95% of IT Equipment tested within Completion Timeframe, as |

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| Level | set forth below: |
|---|---|
| | <table><tr><th>ID</th><th>Type of IT Equipment</th><th>Completion Timeframe</th></tr><tr><td>1</td><td>Desktops and Laptops</td><td>10 Business Days</td></tr><tr><td>2</td><td>Projectors and Monitors</td><td>7 Business Days</td></tr><tr><td>3</td><td>Peripherals</td><td>5 Business Days</td></tr></table> |
| Minimum Service Level | >= 93% of IT Equipment tested within Completion Timeframe, as set forth below |
| Calculation | (number of IT Equipment tested within Completion Timeframe above) / (total number of IT Equipment tested)<br><br>The measurement begins when Service Provider receives a piece of IT Equipment and ends when Service Provider completes initialization testing of such IT Equipment and notifies the applicable Permitted User.  The beginning time when Service Provider receives the IT Equipment and the end time when a Service Desk Agent contacts the Permitted User after completion of initialization testing of the IT Equipment will both be recorded as part of the Ticket. |
| Measurement Method | Per Ticket with a reference number in the TMS |
| Measurement Period | Calendar month |

(N)     Standard Workstation Package Creation

Standard Workstation Package creation is the percentage of Standard Workstation Package orders that are completed within 15 days and at the defined quality.  Standard Workstation Package creation will be measured in accordance with the table below.

| Standard Workstation Package Creation | |
|---|---|
| Expected Service Level | >= 95% of Standard Workstation Package orders completed within 15 days |
| Minimum Service Level | >= 93% of Standard Workstation Package orders completed within 15 days |

| Calculation | (total number of Standard Workstation Package orders – number of Standard Workstation Package orders not completed within 15 days) / (total number of Standard Workstation Package orders)<br><br>The measurement begins when Service Provider receives a Standard Workstation Package order and ends when Service Provider completes the Standard Workstation Package at the defined quality. The beginning time when Service Provider receives the Standard Workstation Package order and the end time when the Standard Workstation Package is completed at the defined quality will both be recorded as part of the Ticket. |
|---|---|
| Measurement Method | Per Ticket with a reference number in the TMS |
| Measurement Period | Calendar month |

(O)    On Time Delivery for Simple Software Package Creation

On Time Delivery for Simple Software Package Creation measures the percentage of Service Requests for the creation of a Simple Software Package that are completed within four (4) Business Days of the opening of the Tickets related to such Service Requests. On Time Delivery for Simple Software Package Creation will be measured in accordance with the table below.

| On Time Delivery for Simple Software Package Creation | |
|---|---|
| Expected Service Level | >= 95% of Service Requests for the creation of Simple Software Packages are completed within 4 Business Days of the opening of the Tickets related to such Service Requests |
| Minimum Service Level | >= 90% of Service Requests for the creation of Simple Software Packages are completed within 4 Business Days of the opening of the Tickets related to such Service Requests |
| Calculation | (number of Service Requests for the creation of Simple Software Packages completed during the Measurement Period and within 4 days of the opening of the Tickets related to such Service Requests) / (total number of Service Requests for the creation of Simple Software Packages completed during the Measurement Period)<br><br>A Service Request for the creation of Simple Software Packages will be deemed complete when the Simple Software Package is made available in the XYZ dedicated global repositories.<br><br>The measurement begins when the Ticket for the Service Request for the creation of Simple Software Packages is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. |
| Measurement Method | Per resolved Ticket for a Service Requests for the creation of Simple Software Packages in the TMS |
| Measurement Period | Calendar month |

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(P)     On Time Delivery for Complex Software Package Creation

On Time Delivery for Complex Software Package Creation measures the percentage of Service Requests for the creation of a Complex Software Package that are completed within 10 Business Days of the opening of the Tickets related to such Service Requests. On Time Delivery for Complex Software Package Creation will be measured in accordance with the table below.

| On Time Delivery for Complex Software Package Creation | |
| --- | --- |
| Expected Service Level | >= 95% of Service Requests for the creation of Complex Software Packages are completed within 10 Business Days of the opening of the Tickets related to such Service Requests |
| Minimum Service Level | >= 90% of Service Requests for the creation of Complex Software Packages are completed within 10 Business Days of the opening of the Tickets related to such Service Requests |
| Calculation | (number of Service Requests for the creation of Complex Software Packages completed during the Measurement Period and within 4 Business Days of the opening of the Tickets related to such Service Requests) / (total number of Service Requests for the creation of Complex Software Packages completed during the Measurement Period)

A Service Request for the creation of Complex Software Packages will be deemed complete when the Complex Software Package is made available in the XYZ dedicated global repositories.

The measurement begins when the Ticket for the Service Request for the creation of Complex Software Packages is created (in draft form or otherwise) and ends when the Ticket is changed to a resolved status. |
| Measurement Method | Per resolved Ticket for a Service Requests for the creation of Complex Software Packages in the TMS |
| Measurement Period | Calendar month |

2.2     Performance Indicators for Workstation Creation and Maintenance

(A)     Anti-virus Client Installation Coverage

Anti-virus Client Installation Coverage measures the percentage of designated servers needing the anti-virus client ("**AV Servers**") that have properly installed and functional anti-virus client solutions that are fully supported by anti-virus client solution vendors. Anti-virus Client Installation Coverage will be measured in accordance with the table below.

| Antivirus Client Installation Coverage | |
| --- | --- |
| Expected Service Level | >= 99% of AV Servers have properly installed and functional anti-virus client solutions. |

| | |
|---|---|
| Minimum Service Level | >= 95% of AV Servers have properly installed and functional anti-virus client solutions. |
| Calculation | (number of AV Servers with properly installed and functional anti-virus client solutions) / (number of AV Servers) |
| Measurement Method | Compare reports available from anti-virus back-end system with reports available from other system management tools (e.g., managed anti-virus client solution installations vs. AV Servers) |
| Measurement Period | Calendar month |

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**EXHIBIT 6-2**

**PERFORMANCE CREDIT ALLOCATION**

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# EXHIBIT 6-2

## PERFORMANCE CREDIT ALLOCATION

| | |
|---|---|
| **Performance Credit Cap - Expressed as a % of the monthly Fees** | **10%** |
| **Pool Percentage - Percentage of the Performance Credit Cap available for allocation** | **300%** |

Exhibit 6-1
Section Reference

| | Performance Category Allocation 200% | | KPI Allocation % | % of Invoice |
|---|---|---|---|---|
| 1 | **Performance Category - Service Desk and On-Site Support** | | | |
| 1.1(A) | First Contact Resolution | | 10.00% | 2.00% |
| 1.1(B)(1) | Dispatch Time for Priority 1 Incident Requests | | 3.00% | 0.60% |
| 1.1(B)(2) | Dispatch Time for Non-Priority 1 Incident Requests | | 2.00% | 0.40% |
| 1.1(C)(1) | Waiting Time for Voice Contacts | | 2.00% | 0.40% |
| 1.1(C)(2) | Initial Response Time for Portal, Email, or Fax Service | | 2.00% | 0.40% |
| 1.1(D)(1) | On Time Delivery for Priority 1 Incidents | | 5.00% | 1.00% |
| 1.1(D)(2) | On Time Delivery for Priority 2 Incidents | | 4.00% | 0.80% |
| 1.1(D)(3) | On Time Delivery for Priority 3 Incidents | | 3.00% | 0.60% |
| 1.1(D)(4) | On Time Delivery for Priority 4 Incidents | | 2.00% | 0.40% |
| 1.1(D)(5) | On Time Delivery for Critical Application Incidents | | 5.00% | 1.00% |
| 1.1(E)(1) | On Time Delivery for Password Reset Requests | | 2.00% | 0.40% |
| 1.1(E)(2) | On Time Delivery for Ultra Priority User Account Management Requests | | 5.00% | 1.00% |
| 1.1(E)(3) | On Time Delivery for High Priority User Account Management Requests | | 4.50% | 0.90% |
| 1.1(E)(4) | On Time Delivery for Medium Priority User Account Management Requests | | 2.00% | 0.40% |
| 1.1(E)(5) | On Time Delivery for Standard Priority User Account Management Requests | | 2.00% | 0.40% |
| 1.1(E)(6) | On Time Delivery for Emergency Deactivation Time for User Accounts | | 2.00% | 0.40% |
| 1.1(F)(1) | Overall On Time Delivery for Defined Service Requests | | 3.00% | 0.60% |
| 1.1(F)(2) | On Time Delivery for Critical Application Defined Service Requests | | 3.50% | 0.70% |
| 1.1(G) | On Time Delivery for VIP Service Requests | | 4.00% | 0.80% |
| 1.1(H) | In-Scope Overdue Requests | | 7.00% | 1.40% |
| 1.1(I) | First Pass Resolution | | 5.00% | 1.00% |
| 1.1(J) | Call Abandonment Rate | | 5.00% | 1.00% |
| 1.1(K) | Permitted User Satisfaction | | 10.00% | 2.00% |
| 1.1(L) | VIP Satisfaction | | 5.00% | 1.00% |
| 1.1(M) | Deactivation for User Accounts | | 2.00% | 0.40% |

| | Performance Category Allocation 100% | | KPI Allocation % | % of Invoice |
|---|---|---|---|---|
| 2 | **Workstation Creation and Maintenance - Performance Category** | | | |
| 2.1(A) | Application Testing | | 4.00% | 0.40% |
| 2.1(B) | Anti-virus Client Installation Coverage | | 5.00% | 0.50% |
| 2.1(C)(1) | Coverage for Severity 1 and 2 Virus Definition Updates | | 10.00% | 1.00% |
| 2.1(C)(2) | Coverage for Severity 3 Virus Definition Updates | | 10.00% | 1.00% |
| 2.1(C)(3) | Coverage for Severity 4 and 5 Virus Definition Updates | | 8.00% | 0.80% |
| 2.1(D) | Coverage for Emergency Virus Definition Updates | | 5.00% | 0.50% |
| 2.1(E) | Workstation Firewall Client Installation Coverage | | 5.00% | 0.50% |
| 2.1(F) | Laptop Encryption Client Installation Coverage | | 5.00% | 0.50% |
| 2.1(G) | Software Logistics Resolution | | 3.00% | 0.30% |
| 2.1(H) | Security Patch Logistic Resolution – Very High Priority Patches | | 10.00% | 1.00% |
| 2.1(I) | Security Patch Logistic Resolution – High Priority Patches | | 7.00% | 0.70% |
| 2.1(J) | Security Patch Logistic Resolution – Medium Priority Patches | | 5.00% | 0.50% |
| 2.1(K) | Accuracy of Data | | 3.00% | 0.30% |
| 2.1(L) | License Management Agent Coverage | | 5.00% | 0.50% |
| 2.1(M) | IT Equipment Testing | | 5.00% | 0.50% |
| 2.1(N) | Standard Workstation Package Creation | | 5.00% | 0.50% |
| 2.1(O) | On Time Delivery for Simple Software Package Creation | | 2.00% | 0.20% |
| 2.1(P) | On Time Delivery for Complex Software Package Creation | | 3.00% | 0.30% |

**APPENDIX 7**

**REPORTS**

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**APPENDIX 7**

**REPORTS**

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## APPENDIX 7

### REPORTS

1.  **GENERAL**

    This Appendix 7 (Reports) sets out detail regarding Service Provider's reporting obligations set out in Section 14.2 of the Main Terms.

2.  **DEFINITIONS**

    Defined terms relating to this Appendix 7 (Reports) are provided in Appendix 1 (Definitions) or in-place where the term is used and have the meanings there given. Other capitalized terms (not defined in-place in this Appendix 7 (Reports) or in Appendix 1 (Definitions)) are defined in another attachment to the Agreement and retain the meanings set out in the relevant definition.

3.  **REPORTING REQUIREMENTS**

3.1 Required Reports.

    (A)  Service Provider will provide the reports set forth in other Appendices, Exhibits and in the Main Terms, including, but not limited to, the Service Level Report as specified in Appendix 6 (Service Levels), the governance reports set forth in Appendix 13 (Governance) and the reports related to the Transition set forth in Appendix 5 (Transition Plan).

    (B)  In addition, Service Provider shall provide the reports specified in Exhibit 7-1 (Report Definitions) in the following service areas:

        (1)  Support Function and Management (Exhibit 7-1 (Report Definitions), Table 7-1-1)

        (2)  Workstation Platform (Exhibit 7-1 (Report Definitions), Table 7-1-2)

        (3)  IT Asset and License Management (Exhibit 7-1 (Report Definitions), Table 7-1-3)

        (4)  Technology and Security (Exhibit 7-1 (Report Definitions), Table 7-1-4)

        (5)  Invoice Supporting Information (Exhibit 7-1 (Report Definitions), Table 7-1-5)

        (6)  Change Management (Exhibit 7-1 (Report Definitions), Table 7-1-6)

    (C)  Service Provider shall provide XYZ with accurate and complete data for performance evaluation. Service Provider shall deliver to XYZ reports in an appropriate format and reasonably sufficient detail such that XYZ and Service Provider can effectively:

        (1)  monitor Service Provider's performance and compliance with Service Levels,

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(2)     manage the delivery of Services and ensure satisfactory performance of each Parties' contractual obligations;

(3)     verify the integrity of data provided by Service Provider, and

(4)     comply with their respective relationship management obligations set forth in Appendix 13 (Governance) to the Main Terms.

(D)     In addition to the Service Level Report, Service Provider will provide additional Service Level reports on an ad-hoc basis, as reasonably requested by XYZ measuring performance against the Service Levels with the following data dimensions:

(1)     Time Period (fiscal year, quarter and month);

(2)     Region (as defined by XYZ);

(3)     Country;

(4)     Site;

(5)     Service Category;

(6)     Service Level Type (KPI or Performance Indicator); and

(7)     Service Level Performance.

For example, upon XYZ's request, Service Provider will provide a finished report containing performance information against all KPIs and Performance Indicators for only the Europe Region (excluding performance in all other regions). In addition to providing the finished reports, Service Provider will provide Raw Data and Refined Data that will allow each KPI and Performance Indicator to be searched, sorted, organized and separately reported in accordance with the data dimensions in this Section 3.1(D).

3.2     General Provisions Applicable to all Reporting.

(A)     Service Provider's costs in collecting and analyzing data and in preparing reports, including changes thereto, is included within the Fees identified in Appendix 12 (Fees) and is not subject to any additional charges, fees or reimbursements. The reports identified in Exhibit 7-1 (Report Definitions) constitute the agreed reports as of the Effective Date. XYZ may at any time during the Term require reasonable additional, ad-hoc reports. Such additional ad-hoc reports will be provided by Service Provider at no additional cost.

(B)     Service Provider shall:

(1)     verify data integrity prior to reporting or making data available to XYZ;

(2)     include in the Procedures Manual an overview of the data integrity processes and procedures in connection with its delivery of Services;

(3)     take action such that all Service Provider Personnel adhere to such processes and procedures;

(4)     implement data integrity processes and procedures such that data reflect:

   (a)     accurate data values;

   (b)     reliable audit trails;

   (c)     accurate data capture and secure management of all data;

   (d)     avoidance of duplicate records; and

   (e)     XYZ's ability to effectively validate the data quality;

(5)     take action such that all reports satisfy the then-current report specifications in <u>Exhibit 7-1</u> (Report Definitions), as reasonably modified from time to time during the Term;

(6)     provide XYZ with the reports set out in <u>Exhibit 7-1</u> (Report Definitions). Each report generated by Service Provider shall:

   (a)     contain with the same title as designated in the "Report Name" column;

   (b)     cover the reporting scope set forth in the "Dimensions" column;

   (c)     be delivered during the timeframes set forth in the "Reporting Cycle" column; and

   (d)     be in format designated in the "Report/Data Delivery Requirements" column;

(7)     make available to XYZ the Raw Data:

   (a)     that covers the reporting scope set forth in the "Dimensions" column;

   (b)     that corresponds to the time periods set forth in the "Reporting Cycle" column; and

   (c)     in a format designated in the "Report/Data Delivery Requirements" column.

(C)     All report data will be provided to XYZ in two (2) forms:

   (a)     raw data captured or generated from: (i) various Systems, data feeds and other data sources from which Service Provider generates the reports (e.g. server logs) and (ii) Service Provider personnel in the course of performing the

Services (e.g. manually generated Incident record information) (collectively, the "**Raw Data**"); and

(b)     Raw Data that has been altered, manipulated, cleaned up or refined by Service Provider to generate reports, provide certain data views or otherwise meet its obligations under this Agreement (e.g. when creating the Service Level Report, excluding certain portions of the Raw Data related to incidents caused by act or omissions of Permitted Users) ("**Refined Data**").

Service Provider agrees to provide the Raw Data and Refined Data for each report specified under this Agreement, where requested by XYZ.  In addition, where the relevant XYZ Provided Tool that is used to report allows real time (or near real time) access to the Raw Data used to generate the reports, Service Provider agrees to provide such real-time (or near real-time) access to XYZ, or will otherwise provide the relevant Raw Data used to generate the reports under this Appendix 7 (Reports) and the Agreement as soon as reasonably practicable following the request from XYZ.

(D)     All reports, Refined Data and Raw Data under this Appendix 7 will be available to XYZ through the Agreement Data Warehouse as specified in Section 2.3 of Appendix 4 (Service Descriptions).

## 4.     SERVICE DELIVERY

4.1     Support Function and Management.

Service Provider shall provide XYZ with the reports and data within the corresponding timeframes set out in Table 7-1-1 in Exhibit 7-1 (Report Definitions).

4.2     Workstation Platform.

Service Provider shall provide XYZ with the reports and data within the corresponding timeframes set out in Table 7-1-2 in Exhibit 7-1 (Report Definitions).

4.3     IT Asset and License Management.

Service Provider shall provide XYZ with the reports and data within the corresponding timeframes set out in Table 7-1-3 in Exhibit 7-1 (Report Definitions).

In addition to the reports listed in Table 7-1-3, Service Provider shall provide XYZ with read-only access to the data  maintained in Service Provider's Asset Management System and License Management System that enables designated XYZ authorized users to generate a number of predefined reports and queries regarding assets and third party licenses.

## 5.     TECHNOLOGY AND SECURITY

Service Provider shall provide XYZ with the reports and data within the corresponding timeframes set out in Table 7-1-4 in Exhibit 7-1 (Report Definitions).

**6. INVOICE SUPPORTING INFORMATION**

Service Provider shall deliver to XYZ with each invoice all supporting documentation in the format and in the time periods set forth in <u>Appendix 12</u> (Fees) and as specified Table 7-1-5 in <u>Exhibit 7-1</u> (Report Definitions).

**7. CHANGE MANAGEMENT**

Service Provider shall provide XYZ with the reports and data within the corresponding timeframes set out in Table 7-1-6 in <u>Exhibit 7-1</u> (Report Definitions).

* * * * *

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**EXHIBIT 7-1**

**REPORT DEFINITIONS**

# EXHIBIT 7-1

## REPORT DEFINITIONS

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**EXHIBIT 7-1**

**REPORT DEFINITIONS**

**DEFINITIONS OF COLUMNS**

REPORT NAME – Description of new or existing report, explanation reporting purpose.

DIMENSIONS – Views on data (e.g., organizational, geographical, time)

METRICS – Measures

REPORTING START – Reporting requirement start date for Service Provider

REPORTING CYCLE (OR AVAILABILITY PERIOD) – Frequency of reporting, data coverage period

REPORT / DATA DELIVERY REQUIREMENTS – Generated report, raw data

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## TABLE 7-1-1

## SUPPORT FUNCTION AND MANAGEMENT

| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| **1. Service Level Reports** | | | | | |
| General Report requirements: | Time: Yearly (grouped per month, 13 rolling months history), Monthly (grouped per day)<br><br>Geographical: Global, Regions, Countries, Sites (Cities, Buildings).<br><br>Organizational: Per business unit at global and Regional levels<br><br>Per IT Product based on criticality | See Service Level definitions<br><br># of logged + solved Tickets (breakdown incidents and service requests, and per service team | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month<br><br>total number of Tickets, logged and solved, OTD, FPR, by IT Product, weekly. | Submitted manual<br><br>Ticket data must be available on-line at least 18 months after closure.<br><br>The ability to run reports relating to transaction details for a period no less than 90 days from the date of the contact interaction.<br><br>in "emergency" case, receive shorter status (E.g. previous week) in those cases where reporting period is monthly. |
| 1.1 First Contact Resolution | Geo: Global / Area / Country / City<br><br>Org: Per Business Unit at Global and Area<br><br>Time: (IT Arrival Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to 'Incident', 'Service Request' or IMAC/D<br><br>• Owner ESP |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| 1.2 Average Dispatch Time (Priority 1 and Non-Priority 1 Incidents) | Geo: Global / Area / Country / City<br><br>Org: Per Business Unit at Global and Area<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to 'Incident' or 'Service Request'<br><br>• Owner GSC Function equal to 'T1. SD' or 'T2. OSS' and assigned outside of the own GSC function |
| 1.3-A Waiting Time for Voice Contacts<br><br>1.3-B Average Response Time (Phone, Email, Self Service Portal and fax service) | Geo: Global / Area / Country Time: Yearly (grouped per month, 13 rolling months history), Monthly (Grouped per day) | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 1.4-A On Time Delivery for Incidents (Priority 1 - Priority 4 and Critical Application Incidents) | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at Global and Area<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to 'Incident'<br><br>• Solver ESP<br><br>By Category |
| 1.4-B On Time Delivery for User Account Management Requests (Password Reset Requests, Ultra Priority - Standard | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at Global and Area | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| Priority User Account Management Requests) | Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | | | | |
| 1.4-C On Time Delivery for Defined Service Requests<br><br>1.4-D On Time Delivery for Critical Application Defined Service Requests<br><br>1.4.E On Time Delivery for VIP Service Requests | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at Global and Area<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to 'Service Request', 'Feedback' or IMAC/D<br><br>• Solver ESP<br><br>By Category |
| 1.5 In-Scope Overdue Requests | Geo: Global / Area / Country / City<br><br>Org: Per Business Unit at Global and Area<br><br>Per Global Support Function, per IT Product<br><br>Time: (Assigned to Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to 'Incident', 'Service Request', 'Feedback' or IMAC/D<br><br>• Assigned to ESP<br><br>By Category |
| 1.6 First Pass Resolution | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the | • Request Type equal to 'Incident', 'Service Request' or IMAC/D<br><br>• Solver ESP |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| | Global and Area<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | | | month | • Request Status = 'Closed' |
| 1.7 Call Abandonment Rate | Geo: Global / Area / Country<br><br>Time: Yearly (grouped per month, 13 rolling months history), Monthly (Grouped per day) | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 1.8 Service Satisfaction (including VIP satisfaction) | Geo: Global / Area / Country / City<br><br>Org: Per Business Unit at Global and Area<br><br>Time: (IT Arrival Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Satisfaction level in surveys performed | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| 1.9 A Deactivation Time for User Accounts<br><br>1.9 B Deactivation Time for Emergency User Accounts | Measures the time between the notification by XYZ to the Service Provider of a security case and the time when the User Account is deleted or deactivated by Service Provider. | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 1.10 Number of Complaints | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at Global and Area<br><br>Per IT Product, per Global Support Function<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to 'Feedback' and Feedback type equal to 'Complaint'<br><br>• Solver ESP |
| 1.11 Average Time to Resolve | Geo: Global / Area / Country / City<br><br>Org: Per Business Unit at Global and Area<br><br>Per Collaborator company, per XYZ IT Product, per Global Support Function<br><br>Time: (IT Arrival Time) Yearly (grouped per month, Rolling previous 13 months), | Average time between Ticket creation and time when the Ticket becomes solved | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Solver ESP<br><br>By Category |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| | Monthly (Grouped per day) | | | | |
| 1.12 A On Time Delivery for Self Service Portal Updates  1.12 B On Time Delivery for Permitted User Communications | | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 1.13 Waiting Time for Instant Messages | | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 1.14 Total Overdue Request | Per Global / Area / Site  Per Global Support Function, per IT Product | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| **2. Service Delivery Overview Reports** | | | | | |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| 2.1 Collaborator Care<br><br>All reports which are listed in section A above, in addition the metrics listed under metrics | Geo: Global / Area / Country / City<br><br>Org: Per Business Unit at Global and Area<br><br>Additionally breakdown per collaborator by Service and Application<br><br>Time: (IT Arrival Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Priority 1 Incidents for Collaborator companies<br><br>Number of Trusted Persons<br><br>Names of Trusted Persons (per company)<br><br>Names of XYZ responsible persons with contact details<br><br>Number of Logged Requests<br><br>Number of Solved Requests | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to 'Incident'  1<br>• Priority = 1<br>• Collaborator is not null |
| 2.2 Categorized IMAC/Ds | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at Global and Area<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Total number of IMAC/Ds and activity groups<br><br>The report sorts and groups by IMAC/D type enabling the breakdown of the IMAC/D activity. Break down for the regions, countries, sites and IMAC/D types. | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • IMAC/D type field is not null<br><br>• Solver ESP<br>By Category |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| 2.3 User Account specific reports | Geo: Global / Area / Site<br><br>Breakdown per criticality (i.e., Mission, Business, Task), Service and Service Request Type | number of password requests, number of password resets, number of accounts created, number of accounts suspended, number of accounts deleted, number of accounts modifications | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Report needs to include raw data (i.e., Ticket numbers) |
| 2.4 Top 20 User Requests | Geo: Global / Area / Country<br><br>Time: Monthly (Rolling previous 13 months), Weekly | Service and Application areas with the top 20 Requests of each week | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 2.5 Number of Logged Tickets | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at Global and Area<br><br>Time: (IT Arrival Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Number of Logged Tickets | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to 'Incident', 'Service Request', 'Feedback' or 'IMAC/D'<br>• Owner ESP<br>By Category |
| 2.6 Number of Solved Tickets | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at Global and Area<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Number of Solved Tickets | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to 'Incident', 'Service Request', 'Feedback' or 'IMAC/D'<br><br>• Solver ESP<br>By Category |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| 2.7 Number of Solved Incidents | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at Global and Area<br><br>Per Incident priority<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Number of Solved Incidents | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to Incident<br><br>• Solver ESP<br>By Category |
| 2.8-A Number of Solved Service Requests<br><br>2.8-B Number of Solved Feedbacks | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at Global and Area<br><br>Per Service Request Type<br><br>Per Feedback Type<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Number of Solved Service Requests | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to Service Request or Feedback<br><br>• Solver ESP<br>By Category |
| 2.9 Service Level failure | Service Level failure, monthly | Amount of Tickets which did not meet Service Level<br><br>Grouped by Missed Reason code, Category, and Ticket type | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| 2.10 Service Points (Options and consumables) | Service Point | Report of given items including following information in separate columns in Excel format: End user cost center, Service Point, Country, Article, Product number, Legal company, End user last name, End User first name, End user XYZ ID, Date of transaction, Category (Options/ Consumable), Count of items given. | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated or manual |
| 2.11 Service Points (Loan items) | Service Point | Report of given items including following information in separate columns in Excel format. Service Point, Article, Model, Serial Number, End User last name, End user first name, End User XYZ ID, Loan start date, Loan return date, loan time in days, other comments. | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated or manual |
| 2.12 Service Points (Stock Reporting) | Service Point | Amount of options and consumables in stock per item per Service Point. Amount of TSS Dongles per service Point Amount of SecurID cards per service Point | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated or manual |
| 2.13 Locations without Service Point (Stock of consumables and Loaning) | Location without Service Point | Same as for Service Point reporting | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated or manual |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| 2.14 Recycle and Disposal | Region, business unit | Number of internal recycled and number of disposed material (and type), storage levels<br><br># of recycled workstations/devices received to the ReDi centres<br># of recycled workstations/devices<br># of disposed workstations/devices<br># of workstations/devices in the storage<br># of "quarantined" workstations/devices | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Ready reports and online query to view Equipment held in the storage |
| 2.15 Percentage of Self-Service Searches Resolved at Self Service Portal | Global, Region, Country, Business Unit, IT Product | % of Permitted Users that recorded a successful resolution of their problem using Self Service Portal | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | The data being captured is subject to the Permitted User recording a positive/negative response |
| 2.16 Percentage of Self-Service Searches Requesting Referral from Self Service Portal | Global, Region, Country, Business Unit, IT Product | % of Permitted Users that requested that their problem be passed to the Service Desk | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| A Number of Self-Service Searches by Class | Global, Region, Country, Business Unit, IT Product | Successfulness of providing of/usage of XYZ content , breakdown per service/application | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| B Unique Users Accessing the Self Service Portal | Global, Region, Country, Business Unit, IT Product | Number of Unique Users Accessing the Search | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| C Users Submitting RMT Requests after Self Service Portal | Global, Region, Country, Business Unit, IT Product | Number of Unique Users Accessing the Search | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| D Used Keywords in Self Service Portal | Global, Region, Country, Business Unit, IT Product | List of keywords used | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |

| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| 2.17 Service Deployment Reports | Time: Yearly (grouped per month, 13 rolling months history), Monthly (grouped per day)<br><br>Geographical: Global, Regions, Countries, Sites (Cities, Buildings).<br><br>Organizational: Per business unit at global and Regional levels | Number of completed service deployments according to target times per Area, Site, IT Product<br><br>Pending service deployments per Area, Site, IT Product<br><br>Reviewed Service Support Documentation per IT Product<br><br>Participation rate to trainings<br><br>Completed Webcasts per Site | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |

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| | | | | |
|---|---|---|---|---|
| 2.18 Number of Permitted Users | Geo: Global / Area / Country / Site<br><br>Org: Per Business Unit at Global and Area<br><br>Time: Yearly (grouped per month, 13 rolling months history), Monthly | Number of Permitted Users per Country / Area / Site | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month |
| 2.19 Number of Tickets per Permitted User | Geo: Global / Area / Country / City / Building<br><br>Org: Per Business Unit at Global and Area<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Number of Tickets per Permitted User, per Global Support Function and per IT Product | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month |
| 2.20 Resource and Subcontractor Reports | Geo: Global / Area / Country / City / Building<br><br>Time: Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day), Weekly, Daily | Number of Service Provider Personnel<br><br>Names of Service Provider Personnel<br><br>Active User Accounts per Persons<br><br>Physical access rights per Persons<br><br>Number of Service Provider Subcontractors<br><br>Company names of Subcontractors | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month |

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| 2.21 Problem Management Reports | Geo: Global / Area / Country / City / Building<br><br>Per IT Product<br><br>Time: Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Number of incidents classified as problems/all incidents<br><br>Number of requests classified as problems by Service Desk and On-site Support<br><br>Number of problems opened and solved per IT Product<br><br>Number of open problems by status and per IT Product<br><br>Average problem resolution time<br><br>Trend analysis (Yearly, monthly)<br><br>Root cause analysis of Service Level failures<br><br>Usage of Service Request web templates<br><br>Cost of problem resolution, monthly | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
|---|---|---|---|---|---|
| 2.22 Service Satisfaction Reports | Geo: Global / Area / Country / City<br><br>Org: Per Business Unit at Global and Area<br><br>Time: Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Customer satisfaction attainment<br><br>Rating distribution<br><br>Customer satisfaction response rate<br><br>Number of unsolicited feedback per Global Support | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |

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| | | Function<br><br>Results and service improvement plan based on Executive Surveys and Interviews | | | |
|---|---|---|---|---|---|
| 2.23 Service Improvement Reports | Geo: Global / Area / Country / City<br><br>Org: Per Business Unit at Global and Area<br><br>Time: Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | Results and action plan<br><br>Description<br>Source<br>Status<br>Classification (Service Level, process, service culture, survey results, preventative problem avoidance)<br>Impact<br>Benefit<br>Success Criteria<br>Date opened<br>Target completion date | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 2.24 XYZ IT OTD | Geo: Global / Area / Country / City<br><br>IT Product, Global Support Function<br><br>Time: (Solved Time) Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | OTD per XYZ IT Product | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 2.25 Number of Feedbacks | Geo: Global / Area – Additionally, Country / City<br><br>Org: Per Business Unit at Global and Area | Measures the number of Feedbacks received from Permitted Users related to Support Services, Global Support Functions and XYZ IT Products. | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | • Request Type equal to 'Feedback' |

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| | Per Global Support Function<br><br>Per XYZ IT Product<br><br>Time: Yearly (grouped per month, Rolling previous 13 months), Monthly (Grouped per day) | | | |
|---|---|---|---|---|

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**TABLE 7-1-2**

**WORKSTATION PLATFORM**

| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| **1. Service Level Reports for Workstation Platform Creation** | | | | | |
| General Report requirements: | Global, per Region. Additionally Country on a required basis, Monthly (with 6 month rolling) Organizational: Per business unit at global and Regional levels | Service Level metric descriptions | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |
| 1.1 Application Testing | Yearly (grouped per month, Rolling previous 13 months) | As defined in Exhibit 6.1 (Service Level Definitions)Total figures | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| | | | | | |
| 1.2 Antivirus Client Installation Coverage | Yearly (grouped per month, Rolling previous 13 months) | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 1.3 Coverage for Definition Updates (Severity 1 - 5 and Emergency) | Yearly (grouped per month, Rolling previous 13 months) | As defined in Exhibit 6.1 (Service Level Definitions)  Total figures | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| | | | | | |
| 1.4 Workstation Firewall Client Installation Coverage | Yearly (grouped per month, Rolling previous 13 months) | As defined in Exhibit 6.1 (Service Level Definitions) Total figures | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day | |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| | | | | of the month | |
| 1.5 Laptop Encryption Client Installation Coverage | Yearly (grouped per month, Rolling previous 13 months) | As defined in Exhibit 6.1 (Service Level Definitions) Total figures | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 1.6 Software Logistics Resolution | Software Packages | As defined in Exhibit 6.1 (Service Level Definitions) Total figures | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Per Software package |
| 1.7 Security Patches Logistic Resolution (Very High and Medium) | Security patches | • As defined in Exhibit 6.1 (Service Level Definitions)  Total figures | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Per Software package |
| 1.8 Accuracy of the Data | Yearly (grouped per month, Rolling previous 13 months) | As defined in Exhibit 6.1 (Service Level Definitions) Total figures | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 1.9 License Management Agent Coverage | Yearly (grouped per month, Rolling previous 13 months) | As defined in Exhibit 6.1 (Service Level Definitions) Total figures | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 1.10 IT Equipment Testing | Yearly (grouped per month, | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report on new activities (overview) |
| 1.11 Standard Workstation Package Creation | Yearly | | | | Generated report on new activities (overview) |
| 1.12 On Time Delivery for Software Package Creation (Simple and | Yearly (grouped per month, | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report on new activities (overview) |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| Complex) | | | | | |
| 1.13 Anti-Virus Client Installation Coverage | Yearly (grouped per month, Rolling previous 13 months) | As defined in Exhibit 6.1 (Service Level Definitions) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report on new activities (overview) |
| **2. Management Reports** | | | | | |
| 2.1 Application compatibility testing | Per application, and as a total | Compliant XYZ operating environment standard (e.g. Window XP) tested yes/no, status of test procedure (knowledge base) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Online data access, Generated report on new activities (overview) |
| 2.2 Software Packaging (including Software Distribution) | As a total | Service Level based: Software Packaging time, Software Package exist y/n, Systems Management profile exist y/n (for decision making on ordering new Software – procurement), order and Software Packaging status (including hot fixes) Creation date (per package), end of life date (per package), Date of last package execution, Total no. Distributions (per package), <br><br> Nr of packages (new and updated (complex, medium, simple)) provided, Allowed remaining nr | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Online data access, Generated report on new activities (overview) <br><br> Generated report on total number of packages created <br><br> (DB must exist the file size of the package to be checked when needed, no report required) |
| 2.3 Antivirus | As a total, global, Region | Service Level based: Update of definitions; Client Software installations; Workstation Firewall, laptop | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report on new activities (overview) |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| | | encryption Software installations | | | |
| 2.4 Security patches logistics | As a total, global, Region | Service Level based<br><br>Total no. patches per month, Total no, installations per patch | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report on new activities (overview) |
| **3. Security** | Per Workstation, linked with IP address, Region, Site | Antivirus definition date, recent virus Incident log and latest actions taken by user on Incidents, Latest Workstation Firewall attack alerts Summary level needed also for all the items below (2. security) | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |
| | Per Workstation | Antivirus client version | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |
| | Per Workstation | Live update version | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |
| | Per Workstation | Workstation Firewall version | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |
| | Per Workstation | Encryption (Yes/No) | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |
| | Per Workstation | Logon user name | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |
| | Per Workstation | Installed service packs and hot fixes | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| | Per Workstation | Resource domain for the computer account | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |
| | Per Workstation | Virus Incident per Workstation i.e. virus name, Workstation name, user, antivirus server, time stamp | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |
| | Per Workstation | Antivirus client running or not | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |
| | Per Workstation | Workstation Firewall running or not | Service Commencement Date | Daily | Access to Tool for query, 6 months historical data |
| | Per Workstation | Workstation Firewall attack alerts | Service Commencement  Date | Daily | (Semi) Real-time |
| PointSec call report/ PW reset report | | Date:Time:Name: XYZ ID:User ID:Location: Authentication: Reason For call:                 Additional Information: | Service Commencement Date | Daily | |
| 4. Workstation statistic | Per Workstation, Region, country, Site | Computer name, Username, XYZ ID, OS, Logon Time, Description, Cost Centre, Last Name, First Name, E-Mail | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Subject to any reporting restrictions of the relevant XYZ provided Tool (if applicable). |
| | Per Workstation | Description field (active directory Workstation account description), user name | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| | Per Workstation | Last logon time, user name | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| | Per Workstation | Installed Software packages/applications, user name | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day | |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| | | Installed workstation platform package | | of the month | |
| | Per Workstation | Supplier and model (e.g. IBM T42), user name | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| | Specific overview of installed Software<br><br>License Pool QPR, Adobe and MS Project or any other applicable License Pool based application. | user Name, Workstation Name, Workstation location<br><br>e-mail address, XYZ ID, cost centre, scan time, AREA, SW name, SW version, installed name and installed size | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| **5. Compliance to standard** | Per Workstation, business unit, Region, country, Site | Operating system, user name | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Subject to any reporting restrictions of the relevant XYZ provided Tool (if applicable). |
| | Per Workstation, business unit, Region, country, Site | Operating system package version | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| | Per Workstation, business unit, Region, country, Site | Processor Speed | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| Asset Management, major upgrades | Per Workstation, business unit, Region, country, Site | Memory size | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| | Per Workstation, business unit, Region, country, Site | Disk size | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| | Per Workstation, business unit, Region, country, Site | Disk free | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| Hardware | List of standard HW models (both new and old that are in use) with the packages for each of the HW std's. | | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| Remote managed client | List of workstations where Software distribution is not allowed via remote management system (= approved exclusions), including persons responsible for the software installations to these workstations. | | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |

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## IT ASSET AND LICENSE MANAGEMENT

| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| Service Level Reports for IT Asset Management | Global, Region<br><br>Organizational:<br>Per business unit at global and Regional levels | Service Level definitions see separate section | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |
| Service Level Reports for License Management | Global, Region<br><br>Organizational:<br>Per business unit at global and Regional levels | Service Level definitions see separate section | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |
| License Management Agents Coverage | Global, Region, country, site | Service Level definitions see separate section | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Access to query Tool |
| IT Asset Management Service reports | User, Cost centre, local country, Region and global level | List of in scope Workstation assets | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Access to query Tool |
| License Management Service reports | Cost centre, local country, Region and global level | Actual Software installation across the enterprise | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Access to query Tool |
|  | Cost centre, local country, Region and global level | Identification of licenses that are used outside the technically measurable terms of Software licenses (Compliance or non-compliance) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Access to query Tool |
|  | Cost centre, local country, | List of licensed (either free | Service | Ready reports: Monthly, | Access to query Tool |

| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| | Region and global level | or under a license agreement) and unlicensed Software | Commencement Date | delivered on or before the end of the 5th Business Day of the month | |
| Software usage reports | License pool information: enterprise licenses, Software that needs own license, non standard Software, Software inventory data, including terminal name, Logon ID, and Operating System<br><br>Software version grouping: all independent Software that has common license for more than one version should be grouped as one<br><br>User grouping: filtering; one user has more than one office terminal or one terminal has more than one user | List of installed applications vs. licenses<br><br>Level of usage<br><br>Software usage trend analysis | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Access to query Tool |

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# TABLE 7-1-4

# TECHNOLOGY AND SECURITY

| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| **1. Security Status Summary Reports** | Global | Executive overview on incidents (analysis), risk assessment, vulnerability defence status, investigation status, and audits | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |
| 1.1 Security Risk Assessment Reports | As defined by Security Council | As defined by Security Council | Service Commencement Date | Quarterly | Generated report |
| 1.2 Security Audit Reports | As defined by Security Council | plan, schedule, progress, individual assessment reports | Service Commencement Date | At minimum 3 times a year, prior to Security Council meeting | Generated report |
| 1.3 Security Incident Statistics | Severity, type of Incident, trends, impact<br><br>Global, Region. On demand (e.g. for physical incidents) by country and site | Number of incidents, Time to solve, impact | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |
| 1.4 Security Incident Final Reports / incident | Global | For major incidents detailed root cause, action plan and progress | Service Commencement Date | As soon as reasonably practicable at the end of Incident analysis | Service Provider will provide a single report at the end of incident response actions. Encrypted to NIRT |
| 1.5 Security Incident Status Report / incident | Global | Status, plan and progress | Service Commencement Date | On XYZ's request | Service Provider will provide a status report during the incident. Encrypted to NIRT |
| 1.6 Vulnerability Status Reports | Global, Region, subcomponents of Terminal Products (IT Products, applications, servers, clients) | Percentage of systems covered by vulnerability management process, Number of open and closed vulnerabilities, action plan and | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| | | progress. This includes also software versions for which there is no vendor support. | | | |
| 1.7 Investigation Status Reports per investigation | As defined in XYZ Corporate Security | Status, plan and progress | Service Commencement Date | Information is available upon XYZ's request | Service Provider will provide a status report during the investigation. Encrypted to XYZ Corporate Security |
| 1.8 Investigation Final Reports per investigation | As defined in XYZ Corporate Security | As defined in XYZ Corporate Security | Service Commencement Date | As soon as reasonably practicable at the end of investigation | Service Provider will provide a single report at the end of investigation. Encrypted to XYZ Corporate Security |
| 1.9 Upgrade progress concerning security related upgrades (patches, other mitigating actions) | Global, Region, Priority patch | Amount and readiness %, estimated completion time, completion time | Service Commencement Date | Weekly | Generated report |
| 1.10 High priority upgrade progress concerning security related upgrades (patches, other mitigating actions) | Global, Region, Priority patch | Amount and readiness %, estimated completion time, completion time | Service Commencement Date | Service Provider will work closely to ensure that XYZ is informed of the progress of the situation as required. | real time status |
| 1.11 Report of Service Provider Personnel Having Access to XYZ Systems | Per system, access privileges, access granting date, access removal date (including accesses added or removed since previous report), changes in privileges, changes since last report | List of id's per system and access level | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Automatic generated report |
| 1.12 Report of persons having local administrator access to his own workstation | Global, Region, Country | Person, workstation | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report from system management information |
| 1.13 Virus incidents | Monthly, rolling 13 months | Number of virus incidents / | Service | Ready reports: Monthly, | Generated report and ability to |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| reports for both Workstations and servers | Global, Region, country | virus, attempts to infect/virus, infections/virus | Commencement Date | delivered on or before the end of the 5th Business Day of the month | query real time status |
| | Global, Region, country | Coverage % of installed up-to-date and compliant Workstation Firewall Software | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report and ability to query real time status |
| | Global, Region, country | Coverage % of up-to-date and compliant installed Anti Virus Software | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report and ability to query real time status |
| | Global, Region, country | Coverage % of up-to-date and compliant installed encryption | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report and ability to query real time status |
| | Global, Region, country | Coverage % of up-to-date and compliant installed remote management clients | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report and ability to query real time status |
| | Application, Operating System, Global, Region, country | List of planned/ installed security updates. This includes software for which there is no vendor support. | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report and ability to query real time status |
| | Global, Region, Country, Operating System | Virus/worm warnings last month, actions done based on severity, Virus/worm top 5 (including amount of infected Workstation by virus/worm, number of infection attempts) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report and ability to query real time status |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| 1.14 Service Provider provided Tool Availability and Performance | for all Service Provider provided Tools used to measure the Service Levels Region: distributed Systems<br><br>Global: all others: | monthly actual availability value with trend (show 12 most recent months, if applicable) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | To be provided as part of the MMP |
| 1.15 Database back up/retention success for Service Provider system | for all Service Provider provided Tools used to measure the Service Levels Region: distributed Systems<br><br>Global: all others: | significant unrecoverable exceptions in performing daily/weekly/monthly/yearly backup | Service Commencement Date | On request basis for auditing, | Generated report |
| 1.16 Unauthorized software – general status | Global, Region, Country, classification (banned, non-standard,..) | Software name, number of installations | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |
| 1.17 Unauthorized software – detailed status | Global, Region, Country, classification (banned, non-standard,..) | Software name, person, workstation | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |
| 1.18 Non-standard workstations (not official XYZ package) | Global, Region, Country | Person, Workstation, Site | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | |
| 1.19 Number of resets of passwords, SecurID or other access credentials | | | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |

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| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery Requirements |
|---|---|---|---|---|---|
| 1.20 Report of created, deleted, modified accounts | Global | Number of new/deleted/reset accounts/system | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |
| 1.21 Health-checking reports/baseline reports | | Number of devices with deviations, details of the deviations | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |
| 1.22 Security Log Summary Report | | Trends of selected events (for example failed logins to SP Systems and XYZ Systems) | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report |
| 1.23 Report of network connections between XYZ Sec Domains and SP Sec Domain | | IP addresses, node names, ports, reason, changes since last month | Service Commencement Date | Ready reports: Monthly, delivered on or before the end of the 5th Business Day of the month | Generated report with explanation of changes |

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# TABLE 7-1-5

## INVOICE SUPPORTING INFORMATION

| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery requirements |
|---|---|---|---|---|---|
| Invoice | Global, Region, country, IT Product, User (when applicable) | Breakdown per IT Product, Country and pricing parameters<br>• Total<br>• Change per month<br>• X Months history and forecast | Service Commencement Date | With each invoice submitted in accordance with Appendix 12 | |
| Invoice | Global, Region, country | Summary total costs based on actuals, where relevant comprising of:<br>• IMAC/Ds,<br>• number of Tickets,<br>• Performance Credits,<br>• number of Permitted Users by class,<br>• price per Service by class,<br>• number of new Software Packages | Service Commencement Date | With each invoice submitted in accordance with Appendix 12 | |
| Pricing (global + additional local invoices) | Global, Region, country | Total cost actuals<br><br>For invoice supporting data, breakdown per country local fees and local country share of global fees. | Service Commencement Date | With each invoice submitted in accordance with Appendix 12 | |

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**TABLE 7-1-6**

**CHANGE MANAGEMENT**

| Report Name | Dimensions | Metrics | Reporting Start | Reporting Cycle (or Availability Period) | Report/ Data Delivery requirements |
|---|---|---|---|---|---|
| Pricing performance | Request ID, IT Product, Location | Pricing on time delivery for service change requests | Service Commencement Date | Weekly | Report for the week shall be available in the reporting portal by following week's Tuesday. Graphical summary showing trend, average and deviation. |
| Implementation performance | Request ID, IT Product, Location | Implementation on time delivery for service change requests | Service Commencement Date | Weekly | Report for the week shall be available in the reporting portal by following week's Tuesday. Graphical summary showing trend, average and deviation. |
| Change Management performance | Request ID, IT Product, Location | End to end performance for service change requests, showing customer experience | Service Commencement Date | Weekly | Report for the week shall be available in the reporting portal by following week's Tuesday. Graphical summary showing trend, average and deviation. |

**\* \* \* \* \***

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**APPENDIX 8**

**TECHNOLOGY, ARCHITECTURE AND SECURITY**

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# APPENDIX 8

# TECHNOLOGY, ARCHITECTURE AND SECURITY

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## List of Exhibits

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## APPENDIX 8

## TECHNOLOGY, ARCHITECTURE AND SECURITY

### 1.  SCOPE

This Appendix 8 (Technology, Architecture and Security) sets forth the key requirements regarding the technology, architecture and security related to the Services.  This Appendix 8 (Technology, Architecture and Security) shall serve as a guideline to structure and frame the technology, architecture and security-related services that Service Provider will develop and provide under this Agreement.  Subject to the Main Terms, all services and activities performed by Service Provider shall comply with the policies and standards set forth in this Appendix 8 (Technology, Architecture and Security).  Detailed information about the principles, domain structures, requirements, and expected services are specified in the Exhibits to this Appendix 8 (Technology, Architecture and Security).

### 2.  DEFINITIONS

2.1     General.

Capitalized terms used in this Appendix have the meanings either set forth elsewhere in the Agreement (including all Appendices and Exhibits thereto), or set forth in-place in the context in which they are used.

### 3.  TECHNOLOGY ARCHITECTURE REQUIREMENTS

3.1     General.

(A)     Service Provider shall participate in development and maintenance of the technology architecture as described in Appendix 4 (Service Descriptions) and its Exhibits. In doing so, Service Provider shall follow the architectural principles, guidelines, standards and processes as set forth herein.

(B)     Further Service Provider shall conform to the framework and principles set forth in the XYZ enterprise architecture in respect to the technology architecture.

(C)     Enterprise architecture as well as technology architecture will, in general, be developed in accordance with the Togaf Standard architecture framework.

(D)     The current state of the technology architecture including a description of the technology domains is set forth in Exhibit 8-1 (Technical Reference Model and Technology Domains).

(E)     Part of the technology architecture consists of a catalogue of standardized technology components, which will be jointly maintained using a governance process.  Service Provider shall strictly follow XYZ's strategic directions and the standardized processes in all offerings.

(F)     A current high-level version of the standards and strategic directions are set forth in Exhibit 8-2 (Technology Standards and Roadmaps).

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## 4.  QUALITY REQUIREMENTS

4.1  Introduction.

(A)   The Parties will collaborate to design and create Solutions that meet the quality requirements set forth herein.  Specifically, the focus is on providing the maximum agility and flexibility within reasonable costs, while improving upon the definition of XYZ's business requirements and maturing the standard Solutions.  The implementation of these design goals will be followed by a joint architectural approval process for Service and Solution design in accordance with Appendix 13 (Governance).

(B)   Achievement of these design goals will be measured or audited on a regular basis in accordance with the Agreement.

(C)   More specific details on the current requirements are defined in the Main Terms and the Appendices to the Agreement.  Details on the measurements are defined in Appendix 6 (Service Levels).

4.2  Availability.

The Services shall be delivered in defined availability classes. Within these availability classes are defined the expected level of:

(A)   Reliability: Tolerance to component failures up to site outage;

(B)   Serviceability: Ability to apply fixes without Service disruption;

(C)   Performance: Meeting service-specific defined performance criteria; and

(D)   Recoverability: Restoring the Service within a defined timeframe, even after catastrophic failures.

4.3  Security.

(A)   The Services shall be delivered with a consistent high-level of security.

(B)   Service Provider will follow all XYZ Security Policies and Standards provided to Service Provider by XYZ. These include:

(1)   Premises Security: Rules for all Service Provider Personnel working in XYZ Facilities and defined minimal requirements for hosting environments;

(2)   Information Security: Policies to protect XYZ's assets and the XYZ Information when accessed, processed or transmitted by Service Provider. These include rules and measures that must be enforced within defined Security Domains and for numerous processes (e.g. administration and identity management);

(3)   Data Protection and Privacy: Policies to meet or exceed the legal requirements for data processing; and

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(4)     The security policies and standards set forth in <u>Exhibit 8-4</u> (Security Policies and Standards).

(C)     Service Provider will also ensure that all Service Provider Personnel are aware of the XYZ Security Policies and Standards applicable to their respective environments and duties. Such awareness will be measured on a regular basis in accordance with the Agreement.

(D)     Details about the current scope of security services are set forth in Section 5 of this <u>Appendix 8</u> (Technology, Architecture and Security).

(E)     Details about the existing standards and policies are set forth in Section 6 of this <u>Appendix 8</u> (Technology, Architecture and Security), in <u>Exhibit 8-4</u> (Security Policies and Standards), in <u>Appendix 16</u> (Data Protection), and in the Agreement.

4.4     <u>Adaptability.</u>

The Services shall be adaptable to changing and new requirements. The Services shall be designed and provided with potential future changes in mind, including the following features:

(A)     Scalability: Ability to adapt to changes in volume and criticality (both increase and decrease);

(B)     Extensibility: Ability to integrate additional functionality without disruptive compatibility problems;

(C)     Portability: Ability to enable Service deployments to migrate between locations, (hardware) platforms and potentially service providers; and

(D)     Interoperability: Ability to support integration of services from different environments and providers.

4.5     <u>Manageability.</u>

All Services shall be designed to support a maximum degree of manageability. Therefore, the Solutions are required to deliver information about the Services both at run time and at a later time. Also, the Solutions are required to allow performance of controlling actions on the Services during run time.

4.6     <u>Other Quality Requirements.</u>

The Services shall be designed and delivered to support the following:

(A)     Minimized energy consumption and carbon footprint; and

(B)     Compliance with industry standards and best practices whenever feasible and not in conflict with other requirements specified by XYZ, including:

(1)     ITILv3 / ISO 20000 for service processes;

(2)     TIA942 for DC network infrastructure; and

(3)     ISF standard of good practices for Information Security (March 2007).

Service Provider will proactively provide information about relevant standards and best practices.

Concrete deployment or changes to current procedures are subject to mutual agreement in accordance with Appendix 13 (Governance).

## 5.  SECURITY SERVICES

5.1     Introduction.

XYZ (and its designated subcontractor for security services) and its Affiliates shall have the right to passively and actively monitor and scan the IT infrastructure in the Service Provider XYZ Dedicated Security Domain using IT-security related functions and activities.  Service Provider shall provide XYZ full near-real-time access (to the extent technically possible) to all correlated and raw security event data from relevant log sources designated by XYZ from time to time in the IT infrastructure.

XYZ shall have the right to deploy components required to collect the security event data, within the IT Infrastructure in the Service Provider XYZ Dedicated Security Domain only.  Service Provider will on a continuous basis provide hosting and connectivity services for these devices.

Service Provider shall comply with the processes set forth below in Sections 5.2 to 5.7 to take action to remedy any security threats, Incidents or vulnerabilities.

Service Provider shall ensure that all security-related services are fully functional with respect to the Services provided by Service Provider.  Service Provider shall also ensure that the necessary technical and non-technical resources are available to meet these requirements.  These security functions and activities include, but are not limited to, those set forth in Section 5 of this Appendix 8 (Technology, Architecture and Security).

5.2     Security Event Management.

(A)     XYZ shall have the right to monitor, analyze and correlate any and all security events in the IT infrastructure within the Service Provider XYZ Dedicated Security Domain.

(B)     XYZ shall have the right to deploy intrusion detection or prevention devices, management servers and other devices and components to Service Provider's premises and networks within the Service Provider XYZ Dedicated Security Domain.  Service Provider will on a continuous basis provide hosting and connectivity services for these devices.

(C)     For devices providing dedicated Service to XYZ, Service Provider shall provide:

(1)     log and network traffic real-time feed(s) to the XYZ Security Event Management System;

(2)     agreed online, system-to-system access to the other Security Event Records of the Service Provider XYZ Systems; and

(3)     access to the Security Event Records of Service Provider Systems used for provision of services to other customers of the Service Provider insofar as they are relevant to the XYZ account, through a mutually agreed arrangement.

XYZ shall retain ownership of all Security Event Records related to the Services provided using XYZ's assets, and of all XYZ-related Security Event Records on the Service Provider's assets that are used to deliver Services to XYZ.

5.3     Vulnerability Scanning.

(A)     XYZ shall have the right to perform scheduled and ad-hoc vulnerability scans  (e.g., OS, application, web) in the IT infrastructure in addition to any vulnerability management activities undertaken by the Service Provider, for the IT infrastructure within the Service Provider XYZ Dedicated Security Domain.

(B)     XYZ shall have the right to deploy vulnerability scanners devices (e.g., OS, application, web), management servers and other devices and components to Service Provider's premises and networks. Service Provider will on a continuous basis provide hosting and connectivity services for these devices.

5.4     Log Management Service.

(A)     Service Provider shall provide integration into XYZ's log management solution. This integration shall include, but is not limited to, log data gathering and integration of new log source service expansions to existing and new IT services in the Service Provider XYZ Dedicated Security Domain.

(B)     XYZ shall have the right to deploy various log event collectors, management servers and other devices and components to Service Provider's IT infrastructure in the Service Provider XYZ Dedicated Security Domain and networks.  Service Provider will on a continuous basis provide hosting and connectivity services for these devices.

(C)     The event sources contain, but are not limited to:

(1)     the devices authorizing and controlling access to the XYZ Security Domain;

(2)     the devices authorizing and controlling access to the Service Provider XYZ Dedicated Security Domain;

(3)     Service Provider Systems in the Service Provider Shared Resource Security Domain providing Services to XYZ; and

(4)     any devices and hosts managed by Service Provider for XYZ to provide services to XYZ;

5.5     Threat and Vulnerability Management.

Service Provider agrees to implement and manage a proactive vulnerability management process and the remote distribution of all patches released by software vendors related to the XYZ implemented operating systems, applications or services (collectively, the "**Patches**"). Service Provider agrees to implement and manage the Patches in such a manner as to effectively eliminate operating system vulnerabilities, resulting in a secure and reliable IT environment for XYZ. Patch management Services include, and Service Provider will perform, the following tasks:

- Monitor actively, at all times and comprehensively threats and vulnerabilities related to XYZ-implemented operating systems, applications or services and start the patching process whenever needed without delay;

- Pre-testing of all Patches;

- Use the XYZ-approved Patch management solution to automatically and remotely distribute and install all Patches;

- Inform XYZ of any applicable security or other vulnerability for each Patch with detailed information;

- In addition to the above, upon receiving notice from XYZ that a critical vulnerability exists, Service Provider will immediately take steps to release the applicable Patch to address and minimize such vulnerability; and

- Upon XYZ approval, make the Patch available for immediate distribution to all applicable components that have the applicable Software.

5.6     Security Incident Response.

Service Provider shall identify confirmed and likely Incidents caused by security threats. Service Provider's responsibilities shall include, but are not limited to:

(A)     Providing competent and comprehensive 24/7 security functions to support the Security Incident Response Process and collaborate with the XYZ Security Incident Response Team or XYZ SOC (Security Operation Center);

(B)     Following the Security Incident Response Process or as specified by XYZ;

(C)     Performing tasks as required by the XYZ Security Incident Response Team (e.g., running Incident response toolkits to collect information related to the Incident or creating copies of media);

(D)     Supporting the XYZ Security Incident Response Team during the Incident response phase to efficiently resolve a security Incident by providing relevant data collected by Service Provider (e.g., related log data and event information), recommended mitigation actions, and other relevant information;

(E)     Being available via phone and email to support the XYZ Security Incident Response Team with appropriately qualified and knowledgeable security

professionals during the time required to fully resolve a security Incident at any time; and

(F)　Working directly with other Collaborators and service providers to identify, confirm and resolve security Incidents in accordance with the Security Incident Response Process or as specified by XYZ.

5.7　Investigations.

(A)　Service Provider and XYZ will, for any investigation involving the Software, Equipment, Services and Service Provider Personnel:

(1)　provide mutual support in internal investigations;

(2)　implement jointly-agreed processes and provide the contact points to assure effective, professional and prompt response and cooperation; and

(3)　respond to investigation requests in a timely and professional manner.

(B)　Service Provider will, for any investigation activities related to XYZ:

(1)　inform XYZ regularly and upon XYZ's request on the progress and status of each investigation;

(2)　report the result of each investigation without undue delay, not to exceed one (1) Business Day from the time the investigation is fully completed;

(3)　inform XYZ within an agreed timeline about Service Provider initiated investigations concerning any Incident relating to Services or any Incident involving Service Provider Personnel providing Services;

(4)　inform XYZ on cases where Service Provider notifies or plans to notify law enforcement authorities of suspected criminal activity;

(5)　permit only XYZ to handle any publicity or other media communications concerning security Incidents, unless otherwise authorized by XYZ on a case-by-case basis;

(6)　upon request, deliver to XYZ the information regarding any security breaches or Incidents relating in any way to Services provided to XYZ in the XYZ Environment or at XYZ Facilities, as well as in the Service Provider Security Domain; and

(7)　cooperate with XYZ, its Affiliates, and their Collaborators during investigations of any security breaches or Incidents related to the XYZ Environment.

## 6.   SECURITY REQUIREMENTS

6.1   Introduction.

Service Provider shall comply with the XYZ Security Policies and Standards provided to Service Provider in writing by XYZ, including those set forth in this Section 6, as it designs and provides the Services.

6.2   Security Training and Awareness.

Service Provider will ensure all Service Provider Personnel attend periodic IT security training programs (as designated by Service Provider) using XYZ-approved training materials, at Service Provider's expense. Service Provider will be solely responsible for ensuring that Service Provider Personnel comply with Service Provider's security policies and standards.

6.3   Premises Security.

(A)   General

(1)   Service Provider is responsible for Service Provider Personnel adhering to XYZ's physical security controls when providing Services in XYZ Facilities. The requirements set forth in this Section 6 apply to all Service Provider Personnel and are in addition to those set forth in Appendix 18 (Service Provider Use of XYZ Facilities).  Service Provider shall ensure that its Affiliates, the Approved Subcontractors, and the Service Provider Personnel follow and comply with the XYZ Security Policies and Standards.

(2)   Prior to using any new Authorized Service Locations, XYZ has the right to audit the premises and any discovered deficiencies must be corrected before such location is used for providing Services to XYZ.  In addition to the requirements set forth in this Section 6, Service Provider will also comply with the requirements set forth in the XYZ Server Room Standards provided to Service Provider.

(B)   Visitor Procedures.

A visitor is a person who does not have access rights to a XYZ Facility or Authorized Service Location. Visitors may be allowed into such a premise only if the visitor's identity has been verified, and the visitor has a valid business reason for being in such XYZ Facility or Authorized Service Location. All visitors must be accompanied by either host Service Provider Personnel or Permitted Users, who will meet the visitor at the reception area of the applicable premise. The host is responsible for the visitor until the end of the visit, and must ensure that the visitor adheres to the regulations and security procedures, including signing the confidentiality agreement of the XYZ Facility or Authorized Service Location if applicable.

(C)   Premises Security Requirements For Offices

Service Provider will ensure that all Service Provider Personnel enter XYZ Facilities and Authorized Service Locations through approved and controlled entry points and ensure that only authorized persons are provided access.

(D)     Local Facilities Use

XYZ will advise Service Provider of any local restrictions applicable to facilities and policies at XYZ Facilities. Service Provider will advise and ensure that all Service Provider Personnel comply with any Local Laws regarding facilities at XYZ Facilities and Authorized Service Locations.

(E)     Premises Security Requirements

Service Provider will provide XYZ with copies of Service Provider's physical security policies relevant to Authorized Service Locations. All future changes to these documents must be delivered to and reviewed by the Security Council.

(F)     Physical Key Management

Service Provider will ensure that keys issued to Service Provider Personnel to XYZ Facilities will be strictly controlled and accounted for. XYZ will only issue keys to agreed Service Provider Personnel who will be providing Services on-site. Keys are always personal. Service Provider will inform XYZ immediately if a key to a XYZ Facility is lost or stolen. Service Provider will ensure that Service Provider Personnel do not hand over the keys to other persons, even temporarily.

(G)     Premises Security Systems

Service Provider Personnel must not tamper with any premises security systems installed in a XYZ Facility.

(H)     Security Incidents

Service Provider must report all suspicious activities in XYZ Facilities to the relevant local XYZ security department, which will be solely responsible for forwarding Incident reports to a private security company or law enforcement agency. Service Provider must report to XYZ all Incidents in Authorized Service Locations.

(I)     Identification of Persons Inside the Premise

All Service Provider Personnel providing Services on-site at XYZ Facilities will at all times visibly wear a valid XYZ-issued identification badge. Service Provider will inform XYZ immediately if any such identification badge is lost or stolen.

(J)     Physical Access Restrictions

Service Provider will permit access to XYZ Facilities and Authorized Service Locations only to those Service Provider Personnel for whom such access is necessary to provide Services. The Parties will periodically review Service Provider's access needs. Service Provider shall have a process to regularly review

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access needs of the Service Provider Personnel and provide a report to XYZ. XYZ has the right to audit the process (1) monthly for XYZ Facilities, and (2) monthly for server rooms in XYZ Facilities.

(K)     Fire Safety Requirements

With respect to XYZ Facilities, Service Provider will:

(1)     ensure that all Service Provider Personnel comply with all local fire safety requirements;

(2)     ensure that Service Provider Personnel do not tamper with any fire indicators, fire extinguishers or alarm systems;

(3)     comply with fire safety requirements set forth in the XYZ Server Room Standards; and

(4)     comply with all fire safety testing and drill procedures.

(L)     Security Incidents in Server Rooms

Service Provider must report all suspicious activities in server rooms in XYZ Facilities within twelve (12) hours of their occurrence to the relevant local XYZ security department, who will be solely responsible for forwarding Incident reports to a private security company or law enforcement agency.

Service Provider must report to XYZ all Incidents in server rooms in Authorized Service Locations used for providing Services to XYZ within twelve (12) hours of their occurrence.

(M)     Security Reviews

Service Provider will provide all reasonable cooperation to XYZ local entities during periodic security and safety reviews.

6.4     Information Security.

(A)     General

Service Provider will:

(1)     comply with the XYZ Security Policies and Standards when accessing, processing or transmitting data within or through the XYZ Security Domain;

(2)     design, build and implement all of its processes, procedures and information systems within the XYZ Security Domain in compliance with the XYZ Security Policies and Standards;

(3)     make changes to the Information Security Controls Standard based on changes to the XYZ Security Policies and Standards;

(4)     design, build and implement all of its processes, procedures and information systems connecting the Service Provider Security Domain with the XYZ Security Domain in compliance with the XYZ Security Policies and Standards;

(5)     design, build and implement all of its processes, procedures and information systems within the Service Provider XYZ Dedicated Security Domain and the Service Provider Shared Resource Security Domain in compliance with the XYZ Security Policies and Standards;

(6)     coordinate with XYZ in the Security Council the details of the above requirements in the Information Security Controls Standard; and

(7)     comply with the XYZ Security Policies and Standards when handling XYZ Information.

XYZ will inform Service Provider of relevant changes in the XYZ Security Policies and Standards that may affect Service Provider's delivery of the Services.

(B)     Security Management

(1)     Security Audits

(a)     In addition to XYZ's audit rights set forth in the Agreement, Service Provider will provide evidence to XYZ that the agreed security level set forth in the Information Security Controls Standard is being maintained. This evidence will include defined security reports at each Security Council meeting.  Service Provider will provide the security status reports in a jointly agreed format.

(b)     The security status reports will cover:

(i)     security audits and security tests performed by the service delivery and management organizations;

(ii)     audits performed by the Service Provider internal audit function related to, or where the findings relate to, security self-assessments in connection with the Services; and

(iii)     other material considered necessary by the Security Council.

(c)     XYZ has the right to conduct scheduled audits as determined by the Security Council and documented in a quarterly or yearly security audit plan.

(d)     XYZ also has the right to conduct unscheduled security audits of Service Provider Personnel, Service Provider XYZ Systems, Authorized Service Locations and Service Provider processes used to provide the Services in scope of

the Agreement if the unscheduled audit is supported by reasonable grounds communicated to Service Provider prior to the audit, provided, however, that XYZ may conduct unscheduled security audits without reasonable grounds if such audits are limited to 3 days per annum with respect to premises security assessments, or such longer period as the Parties may agree, with due consideration to Service Provider's resource availability and disruption to the delivery of Services. All notice required under this subsection (d) of this Section will be in accordance with subsection (f) of this Section.

(e)     At XYZ's request based on reasonable grounds, Service Provider will not disclose the contents and existence of any unscheduled audit plan to the specific target group and will limit knowledge of the audit to the agreed Service Provider controlling organization.

(f)     Except as set forth herein, XYZ will coordinate the audits through a XYZ retained organization that will liaise with the Service Provider controlling organization. The XYZ retained organization will provide the Service Provider controlling organization with at least twelve (12) days' written notice prior to the security audit where the Service Provider's active participation is necessary, or such shorter period as the Parties may reasonably agree, with due consideration to the nature and intended scope of the audit.

(g)     To the extent not prohibited by Applicable Law, security audit methods include:

(i)     premises security assessment;

(ii)    information security assessments, such as vulnerability analysis and penetration testing, provided that, when such assessment, analysis and testing is initiated from within the XYZ Security Domain, it is limited to devices in the XYZ Security Domain and to the network devices, Application Gateways, and EAI gateways connecting the XYZ Security Domain to the Service Provider Security Domain; and

(iii)   using verbal and written methods and procedures to assess, test, monitor and improve the effectiveness of the level of security awareness of Service Provider Personnel and of the security processes and procedures of Service Provider relevant to the provision of the Services, provided that, when such methods are being used, Service Provider has the

right to have its representative present with the XYZ auditor.

(h)     Service Provider will ensure that any Service Provider internal audits performed by Service Provider and any Service Provider audits performed by a third party will not include any parts of the XYZ Security Domain and the Service Provider XYZ Dedicated Security Domain unless authorized by XYZ.

(2)     Security Event Records and Logging

Service Provider will:

(a)     capture and maintain reliable and tamperproof Security Event Records of all actions of Service Provider Personnel and actions executed in Service Provider Systems, that have effects on the XYZ Security Domain, the Service Provider XYZ Dedicated Security Domain, the Service Provider Shared Resource Security Domain or that relate to Service Provider's delivery of Services;

(b)     retain the Security Event Records for a minimum of six (6) months or as mutually agreed in the Information Security Controls Standard;

(c)     implement reliable measures to protect the Security Event Records from intentional and unintentional deletion or damage and from unauthorized access;

(d)     provide upon request record retention reports to the XYZ representatives in the Security Council and other authorized XYZ functions as defined in the Information Security Controls Standard;

(e)     store the Security Event Records in a physically and logically separated system from the system generating those records;

(f)     follow the Segregation of Duties Principle between the persons having physical or logical access to the systems generating the records, and persons having physical or logical access to the systems storing such Security Event Records;

(g)     provide real time feed(s) to the XYZ Security Event Management Systems; and

(h)     provide online, real-time, system-to-system access to the critical Security Event Records of the information systems dedicated to XYZ. The critical Security Event Records will

be defined in the Information Security Controls Standard but will include, at a minimum, Security Event Records generated by:

> (i)      the devices authorizing and controlling access to the XYZ Security Domain;

> (ii)      the devices authorizing and controlling access to the Service Provider XYZ Dedicated Security Domain; and

> (iii)      Service Provider Systems in the Service Provider Shared Resource Security Domain providing Services to XYZ.

(3)      Vulnerability Management

Service Provider will:

(a)      proactively implement System Hardening, using Service Provider hardening standards, of all Service Provider XYZ Systems and all Service Provider Systems within the Service Provider Shared Management Security Domain or within the Service Provider Shared Resource Security Domain. Measures to achieve this will include:

> (i)      implementation of the security system values and features of the supported operating systems that satisfy the XYZ Security Policies and Standards as detailed in the Information Security Controls Standard;

> (ii)      identification of the protection requirements for operating system resources;

> (iii)      implementation of the protection requirements for system resources with the use of Access Controls;

> (iv)      implementation of a process and tools to regularly check the compliance of the devices to the documented requirements; and

> (v)      management of all related changes in accordance with the Change Management set forth in Appendix 13 (Governance);

(b)      arrange an interface through which XYZ can provide or inform Service Provider of the results of XYZ-performed vulnerability scans in the XYZ Security Domain in order for Service Provider to take appropriate remedial actions, if any;

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(c)      actively, effectively, and in a professional and organized manner, collect and analyze information on new and emerging vulnerabilities on information systems;

(d)      within the timeframes defined in Information Security Controls Standard, assess the vulnerabilities, inform XYZ of such vulnerabilities, and plan any necessary preventive and corrective actions;

(e)      implement preventive and corrective actions, within reasonable timeframes, in Service Provider Systems in the Service Provider Security Domain, which have or may have adverse implications on the Services, but which are not themselves used directly for providing such Services to XYZ;

(f)      implement preventive and corrective actions, within the timeframes defined in the Information Security Controls Standard, in Service Provider XYZ Systems after obtaining XYZ approval or at XYZ's reasonable request;

(g)      within the timeframes defined in the Information Security Controls Standard, inform XYZ of any security issues affecting systems located in the XYZ Services Security Domain, Service Provider XYZ Dedicated Security Domain or Service Provider Shared Resource Security Domain as Service Provider becomes aware of them and of planned remedial action; and

(h)      enable XYZ to perform scheduled and unscheduled audits including automated or manual scans of systems providing Services to XYZ.

(4)    Security Incident Response

Service Provider will:

(a)      implement and maintain processes, technical capabilities and an adequately manned professional organization to prevent, detect and react to security Incidents, which have an impact on XYZ's business or Service Provider's delivery of Services; and

(b)      comply with the governance functions applicable to Service Provider as set forth in Appendix 13 (Governance).

(5)    Special Security Authorization

Service Provider shall maintain a list of Permitted Users that are authorized to (i) request any user account-related tasks, including, but not limited to, creation/activation/de-activation of accounts or request for account

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passwords, or (ii) bypass the normal authorization process, which are related to any Permitted Users. Service Provider shall promptly carry out such requests.

(6)     XYZ Account Security Officer

Service Provider will designate a XYZ Account Security Officer. The XYZ Account Security Officer will be responsible for:

(a)     organizing the Service Provider security management of the XYZ account, including maintaining a documented security organization having explicit decision, reporting, responsibility, and escalation principles and procedures;

(b)     ensuring secure execution of day-to-day operations;

(c)     creating and regularly developing and monitoring the implementation of a security improvement plan;

(d)     reporting current security status to the Security Council;

(e)     escalating relevant issues to the Security Council;

(f)     being the single point of contact in security issues; and

(g)     leading any problem isolation and recovery work if any crisis or major Incident takes place.

(7)     Service Provider Personnel

Subject to Applicable Law, Service Provider shall conduct a security clearance check for Service Provider Personnel who:

(a)     receive an administrator account,

(b)     have access to XYZ Data or XYZ databases, and

(c)     have access to XYZ premises (including XYZ Facilities) on a routine basis, and

(d)     such other Service Provider Personnel as may be agreed by the Security Council.

Subject to Applicable Law, the Service Provider Personnel shall be party to a personal confidentiality agreement in the form set out in Appendix 14 (Form of Non Disclosure Agreement) and in accordance with the Main Terms, unless otherwise agreed by the Security Council with due consideration for the manner and scope of the Service Provider Personnel's tasks and access to XYZ Data and XYZ databases relative to the security risks concerned.

(C)     Security Domains

(1)     General

    (a)     Service Provider will design, build and maintain the Security Domains as applicable to the Services provided and use Service Provider Systems in a manner consistent with the architecture illustrated in <u>Exhibit 8-3</u> (Security Domain Architecture).

    (b)     Service Provider will control and implement the Security Domain connections as defined in <u>Exhibit 8-3</u> (Security Domain Architecture).

    (c)     Service Provider will, in a manner that meets the following requirements, as more fully described in the Information Security Controls Standard:

        (i)     segregate the Security Domain segments within the Service Provider Security Domain as well as from other Service Provider activities, Service Provider's other customers and any other third party;

        (ii)     implement the segregation in all Security Layers, unless otherwise specified elsewhere in this <u>Appendix 8</u> (Technology, Architecture and Security);

        (iii)     prevent the crossing of connections over more than one Security Boundary;

        (iv)     control and implement Security Domain connections as defined under this Agreement.

        (v)     ensure that all equipment connected to the XYZ Network and to networks within the XYZ Services Security Domain:

            A)     is in compliance with XYZ's standard configuration;

            B)     is approved by XYZ; and

            C)     is not connected to other networks, even temporarily, except as mutually agreed by the Parties.

        (vi)     ensure that there are no direct logical connections from the Service Provider XYZ Dedicated Security Domain to any other Service Provider Customer Dedicated Security Domains.

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(d)    XYZ reserves the right to monitor and control Service Provider-related network traffic within the XYZ Services Security Domain.

(2)    XYZ Security Domain

    (a)    Service Provider will use Commercially Reasonable Efforts to protect the XYZ Security Domain from unauthorized access from the Service Provider Security Domain.

    (b)    For the purpose of the Agreement, the XYZ Security Domain shall not extend to the Service Provider Security Domain.

    (c)    Service Provider will use the authentication processes, standards and methods defined by XYZ to access the XYZ Security Domain.

    (d)    Service Provider will implement a system (i.e., an intermediate Application Gateway) to control access to the XYZ Security Domain from the Service Provider Security Domain.

    (e)    Service Provider Personnel access to the Service Provider Security Domain from XYZ Security Domain must fulfill the following requirements:

        (i)    Service Provider will implement Service Provider Border Security Gateway(s) to control access to the Service Provider Security Domain from XYZ Security Domain through a third party network (control of access must include two-factor authentication);

        (ii)    Service Provider will monitor access (identity and time) from the XYZ Security Domain through the Service Provider Border Security Gateway(s) and will deliver the Security Event Records to XYZ; and

        (iii)    Access to the XYZ Network will be via the Service Provider Border Security Gateway(s) and the Service Provider XYZ Dedicated Security Domain only.

    (f)    Service Provider Personnel will not use XYZ remote access solutions, unless otherwise agreed between the Parties.

(3)    Service Provider Security Domain

    Service Provider will:

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(a)     protect the Service Provider Security Domain from unauthorized access from the XYZ Security Domain;

(b)     ensure that Service Provider Personnel involved in the Service operations day-to-day are different individuals from the Service Provider security administrators;

(c)     ensure that all Service Provider Personnel involved in the provision of Services:

    (i)     are within Authorized Service Locations with physical access controls or XYZ Facilities provided for this purpose, unless performing on-call duties;

    (ii)    connect to the Service Provider Security Domain remotely using strong authentication while performing on-call duties; and

    (iii)   access Service Provider Systems through individual authentication;

(d)     not locate any XYZ IT application infrastructure or supporting Systems that process XYZ Information in the Service Provider Security Domain without prior XYZ approval;

(e)     implement the Service Provider XYZ Dedicated Security Domain in such a way that the segregation of each Security Domain from other Security Domains is done in all Security Layers, except as otherwise permitted in this Appendix 8 (Technology, Architecture and Security);

(f)     provide the Services to XYZ from the Service Provider Shared Resource Security Domain using XYZ dedicated instances of operating systems, databases and applications. As such, XYZ dedicated instances must be segregated by Security Layers from the instances used for providing services to other Service Provider customers;

(g)     locate its System Management Centers providing services to XYZ and other Service Provider customers, in the Service Provider (Shared) Management Security Domain;

(h)     locate its XYZ-dedicated System Management Centers in a separate Security Domain within the Service Provider XYZ Dedicated Security Domain; and

(i)     locate in the Service Provider XYZ Dedicated Security Domain the EAI gateways used for integrating XYZ Systems to the Service Provider's internal Systems.

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The Service Provider XYZ Dedicated Security Domain and the Service Provider Shared Resource Security Domain can be located in the same data centers with other Security Domains.

Service Provider will comply with any detailed Security Domain architecture requirements provided by XYZ to Service Provider in writing during the Term; provided that Service Provider shall have a reasonable period of time to comply with any change to the Security Domain architecture requirements.

(D)    User Account Management

(1)    Service Provider acknowledges that user account management is an important process for both execution of XYZ's business activities and guarding the security of XYZ Information.  Accordingly, Service Provider must maintain an accurate and up-to-date list of Service Provider Personnel:

(a)    having access to any Service Provider XYZ Systems; and

(b)    having privileged access to any Service Provider XYZ Systems.

(2)    Service Provider will provide the lists of these Service Provider Personnel to XYZ once a month.

(3)    Service Provider Personnel will perform all administrative tasks with a personal privileged account, which is separate from their standard user accounts.

(4)    With respect to Service Provider Personnel administrating accounts and access rights for XYZ Systems and Service Provider XYZ Systems, Service Provider will:

(a)    request the minimum access necessary to carry out user administration; and

(b)    ensure that Service Provider Personnel performing the user account administration have the appropriate competence and security clearance for user account administration.

(5)    XYZ has a right to limit the number of Service Provider Personnel having access to account information. XYZ agrees to act reasonably in this regard taking into account the affect that a material restriction may have on Service Provider's ability to deliver the Services.

(6)    Service Provider will ensure that all operations are based on approved and authorized requests from XYZ, which are recorded in a relevant request management tool.

(7)    Passwords and other such access credentials are classified as "Secret" (as defined in the XYZ Security Policies and Standards). Service Provider will ensure that such access credentials are handled accordingly.

(8)    XYZ will provide requirements for credentials reset and delivery. In its internal audits and reviews, Service Provider will audit and review the handling and delivery of access credentials.

(9)    In all Service Provider Systems used fully or partially for providing Services and in all Service Provider Systems having an impact on XYZ's business or the Services, Service Provider will:

    (a)    grant the minimum access necessary to carry out a particular function or activity for which there is a business need and approval;

    (b)    implement an approval process which:

        (i)    enforces the Segregation of Duties Principle of the requestor, approver and person implementing the request; and

        (ii)   enforces that the approver has the authority to approve;

    (c)    execute changes to access rights immediately after a business need or authorization of an individual or group of Service Provider Personnel changes;

    (d)    capture and maintain Security Event Records containing:

        (i)    the identity of the requestor and approver;

        (ii)   the identity of the person or identifying details of the system performing the action; and

        (iii)  accurate date and time stamps of all actions performed during this process;

    (e)    conduct, at a minimum, a monthly audit of the system access rights for Service Provider Personnel (i.e., perform re-verification) in addition to normal account management practices;

    (f)    disable access to systems of those individuals who no longer have a business need and/or are no longer authorized by management to access the system; and

    (g)    perform root cause analysis on reasons why the unauthorized access rights had not been detected in the normal process, and implement relevant corrective and preventive actions.

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(E)     Emergency Account Locking Procedure

Service Provider will implement an emergency account locking procedure in accordance with XYZ's requirements. The emergency account locking service will be available 24/7 and will be performed within one (1) hour of the request for such service.

(F)     Security Infrastructure

Service Provider acknowledges the criticality of the security infrastructure. Service Provider will use Commercially Reasonable Efforts to:

(1)     develop, implement, maintain, and monitor the processes, procedures, and technical solutions of such security Systems; and

(2)     select, train and monitor the Service Provider Personnel involved in designing, implementing, maintaining and monitoring such security Systems.

(G)     Malicious Code

Service Provider will:

(1)     design, implement and maintain processes, technical capabilities and an organizational structure to provide up-to-date and effective protection against malicious code in all Service Provider Systems;

(2)     not intentionally or negligently introduce any viruses, malicious code or similar items into the XYZ Environment, the Service Results or Service Provider Systems;

(3)     comply with XYZ virus security protection requirements as documented in XYZ Security Policies and Standards;

(4)     immediately notify XYZ of any viruses or similar items which Service Provider discovers have been introduced into the XYZ Environment, the Service Results or Service Provider Systems;

(5)     take the necessary steps to mitigate the risk of a virus or other harmful code and cooperate with XYZ's security groups and XYZ's other service providers to eliminate viruses and other harmful code from the XYZ Environment, the Service Results and Service Provider Systems, including implementing security protections required by XYZ;

(6)     in addition to mitigating such risk, with respect to Service Results and Service Provider Systems, be responsible for the recovery of data as a result of a virus or similar item; and

(7)     in addition to mitigating such risk, with respect to the XYZ Environment outside the scope of this Agreement, cooperate and assist XYZ with the recovery of the loss of operational efficiency and data as a result of such virus or similar item.

(H)    Security Administration

    (1)    System Security

        (a)    Service Provider will implement such system maintenance processes and technical environment that prevent the system administrator of a System from having access to the XYZ Information stored on that System.

        (b)    Service Provider will follow the Segregation of Duties Principle between the persons handling information backup related tasks and the persons administrating the Systems.

        (c)    Any request for delivery of XYZ Information initiated by any person other than authorized Permitted Users or Service Provider Personnel shall be rejected and reported.

        (d)    Service Provider will, in addition to the other requirements set forth in this Appendix:

            (i)    maintain security for and distribution of encryption keys; and

            (ii)    perform self-assessment security health checks at least once every two (2) months to validate:

                A)    Access Control settings;

                B)    authorized privileged users;

                C)    operating system resource protection;

                D)    installation and operation of virus control programs on the appropriate platforms;

                E)    other relevant security controls; and

                F)    documented requirements.

    (2)    Access Control

    Service Provider will:

        (a)    install, maintain and upgrade new or existing data Access Controls to Service Provider Systems, excluding Service Provider XYZ Systems, as deemed necessary by Service Provider to provide the Services;

        (b)    install, maintain and upgrade new or existing data Access Controls to Service Provider XYZ Systems, as approved by XYZ, to provide the Services; and

(c)      implement the functions and features of the Access Controls that will satisfy XYZ's security practices as detailed in the Information Security Controls Standard.

6.5      <u>Data Processing.</u>

In addition to the obligations set forth in the Agreement regarding XYZ Information, Service Provider agrees to comply with the data processing requirements set forth in <u>Appendix 16</u> (Data Protection).

<div align="center">* * * * *</div>

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# EXHIBIT 8-1

## TECHNICAL REFERENCE MODEL AND TECHNOLOGY DOMAINS

Technology domains are defined on different levels and serve as logical entities. They are used to structure the services, principles, capabilities, patterns and standards that comprise the technology architecture itself.

The logical and physical technology components are maintained in a catalogue which sets the binding standards for technology choices and which is maintained using a governance process. The roadmap for components and capabilities is also described in the catalogue by lifecycle attributes (i.e., emerging, mainstream standard, containment, retirement). See Exhibit 8-2 (Technology Standards and Roadmaps) for more details.

The technology domains are embedded in a Taxonomy of Qualities, defining the required levels of quality for each of the components in certain areas, like Availability, Security, or Adaptability.  This Taxonomy of Qualities is used to structure the general quality requirements outlined in this Appendix 8 (Technology, Architecture and Security).
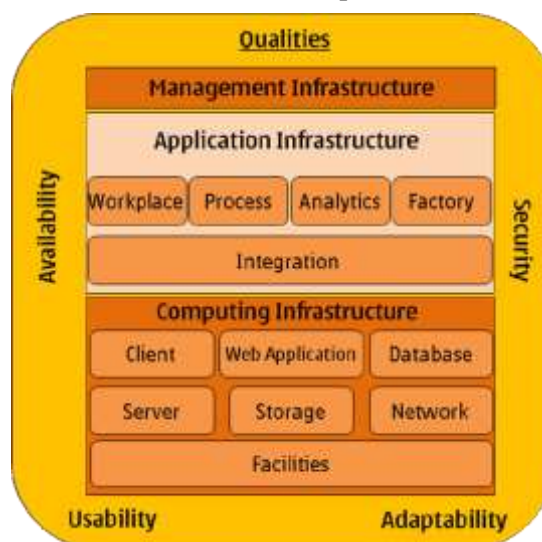
The Level 1 Technology Domains are:

| | |
|---|---|
| Management Infrastructure | Components required to manage both computing and applications, such as system and service management, or the tool infrastructure to support the ITILv3 processes. |
| Application Infrastructure | Components required to host applications and support all of the different kinds of applications used at XYZ.  In addition, the integration infrastructure needed to enable applications to collaborate in the XYZ Environment are increasingly following the SOA paradigm, so this is a major focus for this domain. |
| Computing Infrastructure | Components required as a basis to host and support the components from the other domains.  This includes all hardware and operating systems, as well as commodity platforms like Web-Application and Database. This also includes a sub-domain covering facility, meaning data center locations, standards and equipment. |

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**Architectural Principles:**

The following principles are the main guidelines for all architecture in XYZ. Service Provider shall follow these principles while developing the domain architectures and solutions for XYZ. The compliance of solutions with these principles, as well as the evolution of these principles, will be determined by the Architecture and Standards Board as defined in Appendix 13 (Governance).

The enterprise architecture principles are as follows:

- **Maximize Benefit to the Enterprise**: Architecture and technology decisions are made to provide maximum benefit to the enterprise as a whole. Maximum return on investment requires architecture and technology decisions to adhere to enterprise-wide drivers and priorities.
- **Robustness**: The structure of the architecture needs to take into account all foreseeable changes that may occur. The architecture structure needs to enable robust and systematic development.
- **Ease-of-Use**: The processes need to be understandable, simple and concrete. The underlying technology needs to be transparent to users, so they can concentrate on tasks at hand.
- **Agility**: Reduce effort for change to applications, reduce time to market of solutions and reduce hard dependencies between systems and increase resilience to major failure due to a single point of failure
- **Reuse and Standard Modules**: The architecture must enable cost and asset efficiency through common reusable building blocks (i.e., data, processes, applications, technologies and platforms). The development of processes and applications should be aimed for use across the enterprise. The architecture must actively reduce the number of non-preferred components and when introducing new solutions, target to ramp-down solutions that could be replaced with new solutions. Information is created only once at its origin, and shared when needed. Define the official source for each data set.
- **Interoperability**: The architecture must use proven technologies and open industry standards that promote interoperability of data, processes, applications and technologies.

Specifically for the technology architecture, the principles are as follows:

- Standardize enterprise application environment;
- Focus on minimum set of competencies to support development and operation;
- Leverage technologies of enterprise application suppliers and reduce dependency on home-grown solutions that cause high maintenance and change cost;
- Commoditize IT environment through standardization and virtualization;
- Enable automated provision of computing to meet business demands;
- Simplify IT estate where possible;
- Improve service management and increase utilization;
- Eliminate proprietary solutions;
- Consolidate to a reduced number of vendors;
- Improve relationship between quality and cost of service;
- Leverage partnership and shared risk;
- Adopt software-as-a-service; and
- Reduce development and maintenance costs and accelerate time to market of solutions.

**EXHIBIT 8-2**

**TECHNOLOGY STANDARDS AND ROADMAPS**

**Introduction**

In order to meet the quality requirements and the architectural principles, Service Provider will follow a set of technology standards and directions, as set forth in this Exhibit, which will support the majority of XYZ's business and minimize diversity at the technology level.

The full catalogue of technology components will cover all technology domains and will be jointly maintained according to the governance process set forth in Appendix 13 (Governance). It will define the components that will be used to build services and solutions for XYZ.

The standards set forth in this Exhibit define high level directions for supporting the common understanding of the joint strategy.

In positioning the technologies and products, XYZ uses four distinct qualifications:

1. Emerging: available for limited use in new implementations;

2. Mainstream Standard: strongly recommended for new implementations;

3. Containment: installed and still require support; and

4. Retirement: installed and marked for early retirement.

**Computing Infrastructure**

The key standards within XYZ's computing infrastructure are as follows:

- The server strategy is defined as IA86-based servers with Windows or Linux operating systems for the mainstream standard. Solaris 10 on Sparc hardware is in containment, and HP-UX on Itanium is in retirement.

- Servers should be run as much as possible as virtualized guests using VMware as the mainstream standard for virtualization.

- Additional details about current hardware standards are provided in separate documentation

- The preferred solution design for application availability is a horizontal scale out at the application level.

**Management Infrastructure**

The management infrastructure is based on ITILv3 process definitions and is supported by the BMC ITSMv7 toolset for Service Management Processes and Tivoli for Enterprise System Management.

**EXHIBIT 8-3**

**SECURITY DOMAIN ARCHITECTURE**

This Exhibit defines certain Security Domains by their purpose and boundaries.

For each case below, only the documented connections are valid and underlay the given controls. "Control" is defined in this context as "user access controls and restriction of network connections and monitoring of traffic."

(A)     Case: External Data Center (SP – Connection)
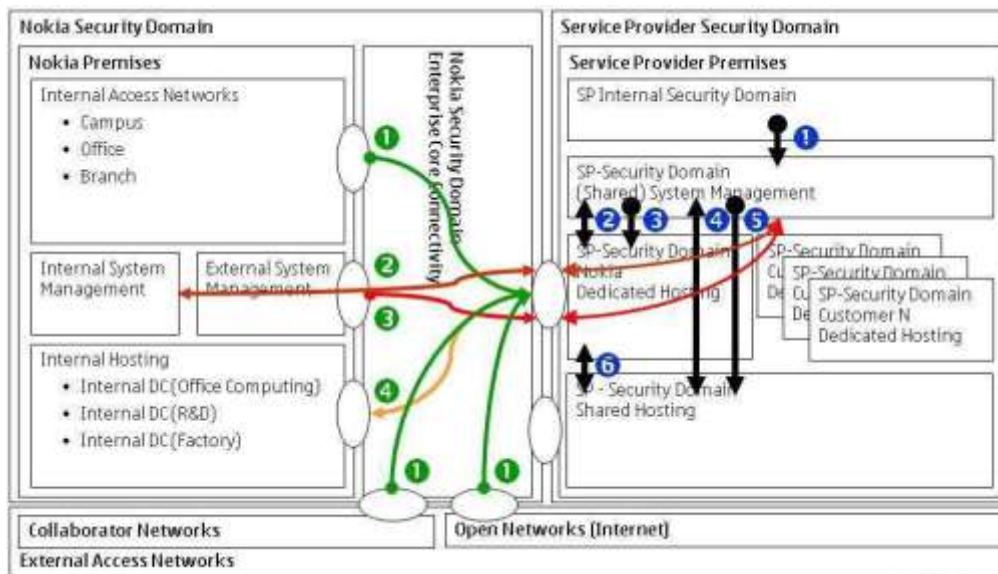


**SP     System Management Connections and Controls**

1.  Access to System Management **(P2S)**

    •   strong authentication, non-repudiation

2.  System management to managed System **(S2S)**

    •   from/to limited number of dedicated system management systems by well-defined system management application protocols

3.  System manager to managed System **(P2S)**

    •   limited well-defined group of system managers, personal accountability, use of general accounts disabled or traceable

4.  System management to managed System **(S2S)**

    •   same as 2. in shared hosting case

5.  System manager to managed System **(P2S)**

    •   same as 3. in shared hosting case

6. System integration connections **(S2S)**

- well-defined and protected system integration connections if dedicated and shared hosting offered by same provider

### XYZ Connections and Controls

1. User Access to Services **(P2S)**

- suitable authentication, non-repudiation

2. System management (XYZ) to managed System **(S2S/P2S)**

**(S2S)** from/to limited number of dedicated system management systems by well-defined system management application protocols

**(P2S)** limited well-defined group of system managers, personal accountability, use of general accounts disabled or traceable

3. System management (third party) to managed System **(S2S/P2S)**

- similar to 2. for services provided by third party

4. System integration connections **(S2S)**

- well-defined and protected system integration connections

**(S2S)** System to System

**(P2S)** Person to System, "Interactive"

(B) Case: External Data Center (Detail: Dedicated Hosting)
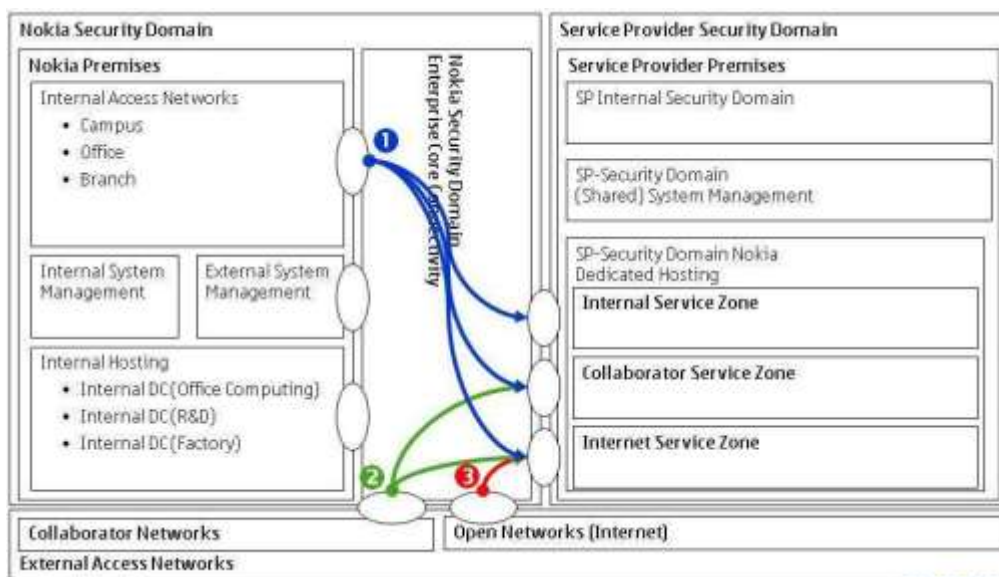


(C) Case: Internal Data Center (SP – Connection)

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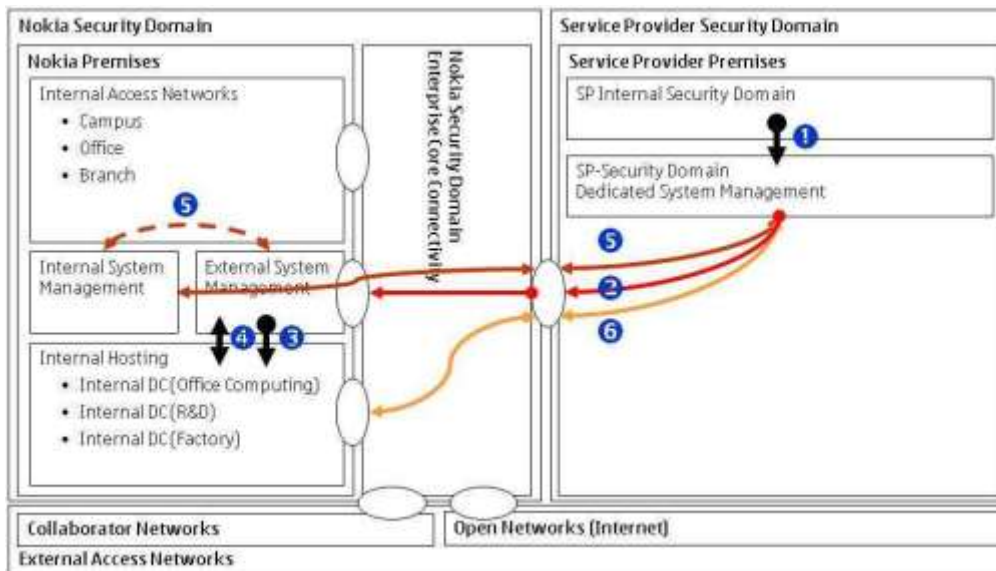
(D)    Case: Distributed Service (SP – Connection)
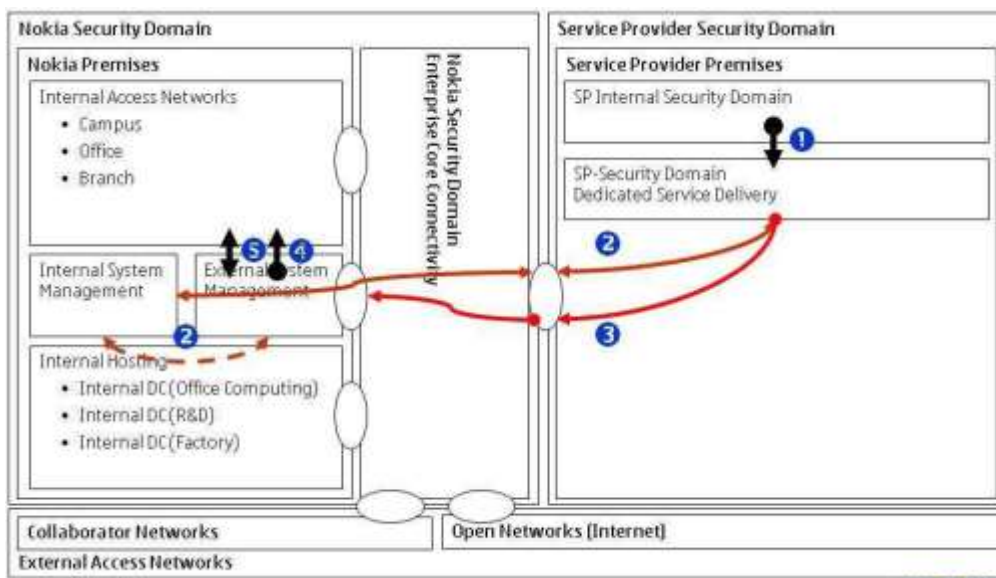


### SP    Service Delivery Connections and Controls

1. Controlled Physical Access to Service Delivery Area

    • physical access control system

2. Integration connections with XYZ Systems if needed (S2S)

    • from/to limited number of dedicated systems by well-defined system management application protocols

    • broken line shows alternative route

3. Connections to Service Delivery specific systems (P2S)

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- limited well-defined group of systems, personal accountability, XYZ-provided strong authentication, Service Provider-provided audit trail

4. Interactive Service Delivery (P2S)

   - e.g., Remote Assistance

   - hub and spoke with distributed nodes in Internal Hosting possible

5. System manager to managed System (S2S)

   - e.g., Terminal Software/Patch Delivery

   - hub and spoke with distributed nodes in Internal Hosting possible

   **Pattern usage**

   Service Desk

1. Controlled Physical Access to Service Delivery Area

   - physical access control system

2. Integration connections with XYZ Systems if needed (S2S)

   - from/to limited number of dedicated systems by well-defined system management application protocols

   - broken line shows alternative route

3. Connections to Service Delivery specific systems (P2S)

   - limited well-defined group of systems, personal accountability, XYZ-provided strong authentication, Service Provider-provided audit trail

4. Interactive Service Delivery (P2S)

   - e.g., Remote Assistance

   - hub and spoke with distributed nodes in Internal Hosting possible

5. System manager to managed System (S2S)

   - e.g., Terminal Software/Patch Delivery

   - hub and spoke with distributed nodes in Internal Hosting possible

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(E)     Case: Service from within XYZ Facilities (SP – Connection)
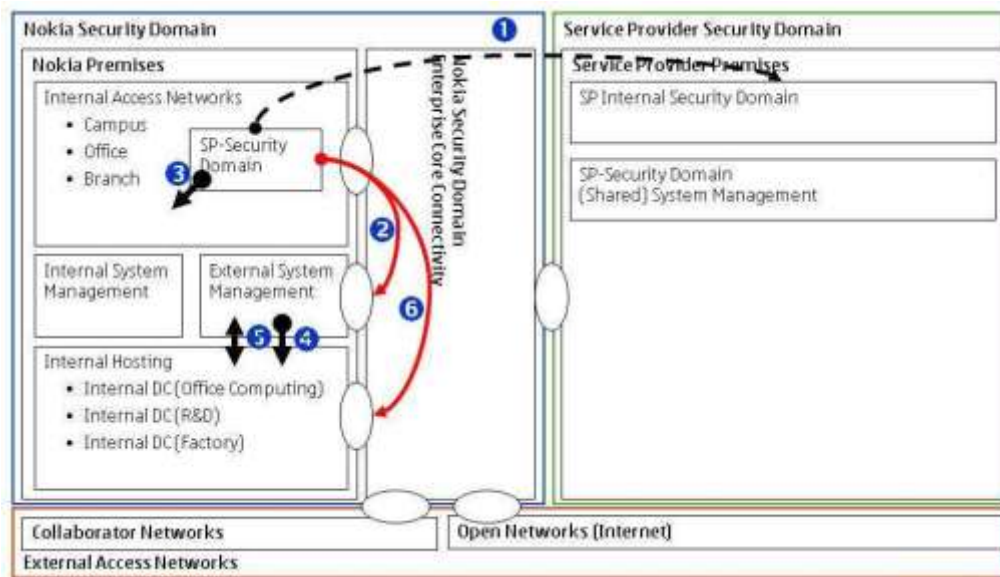


### SP        Connections and Controls

Access to SP area in XYZ Facilities handled through standard access procedures

1.  Support personnel access to SP internal systems **(P2S)**

2.  Optional support personnel access to External System Management Cell **(P2S)**

    • limited well-defined group of system managers, personal accountability

3.  Support personnel access to managed Systems **(P2S)**

    • limited well-defined group of system managers, personal accountability, use of general accounts disabled or traceable

4.  System management to managed System **(S2S)**

    • from/to limited number of dedicated system management systems by well-defined system management application protocols

5.  System integration connections **(S2S)**

    • well-defined and protected system integration connections

    • dotted line shows alternative connection

6.  Connections to services providing needed information and tools (handled as Collaborator access)

**EXHIBIT 8-4**

**SECURITY POLICIES AND STANDARDS**

1.      XYZ Information Security Policy;

2.      Instructions for Information Classification and Handling;

3.      XYZ Privacy Guidelines;

4.      Premises Security Standard;

5.      Photography, Videotaping, and Recording on the XYZ Premises;

6.      Access to Company Premises;

7.      User Identity Management Principles;

8.      Requirements for Vulnerability Defense Processes;

9.      IT Security Log Management Guideline;

10.     XYZ Backup and Recovery Guideline;

11.     Handling Removable Media, Security Instructions and Recommendations;

12.     Requirements for Server Rooms in XYZ (as suitably adopted);

13.     XYZ Hosting Security Guideline;

14.     Connectivity Security Guideline;

15.     Collaborator Connectivity Security Guideline;

16.     Segmented Network Security Guideline;

17.     Factory Networks - IT Security Guideline;

18.     Special Network Security Guideline within XYZ;

19.     Management Zone Security Guideline;

20.     Server Security Guideline;

21.     Client Security Guideline;

22.     Guidelines for Application Security;

23.     XYZ Business Application Security Guideline; and

24.     National Human Resources Guidelines.

**APPENDIX 9**

**AUTHORIZED SERVICE LOCATIONS**

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# APPENDIX 9

## AUTHORIZED SERVICE LOCATIONS

The Service Provider will be authorized to provide the Services to XYZ from the following locations:

Noida Technology Hub
Special Economic Zone
Plot No. 3A, Sector 126
Noida - 201301, India

Krakow Business Park
Krakowska Street 280
32-080 Zabierzow
Poland

5th Floor, Building 23,
498 Guoshoujing Road
Pudong New Area 201203
Shanghai, P.R. China

Further locations may be identified during the course of Transition (or thereafter) and shall then be added to this Appendix by written agreement between the Parties.

\* \* \* \* \*

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# APPENDIX 10

# KEY SERVICE PROVIDER PERSONNEL

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Appendix 10 (Key Service Provider Personnel)
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**APPENDIX 10**

**KEY SERVICE PROVIDER PERSONNEL**

1.    **GENERAL**

This Appendix 10 (Key Service Provider Personnel) sets out the Key Service Provider Personnel and XYZ-Aligned Service Provider Supporting Personnel as of the Effective Date.

2.    **KEY SERVICE PROVIDER PERSONNEL**

2.1    General.

Key Service Provider Personnel are those Service Provider employees identified as such in this Appendix 10 (Key Service Provider Personnel). Unless otherwise specified, all Key Service Provider Personnel will be dedicated on a full-time basis to the delivery of Services pursuant to this Agreement.

2.2    Positions and Key Service Provider Personnel Assignments.

(A)    The following Key Service Provider Personnel will be designated as such throughout the Term of the Agreement:

| | |
|---|---|
| Engagement Director | [Name: To Be Determined] |
| Service Delivery Head | Anupam Adeeb |
| Service Delivery Manager | [Name: To Be Determined] |

(B)    The following Key Service Provider Personnel will be designated as such through the completion of the Transition Period, and, for the avoidance of doubt, not beyond the completion of the Transition:

| | |
|---|---|
| Transition Head | Hemant Vijh |
| Engagement Manager | Nishit Chandra |
| Transition Manager | [Name: To Be Determined] |

(C)    The following Key Service Provider Personnel (or individuals with substantially similar roles) will be designated as such throughout the Term of the Agreement. However, such personnel will not be exclusively dedicated to the delivery of Services to XYZ. Service Provider shall not remove such individuals from the XYZ account nor assign individuals assigned to such roles to perform services for the benefit of any XYZ Competitor so long as such individuals are designated as Key Service Provider Personnel and for twelve (12) months thereafter. Service Provider's obligation to pay liquidated damages in the event of its failure to comply with the required retention periods for Key Service Provider Personnel, as set forth in Section 8.1(A) of the Main Terms, will not apply to the Key Service Provider Personnel listed in this Section 2.2(C).

| | |
|---|---|
| Global Finance Manager | Sumit Kumar Garg |
| Security Manager | [Name: To Be Determined] |
| Technology Architecture Manager | Hemant Vijh |

## 3. XYZ-ALIGNED SERVICE PROVIDER SUPPORTING PERSONNEL

3.1 There are other Service Provider Personnel whose roles and responsibilities remain important to the delivery of Services pursuant to this Agreement but who may not meet the criteria for assignment as Key Service Provider Personnel ("**XYZ-Aligned Service Provider Supporting Personnel**"). Such personnel do not meet the criteria defined in Section 2 above.

3.2 XYZ-Aligned Service Provider Supporting Personnel shall be identified, in terms of roles and responsibilities, in the Procedures Manual, subject to the Operational Change Process contained therein and be involved in the governance process contained in Appendix 13 (Governance).

\* \* \* \* \*

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**APPENDIX 11**

**STEP-IN RIGHTS AND PROCESS**

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# APPENDIX 11

## STEP-IN RIGHTS AND PROCESS

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**APPENDIX 11**

**STEP-IN RIGHTS AND PROCESS**

1.    **GENERAL**

This Appendix 11 (Step-In Rights and Process) sets out those rights that XYZ may elect (in whole or in part) to exercise if a Step-In Event (as defined below) occurs, the obligations of Service Provider if XYZ elects to exercise Step-In Rights (as defined below), the impact on the Fees and the procedures that the Parties shall follow with respect to XYZ's exercise of Step-In Rights and with respect to the transfer back to Service Provider of those Services with respect to which XYZ has exercised Step-In Rights.

2.    **DEFINITIONS**

2.1    Certain Definitions.

Defined terms relating to this Appendix 11 (Step-In Rights and Process) are provided in Appendix 1 (Definitions) or in-place where the term is used and have the meanings there given.

2.2    Other Definitions.

Other capitalized terms (not defined in-place in this Appendix 11 (Step-In Rights and Process) or in Appendix 1 (Definitions)) are defined in another appendix or in an exhibit to the Agreement and retain the meanings set out in the relevant definition.

3.    **STEP-IN EVENT**

3.1    Step-In Event Defined.

A "**Step-In Event**" means:

(A)    Service Provider's failure to meet any major milestone or achieve any Service Result after XYZ notifies Service Provider in writing to remedy the failure and Service Provider's failure to remedy within an agreed period or a reasonable period, given the nature and context of the milestone or Service Result and provided that such failure, in XYZ's reasonable opinion, has caused, or will cause, a material adverse impact on XYZ's business and/or operations; or

(B)    a continuing breach or failure, or repeated breaches or failures, by Service Provider affecting one or more XYZ Facilities to provide the Services in accordance with the Agreement, which breach or failure in XYZ's reasonable opinion, has caused, or will cause, a material adverse impact on XYZ's business and/or operations at the XYZ Facilities concerned; and either:

(1)    is uncured thirty (30) days following a XYZ written notice that:

(a)    specifies the breach(es) or failure(s) concerned and the XYZ Facilities concerned; and

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(b) expressly states that XYZ considers that such breach(es) or failure(s), if uncured within thirty (30) days after the date of such notice, will constitute a Step-In Event; or

(2) is not capable of being cured within thirty (30) days, and has a continued adverse impact, in which case XYZ may immediately give the notice described in Section 4.2 below.

3.2 <u>Explanation and Limitation</u>.

(A) For purposes of Section 3.1(B), if (where the breach or failure is capable of being cured) the events giving rise to XYZ's notice are repeated breaches or failures (rather a single continuing breach or failure) collectively having a material adverse effect, then another breach or failure during the notice period which is substantially identical to the breaches or failures giving rise to the notice, will constitute a Step-In Event if that also has an adverse effect.

(B) For purposes of Section 3.1(B), for the avoidance of doubt, a Step-In Event occurs not upon the breach(es) or failure(s) giving rise to XYZ's notice, but (where the breach or failure is capable of being cured) upon the expiration of the notice period set out in Section 3.1(B)(1) above without Service Provider having cured such failure(s), or (where the breach or failure is not capable of being cured) immediately upon XYZ giving notice in accordance with Section 4.2 below.

## 4. STEP-IN RIGHTS

4.1 <u>Definitions</u>.

(A) "**Step-In Rights**" means the temporary exercise by XYZ of the rights set out in Section 25.13 of the Main Terms for XYZ to provide itself, or to obtain from a third party, that portion of the Services that is affected by a Step-In Event.

(B) "**Step-In Rights Period**" means, with respect to any Services that are the subject of a XYZ election to exercise Step-In Rights, the period of time during which such election is valid (i.e., on and after the date specified in the notice described in Section 4.2 below and continuing through such date as Service Provider again begins to perform the affected Services pursuant to Section 6 below).

4.2 <u>Exercise</u>.

As set out in Section 25.13 of the Main Terms, upon occurrence of a Step-In Event as defined in Section 3.1 above, XYZ may exercise Step-In Rights by providing written notice, with effect as of a date specified by XYZ in such notice, which may be with immediate effect.

4.3 <u>Scope of Step-In Rights</u>.

For purposes of Section 3.1(B), the following shall apply:

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(A)     The occurrence of a Step-In Event gives rise to Step-In Rights only with respect to those XYZ Facilities specified in the XYZ notice that is transmitted pursuant to Section 3.1(B)(1) above.

(B)     Subject to Section 4.3(C) below, the occurrence of a Step-In Event gives rise to Step-In Rights only with respect to those Service(s) that are reasonably affected by the uncured breach(es) or failure(s) specified in the XYZ notice that is transmitted pursuant to Section 3.1(B)(1) above.

(C)     If XYZ exercises Step-In Rights with respect to any component of the Service(s) that Service Provider performs locally at a XYZ Facility, then XYZ may exercise Step-In Rights with respect to all Service(s) related to the Step-In Event that Service Provider performs locally at such XYZ Facility.

4.4     XYZ and Service Provider Obligations Upon Exercise of Step-In Rights.

(A)     During any relevant Step-In Rights Period, XYZ shall begin to perform itself, or to engage a third party to perform, the relevant Service(s) affected by the relevant Step-In Event as specified in the notice described in Section 4.2 above (or as required by Section 4.3(C) above).

(B)     During any relevant Step-In Rights Period, Service Provider shall not be responsible to provide the Service(s) affected by the relevant Step-In Event as specified in the notice described in Section 4.2 above (or as required by Section 4.3(C) above).

(C)     Commencing on the date that XYZ provides the notice described in Section 4.2 above and as requested by XYZ, Service Provider shall at its own cost cooperate with XYZ, and with any third party engaged by XYZ, including by providing the type of assistance that would be classified as Disengagement Assistance Services under Section 25.9 of the Main Terms and Appendix 20 (Disengagement Assistance).

4.5     Applicability of Service Levels and Performance Credits.

During any relevant Step-In Rights Period, the Service Levels and Performance Credits specified in Appendix 6 (Service Levels) shall not apply with respect to such Services that are the subject of XYZ's election to exercise Step-In Rights, but shall continue to apply with respect to those Services that Service Provider continues to perform subject to Section 16.2 of the Main Terms. This Section 4.5 shall not relieve Service Provider of Service Level Defaults and possible Performance Credits resulting therefrom for periods prior to and after the Step-In Rights Period, whether or not relating to the occurrence of a Step-In Event.

4.6     Term of Replacement Services.

In procuring such replacement Services incidental to the exercise of Step-In Rights, XYZ shall act reasonably with respect to the minimum term of the arrangements under which such replacement Services are procured. After Service Provider provides written notice that it is prepared to resume providing the Services pursuant to Section 6.3 below and if the relevant acceptance criteria specified in the plan required by Section 6.2 are

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satisfied, XYZ shall return the relevant Services to Service Provider within a reasonable time (considering the minimum term of the alternative arrangements).

4.7     Duty to Perform Services; Duty to Mitigate Costs.

   (A)     During any Step-In Rights Period, Service Provider shall continue to perform such of the Services that are not subject to XYZ's election to exercise Step-In Rights.

   (B)     During any Step-In Rights Period, each Party shall use Commercially Reasonable Efforts to mitigate costs that are or may be payable by the other Party to the maximum extent possible.

**5.     ABATEMENT OF FEES; PAYMENT OF COSTS**

5.1     Abatement of Fees.

   (A)     If Appendix 12 (Fees) specifies a Resource Unit Rate or other Fee that specifically applies to those Services that are subject to XYZ's exercise of Step- In Rights, then during the relevant Step-In Rights Period, such Resource Unit Rate or other Fee shall be abated (and not payable by XYZ to Service Provider) with respect to such Services.

   (B)     If Appendix 12 (Fees) specifies a Resource Unit Rate or other Fee that applies both to those Services that are the subject of XYZ's exercise of Step-In Rights and to Services that are not the subject of XYZ's exercise of Step-In Rights, then such Unit Rate or other Fee shall be equitably adjusted (only with respect to such XYZ Facilities at which XYZ exercises Step-In Rights) to reflect such of the Services covered by such Resource Unit Rate or other Fee being performed by each Party.

5.2     XYZ Costs.

   (A)     During any relevant Step-In Rights Period, XYZ shall be financially responsible  to pay for any resources that it requires to perform the Services that are the subject of its election to exercise Step-In Rights, provided, however, that Service Provider shall reimburse XYZ for any such costs that are in excess of the Fees that are abated pursuant to Section 5.1, subject to such costs being reasonable, to there being a maximum duration of the step in action of two (2) months, and such paid costs shall count against the limits of liability under Section 22.2(B), but in  any event subject to Section 22.2(C) of the Main Terms.

   (B)     During any relevant Step-In Rights Period, Service Provider shall be financially responsible for, and XYZ shall not be required to reimburse, costs relating to resources procured by Service Provider but that XYZ does not use in its exercise of Step-In Rights.

**6.     SERVICE PROVIDER RESUMPTION OF PERFORMANCE OF SERVICES**

6.1     Requirement to Consult and Cooperate.

During any relevant Step-In Rights Period, XYZ shall consult with Service Provider (both as required by Appendix 13 (Governance) and as otherwise reasonably requested by Service Provider) and cooperate with Service Provider. The purpose of such consultation and cooperation shall be to transfer responsibility for performing the Services that are the subject of XYZ's election to exercise Step-In Rights back to Service Provider as soon as reasonably possible.

6.2     Service Provider Plan of Action.

Promptly after each occasion that XYZ exercises Step-In Rights, but in any case no more that fifteen (15) days thereafter, Service Provider shall present to XYZ a written plan that sets out the actions that Service Provider intends to take in order (A) to remedy the breach(es) or failure(s) that were included in XYZ's notice given under Section 3.1 above (and any other breach(es) or failure(s) of which Service Provider is aware that were not included in such notice) and (B) to transition the Services from the arrangements under which XYZ is providing them back to the arrangements under which Service Provider would provide them. Such written plan shall include a committed schedule for accomplishing such actions and shall set out those objective acceptance criteria that will demonstrate to XYZ that such breach(es) or failure(s) have been cured and that Service Provider is ready to resume providing the Services with respect to which XYZ had exercised Step-In Rights. Such written plan shall be subject to comment and approval by XYZ. Once approved, Service Provider shall comply with such plan and shall resume providing the Services, subject to achievement of the designated acceptance criteria agreed between the Parties.

6.3     Service Provider Notice of Readiness.

When Service Provider has taken such action as is necessary to cure the deficiencies specified in XYZ's notice given under Section 3.1 above and as otherwise later identified in writing by XYZ to Service Provider and Service Provider is otherwise ready to resume performing the Services that are the subject of XYZ's election to exercise Step-In Rights, then Service Provider shall provide written notice to that effect to XYZ, providing evidence that the objective acceptance criteria set out in the plan required by Section 6.2 above have been satisfied. Promptly after receipt of such notice, XYZ and Service Provider shall consult and, if Service Provider has demonstrated that it has achieved such objective acceptance criteria and also demonstrated to XYZ's reasonable commercial satisfaction that it is ready to resume performing the Services without further breach(es) or failure(s), then the Parties shall establish the earliest practical date for Service Provider to resume providing the Services. Such date shall take into account such reasonable period as is necessary for Service Provider, with XYZ's assistance as set out in Section 6.4 below, to transition back the Services and to be ready to resume providing the Services and for XYZ to terminate any replacement resources as it had arranged.

6.4     Resumption of Performance of Services by Service Provider.

(A)     Commencing on the date that XYZ and Service Provider first agree that Service Provider is ready to resume performing the Services that are the subject of XYZ's election to exercise Step-In Rights and as requested by Service Provider, XYZ shall provide to Service Provider such cooperation as is specified in Section 6.1 in order to assist Service Provider to resume performing the Services.

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(B)     On and after the date that Service Provider resumes performing the Services that are the subject of XYZ's election to exercise Step-In Rights:

     (1)     Service Provider shall resume performing, and XYZ shall cease to perform, such Services;

     (2)     abatement of the relevant Fees shall cease and XYZ shall be responsible for payment of the Fees as otherwise required by Appendix 12 (Fees); and

     (3)     all Service Levels and Performance Credits specified in Appendix 6 (Service Levels) that are applicable to such Services shall apply.

Unless otherwise agreed between the parties, in no event shall the exercise of Step-In Rights Period exceed two (2) months in duration.

## 7.     EXERCISE OF STEP-IN RIGHTS NOT INSOURCING/RESOURCING DECISION

XYZ's exercise of Step-In Rights shall not constitute an insourcing/resourcing decision under the Agreement.

## 8.     CUMULATIVE REMEDIES

The Step-In Rights set out in this Appendix 11 (Step-In Rights and Process) are cumulative with, and not in lieu of, other remedies set out in the Agreement (including, in appropriate cases, the right to terminate the Agreement for cause or otherwise) or available to XYZ at law or in equity. Nothing in this Appendix 11 (Step-In Rights and Process), or the actual exercise of Step-In Rights pursuant to this Appendix 11 (Step-In Rights and Process), shall limit XYZ's rights with respect to any breach or non- performance by Service Provider under the Agreement or by a Service Provider Affiliate or Approved Subcontractor under a relevant Local Services Agreement.

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**APPENDIX 12**

**FEES**

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# APPENDIX 12

## FEES

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**APPENDIX 12**

**FEES**

## 1. INTRODUCTION

(A)     This <u>Appendix 12</u> (Fees) describes the methodologies for calculating the Fees under the Agreement, the measures of resource utilization, and the means of tracking such usage for purposes of calculating variable charges hereunder.  In addition, this <u>Appendix 12</u> (Fees) includes other terms relating to the Fees and invoicing procedures under the Agreement.

(B)     The pricing proposed by Service Provider for Projects and New Services will, where possible, be determined in a manner consistent with the pricing approach set forth in this <u>Appendix 12</u> (Fees).

(C)     All Fees payable to Service Provider by XYZ, or credits owed by Service Provider to XYZ, will be paid or credited, as the case may be, in accordance with the Main Terms, <u>Appendix 6</u> (Service Levels) and this <u>Appendix 12</u> (Fees).

## 2. DEFINITIONS

Capitalized terms used in this <u>Appendix 12</u> (Fees) have the meanings either set forth in the Agreement (including all Appendices and Exhibits thereto), or set forth in-place in the context in which they are used.

## 3. GENERAL

3.1     <u>Types of Fees.</u>

There are five (5) types of Fees for the Services:

(A)     The first type are Transition Fees to be paid for the performance of the Transition. The Transition Fees are payable (A) on defined dates, as described in Section 4.1, and (B) monthly as described in Section 4.3.

(B)     The second type of Fees are monthly variable Fees that are based upon the number of resource units as defined and set forth in <u>Exhibit 12-1</u> (Resource Units) ("**Resource Units**") used by XYZ in a particular month and are described in Section 5 ("**Monthly Variable Charges**").

(C)     The third type of Fees are daily rates to be charged by Service Provider when Service Provider performs approved Projects under the Agreement and are described in Section 6 ("**Professional Service Fees**").

(D)     The fourth type of Fees are the Termination Fees that become due in the event that XYZ terminates the Agreement, in whole or in part, as described in Section 7.

(E)     During the Transition Period, and in accordance with the Change Control Procedures if such procedures are in effect, the Parties will negotiate in good faith on a service description and charging mechanism for services which are not within the scope of Support Services, but that are ancillary and add value to the Support

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Services (the "**Value-Added Services**"). The Parties intend that the Value-Added Services will be utilized by XYZ to enhance the value of Support Services and provide for an enhanced Permitted User experience. The description of Value-Added Services and such charging mechanism will be included as part of the Agreement in accordance with Appendix 4 (Service Description). Notwithstanding the foregoing, and unless the Parties agree in the New Services Amendment, the Value-Added Services will not be managed or charged as Projects.

3.2     No Additional Charges.

The Parties intend that the Fees set forth in this Appendix 12 (Fees) be inclusive of all costs and resources used by Service Provider to provide the Support Services, Transition Services, and to perform its obligations under the Agreement, GATA (if any) and any Local Services Agreement. There shall be no charges, fees, expenses, or other costs, including any third-party charges, to XYZ in purchasing the Services from Service Provider other than those that are expressly identified in this Appendix 12 (Fees) or as may otherwise be agreed by way of the Change Control Procedure or expressly stated in the Agreement as being payable by XYZ. The Parties will agree under the Change Control Procedures to any other fees and costs not set forth in this Appendix 12 (Fees) payable by XYZ to Service Provider under this Agreement; *provided, however*, Service Provider agrees that (i) routine changes made in the ordinary course of Service Provider's provision of Services (such as changes to operating procedures, schedules, activities covered by the Procedures Manual) and not entailing a change in the scope or nature of the Services and (ii) costs and resources used to provide the Support Services (such as management, operational support, Service Provider's facilities use, or other services that are related, incidental or necessary to the performance of the Service Provider's scope of Support Services), will not result in additional Fees to XYZ.

3.3     Variability.

The Services may be variable in volume and chargeable in accordance with the pricing structure and mechanisms set forth in this Appendix 12 (Fees). XYZ makes no commitment for any minimum or maximum amount of any particular Service to be purchased under the Agreement. To the extent that Service Provider is responsible for providing the resources of production used to provide the Services, it shall be responsible for adjusting the resources and assets used to provide the Services to accommodate the changes in volume in such a manner as to comply with all Service Levels and other requirements.

3.4     Incidental Expenses.

All expenses that Service Provider incurs in performing the Services (e.g., travel and accommodation expenses, traveling hours, long-distance telephone) are included in the Fees set forth in this Appendix 12 (Fees). Accordingly, such Service Provider expenses are not separately reimbursable by XYZ unless, on a case-by-case basis for unusual expenses, XYZ has agreed in advance and in writing to reimburse Service Provider for a particular expense. Any travel and lodging expenses so agreed by XYZ shall be reimbursed pursuant to, and limited by, XYZ's then-current travel and expense policies in force.

3.5     Resources.

Except as otherwise agreed by XYZ in the applicable Appendix to the Main Terms, Service Provider shall provide all resources and assets necessary to provide the Services. The Fees described in this Appendix 12 (Fees) shall be deemed to fully compensate Service Provider for all of the resources it uses to provide the Services.

3.6     XYZ Facilities.

XYZ shall provide at its own cost the Space and XYZ Facilities used by Service Provider and the applicable Authorized Subcontractors in accordance with, and subject to, Appendix 18 (Service Provider Use of XYZ Facilities) .

3.7     Adjustments and Cost of Living Adjustment.

(A)     The Fees covered by this Appendix 12 (Fees) may only be modified as permitted (i) under the Main Terms or (ii) pursuant to an adjustment in accordance with this Appendix 12 (Fees); *provided, however,* that if the Agreement is extended by XYZ for a Renewal Term, the Parties shall negotiate in good faith a cost of living adjustment to the then Monthly Variable Charges applicable to the Renewal Term. In the event that the Parties cannot agree on the appropriate adjustment but XYZ nonetheless still wishes to extend the contract, the setting of an appropriate adjustment shall be remitted for a binding determination by an independent expert agreed between the Parties or, in default of agreement, selected by the Centre for Effective Dispute Resolution (CEDR). The costs of such expert shall be borne by the Parties in equal share.

(B)     The Fees covered by this Appendix 12 (Fees) are subject to cost of living adjustments during the Initial Term, in accordance with the table set out in Attachment 12-2-2 (Cost of Living Adjustment). The Parties agree that all cost of living adjustments to the Fees shall: (i) for each Contract Year, be applied to the then current Fees for the relevant Contract Year (as adjusted in accordance with this Section 3.7(B)) in a compound manner; and (ii) apply to each Contract Year, starting from the second (2nd) Contract Year. An example calculation of how the Fees will be adjusted in accordance with this Section 3.7(B) is set out in Attachment 12-2-2 (Cost of Living Adjustment) for reference.

3.8     Tools and Costs.

Unless otherwise agreed by the Parties in writing, XYZ agrees to be responsible for all costs relating to licenses, maintenance and related infrastructure for the tools and hardware described in Exhibit 12-7 (XYZ Provided Tools) and utilized by the Service Provider in connection with the delivery of the Services.

3.9     Tools Implementation.

Service Provider shall provide qualified resources equivalent to 550 man days without additional charge in connection with the execution of the Tools Implementation Plan. Such qualified resources will be designated by XYZ, will not be limited to any specific skill set or grade, and shall be in addition to any and all resources used in connection with the Transition or provisions of Services. The allocation of such resources shall be split based on 30% on-site (i.e., at XYZ Facilities) and 70% off-site (i.e., at Service Provider

locations) effort. Any resources needed to complete the Tools Implementation Plan above the 550 man days will be charged as a Project.

3.10    Additional Resources.

Service Provider shall provide XYZ during the Term qualified resources equivalent to 7 man years without additional charge for use by XYZ upon request. Such resources may be used by XYZ in connection with Projects, New Services, Value-Added Services, or such other services as XYZ may request. Such qualified resources will be designated by XYZ, may be based on the skill set or grade specified in Exhibit 12-9 (Time and Materials Project Rate Card), and shall be in addition to any and all resources used in connection with the provision of Support Services and the implementation of tools pursuant to the Tools Implementation Plan. The Parties will designate the appropriate Governance Body to manage the use, reporting and tracking of resources under this Section 3.10. Service Provider will provide XYZ a quarterly report specifying the total number of hours and resources used by XYZ.

## 4.  TRANSITION FEES

4.1    One-Time Transition Fees.

As of the Effective Date, Service Provider may invoice XYZ for the amount under the heading "Initial Transition Fee" in Exhibit 12-5 (Transition Fees). XYZ will pay Service Provider the amounts under the heading "Key Transition Milestone Payments" as set forth in Exhibit 12-5 (Transition Fees) after Service Provider successfully achieves the relevant Key Transition Milestone, meets the applicable acceptance criteria set forth in Appendix 5 (Transition Plan) and such Key Transition Milestone is approved by XYZ in accordance with Appendix 5 (Transition Plan).

4.2    Transition Completion Payments.

In addition, if (A) Service Provider successfully completes the Transition by meeting the acceptance criteria set forth in Appendix 5 (Transition Plan) by the scheduled milestone completion date set forth in Appendix 5 (Transition Plan) (i.e., 31 March 2009), XYZ will pay Service Provider three hundred thousand Euros (€300,000), and (B) all KPIs are achieved by Service Provider during the three (3) month period following the first month after the Transition Completion Date, XYZ will pay Service Provider two hundred thousand Euros (€200,000). Based on XYZ's reasonable judgment of Service Provider's overall performance of the Services, XYZ may, seven (7) months from the Transition Completion Date, pay Service Provider a Transition completion discretionary bonus amount equal to an additional five hundred thousand Euros (€500,000).

4.3    Monthly Transition Fees.

Every month during the Term, Service Provider may invoice XYZ for the amounts under the heading "Monthly Transition Fees" in Exhibit 12-5 (Transition Fees) ("**Monthly Transition Fees**"). Service Provider shall invoice, in addition to the Monthly Transition Fees, a fixed interest rate of eight percent (8%) per annum. Such finance charge shall be separately stated in the Monthly Transition Fee invoice in each calendar month during the Term. Notwithstanding the foregoing, XYZ has the right and option to pay, in any Contract Year, the total unpaid Monthly Transition Fees without penalty, in which case

XYZ shall not be responsible for paying any finance charges corresponding to any corresponding periods of the Initial Term where the Monthly Transition Fees have been pre-paid.

4.4     Total Transition Fees.

For the avoidance of doubt, the Transition Fees described in this Section 4 fully compensates Service Provider for all costs and resources associated with performance of the Transition.

## 5.  MONTHLY VARIABLE CHARGES

5.1     Introduction.

The Monthly Variable Charges shall be based upon XYZ's monthly utilization of the Resource Units identified and described in Exhibit 12-1 (Resource Units).  All Resource Unit consumption shall be measured and reported on a calendar month basis, unless expressly provided otherwise with regard to a particular Resource Unit in Exhibit 12-1 (Resource Units).

5.2     Forecasted Volumes.

XYZ shall provide quarterly volume forecasts in accordance with Section 9 of Appendix 13 (Governance).  XYZ agrees to provide Service Provider with reasonable advance notice in connection with (i) material changes to forecasted volumes resulting from a Restructuring, or (ii) volume fluctuations between the pricing bands set forth in Appendix 12 (Fees).  Such volume changes and quarterly forecasting will be managed by the Service Delivery Review board or such other Governance Body agreed by the Parties and established as part of the Governance Model.  All volume forecasting will be managed through a volume forecasting process agreed by the Parties and described in the Governance Manual.  For the avoidance of doubt, XYZ shall not be bound to purchase the forecasted volumes and any failure or inaccuracy of such forecasted volumes will not be deemed a breach of the Agreement or otherwise be binding on XYZ.

5.3     Calculation of Monthly Variable Charges.

(A)     Commencing upon the Service Commencement Date, for each Resource Unit, Service Provider shall measure, report and track the volume of that Resource Unit actually utilized by XYZ during each calendar month of the Term (or other basis expressly provided in Exhibit 12-1 (Resource Units) for a particular Resource Unit).  For each Resource Unit, Service Provider shall measure, report and track such utilization volume in the manner specified in Exhibit 12-1 (Resource Units) for such Resource Unit.  Service Provider shall provide such usage information for each Resource Unit to XYZ with each monthly invoice.

(B)     Commencing upon the Service Commencement Date, for each Resource Unit in Exhibit 12-1 (Resource Units), the Monthly Variable Charge applicable to that Resource Unit for any calendar month of the Term shall be calculated as:  (i) the volume of such Resource Unit (which may be equal to zero) actually utilized by XYZ during such calendar month (or other basis expressly provided in Exhibit 12-1 (Resource Units) for a particular Resource Unit), multiplied by (ii) the

applicable Resource Unit rate for such Resource Unit for the corresponding Volume Band and calendar month as set forth in <u>Exhibit 12-2</u> (Resource Unit Rates and Volume Bands) (each such rate a "**Resource Unit Rate**").

5.4    <u>Applicability of Resource Unit Rates.</u>

(A)    Unless otherwise specified in <u>Exhibit 12-2 (</u>Resource Unit Rates and Volume Bands), the Resource Unit Rates shall apply globally, and there shall not be any local variations or adjustments.

(B)    If (i) the Resource Unit volumes fall below twenty-five percent (25%) of the Baseline Volume for a particular Support Service, or (ii) the Resource Unit volumes increase above one hundred seventy-five percent (175%) of the Baseline Volume for a particular Support Service, the Parties will, subject to the Change Control Procedures, renegotiate in good faith within a reasonable period the Resource Unit Rates, Baseline Volume, and Volume Bands for such Resource Unit. The Parties will use Commercially Reasonable Efforts to reach agreement on such new Resource Unit Rates within the next billing period where practical. Until the Parties reach agreement on such new Resource Unit Rate, Service Provider will charge the Resource Unit corresponding to the Resource Unit Volumes between 25% to 50% of the Baseline Volume. In the event that agreement on such new Resource Unit Rates is not agreed by the commencement of the next billing period, either Party may remit the calculation of such new Resource Unit Rates to binding determination by an independent expert selected by agreement between the Parties. The costs of such expert shall be shared equally between the Parties.

5.5    <u>Billable Requests and Billable Tickets.</u>

(A)    For purposes of calculating the number Tickets related to Requests in connection with the provision of Support Services for Fees calculation, Service Provider will only include resolution of Tickets involving human interaction of Service Provider, a Service Provider local entity, or Service Provider Personnel and/or its agents, at any step of the process, regardless of the contact channel method used to generate such Tickets. Service Provider will not invoice XYZ for Tickets that satisfy any of the following conditions:

(1)    Tickets that are not Completed Tickets;

(2)    Tickets relating to any Feedback;

(3)    Tickets related to Requests that qualify as Child Tickets, provided that Service Provider shall be entitled to invoice XYZ for any Child Tickets which require the provision of On-Site Support Services;

(4)    Tickets that are reopened (that is, no additional Ticket will be opened and charged even if a Ticket is marked as a solved Ticket and is later reopened);

(5)    Tickets that have been counted as a Completed Ticket under another Resource Unit within the same Support Service (e.g. no Ticket can be counted twice within the Service Desk Support Service); and

(6)    Tickets that are related to problems caused by Service Provider's failure (acts or omissions) or Service Provider's failure to perform Support Services in accordance with its obligations under this Agreement.

(B)    Should there be the chance for the implementation of further automation (e.g., break-through technologies), such changes shall be treated as Service or Technology Improvements, and therefore the Parties shall jointly decide about the implementation of such changes and the sharing of costs and benefits of such implementation in accordance with Section 12 of this Appendix 12 (Fees).

## 6.  PROFESSIONAL SERVICE FEES

6.1    Time and Materials Rates.

The Parties agree that when they are scoping a Project they will select the appropriate time and material rates from the rates set forth in Exhibit 12-6 (On Site Support Hourly Rates) and Exhibit 12-9 (Time and Materials Project Rate Card), depending on the skill-set and resources required to implement and complete the Project, which represent the maximum rates to be charged by Service Provider during the Term for any Project.  Such Professional Service Fees will apply to Projects, changes in XYZ locations in accordance with Section 6.2 and additional Service Points and/or extension of Service Point hours in accordance with Section 6.3, but will apply to no other Services provided under this Agreement unless the Parties agree otherwise in writing.

6.2    Changes to XYZ Locations.

(A)    If XYZ requests that Service Provider (1) extend Support Services to a new XYZ Affiliate or a new geographic location, or (2) change XYZ Facilities, or conduct moves of Permitted Users from one XYZ location to another as an IMAC/D Project, where Service Provider demonstrates to XYZ's reasonable satisfaction that such effort will require resources beyond the then available Service Provider's resources used to provide Support Services, then XYZ will be responsible for additional costs related to the preparation and setting-up of the new XYZ Facilities and XYZ locations, as applicable, where Support Services will be extended. The charges will be based on time and materials, using the rates set forth in Exhibit 12-6 (On-Site Support Hourly Rates).  Service Provider will document and manage such changes and extension of Support Services as one- time Projects.

(B)    All cost of equipment and materials, and the ownership thereof, will be documented and agreed in a project document, negotiated in good faith by the Parties in accordance with Operational Change Process.

(C)    Service Provider agrees that any required connectivity, capabilities and operational setup of Service Provider's and/or an Authorized Subcontractor's operations, facilities or business presence in any location or jurisdiction will be Service Provider's responsibility and its sole cost and expense.

6.3    Initial Service Points, Addition of Service Points and Extension / Contracting Service Point Hours.

(A)    XYZ shall pay Service Provider the charges as set out in Attachment 12-2-1 (Fees For Initial Service Points) for providing the Service Point Services at the Service Points set out in Attachment 4-2-1 (XYZ Initial Service Points). If the number of Permitted Users at a XYZ Facility listed in Attachment 4-2-1 (XYZ Initial Service Points) changes such that the Facility falls into a different category in the table set forth in Section 6.3(B), the Parties will discuss and agree upon any changes to the Service Point hours or related fees in accordance with the principals set forth in the table in Section 6.3(B). The number of Permitted Users at XYZ Facilities containing Service Points will be provided by XYZ to Service Provider within sixty (60) days after the Effective Date and on a periodic basis throughout the Term.

(B)    XYZ may instruct Service Provider to establish one or more Service Points at XYZ Facilities that are not listed in Attachment 4-2-1 (XYZ Initial Service Points) based on a change in XYZ's business needs. The infrastructure (in terms of office and desk space, furniture and other similar infrastructure) for such new Services Point located at XYZ Facilities that are not listed in Attachment 4-2-1 (XYZ Initial Service Points) shall be provided by XYZ. A new Service Point will be established upon written notice from XYZ to Service Provider providing reasonable detail in terms of XYZ's requirements.

Service Provider will take steps to ensure that the Service Point is fully operational: (1) for the following countries: Finland, United Kingdom, Germany, Denmark, Hungary, United States of America, China, Brazil, Mexico or India, within sixty (60) days after receipt of written notice from XYZ; and (2) for any other country, within ninety (90) days after receipt of written notice from XYZ.

The fees payable by XYZ to Service Provider for opening new Service Point(s) and providing the ongoing Service Point Services and the default number of service hours that a new Service Point(s) (other than those listed in Attachment 4- 2-1 (XYZ Initial Service Points)) will be open, is based on the number of Permitted Users at such XYZ Facility, and will be determined in accordance with the table below:

| Number of Permitted Users | Continuous Hours the Service Point will be Open | Fees Payable |
| --- | --- | --- |
| 1201 and above | 9 hours | No additional fee (i.e. ticket based pricing only) |
| 1001-1200 | 6 hours | No additional fee (i.e. ticket based pricing only) |
| 801-1000 | 4 hours | No additional fee (i.e. ticket based pricing only) |
| 601-800 | 3 hours | No additional fee (i.e. ticket based |

| | | pricing only) |
|---|---|---|
| 401-600 | 2 hours | No additional fee (i.e. ticket based pricing only) |
| 251 to 400 | Minimum 4 continuous hours (either 8.00 am to 12.00 pm or 1.00 pm to 5.00 pm). | Fifty percent (50%) of the relevant hourly time and materials rate for the country that the Service Point is located in (as set out in Exhibit 12-6 (On-Site Support Hourly Rates)), multiplied by the number of requested hours. In addition, XYZ will pay the normal On-Site Support Services ticket based charges. |
| 250 Permitted Users or less for the following countries: Finland, United Kingdom, Germany, Denmark, Hungary, USA, China, Brazil, Mexico or India. | Minimum 4 continuous hours (either 8.00 am to 12.00 pm or 1.00 pm to 5.00 pm). | Sixty percent (60%) of the relevant hourly time and materials rate for the country that the Service Point is located in (as set out in Exhibit 12-6 (On-Site Support Hourly Rates)), multiplied by the number of requested hours. In addition, XYZ will pay the normal On-Site Support Services ticket based charges. |
| 250 Permitted Users or less for other countries not listed in the cell above. | Minimum 4 continuous hours (either 8.00 am to 12.00 pm or 1.00 pm to 5.00 pm). | One hundred (100%) of the relevant hourly time and materials rate for the country that the Service Point is located in (as set out in Exhibit 12-6 (On-Site Support Hourly Rates)), multiplied by the number of requested hours.<br><br>For any request that is more than 4 continuous hours, Service Provider shall charge XYZ for a full FTE/day per month. For such Service Points no On-Site Support Services ticket charges will be charged in addition to this FTE/day per month charge. Service Provider will show the exclusion of such tickets in connection with the normal invoice to XYZ. |

If the number of Permitted Users at a XYZ Facility changes such that the facility falls into a different category in the table above, the Service Point hours and related fees will be adjusted accordingly in the next calendar month.

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(C)     If XYZ closes a XYZ Facility that contains a Service Point, Service Provider will close the Service Point in such XYZ Facility in accordance with the timescales set out in Section 6.3(E) and XYZ may direct Service Provider to establish a new Service Point at a different XYZ Facility, provided that such new XYZ Facility either has the same or a larger number of Permitted Users.  There will be no charge to XYZ for moving a Service Point.  The new Service Point will have the same number of support hours as the closed Service Point, unless XYZ request the hours to be modified.  The fees or credits for any such modification will be in accordance with Section 6.3(D) below.

(D)     XYZ may instruct Service Provider to extend the number of hours at any Service Point beyond the hours specified in Attachment 4-2-1 (XYZ Initial Service Points) or the number of hours original established at such Service Point  ("**Original Hours**").  For each hour beyond the Original Hours that the Service Point is open in a day, XYZ will pay Service Provider the Additional Hours Service Point Fee. The "**Additional Hours Service Point Fee**" will be calculated by taking fifty percent (50%) of the relevant hourly time and materials rate for the country that the Service Point is located in (as set out in Exhibit 12-6 (On-Site Support Hourly Rates)), multiplied by the number of requested additional hours.

If XYZ instructs Service Provider to reduce the number of hours any Service Point is open per day ("**Contracted Service Point Hour**"), Service Provider will provide XYZ a credit equal to the Contracted Service Point Hours multiplied by fifty percent (50%) of the relevant hourly time and materials rate for the country that the Service Point is located in (as set out in Exhibit 12-6 (On-Site Support Hourly Rates)) for the length of time the Service Point is open.

(E)     Notwithstanding the nature of the XYZ Facility, Service Provider will shut-down and close any Service Point upon XYZ's written request, at no cost to XYZ, in accordance with the following timescales: (1) for the following countries: Finland, United Kingdom, Germany, Denmark, Hungary, United States of America, China, Brazil, Mexico or India, within sixty (60) days after receipt of written notice from XYZ; and (2) for all other countries, within ninety (90) days after receipt of written notice from XYZ.

6.4     Out of Business Hours Support Charge.

If XYZ requires Service Provider to perform On-Site Support Service outside Business Hours to resolve a Critical Incident (as defined in Section 2.4 of Exhibit 4-2 (On-Site Support Service Description)), beyond the twenty (20) Critical Incidents per calendar year that are provided at no additional cost, XYZ will pay Service Provider a fee equal to 200% of the corresponding Resource Unit Rate for Tickets related to such Onsite Support Services provided outside Business Hours.

6.5     Rates under Assigned Agreements.

If Service Provider agrees to accept an Assigned Agreement, if a rate under an Assigned Agreement providing time and materials-based services is less than a rate set forth in Exhibit 12-6 (On-Site Support Hourly Rates) for a substantially similar resource, the rate set forth in such Assigned Agreement will prevail.  However, if a rate under an Assigned

Agreement providing time and materials-based services is more than a rate set forth in Exhibit 12-6 (On-Site Support Hourly Rates) for a substantially similar resource, then the rate set forth in Exhibit 12-6 (On-Site Support Hourly Rates) will prevail, unless XYZ accepts a higher rate as a Pass-Through Expense as provided under Section 8.12.

6.6    Disengagement Assistance.

During the Disengagement Assistance Period, XYZ will pay Service Provider the Fees for the Services until such Services are disengaged. XYZ will pay for such Services based on the Resource Unit Rate in effect as of the start date of the disengagement, and the Volume Bands and pricing mechanism shall not apply during the Disengagement Assistance Period. Any additional services to complete the disengagement will be paid by XYZ as a Project and based on the Professional Services Fees, unless otherwise agreed by the Parties.

## 7.    TERMINATION FEES

7.1    Scope.

If XYZ terminates the Agreement or Support Service as provided under Section 25.4(A) of the Main Terms, XYZ shall pay Service Provider the Termination Fees set forth in this Section 7. The Termination Fees due will be determined by the effective date of such termination, and shall be subject to the terms and conditions of the Agreement.

7.2    Termination of the Entire Agreement.

If XYZ terminates the entire Agreement under Section 25.4(A) of the Main Terms, or a reduction of volumes is deemed a termination of the entire Agreement as provided under Section 25.4(B) of the Main Terms, then XYZ shall pay Service Provider: (A) any unpaid Transition Fees corresponding to all then-existing Support Services; plus (B) the lesser of (i) Service Provider Wind-Down Costs for all terminated Support Services, or (ii) the Termination Fee for each Support Service in effect.

7.3    Termination of a Support Service.

If XYZ terminates an entire Support Service under Section 25.4(A) of the Main Terms, as permitted under Section 25.1 of the Main Terms, then XYZ shall pay Service Provider (A) any unpaid Transition Fees corresponding to the terminated Support Service, plus (B) the lesser of (i) Service Provider Wind-Down Costs for the terminated Support Service, or (ii) an amount equal to the Termination Fee corresponding to the terminated Support Service.

## 8.    INVOICING AND PAYMENT TERMS

8.1    Invoicing Requirements.

(A)    Unless otherwise required by applicable Local Law, otherwise set forth in Section 8.2 for Local Invoices, Service Provider shall only invoice XYZ in accordance with the provisions of this Appendix 12 (Fees) (provided that such invoices shall not be issued in relation to Fees for Services which are more than six (6) months old). For avoidance of doubt, the global invoices are not consolidated statements of invoices, but single legal invoices for tax and accounting purposes from a

Service Provider Invoicing Entity as designated in Section 9.5 of this Appendix 12 (Fees) (provided that, as stated in Section 9.5, there will be two separate invoices for the Service Provider's UK entity).  No local entity of Service Provider shall invoice XYZ unless expressly permitted hereunder.

(B)     All invoices must include: (i) all detail reasonably requested by XYZ in a form sufficient to satisfy XYZ's internal accounting and chargeback requirements (such as allocating charges among locations and departments); (ii) the Fees due by country, region and global summary, including reimbursable expenses and time and materials charges under a Project Order, where applicable; (iii) the calculations utilized to establish the charges in such reasonably sufficient detail to enable XYZ to confirm the accuracy of the charges included in the invoice, and (iv) any credits, rebates, and/or adjustments due, such as Performance Credits. Each invoice must comply with the form of invoice approved by XYZ (such approval not to be unreasonably withheld or delayed) and local accounting and tax requirements.  The form of invoice as of the Effective Date is set forth in Exhibit 12-3 (Sample Invoice).

(C)     Service Provider shall invoice XYZ for all charges in arrears on a calendar month basis.  The Service Provider shall issue a credit note to XYZ corresponding to any Performance Credits incurred in the prior calendar month, as specified in Appendix 6 (Service Levels).  The Performance Credits will be based on all Fees invoices to XYZ (globally and locally) during the prior calendar month.  XYZ shall receive the invoice and credit note no later than the fifteenth (15th) day of each calendar month.

(D)     If there are any errors in invoicing during the previous month(s), Service Provider will (i) during the next billing cycle provide XYZ with a revised invoice report for such month(s) showing the correction in Fees, (ii) upon request of XYZ, provide an explanation of the underlying reasons, and (iii) enclose, with the revised invoice report, any credit or debit due to XYZ for the overcharges or undercharges. XYZ will not in any event unreasonably delay the communication of any alleged errors in invoicing.

(E)     Any undisputed amount not invoiced by Service Provider within the six (6) calendar months immediately following the calendar month in which that amount was incurred will be deemed waived by Service Provider.

(F)     Invoices submitted by Service Provider shall not contain any terms and conditions that are in addition to, or that conflict with, the terms and conditions in this Agreement.  Any such additional or conflicting terms and conditions that may be contained in an invoice are null and void and the terms and conditions in this Agreement shall control, save to the extent provided for by Applicable Law.

8.2     Local Invoices.

(A)     Invoices prepared by a Service Provider and/or a Service Provider local entity for a XYZ local entity for all or a part of the Services ("**Local Invoices**") will be provided under a Local Services Agreement.

(B)     With respect to Services provided by a Service Provider local entity under the corresponding Local Services Agreement covering Finland, Brazil, China, Singapore and India, the Service Provider local entities will provide one consolidated invoice for all such Services in each such country to the corresponding XYZ local entity, except with respect to China, where the local invoice will separately state amounts due for Help Desk Services and On-Site Support Services. Such invoices will be based on the respective local currency (as adjusted in accordance with this Appendix 12 (Fees)) and in the same format and the appropriate detail as the invoices provided to XYZ in accordance with Section 8.1. Service Provider shall provide XYZ, as part of the consolidated global invoice, a copy of such Local Invoices.

(C)     With respect to local Services provided by a Service Provider local entity in countries where XYZ has a tax registration (i.e., as of the Effective Date, Austria, Belgium, Denmark, Finland (save as provided in Section 8.2(A) above), France, Germany, Hungary, Ireland, Italy, Netherlands, Norway, Spain, Sweden, Switzerland and the United Kingdom), the Service Provider local entity in the United Kingdom will, as part of any global consolidated invoice provide under this Appendix 12 (Fees), invoice for all local Services in each such country to XYZ Corporation in Finland. Such invoicing will be performed in the format and with the appropriate detail as set forth in Section 8.1.

8.3     Service Point Stock.

With respect to Equipment stock consumed by XYZ from Service Points or ordered by Service Provider on behalf of XYZ as provided for under Exhibit 4-2 (On-Site Support Service Description) (i.e., refilling of Service Points), XYZ will pay the related expenses for such Equipment directly to the third-party vendors or to Service Provider as a Pass-Through Expense, together with an agreed mark up to cover Service Provider's reasonable administrative costs as may be mutually agreed between the Parties. The invoice delivery mechanism, and the XYZ local entity designated to receive such invoices, will be agreed between the Parties during the Transition Period.

8.4     Payment Due.

(A)     XYZ shall pay charges properly invoiced as provided under Section 17.4 of the Main Terms, provided that XYZ receives Service Provider's invoice on or before the fifteenth (15th) day of each calendar month. If Service Provider is late in transmitting the invoice pursuant to Section 8.1(C) above, the date that payment is due shall be extended on a day-for-day basis equal to the number of days that Service Provider is late in transmitting its invoice.

(B)     XYZ shall pay each invoice by wire transfer (or other means of electronic transfer agreed by the Parties from time to time during the Term) of immediately-available funds, in the currency in which such invoice was rendered, to a single account in a bank designated by Service Provider. Such account shall be held by a properly-licensed financial institution located in the country in which the Service Provider's invoicing entity is located. Payments shall be considered effectively made when credited to the bank at which the designated account of Service Provider is held or at such other bank that Service Provider may from time to time specify to XYZ in writing.

8.5    Currency.

Except for Local Invoices, all charges for the Services shall be invoiced and paid in Euros throughout the Term without regard to fluctuations in exchange rates.  Where local Services will be invoiced to XYZ or a XYZ local entity, such local Services will be invoiced based on the exchange rate as follows:

(A)    the last published daily close mid-rate as published by Bloomberg on the last Business Day of each calendar month corresponding to the invoice period;

(B)    only if such exchange rate is not published by Bloomberg, then the 12.00 noon, U.S. eastern time buying rate in New York, between the local currency concerned and the U.S. dollar on the date designated as published by the Federal Reserve Bank of New York at www.ny.frb.org/markets/fxrates/noon.cfm, with a further conversion from the U.S. dollar to the Euro using the 10.00am, U.S. eastern time buying rate in New York, between the U.S. dollar and the Euro on the date designated as published by the Federal Reserve Bank of New York at the same URL;

(C)    only if neither of the above is available, then the exchange rate between the local currency and the Euro, as published by the Financial Times of London, closing midpoint; or

(D)    only if none of the above is available, then the exchange rate between the local currency and the Euro, as published by another regularly-published source as reasonably agreed by the Parties.

8.6    Proration.

The charges for the Services under this Agreement are to be computed on a calendar month basis in accordance with any applicable measures described in Exhibit 12-2 (Resource Unit Rate and Volume Bands), and will be prorated for any partial calendar month during the Term.

8.7    Set Off.

XYZ will have the right to deduct from amounts owed by XYZ to Service Provider any undisputed amounts that Service Provider is obligated to pay to or credit to XYZ under this Agreement or any other agreement between the Parties.

8.8    Prepaid Amounts.

Where XYZ has prepaid for a service or function for which Service Provider is assuming financial responsibility under the Agreement, upon either Party identifying the prepayment, Service Provider shall refund to XYZ that portion of such prepaid expense that is attributable to periods on and after the Effective Date.

8.9    Refunds and Credits.

If Service Provider should receive a refund, credit, or other rebate for goods or services previously paid for by XYZ, Service Provider shall promptly notify XYZ of such

refund, credit or rebate and shall promptly pay the full amount of such refund, credit or rebate, as the case may be, to XYZ.

8.10    Disputed Charges.

(A)    XYZ may withhold payment of particular charges that XYZ disputes in good faith, including amounts that XYZ may already have paid with respect to invoices other than the current invoice (provided that such withholding shall not be made in relation to invoices which are more than six (6) months old). XYZ shall promptly give written notice to Service Provider of any such withholding, stating the details of any such dispute, and Service Provider shall re-issue a new invoice for the undisputed Fees, which shall be paid in accordance with this Appendix 12 (Fees).

(B)    Each Party shall work together promptly and diligently to pursue the resolution of issues or disputes relating to withheld amounts pursuant to Section 24 of the Main Terms and Appendix 13 (Governance). Service Provider shall have the burden of production of evidence and the burden of proof to demonstrate that its invoiced Fees are proper and accurate, without regard to any procedural rule that would otherwise shift the burden of production of evidence or the burden of proof to XYZ to disprove the propriety or accuracy of Fees that Service Provider has invoiced.

(C)    If XYZ is ultimately adjudged through the dispute resolution procedure to owe to Service Provider any amount that has been withheld pursuant to Section 8.10(A), then XYZ shall pay such amount to Service Provider within thirty (30) days following the date such liability is determined, plus interest as provided under the Main Terms applicable from the date that the payment was originally due from XYZ at the rate provided for overdue payments in this Agreement.

(D)    If Service Provider is adjudged through the dispute resolution procedure to owe to XYZ any disputed amount that XYZ has already paid and not withheld as a disputed amount, then Service Provider shall refund such disputed amount to XYZ within thirty (30) days following the date such liability is determined.

8.11    Accountability.

Service Provider shall maintain complete and accurate records of, and supporting documentation for, the amounts billable to, and payments made by, XYZ under this Agreement in accordance with generally accepted accounting principles applied on a consistent basis. Service Provider shall provide XYZ with documentation with respect to each invoice as may be reasonably requested by XYZ to verify accuracy and compliance with the provisions of this Agreement (provided always that this shall not require the Service Provider to disclose any details as to its internal costings or profit margins, etc).

8.12    Pass-Through Expenses.

(A)    "**Pass-Through Expense**" means a third-party charge for products or services related to the Services that are to be paid directly by XYZ or through Service Provider on an Out-of-Pocket Expenses basis. If and to the extent that Service Provider is to become responsible for the payment of Pass-Through Expenses, it

will be agreed through the Change Control Procedure (including as to whether Service Provider will also then be entitled to levy an administration charge).

(B)     For each Pass-Through Expense, the Parties shall reasonably agree whether:

(1)     Service Provider shall pay the third party concerned on XYZ's behalf, with XYZ reimbursing Service Provider for such payments; or

(2)     Service Provider shall pass the third-party invoice to XYZ directly to pay the third party concerned.

(C)     For each Pass-Through Expense, Service Provider shall use Commercially Reasonable Efforts such that the third party concerned promptly submits invoices for Pass-Through Expenses.

(D)     For each Pass-Through Expense, Service Provider shall examine the corresponding charges invoiced by the third party concerned to determine whether those charges are proper and valid and should be paid. Service Provider shall take the appropriate action set forth below following such review.

(1)     If Service Provider determines that the third-party charges relating to a Pass-Through Expense are proper and valid and should be paid by XYZ, then Service Provider shall:

(a)     if the Parties have agreed pursuant to Section 8.12(B) above that Service Provider shall promptly pay the Pass-Through Expense concerned, Service Provider shall do so and shall thereafter be entitled to reimbursement from XYZ through the invoicing and payment process set forth in this Appendix 12 (Fees); or

(b)     if the Parties have agreed pursuant to Section 8.12(B) above that XYZ will pay the Pass-Through Expense concerned, Service Provider shall promptly provide XYZ with the original third-party invoice for the expense together with a statement that Service Provider has reviewed the invoiced Fees and has determined that the Fees are proper and valid and should be paid by XYZ.

(2)     If Service Provider determines that the third-party charges relating to a Pass-Through Expense are improper or invalid and should not be paid by XYZ, Service Provider shall:

(a)     so inform the third party concerned and work with the third party to resolve the issue;

(b)     notify XYZ of the problem promptly, and in any event within the relevant billing cycle;

(c)     keep XYZ informed of the status; and

(d) provide XYZ with an estimate of the proper third party charges for the Pass-Through Expense concerned.

(E) The exclusive list of approved Pass-Through Expenses as of the Effective Date is set forth in Exhibit 12-4 (Approved Pass-Through Expenses). Service Provider shall use Commercially Reasonable Efforts to minimize the value of Pass-Through Expenses. Service Provider shall not establish any new Pass-Through Expense without XYZ's prior written consent, which XYZ may withhold or condition in its sole and absolute discretion but provided always that the Service Provider will not be obliged to accommodate any new proposed change unless and until any such consent is forthcoming (but whilst preserving the right to grant such consent after the work in question has begun).

(F) Service Provider shall carry out its responsibilities under this Section 8.12 in a diligent manner, so as to facilitate the timely payment of Pass-Through Expenses.

(G) For each Pass-Through Expense to be paid by Service Provider on XYZ's behalf, XYZ shall reimburse Service Provider for the actual amount that Service Provider pays to the third party concerned on an Out-of-Pocket Expenses basis, in accordance with the invoicing and payment provisions set forth in this Appendix 12 (Fees).

(H) With respect to services or material obtained on a Pass-Through Expenses basis, XYZ reserves the right to:

(1) obtain such services or materials directly from a third party;

(2) designate the third party source for such services or materials;

(3) designate the particular services or materials (e.g., equipment make and model) that Service Provider will obtain; provided that if Service Provider demonstrates to XYZ that such designation will have an adverse impact on Service Provider's ability to achieve the Service Levels, such designation will be subject to Service Provider's reasonable approval;

(4) designate the terms for obtaining such services or materials (e.g., purchase or lease; lump sum payment or payment over time);

(5) require Service Provider to identify and consider multiple sources for such services or materials or to conduct a competitive procurement;

(6) review and approve the applicable Pass-Through Expenses before Service Provider or XYZ enters into a contract for particular services or materials; and

(7) reject or require discontinuance of any third party providing pass-through materials or services, except where such third party providing pass-through materials or service pertains to the Services, Service Provider will be relieved from any consequent impact this may have upon the Services if Service Provider has otherwise complied with its relevant obligations under the Agreement.

(I)     Service Provider shall not initiate a formal dispute with a third-party supplier of a Pass-Through Expense under the relevant contract without first obtaining XYZ's written consent to do so, which XYZ may withhold in its sole and absolute discretion.

## 9. TAXES

9.1     Gross Amounts/VAT.

(A)     All amounts payable are gross amounts but exclusive of any value added tax ("**VAT**"), use tax or sales tax, service tax, business tax, or similar tax required under Applicable Law ("**Taxes**") to be invoiced from Service Provider or a Service Provider local entity to XYZ or to a XYZ local entity.

(B)     If Service Provider is required under Applicable Law to add VAT to an invoice, Service Provider and/or the applicable Service Provider local entity must provide to XYZ and/or the applicable XYZ local entity the legal reasoning underlying the requirement to add VAT and must issue to XYZ and/or the applicable XYZ local entity a VAT invoice in accordance with Applicable Law.

(C)     Service Provider cannot charge XYZ or any XYZ entity such VAT, sales tax, service tax or similar tax charged to it by Service Provider's local entities/subsidiaries or Authorized Subcontractors, which VAT/tax the Service Provider is able to reclaim or get refunded.

9.2     Other Taxes.

Each Party and their respective local entities will pay all taxes (including, but not limited to, taxes based upon its and their income) or levies imposed on it under Applicable Laws, regulations and tax treaties as a result of this Agreement or a Local Services Agreement and payments made thereunder (including those required to be withheld or deducted from payments).

9.3     Withholding Tax.

(A)     For all billings made by Service Provider's local billing entity to a local XYZ entity and if required by the applicable domestic law of the country of XYZ, XYZ shall deduct withholding taxes on payments to be made by XYZ and pay such withholding taxes to the competent tax authority.

(B)     XYZ or the XYZ local entity shall as soon as practicable after the payment of the withholding tax submit to Service Provider or Service Provider local entities official tax receipts or certificates (as may be required by Applicable Law) evidencing the XYZ's or the XYZ local entity's payment of the withholding taxes on income in a country on behalf of Service Provider or Service Provider local entities.

(C)     XYZ shall use reasonable efforts to support Service Provider or Service Provider local entities in obtaining a tax certificate (or the like) from the competent tax authorities, and shall provide any required tax certificate within the same financial year.

9.4    Tax Optimization and Compliance.

The Parties intend that the payment and contracting structure under this Agreement and the Local Services Agreement provide for minimal tax costs by the Parties and their local entities as permitted under Applicable Law.  Therefore, upon request by a Party, the Parties agree to discuss in good faith any requested modifications to the payment and invoicing mechanism with the aim of creating the most tax efficient and tax compliant structure for both Parties and their respective local entities.  With respect to the extension of Services to new XYZ Locations (i.e. new countries), Service Provider agrees, at the Parties' shared cost, to provide XYZ within fifteen (15) days from XYZ's request a report specifying the tax implications of such Service extensions and an analysis of tax optimization. Specifically, and with the intent of creating an efficient and compliant tax structure, the Parties agree to discuss in good faith and evaluate any new withholding tax obligation in connection with: (i) an extension of Services to a new XYZ location (i.e. a country where, as of the Effective Date, Permitted Users are not located); and (ii) a change requested by XYZ to the invoicing structure described in Section 9.5 of this Appendix 12 (Fees).

9.5    Invoicing Entities.

For purposes of invoicing pursuant to this Agreement, the initial invoicing entities are as set forth below:

(A)    XYZ Global Invoicing Party:  XYZ Corporation

(B)    Service Provider Invoicing Entity:

| Region | Tax Jurisdiction of Service Provider Entity | Support Service |
|---|---|---|
| European Countries and their territories (Except Finland and Poland) | UK | Onsite Services |
| Finland | Finland (save in relation to the Service Desk Services - see comment on global invoice, above) | Onsite Services |
| Finland | India (a global invoice from India to Finland covering the Service Desk Services provided from Finland) | All WCM Services and English Service Desk |
| Poland | Poland | Service Desk for European, Latin American and MEA languages |
| Americas (Canada, U.S.A., Caribbean countries, Mexico, | US (or Brazil, as provided to the left) | Onsite Services |

| | | |
|---|---|---|
| Central American Countries and South America Countries, and their territories), save that there shall be a separate invoice from the Service Provider in Brazil directly to the local XYZ entity in Brazil | | |
| APAC (except China & India) | Singapore | Onsite Services |
| China | China (except Hong Kong as provided below) | Service Desk Services for APAC and China, and Onsite Services in China (except Hong Kong as provided below) |
| India | India | Local Service Desk and local Onsite Services |
| MEA | UK | Onsite Services |
| Hong Kong | Hong Kong | Onsite Services |

9.6     Incorrect Assessment of Taxes.

(A)     If Service Provider or Service Provider local entity submits to XYZ or a XYZ local entity an invoice in compliance with this Section 9 and it is subsequently determined (whether by Service Provider, XYZ or a Tax Authority) that such invoiced amounts are less than the taxes actually due and payable to a Tax Authority, Service Provider shall have the right to invoice XYZ for such additional amounts and XYZ shall remain obligated to pay to Service Provider such additional taxes against a tax invoice issued in accordance with Applicable Law, but not later than twelve (12) months after the original invoice was issued. This Section 9.6 shall expressly survive any termination or expiration of the Agreement.

(B)     If it is subsequently determined (whether by Service Provider, XYZ or a Tax Authority) that the amount for taxes invoiced by Service Provider or a Service Provider local entity to XYZ or a XYZ local entity is greater than the amount actually due and payable to a Tax Authority, Service Provider or the applicable Service Provider local entity shall promptly provide or credit the additional amounts to XYZ or the applicable XYZ local entity. For the avoidance of doubt, this relates to any default by Service Provider in terms of charging the tax on its invoices, and not in connection with any set offs or reclaims that XYZ may itself make to the tax authorities.

9.7     Interest and Penalties.

If it is subsequently determined (whether by Service Provider, XYZ or a Tax Authority) that the amount for taxes invoiced by Service Provider or a Service Provider local entity to XYZ or a XYZ local entity is less than the amount actually due and payable to a Tax Authority, Service Provider or the applicable Service Provider local entity shall be responsible for paying any associated penalties and interest payments.

## 10. BENCHMARKING

10.1    General.

XYZ may from time to time (but no more than once a year) elect to conduct a benchmarking of the Fees for a Support Service (for each such benchmarking, the Services being benchmarked the "**Benchmarked Services**"). Such benchmarking shall be performed by an independent third party chosen by XYZ from a selection of third parties mutually agreed to by the Parties, which shall include Gartner, TPI, and Deloitte Consulting. Such independent third party, the "**Benchmarker**", shall be retained by both Parties but XYZ shall be responsible for payment of the Benchmarker's charges. The Parties shall cooperate with the Benchmarker, including, as appropriate, making available knowledgeable personnel and pertinent documents and records.

10.2    Representative Sample.

The Benchmarker shall compare the charges for the Benchmarked Services to the costs being incurred in a representative sample of directly comparable services by or for other entities (the "**Representative Sample**"). The Benchmarker shall select the representative sample from entities (i) identified by the Benchmarker and (ii) identified by XYZ and approved by the Benchmarker. The Representative Sample may include entities that are customers of Service Provider. The Representative Sample shall consist of no fewer than 4 and no more than 6 entities for comparison. In any event, the Benchmarker shall use Commercially Reasonable Efforts to find at least four (4) such entities.

10.3    Methodology.

The Benchmarker shall perform the benchmarking in accordance with Benchmarker's documented procedures that shall be provided to the Parties prior to the start of the benchmarking process and in relation to which the Parties will be entitled to make representations for the Benchmarker's consideration. The Benchmarker shall benchmark the total charges applicable to the Benchmarked Services against the total charges applicable to similar services with respect to each of the selected entities comprising the Representative Sample. The Benchmarker shall normalize the data used to perform the benchmarking to accommodate differences between the volume of services, scope of services, service levels, financing or payment streams, costs, and other relevant factors pertaining to the Agreement and those applicable to the entities comprising the Representative Sample (including but not limited to the nature and extent of contractual obligations and risk, previous costs incurred in transition related activities, service level and credit regimes, and geographic locations of the services). Service Provider shall cooperate with reasonable requests by the Benchmarker for any information or data related to the Agreement or the Services to the extent necessary for the Benchmarker to perform the price benchmarking described in this section.

10.4    Benchmarking Plan.

The Benchmarker is to conduct a benchmarking as promptly as is prudent in the circumstances. The Parties shall meet with the Benchmarker for the purpose of agreeing upon a detailed plan (including time deadlines for provision of data by Service Provider) for implementing the benchmarking).

10.5    Benchmarker's Report.

Each Party shall be provided ten (10) Business Days to review, comment on and request changes in the Benchmarker's initial proposed findings. Following such review and comment, the Benchmarker shall issue to both Parties a final report of its findings and conclusions. Within fifteen (15) days of the date of such final report, XYZ and Service Provider will meet to jointly review the benchmark results.

10.6    Adjustment to Charges.

Service Provider's charges to XYZ will be in the lowest quartile (i.e., most favorable to the customers) for services of a directly comparable nature to the Services, taking into account all of the factors referred to in Section 10.3 above. If the Benchmarker's final report states that Service Provider's charges fail to meet this criteria, Service Provider shall, within thirty (30) days of the Parties' receipt of the Benchmarker's final report, lower its charges to a level discussed and agreed between the Parties, for the remainder of the Term. If Service Provider fails to so lower its charges in the required time period or if the Parties fail to reach agreement, then XYZ may terminate the Benchmarked Services without payment of any charges in respect of such termination (other than payment of any unrecovered elements of any amortized Transition Fees, if any) upon giving Service Provider at least sixty (60) days prior notice. Notwithstanding the dispute resolution provisions in this Agreement, absent fraud or collusion, the Benchmarker's findings are binding on the Parties.

## 11. NEW SERVICES

11.1    Introduction.

The Parties' obligations with respect to New Services shall be as described in this Section 11 and Section 4.10 of the Main Terms.

11.2    Use of Existing Billing Units.

If the performance of the New Services would be reflected in a change in the volume of chargeable resource usage, and the net change in the resources and expenses required to perform the additional functions would not be disproportionately different from the corresponding change in the volume or composition of such chargeable resource usage that would arise from performing such New Services, then the charge, if any, for such New Services shall be determined pursuant to the terms of this Appendix 12 (Fees), including the Resource Units Rates set forth in Exhibit 12-2 (Resource Unit Rates and Volume Bands). The additional functions shall then be considered "Services" and shall be subject to the provisions of the Agreement.

11.3    Service Provider Quote.

If the terms of Section 11.2 do not apply, then: (i) Service Provider shall quote to XYZ a charge for such additional functions that is no more than the charge Service Provider provides to customers similar to XYZ for similar services under similar circumstances (such quote shall be reduced, as applicable, to take into account resources and expenses of Service Provider for then-existing Services that would no longer be required if the additional functions would be performed by Service Provider); and (ii) upon receipt of such quote, XYZ may then elect to have Service Provider perform the New Services, and the charges under the Agreement shall be adjusted, if appropriate, to reflect such functions. If XYZ so elects, such services shall then be deemed "Services" and shall be subject to the provisions of the Agreement.

11.4    Use of Third Parties.

XYZ may elect to solicit and receive bids from, or otherwise enter into agreements with, third parties to perform, or to perform itself, such New Services. If XYZ so elects, Service Provider shall cooperate with XYZ and the third parties with respect to the provision of such New Services, at XYZ's cost and expense.

11.5    Services Evolution Not New Services.

Evolution, supplements, modifications, enhancements, and replacements of the Services over time to keep pace with technological advancements and improvements in the methods of delivering services shall not be deemed to be New Services.

## 12. SERVICE IMPROVEMENT AND TECHNOLOGY INNOVATION GAIN SHARING

12.1    Service or Technology Improvements.

The Parties shall verify whether process redesign, improvement of business processes outsourced to Service Provider and other Service improvements and innovations implemented in accordance with the Service Improvement Plan, and other technology investments required under this Agreement (collectively, the "**Service or Technology Improvements**") may lead to cost improvement and other financial benefits.

12.2    Gain Sharing.

The Parties will implement the following process for gain sharing in connection with such Service or Technology Improvements:

(A)    Service Provider will provide XYZ a proposal for XYZ's consideration describing the reduction in the cost of performing the Services arising from the implementation of the Service or Technology Improvements ("**Direct Benefits**"). Such proposal will include the following:

(1)    An estimate of the cost savings arising from such Service or Technology Improvement, as well as the costs for implementing the Service or Technology Improvements, whether they are wind-down costs or ramp-up costs;

(2)    The amount of the Direct Benefits or how such Direct Benefits will be calculated; and

(3)　　How the Parties shall account for the Direct Benefits resulting from the Service or Technology Improvement.

(B)　　Actual Direct Benefits shall be first applied equally to reimburse the Parties for the cost of their related investments to implement the Service or Technology Improvement.  After XYZ and Service Provider have each recouped such investments, they shall share the remaining benefits in equal parts.

(C)　　In addition to Direct Benefits from any Service or Technology Improvement, Service Provider shall propose for XYZ's consideration the sharing of other financial benefits to XYZ other than Direct Benefits resulting from a Service or Technology Improvement ("**Indirect Benefits**").  The Parties will agree on the sharing of any Indirect Benefits.  Any agreement to share Indirect Benefits must include how such Indirect Benefits shall be calculated.

* * * * *

**EXHIBIT 12-1**

**RESOURCE UNIT DEFINITIONS**

XYZ Corporation
Confidential
DLI-6226316v9

Global Services Agreement
Exhibit 12-1 (Resource Unit Definitions)
XYZ Agreement #:  SLNS01T 4840

**EXHIBIT 12-1**

**RESOURCE UNITS**

| Service Desk* | |
|---|---|
| • Solved Priority Ultra UAM Ticket | A "Solved Priority Ultra UAM Ticket" means a Solved Ticket recording that:<br><br>(i) a Service Desk Agent has fulfilled a Request from a Permitted User to perform a user account management activity (i.e. creation of a user account, deletion of a user account, modification of a user account) related to a software application identified by XYZ as "Ultra UAM Priority" through the UAM Classification Process, or<br><br>(ii) a Service Desk Agent has fulfilled a Request from a VIP to perform a user account management activity related to any application.<br><br>"Solved Priority Ultra UAM Ticket" will not include any request for a password reset or password change. |
| • Solved Priority High UAM Ticket | A "Solved Priority High UAM Ticket" means a Solved Ticket recording that a Service Desk Agent has fulfilled a Request from a Permitted User to perform a user account management activity (i.e. creation of a user account, deletion of a user account, modification of a user account) related to a software application identified by XYZ as "High UAM Priority" through the UAM Classification Process.<br><br>"Solved Priority High UAM Ticket" will not include any request for a password reset or password change. |
| • Solved Priority Medium UAM Ticket | A "Solved Priority Medium UAM Ticket" means a Solved Ticket recording that a Service Desk Agent has fulfilled a Request from a Permitted User to perform a user account management activity (i.e. creation of a user account, deletion of a user account, modification of a user account) related to a software application identified by XYZ as "Medium UAM Priority" through the UAM Classification Process.<br><br>"Solved Priority Medium UAM Ticket" will not include any request for a password reset or password change. |
| • Solved Priority Standard UAM Ticket | A "Solved Priority Standard UAM Ticket" means a Solved Ticket recording that a Service Desk Agent has fulfilled a Request from a Permitted User to perform a user account management activity (i.e. creation of a user account, deletion of a user account, modification of a user account) related to a software application other than a software application that has been identified as either Ultra UAM Priority, High UAM Priority or Medium UAM Priority.<br><br>"Solved Priority Standard UAM Ticket" will not include any request for a password reset or password change. |

| | |
|---|---|
| • Solved Password Reset | A "Solved Password Reset" means a Solved Ticket recording that a Service Desk Agent has fulfilled a Request from a Permitted User to perform a password reset or password change.<br><br>"Solved Password Reset" will not include any password reset performed by a Permitted User through a software tool or other system. |
| • Solved Voice Service Ticket | A "Solved Voice Service Ticket" means a Solved Ticket recording that a Service Desk Agent has fulfilled a Request from a Permitted User to perform the addition, change, or deletion of a telecommunications services or the resolution of an Incident related to a mobile telecommunications device or fixed line phone. |
| • Other Solved Ticket | An "Other Solved Ticket" means a Solved Ticket recording that a Service Desk Agent has fulfilled a Request from a Permitted User to solve an Incident or perform a Service Request.<br><br>"Other Solved Ticket" will not include any UAM Ticket, Pass Through Ticket, Solved Password Reset or Solved Voice Service Ticket. |
| • Pass Through Ticket | A "Pass Through Ticket" means a Ticket that has been assigned by a Service Desk Agent to another Global Support Function to be resolved and is marked as passed through in the TMS. |
| **Workstation Creation and Maintenance** ||
| • Visible Workstation | A "Visible Workstation" means a unique Workstation utilized by a Permitted User that has logged on to the XYZ Network within the past sixty (60) days, and has been recognized by XYZ's Workstation identification and management system (e.g. IBM Tivoli) within the current month. |
| • Tested Application | A "Tested Applications" means a Solved Ticket recording that Service Provider has fulfilled a Request from a Permitted User to test a software application in accordance with Exhibit 4-3. |
| • Created Software Package | A "Created Software Package" means a Solved Ticket recording that Service Provider has fulfilled a Request from a Permitted User to create a Software Package in accordance with Exhibit 4-3. |
| **On-Site Support\*\*** ||
| • Solved IMAC or Disposal/Reuse Tickets (excluding Voice Service) | A "Solved IMAC or Disposal/Reuse Ticket (excluding Voice Service)" means a Solved Ticket recording that Service Provider on-site support personnel has fulfilled a Request from a Permitted User to perform an IMAC/D.<br><br>"Solved IMAC or Disposal/Reuse Ticket (excluding Voice Service)" will not include any IMAC/D Projects or Soft IMAC/Ds. |
| • Solved Incident Ticket | A "Solved Incident Ticket" means a Solved Ticket recording that Service Provider on-site support personnel has solved an Incident reported by a Permitted User, other than a Solved Voice Service |

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Exhibit 12-1 (Resource Unit Definitions)
XYZ Agreement #: SLNS01T 4840

| | |
|---|---|
| (excluding Voice Service) | Ticket. |
| • Solved Voice Service Tickets | A "Solved Voice Service Ticket" means a Solved Ticket recording that Service Provider on-site support personnel has fulfilled a Request from a Permitted User to perform the addition, change, or deletion of a telecommunications services or the resolution of an Incident related to a mobile telecommunications device or fixed line phone. |

\* The Service Desk Resource Units will be charged by Service Provider at the various rates set forth in Exhibit 12-2 (Resource Unit Rates and Volume Bands) based upon the language selected by the Permitted User when contacting the Service Desk.

\*\* The On-Site Support Resource Units will be charged by Service Provider at the various rates set forth in Exhibit 12-2 (Resource Unit Rates and Volume Bands) based upon the location of the Permitted User receiving the On-Site Support Services.

\* \* \* \* \*

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Global Services Agreement
Exhibit 12-1 (Resource Unit Definitions)
XYZ Agreement #: SLNS01T 4840

# ATTACHMENT 12-2-1

# FEES FOR INITIAL SERVICE POINTS

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Global Services Agreement
Attachment 12-2-1 (Fees for Initial Service Points)

DLI-6231986v3

XYZ Agreement #: ESLNS01T 4840

## ATTACHMENT 12-2-1

## FEES FOR INITIAL SERVICE POINTS

During the Term, XYZ will pay to Service Provider a monthly fee for the Service Points set forth in Attachment 4-2-1 (XYZ Initial Service Points) in the amount of €29,900.27 starting on the Service Commencement Date.

**ATTACHMENT 12-2-2**

**COST OF LIVING ADJUSTMENT**

## ATTACHMENT 12-2-2
## COST OF LIVING ADJUSTMENT

| COLA PERCENTAGES APPLICABLE FROM CONTRACT YEAR ("CY") 2 ONWARDS | | | | |
|---|---|---|---|---|
| **Service Desk (For All the Resource Units)** | | | | |
| | Annual Percentage (%) COLA Factor | | | |
| **Language Groupings** | **CY2** | **CY3** | **CY4** | **CY5** |
| Finnish | 2.80 | 2.78 | 2.80 | 2.81 |
| English | 3.83 | 3.79 | 3.88 | 3.92 |
| European | 2.70 | 2.68 | 2.70 | 2.71 |
| Asian | 1.75 | 1.70 | 1.76 | 1.78 |
| **Workstation Creation and Maintenance** | | | | |
| | **CY2** | **CY3** | **CY4** | **CY5** |
| Visible Workstation | 4.61 | 4.63 | 4.65 | 4.66 |
| Tested Application | 5.00 | 5.00 | 5.00 | 5.00 |
| Created Software Package | 5.00 | 5.00 | 5.00 | 5.00 |
| **On-Site Support Services** | | | | |
| **Finland** | **CY2** | **CY3** | **CY4** | **CY5** |
| Solved IMAC or Disposal/Reuse Tickets (excluding Voice Service) | 5.56 | 5.43 | 2.08 | 2.59 |
| Solved Incident Ticket (excluding Voice Service) | 2.11 | 2.08 | 2.06 | 2.04 |
| Solved Voice Service Ticket | 2.39 | 2.39 | 2.39 | 2.39 |
| **Other European Countries** | **CY2** | **CY3** | **CY4** | **CY5** |
| Solved IMAC or Disposal/Reuse Tickets (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Incident Ticket (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Voice Service Ticket | 2.39 | 2.39 | 2.39 | 2.39 |
| **Africa & Middle East** | **CY2** | **CY3** | **CY4** | **CY5** |
| Solved IMAC or Disposal/Reuse Tickets (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Incident Ticket (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Voice Service Ticket | 2.39 | 2.39 | 2.39 | 2.39 |
| **India** | **CY2** | **CY3** | **CY4** | **CY5** |
| Solved IMAC or Disposal/Reuse Tickets (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Incident Ticket (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Voice Service Ticket | 2.39 | 2.39 | 2.39 | 2.39 |
| **Asia Pacific** | **CY2** | **CY3** | **CY4** | **CY5** |
| Solved IMAC or Disposal/Reuse Tickets (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Incident Ticket (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Voice Service Ticket | 2.39 | 2.39 | 2.39 | 2.39 |
| **China** | **CY2** | **CY3** | **CY4** | **CY5** |
| Solved IMAC or Disposal/Reuse Tickets (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Incident Ticket (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Voice Service Ticket | 2.39 | 2.39 | 2.39 | 2.39 |
| **North America** | **CY2** | **CY3** | **CY4** | **CY5** |
| Solved IMAC or Disposal/Reuse Tickets (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Incident Ticket (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Voice Service Ticket | 2.39 | 2.39 | 2.39 | 2.39 |
| **South America** | **CY2** | **CY3** | **CY4** | **CY5** |
| Solved IMAC or Disposal/Reuse Tickets (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Incident Ticket (excluding Voice Service) | 2.39 | 2.39 | 2.39 | 2.39 |
| Solved Voice Service Ticket | 2.39 | 2.39 | 2.39 | 2.39% |

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Attachment 12-2-2 (Cost of Living Adjustment)
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Worked Example

Set out below is an example of how the COLA will apply in respect of the Finland Service Desk.

(A)     The COLA is applied cumulatively for each Contract Year on a year on year basis in a compound manner, starting from the second (2nd) Contract Year.

(B)     The example below uses the following Resource Unit Rate taken from Exhibit 12-2 (Resource Unit Rates and Volume Bands) - "Solved Priority High UAM Ticket" for the 80-120% band for the Finnish Service Desk.

|  | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 |
|---|---|---|---|---|---|
| Fees excluding COLA | 18.50 | 15.87 | 15.01 | 15.01 | 15.01 |
| Year on year COLA percentage (%) | N/A | 2.80% | 2.78% | 2.80% | 2.81% |
| Cumulative COLA percentage (%) | N/A | 2.80% | 5.68% | 8.62% | 11.67% |
| Fees including COLA | 18.50 | 16.31 | 15.86 | 16.30 | 16.76 |

# EXHIBIT 12-2

# RESOURCE UNIT RATES AND VOLUME BANDS

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #:  ESLNS01T 4840

| Baseline Volumes Service Desk: Tickets per month | | | | |
|---|---|---|---|---|
| **Description** | **Finnish Baseline Volume** | **European Languages Baseline Volume** | **English Baseline Volume** | **Asian Lanaguages Baseline Volumes** |
| **Solved UAM tickets** | 5,967 | 2,492 | 6,669 | 2,071 |
| **Solved Voice Service Tickets** | 1,180 | 493 | 1,318 | 409 |
| **Other Solved Tickets (Excluding Voice)** | 4,302 | 1,797 | 4,808 | 1,493 |
| **Pass Through Tickets** | 5,551 | 2,318 | 6,204 | 1,927 |

| **Workstation Platform Creation and Maintenance Services (WPCM)** | **Baseline per Month** |
|---|---|
| Workstation Platform Creation and Maintenance (WPCM)- # of Visible Workstation | 50,000 |
| Application Testing (EUR / tested application) | 30 |
| Creation of SW Package (EUR / created package) | 15 |

| **On-Site Support** | **Baseline per month** |
|---|---|
| **Solved Tickets and Incidents** | |
| Finland | |
| Solved IMAC or Disposal/Reuse tickets excluding Voice Service (EUR / ticket) | 5,000 |
| Solved incident excluding Voice Service (EUR / incident) | 1,250 |
| Solved Voice Service Tickets (EUR / ticket) | 30 |
| Other European Countries | |
| Solved IMAC or Disposal/Reuse tickets excluding Voice Service (EUR / ticket) | 2,400 |
| Solved incident excluding Voice Service (EUR / incident) | 600 |
| Solved Voice Service Tickets (EUR / ticket) | 350 |
| Africa & Middle East | |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
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| | |
|---|---|
| Solved IMAC or Disposal/Reuse tickets excluding Voice Service (EUR / ticket) | 75 |
| Solved incident excluding Voice Service (EUR / incident) | 25 |
| Solved Voice Service Tickets (EUR / ticket) | 10 |
| **India** | |
| Solved IMAC or Disposal/Reuse tickets excluding Voice Service (EUR / ticket) | 400 |
| Solved incident excluding Voice Service (EUR / incident) | 200 |
| Solved Voice Service Tickets (EUR / ticket) | 10 |
| **Asia Pacific** | |
| Solved IMAC or Disposal/Reuse tickets excluding Voice Service (EUR / ticket) | 500 |
| Solved incident excluding Voice Service (EUR / incident) | 250 |
| Solved Voice Service Tickets (EUR / ticket) | 10 |
| **China** | |
| Solved IMAC or Disposal/Reuse tickets excluding Voice Service (EUR / ticket) | 750 |
| Solved incident excluding Voice Service (EUR / incident) | 500 |
| Solved Voice Service Tickets (EUR / ticket) | 150 |
| **North America** | |
| Solved IMAC or Disposal/Reuse tickets excluding Voice Service (EUR / ticket) | 700 |
| Solved incident excluding Voice Service (EUR / incident) | 450 |
| Solved Voice Service Tickets (EUR / ticket) | 20 |
| **South America** | |
| Solved IMAC or Disposal/Reuse tickets excluding Voice Service (EUR / ticket) | 450 |
| Solved incident excluding Voice Service (EUR / incident) | 200 |
| Solved Voice Service Tickets (EUR / ticket) | 70 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #:  ESLNS01T 4840

# Service Desk Finnish Language

| Description | | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
|---|---|---|---|---|---|---|---|
| | | | | | YEAR 1 | | |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 5,967 | 37.68 | 30.14 | 27.40 | 26.03 | 25.38 |
| Resource Unit | Solved Priority High UAM Ticket | | 25.44 | 20.35 | 18.50 | 17.58 | 17.14 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 20.31 | 16.25 | 14.77 | 14.03 | 13.68 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 15.40 | 12.32 | 11.20 | 10.64 | 10.37 |
| Resource Unit | Solved Password Reset | | 15.40 | 12.32 | 11.20 | 10.64 | 10.37 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 1,180 | 35.71 | 28.57 | 25.97 | 24.67 | 24.06 |
| Resource Unit | Other Solved Ticket | 4,302 | 38.16 | 30.53 | 27.76 | 26.37 | 25.71 |
| Resource Unit | Pass Through Ticket | 5,551 | 10.27 | 8.21 | 7.47 | 7.09 | 6.92 |

| Description | | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
|---|---|---|---|---|---|---|---|
| | | | | | YEAR 2 | | |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 5,967 | 37.67 | 30.14 | 27.40 | 26.03 | 25.38 |
| Resource Unit | Solved Priority High UAM Ticket | | 21.82 | 17.45 | 15.87 | 15.07 | 14.70 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 17.42 | 13.93 | 12.67 | 12.03 | 11.73 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 13.21 | 10.56 | 9.60 | 9.12 | 8.90 |
| Resource Unit | Solved Password Reset | | 13.21 | 10.56 | 9.60 | 9.12 | 8.90 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
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| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
|---|---|---|---|---|---|---|---|
| Resource Unit | Solved Voice Service Ticket | 1,180 | 30.62 | 24.50 | 22.27 | 21.16 | 20.63 |
| Resource Unit | Other Solved Ticket | 4,302 | 32.73 | 26.18 | 23.80 | 22.61 | 22.05 |
| Resource Unit | Pass Through Ticket | 5,551 | 8.80 | 7.04 | 6.40 | 6.08 | 5.93 |

| | | | YEAR 3 | | | | |
|---|---|---|---|---|---|---|---|
| Description | | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 5,967 | 37.67 | 30.14 | 27.40 | 26.03 | 25.38 |
| Resource Unit | Solved Priority High UAM Ticket | | 20.64 | 16.52 | 15.01 | 14.26 | 13.91 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 16.48 | 13.18 | 11.98 | 11.39 | 11.10 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 12.50 | 10.00 | 9.09 | 8.63 | 8.42 |
| Resource Unit | Solved Password Reset | | 12.50 | 10.00 | 9.09 | 8.63 | 8.42 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 1,180 | 28.97 | 23.18 | 21.07 | 20.02 | 19.52 |
| Resource Unit | Other Solved Ticket | 4,302 | 30.97 | 24.77 | 22.52 | 21.39 | 20.86 |
| Resource Unit | Pass Through Ticket | 5,551 | 8.33 | 6.66 | 6.06 | 5.76 | 5.61 |

| | | | YEAR 4 | | | | |
|---|---|---|---|---|---|---|---|
| Description | | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 5,967 | 37.67 | 30.14 | 27.40 | 26.03 | 25.38 |
| Resource Unit | Solved Priority High UAM Ticket | | 20.64 | 16.52 | 15.01 | 14.26 | 13.91 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 16.48 | 13.18 | 11.98 | 11.39 | 11.10 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 12.50 | 10.00 | 9.09 | 8.63 | 8.42 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Resource Unit | Solved Password Reset | | 12.50 | 10.00 | 9.09 | 8.63 | 8.42 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 1,180 | 28.97 | 23.18 | 21.07 | 20.02 | 19.52 |
| Resource Unit | Other Solved Ticket | 4,302 | 30.97 | 24.77 | 22.52 | 21.39 | 20.86 |
| Resource Unit | Pass Through Ticket | 5,551 | 8.33 | 6.66 | 6.06 | 5.76 | 5.61 |

| Description | | Baseline Volume | YEAR 5 | | | | |
|---|---|---|---|---|---|---|---|
| | | | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | | 37.67 | 30.14 | 27.40 | 26.03 | 25.38 |
| Resource Unit | Solved Priority High UAM Ticket | | 20.64 | 16.52 | 15.01 | 14.26 | 13.91 |
| Resource Unit | Solved Priority Medium UAM Ticket | 5,967 | 16.48 | 13.18 | 11.98 | 11.39 | 11.10 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 12.50 | 10.00 | 9.09 | 8.63 | 8.42 |
| Resource Unit | Solved Password Reset | | 12.50 | 10.00 | 9.09 | 8.63 | 8.42 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 1,180 | 28.97 | 23.18 | 21.07 | 20.02 | 19.52 |
| Resource Unit | Other Solved Ticket | 4,302 | 30.97 | 24.77 | 22.52 | 21.39 | 20.86 |
| Resource Unit | Pass Through Ticket | 5,551 | 8.33 | 6.66 | 6.06 | 5.76 | 5.61 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

# Service Desk English Language

| Description | | Baseline Volume | YEAR 1 | | | | |
|---|---|---|---|---|---|---|---|
| | | | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 6,669 | 13.89 | 11.11 | 10.10 | 9.60 | 9.36 |
| Resource Unit | Solved Priority High UAM Ticket | | 9.32 | 7.46 | 6.78 | 6.44 | 6.28 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 7.44 | 5.95 | 5.41 | 5.14 | 5.01 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 5.64 | 4.51 | 4.10 | 3.90 | 3.80 |
| Resource Unit | Solved Password Reset | | 5.64 | 4.51 | 4.10 | 3.90 | 3.80 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 1,318 | 13.08 | 10.46 | 9.51 | 9.04 | 8.81 |
| Resource Unit | Other Solved Ticket | 4,808 | 13.98 | 11.18 | 10.17 | 9.66 | 9.42 |
| Resource Unit | Pass Through Ticket | 6,204 | 3.76 | 3.01 | 2.73 | 2.60 | 2.53 |

| Description | | Baseline Volume | YEAR 2 | | | | |
|---|---|---|---|---|---|---|---|
| | | | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 6,669 | 13.89 | 11.11 | 10.10 | 9.59 | 9.35 |
| Resource Unit | Solved Priority High UAM Ticket | | 8.41 | 6.73 | 6.12 | 5.81 | 5.67 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 6.71 | 5.37 | 4.88 | 4.64 | 4.52 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 5.09 | 4.07 | 3.70 | 3.52 | 3.43 |
| Resource Unit | Solved Password Reset | | 5.09 | 4.07 | 3.70 | 3.52 | 3.43 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
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| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
|---|---|---|---|---|---|---|---|
| Resource Unit | Solved Voice Service Ticket | 1,318 | 11.81 | 9.44 | 8.59 | 8.16 | 7.95 |
| Resource Unit | Other Solved Ticket | 4,808 | 12.62 | 10.09 | 9.18 | 8.72 | 8.50 |
| Resource Unit | Pass Through Ticket | 6,204 | 3.39 | 2.72 | 2.47 | 2.35 | 2.29 |

| | | | YEAR 3 | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | | 13.89 | 11.11 | 10.10 | 9.59 | 9.35 |
| Resource Unit | Solved Priority High UAM Ticket | | 8.12 | 6.50 | 5.91 | 5.61 | 5.47 |
| Resource Unit | Solved Priority Medium UAM Ticket | 6,669 | 6.48 | 5.19 | 4.71 | 4.48 | 4.37 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 4.92 | 3.93 | 3.57 | 3.40 | 3.31 |
| Resource Unit | Solved Password Reset | | 4.92 | 3.93 | 3.57 | 3.40 | 3.31 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 1,318 | 11.40 | 9.12 | 8.29 | 7.88 | 7.68 |
| Resource Unit | Other Solved Ticket | 4,808 | 12.18 | 9.75 | 8.86 | 8.42 | 8.21 |
| Resource Unit | Pass Through Ticket | 6,204 | 3.28 | 2.62 | 2.38 | 2.26 | 2.21 |

| | | | YEAR 4 | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 6,669 | 13.89 | 11.11 | 10.10 | 9.59 | 9.35 |
| Resource Unit | Solved Priority High UAM Ticket | | 8.12 | 6.50 | 5.91 | 5.61 | 5.47 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 6.48 | 5.19 | 4.71 | 4.48 | 4.37 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 4.92 | 3.93 | 3.57 | 3.40 | 3.31 |

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Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #:  ESLNS01T 4840

| | Description | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
|---|---|---|---|---|---|---|---|
| Resource Unit | Solved Password Reset | | 4.92 | 3.93 | 3.57 | 3.40 | 3.31 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 1,318 | 11.40 | 9.12 | 8.29 | 7.88 | 7.68 |
| Resource Unit | Other Solved Ticket | 4,808 | 12.18 | 9.75 | 8.86 | 8.42 | 8.21 |
| Resource Unit | Pass Through Ticket | 6,204 | 3.28 | 2.62 | 2.38 | 2.26 | 2.21 |

| | | | YEAR 5 | | | | |
|---|---|---|---|---|---|---|---|
| Description | | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | | 13.89 | 11.11 | 10.10 | 9.59 | 9.35 |
| Resource Unit | Solved Priority High UAM Ticket | | 8.12 | 6.50 | 5.91 | 5.61 | 5.47 |
| Resource Unit | Solved Priority Medium UAM Ticket | 6,669 | 6.48 | 5.19 | 4.71 | 4.48 | 4.37 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 4.92 | 3.93 | 3.57 | 3.40 | 3.31 |
| Resource Unit | Solved Password Reset | | 4.92 | 3.93 | 3.57 | 3.40 | 3.31 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 1,318 | 11.40 | 9.12 | 8.29 | 7.88 | 7.68 |
| Resource Unit | Other Solved Ticket | 4,808 | 12.18 | 9.75 | 8.86 | 8.42 | 8.21 |
| Resource Unit | Pass Through Ticket | 6,204 | 3.28 | 2.62 | 2.38 | 2.26 | 2.21 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #:  ESLNS01T 4840

# Service Desk Other European Language

| Description | | Baseline Volume | YEAR 1 | | | | |
|---|---|---|---|---|---|---|---|
| | | | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 2,492 | 31.09 | 22.21 | 20.19 | 19.18 | 18.70 |
| Resource Unit | Solved Priority High UAM Ticket | | 21.79 | 15.57 | 14.15 | 13.44 | 13.11 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 17.40 | 12.43 | 11.30 | 10.73 | 10.46 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 13.19 | 9.42 | 8.56 | 8.14 | 7.93 |
| Resource Unit | Solved Password Reset | | 13.19 | 9.42 | 8.56 | 8.14 | 7.93 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 493 | 30.58 | 21.85 | 19.86 | 18.87 | 18.40 |
| Resource Unit | Other Solved Ticket | 1,797 | 32.69 | 23.35 | 21.23 | 20.16 | 19.66 |
| Resource Unit | Pass Through Ticket | 2,318 | 8.79 | 6.28 | 5.71 | 5.42 | 5.29 |

| Description | | Baseline Volume | YEAR 2 | | | | |
|---|---|---|---|---|---|---|---|
| | | | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 2,492 | 31.09 | 22.21 | 20.19 | 19.18 | 18.70 |
| Resource Unit | Solved Priority High UAM Ticket | | 20.00 | 14.29 | 12.99 | 12.34 | 12.03 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 15.97 | 11.41 | 10.37 | 9.85 | 9.60 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 12.11 | 8.65 | 7.86 | 7.47 | 7.28 |
| Resource Unit | Solved Password Reset | | 12.11 | 8.65 | 7.86 | 7.47 | 7.28 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

| | Other Solved tickets (EUR / Solved Resource Unit) | | | | | | |
|---|---|---|---|---|---|---|---|
| Resource Unit | Solved Voice Service Ticket | 493 | 28.08 | 20.05 | 18.23 | 17.32 | 16.89 |
| Resource Unit | Other Solved Ticket | 1,797 | 30.01 | 21.43 | 19.48 | 18.51 | 18.05 |
| Resource Unit | Pass Through Ticket | 2,318 | 8.07 | 5.77 | 5.24 | 4.98 | 4.85 |

| | | | YEAR 3 | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | | 31.09 | 22.21 | 20.19 | 19.18 | 18.70 |
| Resource Unit | Solved Priority High UAM Ticket | | 19.08 | 13.63 | 12.39 | 11.77 | 11.48 |
| Resource Unit | Solved Priority Medium UAM Ticket | 2,492 | 15.23 | 10.88 | 9.89 | 9.40 | 9.16 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 11.55 | 8.25 | 7.50 | 7.12 | 6.95 |
| Resource Unit | Solved Password Reset | | 11.55 | 8.25 | 7.50 | 7.12 | 6.95 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 493 | 26.78 | 19.13 | 17.39 | 16.52 | 16.11 |
| Resource Unit | Other Solved Ticket | 1,797 | 28.62 | 20.44 | 18.58 | 17.65 | 17.21 |
| Resource Unit | Pass Through Ticket | 2,318 | 7.70 | 5.50 | 5.00 | 4.75 | 4.63 |

| | | | YEAR 4 | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 2,492 | 31.09 | 22.21 | 20.19 | 19.18 | 18.70 |
| Resource Unit | Solved Priority High UAM Ticket | | 19.08 | 13.63 | 12.39 | 11.77 | 11.48 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 15.23 | 10.88 | 9.89 | 9.40 | 9.16 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 11.55 | 8.25 | 7.50 | 7.12 | 6.95 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

| | | | | | | |
|---|---|---|---|---|---|---|
| Resource Unit | Solved Password Reset | | 11.55 | 8.25 | 7.50 | 7.12 | 6.95 |

**Other Solved tickets (EUR / Solved Resource Unit)**

| | | | | | | |
|---|---|---|---|---|---|---|
| Resource Unit | Solved Voice Service Ticket | 493 | 26.78 | 19.13 | 17.39 | 16.52 | 16.11 |
| Resource Unit | Other Solved Ticket | 1,797 | 28.62 | 20.44 | 18.58 | 17.65 | 17.21 |
| Resource Unit | Pass Through Ticket | 2,318 | 7.70 | 5.50 | 5.00 | 4.75 | 4.63 |

| | | | YEAR 5 | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | | 31.09 | 22.21 | 20.19 | 19.18 | 18.70 |
| Resource Unit | Solved Priority High UAM Ticket | | 19.08 | 13.63 | 12.39 | 11.77 | 11.48 |
| Resource Unit | Solved Priority Medium UAM Ticket | 2,492 | 15.23 | 10.88 | 9.89 | 9.40 | 9.16 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 11.55 | 8.25 | 7.50 | 7.12 | 6.95 |
| Resource Unit | Solved Password Reset | | 11.55 | 8.25 | 7.50 | 7.12 | 6.95 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 493 | 26.78 | 19.13 | 17.39 | 16.52 | 16.11 |
| Resource Unit | Other Solved Ticket | 1,797 | 28.62 | 20.44 | 18.58 | 17.65 | 17.21 |
| Resource Unit | Pass Through Ticket | 2,318 | 7.70 | 5.50 | 5.00 | 4.75 | 4.63 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

# Service Desk Asian Language

| Description | | Baseline Volume | YEAR 1 | | | | |
|---|---|---|---|---|---|---|---|
| | | | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 2,071 | 19.83 | 15.86 | 14.42 | 13.70 | 13.36 |
| Resource Unit | Solved Priority High UAM Ticket | | 13.32 | 10.66 | 9.69 | 9.21 | 8.98 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 10.64 | 8.51 | 7.73 | 7.35 | 7.16 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 8.06 | 6.45 | 5.86 | 5.57 | 5.43 |
| Resource Unit | Solved Password Reset | | 8.06 | 6.45 | 5.86 | 5.57 | 5.43 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 409 | 18.70 | 14.96 | 13.60 | 12.92 | 12.60 |
| Resource Unit | Other Solved Ticket | 1,493 | 19.99 | 15.99 | 14.53 | 13.81 | 13.46 |
| Resource Unit | Pass Through Ticket | 1,927 | 5.38 | 4.30 | 3.91 | 3.71 | 3.62 |

| Description | | Baseline Volume | YEAR 2 | | | | |
|---|---|---|---|---|---|---|---|
| | | | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 2,071 | 19.83 | 15.86 | 14.42 | 13.70 | 13.36 |
| Resource Unit | Solved Priority High UAM Ticket | | 12.65 | 10.12 | 9.20 | 8.74 | 8.52 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 10.09 | 8.08 | 7.34 | 6.97 | 6.80 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 7.65 | 6.12 | 5.57 | 5.29 | 5.16 |
| Resource Unit | Solved Password Reset | | 7.65 | 6.12 | 5.57 | 5.29 | 5.16 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #:  ESLNS01T 4840

| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
|---|---|---|---|---|---|---|---|
| Resource Unit | Solved Voice Service Ticket | 409 | 17.75 | 14.20 | 12.91 | 12.26 | 11.96 |
| Resource Unit | Other Solved Ticket | 1,493 | 18.97 | 15.18 | 13.80 | 13.11 | 12.78 |
| Resource Unit | Pass Through Ticket | 1,927 | 5.10 | 4.08 | 3.71 | 3.53 | 3.44 |

| | | | YEAR 3 | | | | |
|---|---|---|---|---|---|---|---|
| Description | | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | | 19.83 | 15.86 | 14.42 | 13.70 | 13.36 |
| Resource Unit | Solved Priority High UAM Ticket | | 12.27 | 9.81 | 8.92 | 8.48 | 8.26 |
| Resource Unit | Solved Priority Medium UAM Ticket | 2,071 | 9.79 | 7.83 | 7.12 | 6.77 | 6.60 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 7.42 | 5.94 | 5.40 | 5.13 | 5.00 |
| Resource Unit | Solved Password Reset | | 7.42 | 5.94 | 5.40 | 5.13 | 5.00 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 409 | 17.22 | 13.77 | 12.52 | 11.89 | 11.60 |
| Resource Unit | Other Solved Ticket | 1,493 | 18.40 | 14.72 | 13.38 | 12.71 | 12.39 |
| Resource Unit | Pass Through Ticket | 1,927 | 4.95 | 3.96 | 3.60 | 3.42 | 3.33 |

| | | | YEAR 4 | | | | |
|---|---|---|---|---|---|---|---|
| Description | | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | 2,071 | 19.83 | 15.86 | 14.42 | 13.70 | 13.36 |
| Resource Unit | Solved Priority High UAM Ticket | | 12.27 | 9.81 | 8.92 | 8.48 | 8.26 |
| Resource Unit | Solved Priority Medium UAM Ticket | | 9.79 | 7.83 | 7.12 | 6.77 | 6.60 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 7.42 | 5.94 | 5.40 | 5.13 | 5.00 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

| | Description | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
|---|---|---|---|---|---|---|---|
| Resource Unit | Solved Password Reset | | 7.42 | 5.94 | 5.40 | 5.13 | 5.00 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 409 | 17.22 | 13.77 | 12.52 | 11.89 | 11.60 |
| Resource Unit | Other Solved Ticket | 1,493 | 18.40 | 14.72 | 13.38 | 12.71 | 12.39 |
| Resource Unit | Pass Through Ticket | 1,927 | 4.95 | 3.96 | 3.60 | 3.42 | 3.33 |

| | | | YEAR 5 | | | | |
|---|---|---|---|---|---|---|---|
| Description | | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Solved UAM tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Priority Ultra UAM Ticket | | 19.83 | 15.86 | 14.42 | 13.70 | 13.36 |
| Resource Unit | Solved Priority High UAM Ticket | | 12.27 | 9.81 | 8.92 | 8.48 | 8.26 |
| Resource Unit | Solved Priority Medium UAM Ticket | 2,071 | 9.79 | 7.83 | 7.12 | 6.77 | 6.60 |
| Resource Unit | Solved Priority Standard UAM Ticket | | 7.42 | 5.94 | 5.40 | 5.13 | 5.00 |
| Resource Unit | Solved Password Reset | | 7.42 | 5.94 | 5.40 | 5.13 | 5.00 |
| Other Solved tickets (EUR / Solved Resource Unit) | | | | | | | |
| Resource Unit | Solved Voice Service Ticket | 409 | 17.22 | 13.77 | 12.52 | 11.89 | 11.60 |
| Resource Unit | Other Solved Ticket | 1,493 | 18.40 | 14.72 | 13.38 | 12.71 | 12.39 |
| Resource Unit | Pass Through Ticket | 1,927 | 4.95 | 3.96 | 3.60 | 3.42 | 3.33 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

# Workstation Creation and Maintenance

| | | YEAR 1 | | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Global EUR/ Resource unit | | | | | | | |
| Resource Unit | Visible Workstation (EUR / Visible Workstation / Month) | 50,000 | 1.30 | 1.04 | 0.94 | 0.90 | 0.87 |
| Resource Unit | Tested Application | 30 | | | 303.73 | | |
| Resource Unit | Created Software Package | 15 | | | 409.63 | | |

| | | YEAR 2 | | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Global EUR/ Resource unit | | | | | | | |
| Resource Unit | Visible Workstation (EUR / Visible Workstation / Month) | 50,000 | 1.30 | 1.04 | 0.94 | 0.90 | 0.87 |
| Resource Unit | Tested Application | 30 | | | 303.73 | | |
| Resource Unit | Created Software Package | 15 | | | 409.63 | | |

| | | YEAR 3 | | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Global EUR/ Resource unit | | | | | | | |
| Resource Unit | Visible Workstation (EUR / Visible Workstation / Month) | 50,000 | 1.30 | 1.04 | 0.94 | 0.90 | 0.87 |
| Resource Unit | Tested Application | 30 | | | 303.73 | | |
| Resource Unit | Created Software Package | 15 | | | 409.63 | | |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #:  ESLNS01T 4840

| | | YEAR 4 | | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Global EUR/ Resource unit | | | | | | | |
| Resource Unit | Visible Workstation (EUR / Visible Workstation / Month) | 50,000 | 1.30 | 1.04 | 0.94 | 0.90 | 0.87 |
| Resource Unit | Tested Application | 30 | | | 303.73 | | |
| Resource Unit | Created Software Package | 15 | | | 409.63 | | |

| | | YEAR 5 | | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Global EUR/ Resource unit | | | | | | | |
| Resource Unit | Visible Workstation (EUR / Visible Workstation / Month) | 50,000 | 1.30 | 1.04 | 0.94 | 0.90 | 0.87 |
| Resource Unit | Tested Application | 30 | | | 303.73 | | |
| Resource Unit | Created Software Package | 15 | | | 409.63 | | |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

# On-Site Support

| Description | | Baseline Volume | YEAR 1 | | | | |
|---|---|---|---|---|---|---|---|
| | | | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Finland (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 5,000 | 102.24 | 78.65 | 65.54 | 58.99 | 56.04 |
| Resource Unit | Solved Incident excluding Voice Service | 1,250 | 52.51 | 40.39 | 33.66 | 30.29 | 28.78 |
| Resource Unit | Solved Voice Service Ticket | 30 | 59.37 | 45.67 | 38.06 | 34.25 | 32.54 |
| Other European Countries (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 2,400 | 182.36 | 140.28 | 80.16 | 79.36 | 78.56 |
| Resource Unit | Solved Incident excluding Voice Service | 600 | 178.19 | 137.07 | 78.33 | 77.54 | 76.77 |
| Resource Unit | Solved Voice Service Ticket | 350 | 190.59 | 146.61 | 83.78 | 82.94 | 82.11 |
| Africa & Middle East (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 75 | 370.86 | 285.28 | 251.46 | 244.42 | 234.64 |
| Resource Unit | Solved Incident excluding Voice Service | 25 | 438.28 | 337.14 | 297.17 | 288.85 | 277.29 |
| Resource Unit | Solved Voice Service Ticket | 10 | 89.38 | 68.75 | 60.60 | 58.91 | 56.55 |
| India (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 400 | 9.26 | 7.13 | 6.53 | 5.88 | 5.29 |
| Resource Unit | Solved Incident excluding Voice Service | 200 | 9.26 | 7.13 | 6.53 | 5.88 | 5.29 |
| Resource Unit | Solved Voice Service Ticket | 10 | 26.29 | 20.23 | 18.54 | 16.69 | 15.02 |
| Asia Pacific (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 500 | 74.08 | 50.51 | 46.30 | 37.96 | 31.13 |
| Resource Unit | Solved Incident excluding Voice Service | 250 | 65.33 | 44.55 | 40.83 | 33.48 | 27.46 |
| Resource Unit | Solved Voice Service Ticket | 10 | 82.78 | 56.45 | 51.74 | 42.43 | 34.79 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #:  ESLNS01T 4840

| | Description | Baseline Volume | | | | | |
|---|---|---|---|---|---|---|---|
| China (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 750 | 59.88 | 46.06 | 40.60 | 39.47 | 37.89 |
| Resource Unit | Solved Incident excluding Voice Service | 500 | 38.17 | 29.36 | 25.88 | 25.15 | 24.15 |
| Resource Unit | Solved Voice Service Ticket | 150 | 54.53 | 41.95 | 36.97 | 35.94 | 34.50 |
| North America (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 700 | 167.11 | 128.54 | 113.30 | 110.13 | 105.73 |
| Resource Unit | Solved Incident excluding Voice Service | 450 | 206.08 | 158.52 | 139.73 | 135.81 | 130.38 |
| Resource Unit | Solved Voice Service Ticket | 20 | 144.24 | 110.95 | 97.80 | 95.06 | 91.26 |
| South America (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 450 | 119.54 | 91.95 | 81.05 | 78.78 | 75.63 |
| Resource Unit | Solved Incident excluding Voice Service | 200 | 140.52 | 108.09 | 95.28 | 92.61 | 88.91 |
| Resource Unit | Solved Voice Service Ticket | 70 | 89.23 | 68.64 | 60.50 | 58.81 | 56.46 |

| | | | YEAR 2 | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | Baseline Volume | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Finland (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 5,000 | 92.02 | 70.78 | 58.99 | 53.09 | 50.43 |
| Resource Unit | Solved Incident excluding Voice Service | 1,250 | 49.88 | 38.37 | 31.97 | 28.78 | 27.34 |
| Resource Unit | Solved Voice Service Ticket | 30 | 59.37 | 45.67 | 38.06 | 34.25 | 32.54 |
| Other European Countries (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 2,400 | 182.36 | 140.28 | 80.16 | 79.36 | 78.56 |
| Resource Unit | Solved Incident excluding Voice Service | 600 | 178.19 | 137.07 | 78.33 | 77.54 | 76.77 |
| Resource Unit | Solved Voice Service Ticket | 350 | 190.59 | 146.61 | 83.78 | 82.94 | 82.11 |
| Africa & Middle East (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 75 | 370.86 | 285.28 | 251.46 | 244.42 | 234.64 |
| Resource Unit | Solved Incident excluding Voice Service | 25 | 438.28 | 337.14 | 297.17 | 288.85 | 277.29 |
| Resource Unit | Solved Voice Service Ticket | 10 | 89.38 | 68.75 | 60.60 | 58.91 | 56.55 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

| India (EUR / Resource Unit) | | | | | | | |
|---|---|---|---|---|---|---|---|
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 400 | 9.26 | 7.13 | 6.53 | 5.88 | 5.29 |
| Resource Unit | Solved Incident excluding Voice Service | 200 | 9.26 | 7.13 | 6.53 | 5.88 | 5.29 |
| Resource Unit | Solved Voice Service Ticket | 10 | 26.29 | 20.23 | 18.54 | 16.69 | 15.02 |
| Asia Pacific (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 500 | 74.08 | 50.51 | 46.30 | 37.96 | 31.13 |
| Resource Unit | Solved Incident excluding Voice Service | 250 | 65.33 | 44.55 | 40.83 | 33.48 | 27.46 |
| Resource Unit | Solved Voice Service Ticket | 10 | 82.78 | 56.45 | 51.74 | 42.43 | 34.79 |
| China (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 750 | 59.88 | 46.06 | 40.60 | 39.47 | 37.89 |
| Resource Unit | Solved Incident excluding Voice Service | 500 | 38.17 | 29.36 | 25.88 | 25.15 | 24.15 |
| Resource Unit | Solved Voice Service Ticket | 150 | 54.53 | 41.95 | 36.97 | 35.94 | 34.50 |
| North America (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 700 | 167.11 | 128.54 | 113.30 | 110.13 | 105.73 |
| Resource Unit | Solved Incident excluding Voice Service | 450 | 206.08 | 158.52 | 139.73 | 135.81 | 130.38 |
| Resource Unit | Solved Voice Service Ticket | 20 | 144.24 | 110.95 | 97.80 | 95.06 | 91.26 |
| South America (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 450 | 119.54 | 91.95 | 81.05 | 78.78 | 75.63 |
| Resource Unit | Solved Incident excluding Voice Service | 200 | 140.52 | 108.09 | 95.28 | 92.61 | 88.91 |
| Resource Unit | Solved Voice Service Ticket | 70 | 89.23 | 68.64 | 60.50 | 58.81 | 56.46 |

| | | | YEAR 3 | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| Finland (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 5,000 | 84.66 | 65.12 | 54.27 | 48.84 | 46.40 |
| Resource Unit | Solved Incident excluding Voice Service | 1,250 | 47.88 | 36.83 | 30.70 | 27.63 | 26.24 |
| Resource Unit | Solved Voice Service Ticket | 30 | 59.37 | 45.67 | 38.06 | 34.25 | 32.54 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Other European Countries (EUR / Resource Unit)** | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 2,400 | 182.36 | 140.28 | 80.16 | 79.36 | 78.56 |
| Resource Unit | Solved Incident excluding Voice Service | 600 | 178.19 | 137.07 | 78.33 | 77.54 | 76.77 |
| Resource Unit | Solved Voice Service Ticket | 350 | 190.59 | 146.61 | 83.78 | 82.94 | 82.11 |
| **Africa & Middle East (EUR / Resource Unit)** | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 75 | 370.86 | 285.28 | 251.46 | 244.42 | 234.64 |
| Resource Unit | Solved Incident excluding Voice Service | 25 | 438.28 | 337.14 | 297.17 | 288.85 | 277.29 |
| Resource Unit | Solved Voice Service Ticket | 10 | 89.38 | 68.75 | 60.60 | 58.91 | 56.55 |
| **India (EUR / Resource Unit)** | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 400 | 9.26 | 7.13 | 6.53 | 5.88 | 5.29 |
| Resource Unit | Solved Incident excluding Voice Service | 200 | 9.26 | 7.13 | 6.53 | 5.88 | 5.29 |
| Resource Unit | Solved Voice Service Ticket | 10 | 26.29 | 20.23 | 18.54 | 16.69 | 15.02 |
| **Asia Pacific (EUR / Resource Unit)** | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 500 | 74.08 | 50.51 | 46.30 | 37.96 | 31.13 |
| Resource Unit | Solved Incident excluding Voice Service | 250 | 65.33 | 44.55 | 40.83 | 33.48 | 27.46 |
| Resource Unit | Solved Voice Service Ticket | 10 | 82.78 | 56.45 | 51.74 | 42.43 | 34.79 |
| **China (EUR / Resource Unit)** | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 750 | 59.88 | 46.06 | 40.60 | 39.47 | 37.89 |
| Resource Unit | Solved Incident excluding Voice Service | 500 | 38.17 | 29.36 | 25.88 | 25.15 | 24.15 |
| Resource Unit | Solved Voice Service Ticket | 150 | 54.53 | 41.95 | 36.97 | 35.94 | 34.50 |
| **North America (EUR / Resource Unit)** | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 700 | 167.11 | 128.54 | 113.30 | 110.13 | 105.73 |
| Resource Unit | Solved Incident excluding Voice Service | 450 | 206.08 | 158.52 | 139.73 | 135.81 | 130.38 |
| Resource Unit | Solved Voice Service Ticket | 20 | 144.24 | 110.95 | 97.80 | 95.06 | 91.26 |
| **South America (EUR / Resource Unit)** | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 450 | 119.54 | 91.95 | 81.05 | 78.78 | 75.63 |
| Resource Unit | Solved Incident excluding Voice Service | 200 | 140.52 | 108.09 | 95.28 | 92.61 | 88.91 |
| Resource Unit | Solved Voice Service Ticket | 70 | 89.23 | 68.64 | 60.50 | 58.81 | 56.46 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

| Description | | Baseline Volume | YEAR 4 | | | | |
|---|---|---|---|---|---|---|---|
| | | | 25% - 50% of baseline | 50% - 80% of baseline | 80% - 120% of baseline | 120% - 150% of baseline | 150% - 175% of baseline |
| Finland (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 5,000 | 81.27 | 62.52 | 52.10 | 46.89 | 44.54 |
| Resource Unit | Solved Incident excluding Voice Service | 1,250 | 46.45 | 35.73 | 29.77 | 26.80 | 25.46 |
| Resource Unit | Solved Voice Service Ticket | 30 | 59.37 | 45.67 | 38.06 | 34.25 | 32.54 |
| Other European Countries (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 2,400 | 182.36 | 140.28 | 80.16 | 79.36 | 78.56 |
| Resource Unit | Solved Incident excluding Voice Service | 600 | 178.19 | 137.07 | 78.33 | 77.54 | 76.77 |
| Resource Unit | Solved Voice Service Ticket | 350 | 190.59 | 146.61 | 83.78 | 82.94 | 82.11 |
| Africa & Middle East (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 75 | 370.86 | 285.28 | 251.46 | 244.42 | 234.64 |
| Resource Unit | Solved Incident excluding Voice Service | 25 | 438.28 | 337.14 | 297.17 | 288.85 | 277.29 |
| Resource Unit | Solved Voice Service Ticket | 10 | 89.38 | 68.75 | 60.60 | 58.91 | 56.55 |
| India (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 400 | 9.26 | 7.13 | 6.53 | 5.88 | 5.29 |
| Resource Unit | Solved Incident excluding Voice Service | 200 | 9.26 | 7.13 | 6.53 | 5.88 | 5.29 |
| Resource Unit | Solved Voice Service Ticket | 10 | 26.29 | 20.23 | 18.54 | 16.69 | 15.02 |
| Asia Pacific (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 500 | 74.08 | 50.51 | 46.30 | 37.96 | 31.13 |
| Resource Unit | Solved Incident excluding Voice Service | 250 | 65.33 | 44.55 | 40.83 | 33.48 | 27.46 |
| Resource Unit | Solved Voice Service Ticket | 10 | 82.78 | 56.45 | 51.74 | 42.43 | 34.79 |
| China (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 750 | 59.88 | 46.06 | 40.60 | 39.47 | 37.89 |
| Resource Unit | Solved Incident excluding Voice Service | 500 | 38.17 | 29.36 | 25.88 | 25.15 | 24.15 |
| Resource Unit | Solved Voice Service Ticket | 150 | 54.53 | 41.95 | 36.97 | 35.94 | 34.50 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

| | North America (EUR / Resource Unit) | | | | | | |
|---|---|---|---|---|---|---|---|
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 700 | 167.11 | 128.54 | 113.30 | 110.13 | 105.73 |
| Resource Unit | Solved Incident excluding Voice Service | 450 | 206.08 | 158.52 | 139.73 | 135.81 | 130.38 |
| Resource Unit | Solved Voice Service Ticket | 20 | 144.24 | 110.95 | 97.80 | 95.06 | 91.26 |
| | South America (EUR / Resource Unit) | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 450 | 119.54 | 91.95 | 81.05 | 78.78 | 75.63 |
| Resource Unit | Solved Incident excluding Voice Service | 200 | 140.52 | 108.09 | 95.28 | 92.61 | 88.91 |
| Resource Unit | Solved Voice Service Ticket | 70 | 89.23 | 68.64 | 60.50 | 58.81 | 56.46 |

| | | | YEAR 5 | | | | |
|---|---|---|---|---|---|---|---|
| **Description** | | **Baseline Volume** | **25% - 50% of baseline** | **50% - 80% of baseline** | **80% - 120% of baseline** | **120% - 150% of baseline** | **150% - 175% of baseline** |
| | Finland (EUR / Resource Unit) | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 5,000 | 78.43 | 60.33 | 50.27 | 45.25 | 42.98 |
| Resource Unit | Solved Incident excluding Voice Service | 1,250 | 45.52 | 35.01 | 29.18 | 26.26 | 24.95 |
| Resource Unit | Solved Voice Service Ticket | 30 | 59.37 | 45.67 | 38.06 | 34.25 | 32.54 |
| | Other European Countries (EUR / Resource Unit) | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 2,400 | 182.36 | 140.28 | 80.16 | 79.36 | 78.56 |
| Resource Unit | Solved Incident excluding Voice Service | 600 | 178.19 | 137.07 | 78.33 | 77.54 | 76.77 |
| Resource Unit | Solved Voice Service Ticket | 350 | 190.59 | 146.61 | 83.78 | 82.94 | 82.11 |
| | Africa & Middle East (EUR / Resource Unit) | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 75 | 370.86 | 285.28 | 251.46 | 244.42 | 234.64 |
| Resource Unit | Solved Incident excluding Voice Service | 25 | 438.28 | 337.14 | 297.17 | 288.85 | 277.29 |
| Resource Unit | Solved Voice Service Ticket | 10 | 89.38 | 68.75 | 60.60 | 58.91 | 56.55 |
| | India (EUR / Resource Unit) | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 400 | 9.26 | 7.13 | 6.53 | 5.88 | 5.29 |
| Resource Unit | Solved Incident excluding Voice Service | 200 | 9.26 | 7.13 | 6.53 | 5.88 | 5.29 |
| Resource Unit | Solved Voice Service Ticket | 10 | 26.29 | 20.23 | 18.54 | 16.69 | 15.02 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

| Asia Pacific (EUR / Resource Unit) | | | | | | | |
|---|---|---|---|---|---|---|---|
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 500 | 74.08 | 50.51 | 46.30 | 37.96 | 31.13 |
| Resource Unit | Solved Incident excluding Voice Service | 250 | 65.33 | 44.55 | 40.83 | 33.48 | 27.46 |
| Resource Unit | Solved Voice Service Ticket | 10 | 82.78 | 56.45 | 51.74 | 42.43 | 34.79 |
| China (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 750 | 59.88 | 46.06 | 40.60 | 39.47 | 37.89 |
| Resource Unit | Solved Incident excluding Voice Service | 500 | 38.17 | 29.36 | 25.88 | 25.15 | 24.15 |
| Resource Unit | Solved Voice Service Ticket | 150 | 54.53 | 41.95 | 36.97 | 35.94 | 34.50 |
| North America (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 700 | 167.11 | 128.54 | 113.30 | 110.13 | 105.73 |
| Resource Unit | Solved Incident excluding Voice Service | 450 | 206.08 | 158.52 | 139.73 | 135.81 | 130.38 |
| Resource Unit | Solved Voice Service Ticket | 20 | 144.24 | 110.95 | 97.80 | 95.06 | 91.26 |
| South America (EUR / Resource Unit) | | | | | | | |
| Resource Unit | Solved IMAC or Disposal/Reuse tickets excluding Voice Service | 450 | 119.54 | 91.95 | 81.05 | 78.78 | 75.63 |
| Resource Unit | Solved Incident excluding Voice Service | 200 | 140.52 | 108.09 | 95.28 | 92.61 | 88.91 |
| Resource Unit | Solved Voice Service Ticket | 70 | 89.23 | 68.64 | 60.50 | 58.81 | 56.46 |

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Global Services Agreement
Exhibit 12-2 (Resource Unit Rates and Volume Bands)
XYZ Agreement #: ESLNS01T 4840

**EXHIBIT 12-3**

**SAMPLE INVOICE**

XYZ Corporation      Global Services Agreement
Confidential      Exhibit 12-3 (Sample Invoice)
DLI-6230568v1      -1-      XYZ Agreement #: ESLNS01T 4840

## EXHIBIT 12-3

## SAMPLE INVOICE

| | DOCUMENT TYPE | 1 (1) |
|---|---|---|

Type Unit Or Department Here
Type Your Name Here

Type Date Here

**SUPPLIER**

**INVOICE**

| Date | | Number |
|---|---|---|

| Reference |
|---|

XYZ CORPORATION / XYZ OYJ
P.O. BOX 400
00045 XYZ GROUP FINLAND

| Terms of Payment | | Due Date |
|---|---|---|

| Customer Number | Complaint time | Penalty interest |
|---|---|---|
| | Per Agreement | Per Agreement |

| Description | EURO |
|---|---|
| CHARGES  XXXXX PERIOD<br><br>VAT ID:<br>FI01120389<br><br>COST CENTRE:<br>1558516<br><br>WBS CODE:<br>X-XXXXI-BI-FI-XXXX<br><br>CONTACT PERSON:<br>HILKKA AHONEN | |
| PAYMENT REFERENCE:                    VAT: XX.00 % | |
| **TOTAL SUM EURO** | |

Banks            SWIFT code (BIC)

Postal address      Visiting address      Phone            City            Fax            Business ID

XYZ Corporation                                                    Global Services Agreement
Confidential                                                       Exhibit 12-3 (Sample Invoice)

**EXHIBIT 12-4**

**APPROVED PASS-THROUGH EXPENSES**

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Global Services Agreement
Exhibit 12-4 (Approved Pass-Through Expenses)
XYZ Agreement #: ESLNS01T 4840

# EXHIBIT 12-4

## APPROVED PASS-THROUGH EXPENSES

None as of the Effective Date.

\* \* \* \* \*

**EXHIBIT 12-5**

**TRANSITION FEES**

XYZ Corporation
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Global Services Agreement
Exhibit 12-5 (Transition Fees)
XYZ Agreement #:  ESLNS01T 4840

# EXHIBIT 12-5

# TRANSITION FEES

**One-Time Transition Fees:**

| | Initial Transition Fee | Key Transition Milestones* | | | | | | Total Milestone Payments | Total One-Time Transition Fees |
|---|---|---|---|---|---|---|---|---|---|
| | | Infrastructure Readiness | | | Testing and Parallel Run | | | | |
| | | A-2 | B-2 | C-2 | A-3 | B-3 | C-3 | | |
| **Service Desk** | 542,512.46 € | 189,879.36 € | | | 352,633.10 € | | | 542,512.46 € | 1,085,024.92 € |
| **On-Site Support** | 119,086.25 € | | 41,680.19 € | | | 77,406.06 € | | 119,086.25 € | 238,172.50 € |
| **Workstation Creation and Maintenance** | 36,484.23 € | | | 12,769.48 € | | | 23,714.75 € | 36,484.23 € | 72,968.45 € |
| **Grand Total** | 698,082.94 € | | | | | | | 698,082.94 € | 1,396,165.88 € |

\* Key Transition Milestones are set forth in Section 4.2(D), (E) and (F) of Appendix 5 (Transition Plan). Payment of these amounts is based on achievement of the specified Key Transition Milestones by the Transition Milestone Completion Dates in accordance with the Transition Milestone Acceptance Criteria.

**Monthly Transition Fees:**

| Service Desk | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Monthly Transition Fee | 15,320.56 € | 16,592.16 € | 17,969.30 € | 19,460.74 € | 21,075.98 € |
| Finance Charge % | 8% | 8% | 8% | 8% | 8% |
| **Total Monthly Transition Fees** | **22,000.39 €** | **22,000.39 €** | **22,000.39 €** | **22,000.39 €** | **22,000.39 €** |
| Total Annual Finance Charge in Euro | 80,157.98 € | 64,898.80 € | 48,373.10 € | 30,475.78 € | 11,093.00 € |
| Total Annual Amount | 264,004.72 € | 264,004.72 € | 264,004.72 € | 264,004.72 € | 264,004.72 € |

| Workstation Creation and Maintenance | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Monthly Transition Fee | 1,030.32 € | 1,115.83 € | 1,208.44 € | 1,308.74 € | 1,417.37 € |
| Finance Charge % | 8% | 8% | 8% | 8% | 8% |
| **Total Monthly Transition Fees** | **1,479.54 €** | **1,479.54 €** | **1,479.54 €** | **1,479.54 €** | **1,479.54 €** |
| Total Annual Finance Charge in Euro | 5,390.66 € | 4,364.48 € | 3,253.11 € | 2,049.51 € | 746.01 € |
| Total Annual Amount | 17,754.45 € | 17,754.45 € | 17,754.45 € | 17,754.45 € | 17,754.45 € |

| On-Site Support | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Monthly Transition Fee | 3,363.00 € | 3,642.12 € | 3,944.42 € | 4,271.80 € | 4,626.36 € |
| Finance Charge % | 8% | 8% | 8% | 8% | 8% |
| **Total Monthly Transition Fees** | **4,829.28 €** | **4,829.28 €** | **4,829.28 €** | **4,829.28 €** | **4,829.28 €** |
| Total Annual Finance Charge in Euro | 17,595.38 € | 14,245.86 € | 10,618.32 € | 6,689.70 € | 2,435.01 € |
| Total Annual Amount | 57,951.35 € | 57,951.35 € | 57,951.35 € | 57,951.35 € | 57,951.35 € |

| Total | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total/Term |
|---|---|---|---|---|---|---|
| **Total Monthly Transition Fees** | **28,309.21 €** | **28,309.21 €** | **28,309.21 €** | **28,309.21 €** | **28,309.21 €** | |
| Total Annual Amount | 339,710.52 € | 339,710.52 € | 339,710.52 € | 339,710.52 € | 339,710.52 € | 1,698,552.59 € |

**EXHIBIT 12-6**

**ON-SITE SUPPORT HOURLY RATES**

**EXHIBIT 12-6**

**ON-SITE SUPPORT HOURLY SUPPORT RATES**

| Professional Service for OSS | Labour Rate |
|---|---|
| Field Engineer Labour Rate (EUR / hour) | |
| Finland | 77 |
| Albania | 65 |
| Austria | 89 |
| Belgium | 91 |
| Bulgaria | 48 |
| Czech Republic | 53 |
| Denmark | 91 |
| Estonia | 17 |
| France | 64 |
| Germany | 87 |
| Greece | 41 |
| Hungary | 54 |
| Ireland | 98 |
| Israel | 69 |
| Italy | 79 |
| Kazakhstan | 19 |
| Latvia | 39 |
| Lithuania | 29 |
| Luxembourg | 72 |
| Netherlands | 91 |
| Norway | 75 |
| Poland | 77 |
| Portugal | 49 |
| Romania | 126 |
| Russian Fed. | 325 |
| Serbia and Montenegro | 203 |
| Slovakia | 38 |
| Slovenia | 70 |
| Spain | 74 |
| Sweden | 92 |
| Switzerland | 135 |
| Turkey | 284 |
| Algeria | NA |
| Egypt | 325 |
| Ethiopia | 27 |
| Iran | NA |
| Kenya | 32 |
| Kuwait | 66 |
| Lebanon | 208 |
| Morocco | 42 |
| Namibia | 43 |
| Nigeria | 24 |

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Global Services Agreement
Exhibit 12-6 (On-Site Support Hourly Rates)
XYZ Agreement #: ESLNS01T 4840

| Professional Service for OSS | Labour Rate |
|---|---|
| Field Engineer Labour Rate (EUR / hour) | |
| Oman | 22 |
| Pakistan | 22 |
| Saudi Arabia | 34 |
| South Africa | 47 |
| Sudan | 35 |
| Tanzania | NA |
| Tunisia | 40 |
| Uganda | 30 |
| Utd.Arab.Emir. | 156 |
| India | 18 |
| Australia | 58 |
| Bangladesh | 18 |
| Indonesia | 26 |
| Japan | 203 |
| Malaysia | 17 |
| New Zealand | 50 |
| Philippines | 7 |
| Singapore | 34 |
| South Korea | 37 |
| Thailand | 19 |
| Vietnam | NA |
| China | 14 |
| Hong Kong | 35 |
| Taiwan | 27 |
| Canada | 53 |
| USA | 49 |
| United Kingdom | 91 |
| Argentina | 19 |
| Bolivia | 27 |
| Brazil | 30 |
| Chile | 57 |
| Colombia | 55 |
| Ecuador | 31 |
| El Salvador | 50 |
| Guatemala | 31 |
| Mexico | 30 |
| Panama | 30 |
| Peru | 34 |
| Venezuela | 19 |
| Venezuela | 19 |

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Global Services Agreement
Exhibit 12-6 (On-Site Support Hourly Rates)
XYZ Agreement #: ESLNS01T 4840

**EXHIBIT 12-7 XYZ**

**PROVIDED TOOLS**

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Global Services Agreement
Exhibit 12-7 (XYZ Provided Tools)
XYZ Agreement #:  ESLNS01T 4840

**EXHIBIT 12-7 XYZ**

**PROVIDED TOOLS**

XYZ shall during the Term and during any Disengagement Assistance Period (and at its cost) provide the Software and/or tools set out below to Service Provider and/or the relevant Approved Subcontractors, to enable Service Provider to deliver the Services to XYZ under the Agreement:

1.      Remedy access tools;

2.      Remote access tools (e.g. Tivoli remote control);

3.      OCS Chat access;

4.      Password reset tools for all in-scope software applications;

5.      Access to existing tools used for extracting reports from service level reporting database (e.g. Crystal Reports, Business Objects);

6.      Tools for Permitted User account activation and deactivation;

7.      Tools for providing software applications access;

8.      Tools for providing file share access;

9.      Tools for providing messaging access for Permitted Users;

10.     Access to anti-virus tools and their management consoles (e.g. Symantec ESM, Symantec SIM);

11.     Tivoli tools, if the Service Provider proposed BMC solution is not selected by XYZ;

12.     Access to laptop encryption Software and management consoles (e.g. Checkpoint Pointsec Management Console);

13.     Access to Workstation firewall Software and management consoles (e.g. CyberArmour Management Console);

14.     Access to Wise Package Studio and other custom scripts for packaging;

15.     Access to Workstation imaging tools and scripts (e.g. I-NOWP, Ghost);

16.     Access to the asset management module of whichever tool XYZ chooses to deploy in the XYZ IT Service Portfolio in the future;

17.     Onsite lab environment for imaging and hardware testing and package deployment (Marimba wrapping) testing;

18.     Tools reasonably deemed necessary by XYZ to support the voice Services according to the support documentation for the voice Services;

19.     Mail account(s) used for end user communication;

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Exhibit 12-7 (XYZ Provided Tools)
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20. Access to tools used for SecurID troubleshooting (e.g. AceConsole);

21. the infrastructure, consisting of equipment (including relevant servers and load balancers) and Software for the BMC CM implementation. This infrastructure will be mutually agreed between the Parties during the Transition Period;

22. the equipment, hosting and data connectivity tools for the Self Service Portal. The requirements for this equipment will be mutually agreed between the Parties during the Transition Period;

23. the equipment, hosting and data connectivity tools for the MyDashboard implementation. The requirements for this equipment will be mutually agreed between the Parties during the Transition Period; and

24. when ITSM 7.X is rolled out by XYZ, the equipment, hosting and data connectivity tools for the extended MyDashboard implementation will be provided by XYZ. The database server and the software database server will be shared with the XYZ Reporting Database assuming Oracle is utilized as the database. The requirements for this equipment and software will be mutually agreed between the Parties during the Transition Period.

\* \* \* \* \*

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Global Services Agreement
Exhibit 12-7 (XYZ Provided Tools)
XYZ Agreement #: ESLNS01T 4840

**EXHIBIT 12-8**

**TERMINATION FEES**

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Global Services Agreement

Exhibit 12-8 (Termination Fees)

XYZ Agreement #:  ESLNS01T 4840

# APPENDIX 12-8

## TERMINATION FEE

| Month Starting on Effective Date | Termination Fee | | |
|:---:|:---:|:---:|:---:|
| | Service Desk | On-Site Support | Workstation Creation and Maintenance |
| 1 | -- | -- | -- |
| 2 | -- | -- | -- |
| 3 | -- | -- | -- |
| 4 | -- | -- | -- |
| 5 | -- | -- | -- |
| 6 | -- | -- | -- |
| 7 | -- | -- | -- |
| 8 | -- | -- | -- |
| 9 | -- | -- | -- |
| 10 | -- | -- | -- |
| 11 | -- | -- | -- |
| 12 | -- | -- | -- |
| 13 | -- | -- | -- |
| 14 | -- | -- | -- |
| 15 | -- | -- | -- |
| 16 | -- | -- | -- |
| 17 | 1,085,024.92 € | 238,172.50 € | 72,968.45 € |
| 18 | 1,060,365.26 € | 232,759.49 € | 71,310.08 € |
| 19 | 1,035,705.61 € | 227,346.48 € | 69,651.71 € |
| 20 | 1,011,045.95 € | 221,933.47 € | 67,993.33 € |
| 21 | 986,386.29 € | 216,520.45 € | 66,334.96 € |
| 22 | 961,726.64 € | 211,107.44 € | 64,676.58 € |
| 23 | 937,066.98 € | 205,694.43 € | 63,018.21 € |
| 24 | 912,407.32 € | 200,281.42 € | 61,359.84 € |
| 25 | 887,747.66 € | 194,868.41 € | 59,701.46 € |
| 26 | 863,088.01 € | 189,455.40 € | 58,043.09 € |
| 27 | 838,428.35 € | 184,042.39 € | 56,384.71 € |
| 28 | 813,768.69 € | 178,629.38 € | 54,726.34 € |
| 29 | 789,109.03 € | 173,216.36 € | 53,067.97 € |
| 30 | 764,449.38 € | 167,803.35 € | 51,409.59 € |
| 31 | 739,789.72 € | 162,390.34 € | 49,751.22 € |
| 32 | 715,130.06 € | 156,977.33 € | 48,092.84 € |
| 33 | 690,470.41 € | 151,564.32 € | 46,434.47 € |
| 34 | 665,810.75 € | 146,151.31 € | 44,776.10 € |

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Exhibit 12-8 (Termination Fees)

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| Month Starting on Effective Date | Termination Fee | | |
|---|---|---|---|
| | Service Desk | On-Site Support | Workstation Creation and Maintenance |
| 35 | 641,151.09 € | 140,738.30 € | 43,117.72 € |
| 36 | 616,491.43 € | 135,325.28 € | 41,459.35 € |
| 37 | 591,831.78 € | 129,912.27 € | 39,800.97 € |
| 38 | 567,172.12 € | 124,499.26 € | 38,142.60 € |
| 39 | 542,512.46 € | 119,086.25 € | 36,484.23 € |
| 40 | 517,852.80 € | 113,673.24 € | 34,825.85 € |
| 41 | 493,193.15 € | 108,260.23 € | 33,167.48 € |
| 42 | 468,533.49 € | 102,847.22 € | 31,509.10 € |
| 43 | 443,873.83 € | 97,434.20 € | 29,850.73 € |
| 44 | 419,214.17 € | 92,021.19 € | 28,192.36 € |
| 45 | 394,554.52 € | 86,608.18 € | 26,533.98 € |
| 46 | 369,894.86 € | 81,195.17 € | 24,875.61 € |
| 47 | 345,235.20 € | 75,782.16 € | 23,217.24 € |
| 48 | 320,575.55 € | 70,369.15 € | 21,558.86 € |
| 49 | 295,915.89 € | 64,956.14 € | 19,900.49 € |
| 50 | 271,256.23 € | 59,543.13 € | 18,242.11 € |
| 51 | 246,596.57 € | 54,130.11 € | 16,583.74 € |
| 52 | 221,936.92 € | 48,717.10 € | 14,925.37 € |
| 53 | 197,277.26 € | 43,304.09 € | 13,266.99 € |
| 54 | 172,617.60 € | 37,891.08 € | 11,608.62 € |
| 55 | 147,957.94 € | 32,478.07 € | 9,950.24 € |
| 56 | 123,298.29 € | 27,065.06 € | 8,291.87 € |
| 57 | 98,638.63 € | 21,652.05 € | 6,633.50 € |
| 58 | 73,978.97 € | 16,239.03 € | 4,975.12 € |
| 59 | 49,319.31 € | 10,826.02 € | 3,316.75 € |
| 60* | 24,659.66 € | 5,413.01 € | 1,658.37 € |

*  **After Month 60 the Termination Fee is zero Euro.**

**EXHIBIT 12-9**

**TIME AND MATERIALS PROJECT RATE CARD**

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Global Services Agreement
Exhibit 12-9 (Time and Materials Project Rate Card)
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# EXHIBIT 12-9

## TIME AND MATERIALS PROJECT RATE CARD

(A)     Set out in the table below are the time and materials rates for the Service Provider Personnel resources with the relevant skills profile:

| Time and Materials Project Rate Card | | | | |
|---|---|---|---|---|
| **Skill(s) Profile** | **Offshore Price - (Euro)** | | **Onsite Price -     (Euro)** | |
| | **Level 2** | **Level 3** | **Level 2** | **Level 3** |
| Helpdesk Analyst | 18 | 29 | 72 | 90 |
| GAM / Desktop Support Analyst/Engineer | 18 | 29 | 72 | 90 |
| Citrix/Lotus Notes/ Exchange/Windows/MS Technologies | 19 | 29 | 78 | 90 |
| Security | 20 | 31 | 84 | 97 |
| Enterprise Tools | 20 | 31 | 84 | 103 |
| Applications ( Bespoke Applications & Packaged Applications) | 23 | 31 | 90 | 103 |
| Servers / Storage / Tools / Databases / Networks | 23 | 29 | 61 | 72 |
| Project Manager | 23 | 29 | 61 | 72 |

(B)     Set out in the table below are the detailed skill descriptions for the various Service Provider Personnel resources:

| Description | Level 2 | Level 3 |
|---|---|---|
| Education / Qualifications | 3-4 years of University education post High school<br>1-2 yrs diploma in Information Technology<br>Relevant Technology Track Certifications | 3-4 years of University education post High school<br>1-2 yrs diploma in Information Technology<br>Relevant Technology Track Certifications |
| Experience | Minimum 3-4 years experience in technology track | Minimum 6-7 years experience in technology track |
| **Skill Profile** | | |
| Helpdesk Analyst | Additional Qualifications:<br>• HDI CSS , MCSE/MCSA certified<br><br>Experience:<br>• 3 - 4 years experience in help desk, information management, or customer service delivery field;<br>• 1-2 years of supervisory experience in managing technical help desk or technical call centre;<br>• Disciplined, systematic problem solving skills required;<br>• Hands-on work experience with the following:<br>   o  Windows Operating systems;<br>   o  Clients: Windows XP, Windows 2000, Windows 98;<br>   o  Servers:  Windows  2000, Windows 2003;<br>   o  Remote  desktop  connectivity | Additional qualifications:<br>• HDI CSS , MCSE/MCSA certified, CCNA Certified<br><br>Experience:<br>• 6 - 7 years experience in help desk, information management, or customer service delivery field;<br>• Minimum of 3 years supervisory experience in managing technical help desk or technical call centre;<br>• Strong service orientation and inter-personal skills;<br>• Ability to operate effectively in multi-national and multi-cultural business;<br>• Disciplined and systematic problem solving skills required;<br>• Good analytical and root cause analysis skills;<br>• Hands-on work experience with the |

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| Description | Level 2 | Level 3 |
|---|---|---|
| | applications;<br>○ MS Office Suite: MS-Word, MS-Excel, MS-PowerPoint, MS-Outlook/Exchange;<br>○ Internet browsers (e.g. Explorer, Netscape, Firefox);<br>○ Virtual private network (VPN) and remote dial-in users;<br>○ Support for laptop, desktops, and printers;<br>○ PDA and blackberry support;<br>○ Others: Adobe Acrobat and other common desktop applications; and<br>○ Phone support experience necessary. | following:<br>○ Windows Operating systems;<br>○ Clients: Windows XP, Windows 2000, Windows 98;<br>○ Servers: Windows 2000, Windows 2003;<br>○ Remote desktop connectivity applications;<br>○ MS Office Suite: MS-Word, MS-Excel, MS-PowerPoint, MS-Outlook/Exchange;<br>○ Internet browsers (e.g. Explorer, Netscape, Firefox);<br>○ Virtual private network (VPN) and remote dial-in users;<br>○ Support for laptop, desktops, and printers;<br>○ PDA and blackberry support; and<br>○ Others: Adobe Acrobat and other common desktop applications. |
| GAM / Desktop Support Analyst/Engineer | MCSE, MCP certifications.<br>Experience in user account management, account creation & deletion, group policy implementation. | MCSE, MCP certifications.<br>In depth experience in user account management, account creation & deletion, group policy implementation. |
| Citrix/Lotus Notes/ Exchange/Windows/ MS Technologies | Preferred certifications: Citrix Certification, CCNA, CLP Certification, MSCP, MCP.<br><br>Experience in configuration of Lotus Domino Servers - Create / Delete / Modify / Troubleshoot Lotus Notes/Domino Agents.<br><br>Experience with MS Exchange 2003 in an enterprise environment including backup and restore procedures, having knowledge about Front End/Back End, OWA, and RPC/HTTPS. | Preferred certifications : Citrix Certification, CCNA, CLP Certification, MSCP, MCP.<br><br>In depth experience in configuration of Lotus Domino Servers - Create / Delete / Modify / Troubleshoot Lotus Notes/Domino Agents.<br><br>In depth experience with MS Exchange 2003 in an enterprise environment including backup and restore procedures, having deep knowledge about Front End/Back End, OWA, and RPC/HTTPS. |
| Security | Preferred Certifications CCNA, CCSA, CCSP, CCSE, CEH.<br><br>Experience on any one or two security products like Netscreen, Checkpoint, PIX, ISS, CISCO, Trend, Symantec etc.<br><br>Understanding of Firewall, IDS, Anti Virus, VPN, PKI solutions etc. | Preferred Certifications CCNA, CCSA, CCSP, CCSE, CEH.<br><br>In depth hands on experience on any one or two security products like Netscreen, Checkpoint, PIX, ISS, CISCO, Trend, Symantec etc.<br><br>Thorough understanding of Firewall, IDS, Anti Virus, VPN, PKI solutions etc. |
| Enterprise Tools | Experience on implementation, maintenance and support on HP OVO Unix / HP OVO Windows / Remedy / CTRL M / BMC Patrol etc. | Experience on implementation, maintenance and support on HP OVO Unix / HP OVO Windows / Remedy / CTRL M / BMC Patrol etc. |
| Applications (Bespoke Applications & Packaged | MCSE/MCP, Basic Windows/VB Scripting, knowledge of Packing Tools like WISE , Marimba. | MCSE/MCP, Basic Windows/VB Scripting, knowledge of Packing Tools like WISE , Marimba. |

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| Description | Level 2 | Level 3 |
|---|---|---|
| Applications) | | |
| Servers / Storage / Tools / Databases / Networks | Relevant OEM certifications for Servers & Storage along with relevant experience in Server & Storage Operations.<br><br>OEM for Servers include HP, IBM, SUN, Dell etc. OEM for Storage include EMC, Hitachi, HP, IBM, Netapp etc.<br><br>For Networks certifications preferred: CCNP, CCIP & CCIE.<br><br>Experience of handling Network Operations, NOC using CISCO Routers and CISCO Switches & handling various routing protocols like BGP, MPLS, EIGRP, RIP, OSPF etc. | Relevant OEM certifications for Servers & Storage along with relevant experience in Server & Storage Operations.<br><br>OEM for Servers include HP, IBM, SUN, Dell etc. OEM for Storage include EMC, Hitachi, HP, IBM, Netapp etc.<br><br>For Networks certifications preferred: CCNP, CCIP & CCIE. In depth<br><br>Experience of handling Network Operations, NOC using CISCO Routers and CISCO Switches & handling various routing protocols like BGP, MPLS, EIGRP, RIP, OSPF etc. |
| Project Manager | Preferred Certifications : PMI. Having in depth Project management experience. | Preferred Certifications : PMI. Having in depth Project management experience. |

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**APPENDIX 13**

**GOVERNANCE**

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Global Services Agreement
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# APPENDIX 13

# GOVERNANCE

## Table of Contents

**APPENDIX 13**

**GOVERNANCE**

## 1. INTRODUCTION

This <u>Appendix 13</u> (Governance) sets forth certain of the Parties governance-related obligations.  Section 4 describes the Governance Model, which is graphically depicted in the diagram set forth in Section 4.  Section 5 describes the process for developing the Governance Manual and the content it shall include.  Section 6 sets forth terms regarding the Parties' informal dispute resolution process.  Sections 7 and 8 set forth certain requirements and standards related to Service Provider's reports, the Procedures Manual, and the Change Control Procedures.  Section 9 sets forth XYZ's obligations in respect of forecasting predicted volumes of the consumption of Services required by XYZ and/or the XYZ Affiliates and/or the Permitted Users and Section 10 sets out the Parties obligations in respect of the Governance Panel Pool.

Unless otherwise agreed, all meetings anticipated under this <u>Appendix</u> 13 (Governance) will be face-to-face meetings in the location reasonably specified by XYZ.  Each Party will pay their respective travel cost for attendance at such meetings.

## 2. DEFINITIONS

Capitalized terms used in this <u>Appendix 13</u> (Governance) will have the meaning set forth in Appendix 1 (Definitions) to the Main Terms or set forth in this <u>Appendix 13</u> (Governance) in the context in which they are used.

## 3. GOVERNANCE VISION

The Parties shall implement a rigorous governance regime as a means of encouraging and enabling effective communication and collaboration regarding, and management of, the Services. The Parties shall utilize this governance regime in a disciplined fashion as a tool for monitoring, controlling, changing, correcting, and optimizing delivery of the Services. The governance regime shall address all aspects of the Services, from strategic initiatives through day-to-day operations.

## 4. GOVERNANCE MODEL

4.1     <u>Structure.</u>

The Governance Model sets forth the Governance Bodies and the following information and characteristics corresponding to each Governance Body:

(A)     the primary nature of the Governance Body (i.e., strategic, tactical, or operational), based upon the objectives associated with that Governance Body;

(B)     the objectives of the Governance Body;

(C)     a high-level description of the topics to be addressed by the Governance Body; and

(D)     the participants in the Governance Body, which may consist of (i) XYZ, (ii) XYZ, the Service Provider, and all of XYZ's other services providers; (iii) XYZ, the Service Provider, and certain of XYZ's other services providers; or

(iv) XYZ and the Service Provider, as identified by the color-code associated with the Governance Body.

4.2     Purpose.

(A)     The Governance Model is intended to provide a high-level overview and description of the Governance Bodies.  Certain aspects of each Governance Body, including the objectives and topics associated with, and the participants in, each Governance Body will be further described in the Governance Manual in accordance with Section 5.2.

(B)     The Parties will use the Governance Bodies as a primary means of communication among XYZ, Service Provider, and XYZ's other relevant services providers. The Parties intend that the Governance Bodies will facilitate meaningful and effective communication among the participants.  As part of this communication, XYZ intends to proactively share certain information regarding XYZ's strategic direction, initiatives, and requirements.  XYZ expects the other participants in the Governance Bodies, including Service Provider, to also use the Governance Bodies as means for openly and proactively sharing relevant information, excluding any highly confidential or proprietary information.

(C)     The Parties agree that the Governance Bodies will be used to facilitate effective collaboration among XYZ, Service Provider, and XYZ's other services providers.

(D)     The Governance Bodies will enable the participants to align their Services-related objectives, to develop positive relationships and trust among them, and, subject to Section 4.3, to make effective and timely decisions.  XYZ, Service Provider, and XYZ's other services providers will utilize the Governance Bodies as a key means of achieving such activities, which are intended to result in fewer and less severe issues regarding delivery of the Services and overall enhancement of the Services and XYZ will use Commercially Reasonable Efforts to ensure that XYZ's other service providers participate in, and comply with, the relevant Governance Bodies (as required).

(E)     The Governance Bodies will seek to identify and facilitate positive organizational change within XYZ, Service Provider, and XYZ's other services providers in respect of the receipt and/or delivery of the Services.  XYZ expects that this organizational change will in turn seek to encourage beneficial and sustainable relationships and optimize ways of working between all participants.

4.3     Governance Model.

The Governance Model is set forth on the following page.

**Sample Governance Model**

**Governance Body Participants**

| | |
|---|---|
| Nokia Only | 🟦 |
| Nokia and All Panel Members | 🟨 |
| Nokia and Relevant Panel Members | 🟩 |
| Nokia and Individual Panel Member | 🟩 |

| GOVERNANCE | | | |
|---|---|---|---|
| **PURPOSE** | **OBJECTIVES** | **TOPICS** | **GOVERNANCE BODY** |
| STRATEGIC | Establish Strategic Direction | Vision and Strategic Direction Determination | **Steering Committee** |
| | | Proactive Assessment of Enterprise | |
| | | Initiative Approval and Communication | |
| | | Strategic Level Requirements Approval | |
| | | Major Project Review and Approval | |
| | | Advisor Solicitation and Engagement | |
| | Facilitate Executive Communication and Collaboration | Objectives, Strategy, and Initiatives Presentation | **Panel Executive Forum** |
| | | Overall Panel Performance Review | |
| | | Optimisation and Needed Changes Determination | |
| | | Relationship Management | **Executive Review Committee** |
| | | Overall Service Delivery Management | |
| TACTICAL | Determine Architecture and Standards | Enterprise Architecture Development | **Architecture and Standards Board** |
| | | Technology Architecture Review, Comment, and Approval | |
| | | Standards and Procedures Development | |
| | | Integration Planning and Review | |
| | | New Solution Review and Approval | |
| | | Acceptance Testing | |
| | Determine Security Standards; Monitor Risks and Compliance; Plan Service Continuity | Approval of ISCS Document | **Security Council** |
| | | Approval of Joint Security Processes | |
| | | Monitoring of Security Reports and Status | |
| | | Approval of Changes to Technical Environment | |
| | | Approval of Security Interfaces | |
| | Consider and Approve Changes; Correct Problems; Approve and Monitor Projects | Change Management | **Problem and Change Approval Board** |
| | | Release Management | |
| | | Problem Management | |
| | | Incident Management | |
| | | Project Management | |
| | Monitor Risks and Compliance; Plan | Risk Assessment and Mitigation | **Risk and Service** |

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| | | | |
|---|---|---|---|
| | Service Continuity | Regulatory Compliance Review | **Continuity Board** |
| | | Service Continuity Plan Development | |
| | | Service Continuity Plan Review | |
| | Manage Contracts | Service Delivery Review | **Contract Review Board** |
| | | Financial Management and Review | |
| OPERATIONAL | Monitor, Measure and Assess Service Delivery | Routine Service Delivery | **Service Delivery Review** |
| | | Service Level Management | |
| | | Integration Monitoring and Assessment | |
| | | Incident Resolution | |
| | | Security Enforcement, Administration, and Management | |
| | | Capacity Management | |
| | | Availability Management | |
| | | Configuration Management | |
| | | Service Continuity Plan Testing | |
| | | Service Continuity Plan Execution | |
| | | Project Execution and Tracking | |
| | Propose, Assess and Monitor Service Changes | Change Proposal | **Change Advisory Board** |
| | | Change and Release Review | |
| | | Acceptance Testing | |

4.4    Non-Derogation of Contract Rights and Duties.

(A)    Although the Governance Bodies are intended to facilitate collaboration among participants in order to effectively achieve XYZ's goals, Governance Bodies are not intended to, and do not, operate in derogation of XYZ's or Service Provider's exercise of its rights or fulfillment of its duties under the Agreement.  A "decision" of a Governance Body (e.g., by that Governance Body, but with Service Provider dissenting) to proceed in a particular manner does not override a contract right that the Agreement vests in Service Provider (e.g., to initiate a dispute under Section 24 of the Main Terms in respect of that decision by XYZ) unless expressly so agreed between the Parties in writing.  Similarly, a "decision" taken by a Governance Body cannot relieve Service Provider of a duty owed to XYZ under the Agreement, unless otherwise expressly agreed by the Parties in writing.

(B)    Noting the principle set forth in Section 4.4(A), XYZ intends that to the extent possible, Governance Bodies will provide a convenient forum within which the Parties may elect to exercise their contract rights under the Agreement (for instance, to agree to a particular course of action).

## 5. GOVERNANCE MANUAL

5.1    General.

    (A)    Within the first one hundred and twenty (120) days after the Effective Date, the Parties shall work together to develop, agree, and approve a draft Governance Manual.

    (B)    After each Party approves that draft Governance Manual, it shall become effective as the approved Governance Manual.  Thereafter, each Party shall comply with the requirements and obligations set forth in the Governance Manual and shall communicate the details of the Governance Manual to each participant of each Governance Body.

    (C)    Until such time as the draft Governance Manual is approved by the Parties:

        (1)    Service Provider shall comply with XYZ's governance-related policies and procedures in effect prior to the Effective Date of which XYZ notifies Service Provider in writing, as those policies and procedures are relevant to the Agreement or Service Provider;

        (2)    the Governance Bodies identified in the Governance Model, as being of a "Strategic" nature, shall meet, at a minimum, on a quarterly basis;

        (3)    the Governance Bodies identified in the Governance Model, as being of a "Tactical" nature, shall meet, at a minimum, on a monthly basis; and

        (4)    the Governance Bodies identified in the Governance Model, as being of an "Operational" nature, shall meet, at a minimum, on a weekly basis during Transition and thereafter on a fortnightly basis.  Some of the operational meetings will be face-to-face, other will be remote, as reasonably requested by XYZ.

    (D)    The Parties shall continuously maintain and update the Governance Manual as appropriate to reflect changes in:

        (1)    the Services;

        (2)    XYZ's objectives and business and technical requirements; and

        (3)    the tools, systems, processes, communications, and other means used by the Parties to manage their relationship and the performance of their obligations under the Agreement.

    Two (2) times during the first six months after the Effective Date, the Parties will thoroughly review and update the Governance Manual in order to reflect the above changes and other agreed modifications to the governance regime.  After the first six (6) months, on an annual basis, the Parties shall thoroughly review and update as necessary the Governance Manual in order to reflect the above changes and other agreed modifications to the governance regime.

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(E)     Any change to the Governance Manual shall be agreed and approved by each Party in writing.  Changes to the Governance Manual will be effective when so agreed and approved, and do not require a contract amendment.

(F)     For the avoidance of doubt, and subject to Service Provider's obligations set forth in Section 8, nothing in this Section 5.1 is intended to restrict either Party's ability to change its own internal governance processes nor to require either Party to obtain the other Party's consent in respect of such changes.

(G)     Unless expressly set forth otherwise in the Governance Manual, XYZ shall chair any meetings of any Governance Bodies and any meetings of any Governance Bodies shall be held in XYZ facilities or such other location designated by XYZ and agreed to by Service Provider.  It being understood by the Parties, that the chair of the meeting will be responsible for organizing and arranging the relevant meeting.

5.2     <u>Governance Manual Content.</u>

The Governance Manual shall include the following types of detailed information in respect of each Governance Body:

(A)     the specific objectives and purposes of the Governance Body;

(B)     the types of topics and issues assigned to the Governance Body for discussion, review, analysis, monitoring, management, and resolution;

(C)     the specific participants representing each Party in that Governance Body, identified by position or job function;

(D)     each participant's role in the Governance Body's meetings and communications (e.g., responsibility to call or host meetings, to provide or review certain information and supporting materials prior to a discussion or after a meeting, to circulate the agenda or provide minutes);

(E)     the means the participants shall use to communicate information or supporting material related to the Governance Body and any meetings thereof (e.g., communicating information or supporting material using printed reports, electronic reports, or dashboards), when the Parties shall communicate that information or supporting material (e.g., before or after meetings), and the official distribution protocol and repository for all such information and material (e.g., intranet site);

(F)     sample meeting agendas and a default meeting frequency for the Governance Body's standing meetings;

(G)     for each type of decision to be made by the Governance Body, the allocation of decision rights among the Governance Body's participants (e.g., collaborative, at one participant's sole discretion); provided, however, that all such allocations shall comply with the framework of decision-making and approval rights, rules, and parameters established in the Agreement;

(H)     detailed processes and process maps to be used by the Governance Body for making determinations, rendering approvals, proactively avoiding disagreements, misunderstandings, and issues, and resolving disagreements and issues when they occur;

(I)     for disputes or disagreements that the Governance Body is not able to resolve, processes for escalating and referring those issues to other Governance Bodies or formal dispute resolution (i.e. arbitration); and

(J)     metrics to measure the effectiveness of the Governance Body and to drive change and improvements within that Governance Body and related Governance Bodies.

5.3     Option to Include Governance Manual in Procedures Manual.

XYZ may, acting in its sole and absolute discretion, elect to include the Governance Manual as a section of the Procedures Manual, rather than as a separate document.

## 6.  INFORMAL DISPUTE RESOLUTION PROCESS

Subject to Section 6.3, the Parties initially shall attempt to resolve any dispute arising out of or relating to the Agreement informally in accordance with the terms of Sections 6.1 and 6.2.

6.1     Informal Dispute Resolution.

(A)     When any such dispute arises, either Party shall inform the other Party in writing of the issues concerned.  Such notice shall describe the issues in reasonable detail such that the other Party is able to understand the nature of such issues and the impact of such issues on each Party.  Such notice shall include a proposed means of resolving such issues.  The date such notice is provided shall, for that dispute, be deemed the "Dispute Date".

(B)     The Parties shall utilize appropriate Governance Bodies to resolve such issues, including to review and analyze such issues, to provide subject matter expertise or issue framing; or to serve as escalation bodies for decision-making.  Each Party shall actively participate in such Governance Bodies for such resolution efforts and strive to resolve such issues as effectively and efficiently as possible, including by:

(1)     causing their representatives on such Governance Bodies to attend any meetings convened in conjunction with such resolution of such issues, including any out-of-cycle meetings of such Governance Bodies;

(2)     providing the other Party with timely and appropriate transparency into the status of its internal deliberations regarding such issues;

(3)     using such Governance Bodies as convenient forums for the exchange of factual information and such Party's opinions and perceptions regarding such issues; and

(4)     establishing reasonable time frames for each relevant Governance Body's resolution activities.

(C)     In the event the Parties are unable to resolve successfully such dispute in the manner described in Section 6.1(B) within twenty (20) days after the corresponding Dispute Date, each Party shall designate a senior representative (i.e., an executive who does not devote substantially all of his or her time to performance under the Agreement) who shall offer to meet with the designated senior representative of the other Party for the purpose of attempting to resolve the dispute amicably. The appointed representatives shall meet promptly to discuss the dispute and attempt to resolve it without the necessity of any formal proceeding, and they shall meet as often as the Parties deem necessary in order that each Party may be fully advised of the other's position. During the course of discussion, all reasonable requests made by one Party to the other for non-privileged or commercially confidential information reasonably related to the matters in dispute shall be honored promptly. The specific format for the discussions shall be left to the discretion of the appointed representatives.

6.2     <u>Disputes Involving the Parties and One or More of XYZ's Other Service Providers.</u>

If the same disputed issue arises, or related disputes arise, as between XYZ, Service Provider and one or more of XYZ's other service providers simultaneously under two (2) or more separate contracts, then at XYZ's option:

(A)     Service Provider must agree to participate in the informal dispute resolution process between XYZ and the other relevant service provider(s); or

(B)     if the same disputed issue arises with respect to each of the service providers (e.g., an issue of interpretation of the Agreement), the dispute may be resolved via a single consolidated instance of the informal dispute resolution process that includes XYZ and all relevant service providers.

6.3     <u>Commencement of Formal Dispute Resolution.</u>

Formal dispute resolution, as further described in Section 24.1 of the Main Terms, may be commenced by a Party upon the first to occur of any of the following:

(A)     the representatives appointed pursuant to Section 6.1(C) conclude in good faith that amicable resolution of the dispute through continued negotiation does not appear likely; or

(B)     thirty-five (35) days have passed from the Dispute Date; or

(C)     commencement of formal dispute resolution is deemed appropriate by a Party to avoid the expiration of an applicable limitations period or to preserve a superior position with respect to other creditors, or a Party makes a good faith determination, including as provided in Section 25.12 (Equitable Remedies) of the Main Terms, that a breach of the Agreement by the other Party is such that a temporary restraining order or other injunctive relief is necessary.

## 7. GOVERNANCE REPORTS

One of the reports Service Provider shall provide is a monthly performance report, which shall be delivered to XYZ in accordance with the agreed protocol by the end of the fifth (5) business day of each month of the Term, describing Service Provider's performance of

the Services in the prior month (the "**Monthly Performance Report**").  Each Monthly Performance Report shall comply with the agreed format requirements and shall:

(A)     append Service Provider's Service Level Reports;

(B)     describe the degree to which Service Provider has attained or failed to attain the pertinent Governance and service objectives for that month, where relevant;

(C)     describe the status of each project, each ongoing problem resolution effort and any other material initiative;

(D)     provide a record of changes made during the reporting period that affect, or could affect, the Services and describe the planned changes during the upcoming month that may affect the Services and of which Service Provider is aware;

(E)     describe any Service Provider changes in the status of, or changes made to, XYZ Facilities or XYZ Resources;

(F)     set forth utilization of each Service Provider  Resource Unit Rate(s) for the month and indicate utilization trends over the past six (6) months, including the month for which the Monthly Performance Report is being issued;

(G)     include all relevant documentation and other information that XYZ reasonably requests to verify compliance with the Agreement; and

(H)     provide XYZ with an estimate of Service Provider's likely Fees for the following month.

## 8.   CHANGE MANAGEMENT.

8.1     General.

(A)     All changes (i) to the scope of Services, (ii) to the manner in which the Services are provided, (iii) that are included within the scope of the Service (e.g., IMAC/Ds) and related management, (iv) to the obligations of the Parties under the Agreement, (v) to Applicable Laws, (vi) that are technical, operational and managerial in nature, or (vii) are otherwise contemplated under the Agreement as being subject to a change process set forth in this Appendix 13 (Governance), shall be initiated, managed, controlled and implemented through the Operational Change Process, Technical Change Process, or the Change Control Procedures, in each case as provided in this Section 8.

(B)     Service Provider shall not make the following changes without first obtaining XYZ's written approval, which approval XYZ may withhold in its sole and absolute discretion:

(1)     a change adversely affecting the function or performance of, or decreasing to any significant degree the resource efficiency of, the Services;

(2)     a change increasing XYZ's charges under the Agreement or other costs or fees of XYZ; and

> (3)     a change which has a measurable adverse impact on the way in which XYZ conducts its business or operations.

(C)     All changes that are subject to the Operational Change Process, Technical Change Process and Change Control Procedures shall not be implemented by Service Provider without the written consent of XYZ.  Moreover, Service Provider shall not be entitled to reject or consent to any approved changes subject to the Operational Change Process or Technical Change Process, other than any impact on Service Provider's cost related to implementation of such change and as otherwise provided under the Agreement unless Service Provider can establish (by demonstrating and providing evidence) to XYZ's reasonable satisfaction that it would not be technically or legally possible to implement such change or to do so in a way which would not adversely impact upon Service Provider's ability to comply with the requirements of this Agreement.  Any change subject to the Change Control Procedures shall be subject to agreement by the Parties, including any impact on Service Provider's cost or the Fees, in accordance with Section 8.4.

(D)     When submitting a request for a change or matter that is subject to an agreement of the Parties under the Agreement, each Party will categorize the change as being subject to either, as applicable, the Change Control Procedures, the Operational Change Process, or Technical Change Process.  Upon receipt of this request, the other Party will review and, if necessary, change the categorization.  In case of different views of the Parties regarding this categorization, the Change Advisory Board will decide.

(E)     No change, implementation, or result of negotiations that is subject to a change management process hereunder will be implemented or become effective without the approval of XYZ, except that Service Provider may implement such change or matter that is subject to an agreement of the Parties on a temporary basis as may be necessary, as determined by the Service Provider, to maintain the continuity of the Services in accordance with the Agreement.  No change, implementation or result of negotiations that is subject to the Change Control Procedures may be implemented or become effective without the approval of the Service Provider. Service Provider will not have the right to reject the implementation of any change or matter that is subject to an agreement of the Parties subject to the Operational Change Process or the Technical Change Process, except that Service Provider shall be entitled to charge additional costs associated with implementing such change in accordance with Section 8.1(C).

8.2     <u>Operational Change Process</u>.

Within the Procedures Manual, Service Provider shall specify a change process the Service Provider will follow when implementing changes to the operations used to provide, or used by XYZ to receive, the Services as opposed to the scope or nature of the Services themselves (the "Operational Change Process"), which will include the following changes:

(A)     how the Services are to be performed and delivered (e.g. as opposed to the scope of the Services);

(B)     the Equipment and Software Service Provider will use to perform the Services;

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(C)     the Documentation Service Provider developed in respect of the Services;

(D)     Service Provider's quality assurance procedures approved by XYZ;

(E)     Acceptance Testing processes and procedures approved by XYZ subject to the applicable processes set forth in Appendix 4 (Service Descriptions);

(F)     the supervision, monitoring, staffing, reporting, planning and oversight activities that Service Provider shall undertake;

(G)     Service Provider's problem management and escalation procedures and how they interact with XYZ's problem management and escalation procedures; and

(H)     approved through the Technical Change Process, where relevant, and the Change Control Procedures.

8.3     Technical Change Management.

(A)     Service Provider shall comply with the following technical environmental change control requirements (the "**Technical Change Process**"), as the same may be modified from time to time by XYZ.

(B)     Prior to implementing any significant change in the Services or using any new Software or new Equipment to provide the Services, Service Provider shall verify that the item:

(1)     is consistent with XYZ's current IT architecture, standards and strategic direction as provided to Service Provider by XYZ;

(2)     has been properly installed;

(3)     is operating in accordance with its specifications; and

(4)     is performing its agreed business functions.

(C)     Service Provider shall process each change through XYZ's change management protocol and shall obtain the approval of XYZ's Change Advisory Board prior to implementing it.

(D)     Service Provider shall not make any change that is inconsistent with the IT architecture, standards or strategic direction, as notified by XYZ to Service Provider in writing, without first obtaining XYZ's written approval, which approval XYZ may withhold in its sole and absolute discretion. All technical changes shall follow XYZ's development, configuration, problem, Q&A, architectural, and other similar technology management processes and change standards.

(E)     Service Provider may make temporary technical changes required by an emergency if Service Provider has been unable to contact an appropriate XYZ manager to obtain such approval after making reasonable efforts. Service Provider shall document and promptly report such emergency changes to XYZ, which changes will then be subject to XYZ's approval under the Agreement.

(F)     If Service Provider is authorized by XYZ to migrate any portion of the Services from development and test environments to production environments, Service Provider shall perform such migration in a controlled and documented manner in accordance with the procedures agreed upon by XYZ, so that no unauthorized changes are introduced into the programs during such activity.

(G)     Service Provider shall not remove or download source code or object code from XYZ equipment without XYZ's written authorization in each case.

(H)     For the avoidance of doubt, this Section 8 does not require Service Provider to seek XYZ's approval for changes in the Services that are generally applicable to all of Service Provider's other customers. However, Service Provider shall, where applicable, inform XYZ of those changes sufficiently in advance of implementing them to permit XYZ to take action as necessary to conform its systems to take account of those changes.

(I)     Within 30 days after the Service Commencement Date, Service Provider shall prepare and provide XYZ a technical change management process detailing how Service Provider shall comply with the provisions specified in this Section 8.

8.4     <u>Change Control Procedure.</u>

(A)     The Parties agree that any proposed change to (i) the scope of the Services to be provided by Service Provider, (ii) the Agreement or its Appendices, Exhibits or other Attachments, (iii) procedures and environmental facilities, which knowingly adds to, deletes from, or modifies the Service delivery environment or has an impact on the XYZ Environment, shall be subject to the Change Control Procedures; *provided, however*, that any change requested by a Party that is purely operational in nature, and can be implemented by Service Provider using the then-existing resources used to provide the Services and without having to change the Service Levels and the Fees and (a) relates to a technical and operational change contemplated within the scope of the Services, or (b) relates to the selection of Service Provider's resources that are subject to time and material rates as provided under <u>Appendix 12</u> (Fees), shall be coordinated, executed and managed through the Operational Change Process.

(B)     The Parties acknowledge and agree that the implementation of a change or matter that is subject to an agreement of the Parties under the Change Control Procedures may or may not have an effect on Fees payable by XYZ or a reduction in the scope or level of Services provided under the Agreement, with the exception of any increase or decrease in volumes under a pricing band that has maximum and minimum volume thresholds. Any such change or matter that is subject to an agreement of the Parties, and its impact on the Fees and Services as well as other costs of its implementation, if any, shall be discussed and negotiated by the Parties in good faith; *provided, however,* that Service Provider has first demonstrated to XYZ's reasonable satisfaction that Service Provider cannot implement a reasonable workaround or alternative solution/resources without incurring additional costs.

(C)     Within thirty (30) days of the Service Commencement Date, Service Provider shall prepare and provide to XYZ a draft "change control procedure" detailing how Service Provider shall comply with the requirements in Section 8 and otherwise

control the process by which the Parties will implement changes subject to such procedures (the "**Change Control Procedures**"). XYZ may designate it own tools and processes in connection with the development of such procedures

(D)     The Change Control Procedure shall be consistent with XYZ's existing change control procedures of which Service Provider is given notice.

(E)     Service Provider shall provide a copy of the draft Change Control Procedure to XYZ for its review, comment and approval. Service Provider shall incorporate XYZ's reasonable comments into the draft Change Control Procedure.

(F)     Once approved by XYZ, Service Provider shall incorporate the Change Control Procedure into the Procedures Manual, and it will thereafter be governed by Section 8 above.

(G)     The requirement to use the Change Control Procedure in respect of each change does not establish which Party bears financial responsibility for implementing that change or create a right (or a presumption) that Service Provider will be entitled to an adjustment in the price of the Services as a result of that change. These matters are governed by the Agreement and not the Change Control Procedure.

## 9.  VOLUME FORECASTS

At the beginning of each quarter, XYZ will provide Service Provider with quarterly, non-binding forecast of its and/or the XYZ Affiliates and/or the Permitted Users anticipated estimated consumption and/or use of the Services for the next following quarter ("**Quarterly Forecasts**"). For example, at the beginning of January in any year, XYZ will provide Service Provider with a Quarterly Forecasts of its anticipated Service requirements for the forthcoming quarterly period of April to June of that year. All Quarterly Forecasts are for Service Provider's informational purposes only. Service Provider acknowledges that the Quarterly Forecasts may be completely inaccurate. Providing the Quarterly Forecasts to Service Provider will not obligate XYZ to consume any volume of Services and will not be interpreted as a commitment of any kind by XYZ to Service Provider.

## 10. GOVERNANCE PANEL POOL AND STP OBJECTIVES.

10.1    General.

(A)     Service Provider agrees to implement, alone or jointly with XYZ and/or XYZ's service providers, certain XYZ strategic IT objectives included in XYZ's short term planning cycle for IT (the "**STP Objectives**"). The STP planning cycle is based on two six (6) calendar month periods during each calendar year (i.e. beginning in January to end of June, and then July to end of December) (each an "**STP Period**"). The STP Objectives will be documented by XYZ, and managed by the relevant Governance Body designated and chaired by XYZ. Such Governance Body will be responsible for coordinating the implementation of the STP Objectives with XYZ and/or XYZ's service providers.

(B)     The Service Provider agrees to participate in the implementation and execution of all STP Objectives for which XYZ has designated Service Provider as a participant. Each STP Objective will be documented and managed as a Project.

(C)     There will be no more than six (6) STP Objectives during each STP Period.  Each STP Objective will be documented by the relevant Governance Body with the participation of the Service Provider, as applicable.  Such documentation will provide a description of the relevant STP objectives, key milestone dates, key performance criteria, acceptance criteria and testing, a description of all Service Results, and such other matters as XYZ deems necessary.

10.2    Objective Setting and "At Risk" Amount.

(A)     The STP Objectives will be defined by XYZ by the end of the last month of each STP Period.  Service Provider agrees that XYZ has the right and option to assign an STP Objective for implementation solely to Service Provider or jointly with other XYZ's service providers.  Service Provider shall have certain performance obligations in relation to one or more STP Objectives.  XYZ will define the process and designate the responsible Governance Body to implement the STP Objectives as it relates to the Service Provider's responsibilities thereunder.  Such process and Governance Body will be described in the Governance Manual in accordance with this Appendix 13 (Governance).

(B)     Each STP Objective will have defined performance criteria, a measurement period (where applicable) and STP performance credits ("**STP Credits**") in the event Service Provider defaults in its performance obligations.  If Service Provider fails to meet its STP performance criteria or objectives specified in the relevant project document, XYZ shall be entitled to a credit against invoices for Support Services equal to such STP Credit percentage.

(C)     In no event shall Service Provider be required to credit XYZ more than three percent (3%) of the corresponding invoiced amounts for Support Services during  the prior STP Period, excluding Pass Through Expenses (the "**STP At Risk Amount**").  The STP At Risk Amount will be calculated using the aggregate of all billing during the previous STP Period (i.e. the STP At Risk Amount for January to June will be based upon the aggregate billing for the previous July to December).  If during any Contract Year the applicable STP Period is less than six
(6) calendar months, the STP At Risk Amount will be determined by calculating the average monthly invoice during the partial STP Period, and then multiplying the average by six (6).  The STP Credit percentage will be credited to XYZ in the form of a credit note in the same manner, and using the same mechanism, as Performance Credits; *provided, however,* that the STP At Risk Amount will reset at the beginning of each STP Period.  The STP Credits will be applied to total billings excluding any Performance Credits.

(D)     Achievement of the STP Objectives and the Service Provider performance obligations during the relevant STP Period will be agreed within one (1) month after the end of such STP Period.  The burden of demonstrating satisfaction of Service Provider's performance responsibilities and or achievement of key milestones/deliverables shall rest with the Service Provider.

* * * * *

APPENDIX 14

FORM OF NON-DISCLOSURE AGREEMENT

XYZ Corporation

Confidential

DLI-6217910v8

Global Services Agreement

Appendix 14 (Form of Non-Disclosure Agreement)

XYZ Agreement #:  ESLNS01T 4840

**APPENDIX 14**

**FORM OF NON-DISCLOSURE AGREEMENT**

CONFIDENTIALITY AGREEMENT
(To be signed by individuals who receive XYZ's confidential information and non-XYZ
employees working within XYZ premises)

**Name:**

**Address:**

**Date of Birth
and/or passport number:**

**Nationality:**

**Employer (if applicable):**

**I agree to be bound by obligations detailed in this Confidentiality Agreement.**

In connection with my work under the Global Services Agreement ("**Purpose**"), I may have
access to information that, in the interests of XYZ Corporation, a public limited liability company
incorporated in Finland, having its registered address at Keilalahdentie 4, FIN-02150 Espoo, Finland
business identity code 0112038-9 including its affiliated companies (hereinafter "**XYZ**"), is
considered to be confidential and which XYZ does not want to be disclosed to any third party without
its consent. Therefore, I agree not to disclose such confidential information, including the venue, the
time and or other information about the Purpose that I receive to any third party without first
obtaining the prior written permission of XYZ. I shall not use the received confidential
information for any purpose other than the above mentioned Purpose without the prior written
permission of XYZ. If I am an employee of another company, and I work on XYZ premises and/or
have access to XYZ's databases, for the purposes of this agreement, my employer shall be treated as
such a third party.

Within the scope of this agreement, the phrase "**confidential information**" is taken to refer to all
information (excluding always, any information not deemed to be "confidential" in accordance
with the relevant exceptions set out under the Global Services Agreement), not depending on the
manner or form in which such information is available, relating to operations within XYZ, be it
technical and/or commercial information relating to XYZ's respective business, facilities, products,
techniques and processes in form of oral disclosure, demonstration, device, apparatus, model, sample
of any kind, computer program, magnetic medium, document, specification, circuit diagram, or
drawing (including but not limited to information of a general nature or information not necessarily
in the form as applied to wireless telecommunications systems) and visual observation of the aforesaid
which information is proprietary to XYZ or to its affiliated companies and I am willing to undertake
to restrict the use and further disclosure of the confidential information.

I agree not to make, issue, or release any public announcement, statement, or acknowledgement
of the existence of this Confidentiality Agreement, except as may be required by law. In agreeing to
keep secret all confidential information, I agree to refrain from discussing anything relating to
confidential information with anyone, to refrain from taking copies of confidential information

and to refrain from passing on confidential information in any way whatsoever to anyone, except as strictly required to perform services to XYZ for the above mentioned Purpose. Especially I acknowledge that any and all information that may be available from computers or databases of XYZ or its employees, officers, directors or agents, disclosed to me orally in internal/external discussions of such XYZ employees, officers, directors or agents or otherwise available, shall be deemed especially sensitive confidential information of XYZ, which I shall not disclose to anyone or use for any purposes except to the extent permitted and required for the Purpose. Furthermore, I agree to diligently use my best endeavours to control and prevent disclosure of confidential information to any third party. I acknowledge and agree that the intellectual property rights residing in all work performed for XYZ shall vest in and belong to XYZ.

If I am performing the Purpose on XYZ premises, I have received an access key and an identification card that I will always carry visibly while I am on XYZ premises. I agree to safeguard these items to ensure that no one else uses these items to gain access to XYZ premises, and to return these items upon the completion of the Purpose or XYZ's request, whichever is earlier. Should either of these items be lost I will report it immediately to XYZ.

I hereby give my consent to XYZ and third parties, on behalf and under direct authority of XYZ, to process my personal data as deemed appropriate and necessary for the operations of XYZ in connection to the Purpose of this Confidentiality Agreement and the undertakings related to it. This processing will be done in compliance with XYZ guidelines and applicable legislation. I acknowledge that as a global company, XYZ has international sites throughout the world and to the extent necessary the personal data related to me may be sent to any site within XYZ. I hereby give my consent to my personal data being transferred and processed electronically by third parties or on servers located outside of the country where I originally entered the information. Any transferring and processing of personal data is done under the direct authority of XYZ and under a strict confidentiality obligation and by protected technical means.

I have read and understood this Confidentiality Agreement and agree to be bound to the obligations detailed in this Confidentiality Agreement until such times as information becomes public knowledge through no fault on my part and by XYZ's reasonable security instructions as issued from time to time.

Place and date: _____

Signature: _____

<p style="text-align:center">* * * * *</p>

**APPENDIX 15**

**APPROVED SUBCONTRACTORS**

XYZ Corporation
Confidential
DLI-6217943v3

Global Services Agreement
Appendix 15 (Approved Subcontractors))
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# APPENDIX 15

## APPROVED SUBCONTRACTORS

As of the Effective Date, the Pre-Approved Subcontractors are the companies set forth in the table below.  The Parties acknowledge that Service Provider intends to use other subcontractors.  After the Effective Date, XYZ and Service Provider will work together to obtain the appropriate information necessary for XYZ to evaluate and approve or reject Service Provider's other proposed subcontractors as soon as reasonably possible.  All subcontractors will be evaluated and approved on a country-by-country basis.

| Company | Country |
|---|---|
| Bitservis | Czech Republic |
| Infocare | Denmark |
| KOLALY TECHNOLOGY | Egypt |
| Infocare | Finland |
| Bechtle | Germany |
| Adecco | Hungary |
| Poli Computers | Hungary |
| Manpower | Ireland |
| N. S. C. S.r.l. | Italy |
| Corporate Business Systems | Kazakhstan |
| Alna | Lithuania |
| Infocare | Norway |
| Russia Business Coputer Center | Russia |
| Tricon | Senegal |
| Infocare | Sweden |
| Bechtle | Switzerland |
| Manpower | United Kingdom |

\* \* \* \* \*

XYZ Corporation
Confidential
DLI-6217943v3

Global Services Agreement
Appendix 15 (Approved Subcontractors))
XYZ Agreement #:  ESLNS01T 4840

**APPENDIX 16**

**DATA PROTECTION**

XYZ Corporation
Confidential
DLI-6217860v11

Global Services Agreement
Appendix 16 (Data Protection)
XYZ Agreement #:  ESLNS01T 4840

# APPENDIX 16

# DATA PROTECTION

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**List of Exhibits**

Exhibit 16-1          Instructions, Transfer of Personal Data and Use of Subcontractors

**APPENDIX 16**

**DATA PROTECTION**

This **DATA PROTECTION ANNEX** (this "**Annex**") is incorporated by reference into the Global Services Agreement (the "**Agreement**") dated 23 January 2009 between XYZ Corporation ("**XYZ**") and HCL Technologies Limited ("**Service Provider**" and, together with XYZ, the "**Parties**").

**WHEREAS**

(A) XYZ and its Affiliates form a global company with operations in numerous countries and jurisdictions, and thus XYZ and the XYZ Affiliates may be subject to data protection legislation in many of these countries and jurisdictions;

(B) Transactions under the Agreement may be global in nature and may require the processing of XYZ data and Personal Data by Service Provider in various countries, including the transfer of such data across national borders; and

(C) XYZ and Service Provider acknowledge that relevant data protection legislation must be observed during the provision of the services under the Agreement. Accordingly, the Service Provider agrees to process and transfer such data in accordance with the terms and provisions of the Agreement and this Annex.

The Parties agree that to the extent of any conflict between the terms of this Annex and the Agreement (unless otherwise expressly agreed within the terms of this Annex), the provisions of this Annex shall prevail. Any changes to this Annex must be agreed in writing between the Parties.

## 1. COMPLIANCE WITH LAWS

Service Provider agrees to comply with and apply the provisions of all applicable laws relating to data protection, privacy and security, including without limitation EU Directive 95/46/EC (Directive of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and any amendments thereof, EU Directive 2002/58/EC (Directive of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector) (collectively the "**EU Directives**"), all national laws implementing the EU Directives, and all other applicable international, regional, federal or national data protection, privacy, export or data security directives, law, regulations, rulings, and other binding restrictions of, or by, any judicial or administrative body, whether domestic, foreign or international (the "**Laws**") when processing Personal Data under the Agreement. For the purposes of this Annex, "**Personal Data**" shall mean personal data as defined in the Laws, including that relating to XYZ employees (current and former), job applicants, external workforce, customers (prospective, current and former) or end-users that is processed by Service Provider under the Agreement. The term "**processing**" shall mean any operation, or set of operations, performed on Personal Data, by any means, such as by collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. Service Provider

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shall also comply with the terms of XYZ's policies as such policies relate to Personal Data and which are made available by XYZ to Service Provider.

## 2. TRANSFER OF PERSONAL DATA

This clause shall apply to the extent that the Laws of the European Economic Area ("**EEA**") or other jurisdictions with Laws restricting the export of Personal Data (including without limitation as of the date of execution of this Annex, Argentina, Australia, Canada, Hong Kong, Japan, New Zealand and Switzerland) ("**Restricted Jurisdictions**") apply to any processing of Personal Data performed by Service Provider. Service Provider shall not (and shall procure that its subcontractors shall not) process Personal Data in a country outside the Restricted Jurisdictions (including not transferring Personal Data to a country outside the Restricted Jurisdictions) unless a specific contractual clause in the Agreement authorizes such processing or with the specific prior written authorization of XYZ. Notwithstanding such authorization to process Personal Data outside the Restricted Jurisdictions, Service Provider shall process Personal Data in compliance with the Laws, in a manner that does not put XYZ in breach of such Laws. If required by the Laws, or where reasonably requested by XYZ, Service Provider shall (and shall procure that any subcontractors shall) enter into the appropriate contractual arrangements with such party (including XYZ itself or any XYZ Affiliate) for the transfer of Personal Data from the Restricted Jurisdiction to third countries as approved by the applicable Data Protection regulatory authority in the Restricted Jurisdiction ("**Model Clauses**"). As an alternative to entering into Model Clauses, Service Provider may, at XYZ's discretion, rely upon an alternative framework permitting the lawful transfer of the Personal Data outside of the Restricted Jurisdictions, provided that such framework has been approved by all relevant data protection authorities (such as the EU-US Safe Harbor arrangement) and is also made binding upon Service Provider's subcontractors. As of the date of execution of the Agreement, XYZ consents to the transfers described in Exhibit 16-1 only.

## 3. NO RIGHTS TO PERSONAL DATA

Except to the extent necessary for Service Provider to perform its obligations towards XYZ under the Agreement, Service Provider shall keep Personal Data confidential, shall have no rights to Personal Data, and, unless specifically agreed otherwise with XYZ in writing or required for the proper performance of the relevant Services (to the extent provided for in the Agreement), shall not access, use, process, disclose, or transfer Personal Data (in part or in whole) to any third party during or after the term of the Agreement. Upon termination or expiry of the Agreement, Service Provider shall provide (at XYZ's reasonable cost) XYZ with a complete and up-to-date copy of all Personal Data (including any back-up copies thereof) in such form as XYZ may request. Without prejudice to the foregoing obligation, upon termination or expiry of the Agreement, within a reasonable period Service Provider shall (and shall procure that its subcontractors shall) destroy all Personal Data in tangible form and delete all Personal Data from all computer hardware (including storage media) and software used by Service Provider to process the Personal Data (unless specifically agreed otherwise by XYZ in writing) and shall confirm in writing that this has been done. To the extent that Service Provider is processing Personal Data on behalf of XYZ, Service Provider shall (and shall procure that any subcontractors shall) process Personal Data solely in accordance with XYZ's instructions expressly provided in the Agreement or this Annex or as otherwise provided by XYZ in writing (cost impact, if any, shall be handled through Change Control Procedure).

## 4. USE OF THIRD PARTIES IN DATA PROCESSING

If in the Agreement, or separately in writing, XYZ has agreed that Service Provider may engage subcontractor(s) to process Personal Data, then (i) such engagement will be under a written contract, (ii) the subcontract will require the subcontractor(s) to comply with the same obligations, covenants, representations and warranties applicable to Service Provider under the Agreement, this Annex and the Laws, and will provide XYZ with the same rights towards the subcontractor as XYZ has towards Service Provider, and (iii) the subcontract will include such provisions as shall require for compliance with XYZ's relevant policies relating to Personal Data. In any event, Service Provider covenants to XYZ and its Affiliates that Service Provider will remain fully liable for the acts and omissions of its subcontractors. As of the date of execution of this Annex, XYZ consents to Service Provider using the subcontractors described in Exhibit 16-1 only. Subsequent consents shall be documented in writing.

## 5. SAFEGUARDS

Service Provider shall implement and maintain at all appropriate times, operational, managerial, physical and technical measures to protect the Personal Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access so that all processing is in compliance with the Laws. Service Provider shall keep accurate records of all processing of Personal Data under the Agreement and limit access of Personal Data to authorized and properly trained personnel, which required in order to perform the Service Provider's Services in accordance with the Agreement. Service Provider shall provide XYZ with prompt reasonably detailed written notice, but in any event within two (2) days of its discovery, of (i) any loss of Personal Data maintained or stored by Service Provider, a Service Provider Affiliate or their subcontractor, (ii) any unauthorized access to Personal Data maintained or stored by Service Provider, a Service Provider Affiliate or their subcontractor, (iii) any third party notification of breach or violation of the Laws by Service Provider, a Service Provider Affiliate or their subcontractor; or (iv) any enforcement proceeding, action, lawsuit, or any pending or threatened enforcement proceeding, action, lawsuit, brought or threatened against Service Provider, a Service Provider Affiliate or their subcontractor, relating in any way to Personal Data. To the extent any Law requires that a person be notified if there is unauthorized access or acquisition of Personal Data relating to such person (a "**Data Breach**"), Service Provider agrees that, in addition to any obligation set forth in this Annex and the Agreement, it will be responsible for (i) at XYZ's request and where possible under the Laws subject to XYZ's prior approval of the content, form and timing, providing any notices to such person or governmental authority containing the information as mandated by applicable Law, (ii) conducting any forensic and security review and audit in connection with such Data Breach, (iii) providing remediation services and other reasonable assistance to such persons directly or through a third party as (1) required under Law, (2) requested by governmental authorities, or (3) agreed by the Parties, and (iv) reasonably cooperating with the relevant XYZ Affiliate in responding to such Data Breach. Service Provider shall bear all costs related to its responsibilities set forth above.

## 6. ACCESS TO PERSONAL DATA AND RIGHTS OF DATA SUBJECTS

If requested by XYZ in order for XYZ to comply with the Laws, Service Provider shall, at no cost, (i) promptly provide XYZ with a copy of individuals' Personal Data in tangible form or, at XYZ's discretion, provide access at any time to the Personal Data, and maintain the Personal Data in a form that enables such access with the greatest convenience to XYZ that is reasonably feasible and consistent with the efficient provision of services. Such access shall include the right

and ability to modify, or cause the prompt modification of, any element of Personal Data in a manner consistent with the Agreement or as required by Laws, (ii) promptly correct, block or delete individuals' Personal Data, (iii) promptly provide XYZ with such information and cooperation regarding the processing of Personal Data under the Agreement as XYZ may reasonably request, and (iv) provide individuals whose Personal Data is being processed with such information regarding the processing as XYZ may reasonably request, including but not limited to, providing privacy notices, consents and waivers, in accordance with XYZ's reasonable instructions and subject to XYZ's prior approval.

## 7. REGISTRATION OF DATA PROCESSING

If requested by XYZ in order for XYZ to comply with the Laws or if required by mandatory law in order for Service Provider to comply with the Laws, Service Provider shall (i) prepare such forms as may be required by the Laws to describe the processing of Personal Data by Service Provider, Service Provider's Affiliates and their subcontractors ("**Registration Forms**"), (ii) file such Registration Forms with applicable governmental authorities, and (iii) ensure the continued accuracy of such Registration Forms during the term of the Agreement. If requested by XYZ in order for XYZ to comply with the Laws, preparation of Registration Forms and actions required under this section shall be at XYZ's reasonable cost.

## 8. LIABILITY

Service Provider shall indemnify, defend and hold harmless, XYZ and its Affiliates against all damages, losses, penalties, compensation and expenses to the extent caused by any act, omission, default or negligence of Service Provider, a Service Provider Affiliate or their subcontractors, relating to the processing of Personal Data under the Agreement or this Annex, or relating to a Data Breach where the Personal Data is in the possession, custody, or control of Service Provider, a Service Provider Affiliate or their subcontractor, and against all actions, claims, demands and proceedings in respect thereof, or in relation thereto. XYZ may, at any time, take over the defense, totally or partly, at Service Provider's reasonable cost in the event that XYZ considers such take over to be necessary, provided that if XYZ does so, its claim against Service Provider thereafter shall be for damages rather than on an indemnity basis, but the limits on liability in Section 22 of the Agreement shall not apply to such damages claim. Notwithstanding the limitation of liability clause or any other provision of the Agreement, a liability cap therein shall not apply and Service Provider does not limit or exclude its liability arising out of any violation by Service Provider, a Service Provider Affiliate or any subcontractor of the provisions of the this Annex.

## 9. DURATION OF THE ANNEX

This Annex shall remain in full force for as long as the Agreement is in force, and for such period thereafter as is necessary for the activities after Agreement termination or expiration to be completed (including, but not limited to, the return of Personal Data to XYZ and the deletion of Personal Data). To the extent that Personal Data is processed by, or for, Service Provider, for whatsoever reason, after the termination or expiration of the Agreement, this Annex shall continue to apply to such processing for as long as such processing is carried out.

* * * * *

**EXHIBIT 16-1**

**INSTRUCTIONS, TRANSFER OF PERSONAL DATA AND USE OF
SUBCONTRACTORS**

**XYZ's instructions regarding the processing of Personal Data:**

The Personal Data is used to identify the individual persons that are contacting or should be contacted when providing the centralized support services or as may otherwise reasonably be required for the purposes of providing the Services in accordance with this Agreement.

**Transfer of Personal Data subject to the Laws of the EEA (referred to in Section 2 of the Annex):**

Access to Systems:
- IM Master

Data contained:
- name
- location
- e-mail address
- externals phone number

Access to systems:
- RMT
- XYZ Intranet

Data contained:
- XYZ ID
- name
- address
- phone number
- cost center
- organization
- title
- managers name

**Service Provider's subcontractors processing Personal Data (referred to in Section 4 of the Annex):**

| List of Subsidiaries - HCL Technologies Limited | |
| --- | --- |
| **Name Of Entity** | **Country** |
| HCL America Inc, | USA |
| HCL Great Britain Limited | United Kingdom |
| HCL Sweden AB | Sweden |
| HCL (Netherlands) BV | Netherland |
| HCL GmbH | Germany |

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| | |
|---|---|
| HCL Italy SLR | Italy |
| HCL Belgium NV | Belgium |
| HCL Australia Services Ply, Limited | Australia |
| HCL (New Zealand) Limited | New Zealand |
| HCL Hong Kong SAR Limited | Hong Kong |
| HCL Japan Limited | Japan |
| HCL Holdings GmbH | Germany |
| Intelicent India Limited | India |
| HCL Comnet Systems and Services Limited | India |
| HCL Enterprise Solutions Limited | India |
| HCL Bermuda Limited | India |
| OSI Financial Solutions P1e Limited | Singapore |
| HCL BPO Services (NI) Limited | India |
| HCL Comnet Limited | India |
| HCL Jones Technologies LLC | USA |
| HCL Jones Technologies (Bermuda) Limited | India |
| HCL Singapore Pte Limited | Singapore |
| HCL (Malaysia) Sdn, Bhd | Malaysia |
| HCL EAI Services Inc, | USA |
| HCL EAI Services Limited | India |
| Aalayance (UK) Limited | United Kingdom |
| HCL Technoparks Limited | India |
| HCL Poland Sp,z.o.o. | Poland |
| HCL Technologies (Shanghai) Limited | China |
| Capital Stream Inc | USA |

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**APPENDIX 17**

**MANAGED, RETAINED AND ASSIGNED AGREEMENTS**

XYZ Corporation     Global Services Agreement
Confidential     Appendix 17 (Managed, Retained and Assigned Agreements)
DLI-6219723v3     XYZ Agreement #:  ESLNS01T 4840

# APPENDIX 17

## MANAGED, RETAINED AND ASSIGNED AGREEMENTS

None as of the Effective Date.

\* \* \* \* \*

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# APPENDIX 18

# SERVICE PROVIDER USE OF XYZ FACILITIES

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DLI-6215893v12

Global Services Agreement
Appendix 18 (Service Provider Use of XYZ Facilities)
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# APPENDIX 18

# SERVICE PROVIDER USE OF XYZ FACILITIES

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## List of Exhibits

XYZ Corporation Confidential                                          Global Services Agreement
Appendix 18 (Service Provider Use of XYZ Facilities)
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# APPENDIX 18

## SERVICE PROVIDER USE OF XYZ FACILITIES

## 1. INTRODUCTION

This Appendix 18 (Service Provider Use of XYZ Facilities) sets out the terms and conditions concerning the use of Space in XYZ Facilities in connection with the Service Provider's provision of the Services.

## 2. DEFINED TERMS

2.1 Certain Definitions.

Defined terms relating to this Appendix 18 (Service Provider Use of XYZ Facilities) are provided in Appendix 1 (Definitions) or in-place where the term is used and have the meanings there given.

2.2 Other Definitions.

Other capitalized terms (not defined in-place in this Appendix 18 (Service Provider Use of XYZ Facilities) or in Appendix 1 (Definitions)) are defined in the Main Terms (or in another Appendix to the Agreement) and retain the meanings set out in the relevant definition.

## 3. XYZ FACILITIES

3.1 XYZ Facilities and Space.

As specified in Section 11 of the Main Terms, certain Services will be provided to XYZ from the XYZ Facilities using the Space, subject to and in accordance with this Appendix 18 (Service Provider Use of XYZ Facilities). Exhibit 18-1 (List of Office Space, Storage Space and Server Space) to this Appendix 18 (Service Provider Use of XYZ Facilities) will set out the location of Office Space, Storage Space and Server Space in each XYZ Facility that will be available to Service Provider. During the Transition Period the Parties will complete Exhibit 18-1 (List of Office Space, Storage Space and Server Space), and the Parties will verify during the Term and, as required, revise Exhibit 18-1 (List of Office Space, Storage Space and Server Space) to this Appendix 18 (Service Provider Use of XYZ Facilities) to reflect the XYZ Facilities and the Space used by Service Provider during the Term. Exhibit 18-1 (List of Office Space, Storage Space and Server Space) to this Appendix 18 (Service Provider Use of XYZ Facilities) can be mutually updated without amending this Agreement, subject to the relevant authorized XYZ representative accepting in writing such update to the aforesaid.

3.2 Occupancy of XYZ Facilities.

Commencing on the Service Commencement Date or earlier if mutually agreed, and subject to Section 3.1 of this Appendix 18 (Service Provider Use of XYZ Facilities), XYZ will provide to Service Provider use of certain Space in XYZ Facilities required by Service Provider to provide the Services to XYZ (1) during the Transition Period as contemplated by the Transition Plan , and (2) thereafter during the Term in accordance with the Procedures Manual.  The Space shall be provided to Service Provider in their

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then-current condition, without any warranties whatsoever and is made available to Service Provider on an "AS IS" basis. XYZ will inform Service Provider of any plans or determination to relocate the XYZ Facilities containing Space so that Service Provider will have a reasonable amount of time to prepare for and implement such change or relocation as it impacts Service Provider, and all impacts of such relocations shall be discussed and agreed between the Parties pursuant to the Operational Change Process.

3.3    <u>Terms of Occupancy</u>.

Service Provider's occupancy and use of the Space is subject to the following terms and conditions:

(A)    Use of the Space in any XYZ Facilities by Service Provider does not and will not constitute a leasehold, a usufruct, or other property interest in favor of Service Provider or any Service Provider agent and hence XYZ and Service Provider shall take reasonable steps to ensure that Service Provider's or an Service Provider agent's use of Space in a XYZ Facilities does not give rise to a property interest in favor of Service Provider or any Service Provider agent under Local Law. Service Provider shall use Commercially Reasonable Efforts keep XYZ Facilities free of any liens.

(B)    Except as expressly provided in this <u>Appendix 18</u> (Service Provider Use of XYZ Facilities), Service Provider shall use the Space in any XYZ Facilities for the sole and exclusive purpose of providing the Services. Service Provider shall not use the Space to service any other customer of Service Provider without the advance and express written consent of XYZ, which XYZ may approve or condition in its sole and absolute discretion.

(C)    Service Provider shall be responsible for any damage to the Space or XYZ Facilities resulting from the abuse, misuse, neglect, or negligence of Service Provider or other failure to comply with its obligations respecting the Space or XYZ Facilities.

(D)    Service Provider shall use the XYZ Facilities in a manner which seeks to not interfere, with XYZ's other business operations and which does not unnecessarily or unreasonably increase facility or other costs incurred by XYZ.

(E)    Service Provider and Service Provider agents shall:

    (1)    keep the Space in a clean and tidy condition,

    (2)    not commit or permit waste or damage to the XYZ Facilities and Space,

    (3)    not use the Space for any unlawful purpose or act, and

    (4)    comply with all of XYZ's disclosed standard policies and procedures as in effect in accordance with the Main Terms including

        (a)    procedures for the physical security and safety of the XYZ Facilities and

(b) XYZ technology, architecture and security policies and procedures set forth in <u>Appendix 8</u> (Technology, Architecture and Security) of the Agreement.

(F) XYZ, its Affiliates, employees and/or XYZ agents may at any time enter into the Space that is occupied by Service Provider only for the purposes of workplace/facilities management, maintenance or cleaning activities, or such other purpose as may be reasonably required.

(G) Service Provider will not install fixtures or make any improvements or changes involving alterations to the XYZ Facilities without XYZ's prior approval, which is not to be unreasonably withheld or delayed. All such alterations shall be discussed and agreed by the Parties through the Change Control Procedures. If XYZ approves Service Provider's request for improvements or changes, or additions of fixtures, to any XYZ Facilities, XYZ will let Service Provider manage such implementation. All costs and expenses to install fixtures and complete such improvements and changes as requested by Service Provider will be paid by Service Provider, save as may otherwise be agreed via the Change Control Procedure. Upon completion of any improvements or changes, any improvements or changes (excluding Equipment) to any XYZ Facilities will become a permanent part of the XYZ Facilities and will become the property of XYZ or the applicable Affiliate of XYZ. The Parties shall agree through the Change Control Procedures who shall own any new fixtures requested by Service Provider.

(H) When the XYZ Facilities or XYZ's facilities are no longer required for performance of the Services, Service Provider will return them to the relevant XYZ Affiliate in the same condition as when Service Provider or the applicable Service Provider agent began using such locations, ordinary wear and tear excepted and save as otherwise agreed between the Parties. For the avoidance of doubt, the Service Provider shall only be required to remove, at its cost, any fixtures it owns as agreed by the Parties in accordance with the Change Control Procedures.

(I) Upon reasonable notice, XYZ and XYZ's Affiliates have the right to change the physical location of Space within the XYZ Facilities, provided that the new location is equivalent in all material respects to the Space then occupied by the Service Provider. XYZ or the applicable XYZ Affiliate will use the same processes and procedures in planning the Space and moves of Service Provider as it does with other XYZ business units. Space provided for Service Provider Personnel will not be physically separated from general XYZ office environment, nor shall it be under access control unless agreed by the Parties. If any Space for Service Provider Personnel in a certain location is physically separated and access controlled at the request of Service Provider and approved by XYZ, then costs for such separation and access control shall be borne by Service Provider, including any relocation costs of such Space. If the Service Provider is required to relocate from any Space to which it has made any new fixtures, improvements or changes under Section 3.3(G) of this <u>Appendix 18</u> (Service Provider Use of XYZ Facilities), then XYZ shall reimburse to the Service Provider the replacement value of those fixtures it owns and which it does not have the right to remove as provided under this <u>Appendix 18</u> (Service Provider Use of XYZ Facilities).

(J)     XYZ or the local XYZ Affiliate will make available at no cost to Service Provider or the applicable Service Provider agent the following services (collectively, the "**Facilities Services**") in connection with its occupancy of Space as such services are generally made available to XYZ at such locations:

   (1)     real estate and facilities administration and management;

   (2)     preventive and routine maintenance, including repairs and annual repairs;

   (3)     cleaning and care of the internal (including Space) and outdoor areas;

   (4)     waste management;

   (5)     landscaping and maintenance of outdoor areas;

   (6)     organizing and executing internal moves;

   (7)     use of specified meeting rooms through the reservation system according to XYZ policies, if any;

   (8)     local facility help desk assistance;

   (9)     security services (security guards, passer control, identification badges and facility access rights);

   (10)    reception services;

   (11)    heating and air-conditioning, if available;

   (12)    warm and cold water;

   (13)    electricity;

   (14)    mail room services;

   (15)    parking facilities, if available at the XYZ Facilities;

   (16)    access to cafeteria/restaurant, if available; and

   (17)    access to bathroom facilities.

(K)     XYZ reserves the right to vary the facility services from time to time for any applicable XYZ Facilities except that any variation to those facility services which are required by the Service Provider in order to provide the Services shall be mutually agreed between the Parties. Except as set forth in Appendix 4 (Service Descriptions) or the Transition Plan or as otherwise expressly specified in this Agreement (including Appendix 22 - XYZ Responsibilities), XYZ is not obligated to provide any service or support other than Facility services, such as:

   (1)     personal computers, telephones or fixed phone lines;

   (2)     receiving of goods not handled by mailing services;

(3)      system or IT support;

(4)      travel reservation facilities;

(5)      secretarial services;

(6)      health care services; or

(7)      company cars.

3.4      Consents.

XYZ shall use, or shall cause the local XYZ Affiliate to use, Commercially Reasonable Efforts to obtain any third party consent that is necessary for Service Provider and/or the relevant Approved Subcontractor and/or the relevant Service Provider agent to occupy or otherwise use XYZ Facilities.  Service Provider and Approved Subcontractors and Service Provider agents shall comply at all times with the disclosed terms of such consents.  Notwithstanding the requirements of this Section 3.4, Service Provider's use of XYZ Facilities is subject to any applicable third party consents or lease agreements applicable to XYZ Facilities communicated to Service Provider.  Any changes resulting from a failure to obtain such consents shall be subject to the Change Control Procedures.

## 4.  COSTS

4.1      Use of XYZ Facilities During Transition.

(A)      XYZ shall provide occupancy and use of certain Office Space within certain XYZ Facilities as set out in the Transition Plan during the Transition Period.  If Service Provider fails to vacate any such Office Space on or before the earlier of the date (if any) specified in the Transition Plan (or after any applicable extension period), or within a reasonable time (not to exceed fifteen (15) days) after Service Provider has completed the components of the Transition(subject to any extension) for which such Office Space is being used, Service Provider shall pay XYZ the Facilities Cost from the date by which Service Provider was required to have  vacated such Office Space and any other damages incurred by XYZ because of Service Provider's failure to vacate.

(B)      During the Transition Period, XYZ shall provide to the Service Provider "Global Account Executive" a XYZ laptop, email account, a dedicated office (capable of being locked) or dedicated workstation (with lockable storage available), a XYZ external identification badge and an access card for the XYZ Facilities at which such office is located. Provision of any or all of such items after the Transition Period shall be at the sole and absolute discretion of XYZ.

4.2      XYZ Facilities During the Term.

Except as otherwise provided in this Appendix 18 (Service Provider Use of XYZ  Facilities), XYZ will provide occupancy and use of the Space in XYZ Facilities as set  forth in Exhibit 18-1 (List of Office Space, Storage Space and Server Space) during the Term.

4.3      Vacating the XYZ Facilities.

---

(A) Service Provider or the applicable Service Provider agent shall vacate the Space at XYZ Facilities:

  (1) in accordance with the arrangements agreed in the Transition Plan (subject to any agreed extensions);

  (2) on the date requested by XYZ with respect to moves and changes in XYZ Facilities in accordance with Section 3.2 and 3.3(I) of this Appendix 18 (Service Provider Use of XYZ Facilities); and

  (3) within twenty-four (24) hours after receiving notice from XYZ in connection with an emergency, as determined by XYZ in its sole and absolute discretion.

(B) If Service Provider or the relevant Approved Subcontractor or the relevant Service Provider agent fails to vacate the Space at a XYZ Facilities as required under Section 4.3(A), then XYZ (or the local XYZ Affiliate) may vacate such Space at the XYZ Facilities, by giving Service Provider reasonable notice.

4.4 Additional Space.

If Service Provider requires reasonable additional Space in any XYZ Facilities to provide the Services, Service Provider shall request such additional Space in writing to XYZ, specifying the XYZ Facilities(s) concerned, the additional Space required, the reason for the requirement, and the impact on the Services (if any) if such additional Space cannot be made available. XYZ shall thereafter determine, acting reasonably, whether to provide such requested additional Space, and XYZ will provide additional space in connection with XYZ's changed business demands or increased volumes where reasonably necessary in order for Service Provider to support such XYZ changed business demands or increased volumes. If XYZ decides not to provide such additional Space (in whole or in part) or alternative additional Space, such decision shall not form the basis for an increase to the Fees set out in Appendix 12 (Fees), and any further implications of the requirement for additional space shall instead be addressed by way of the Change Control Procedures. If XYZ decides to provide such additional Space (in whole or in part) or alternative additional Space, the terms and conditions of the Agreement (including this Appendix 18 (Service Provider Use of XYZ Facilities) shall apply thereto.

## 5. RELATIONSHIP MANAGEMENT

Governance of the Parties' relationship with respect to this Appendix 18 (Service Provider Use of XYZ Facilities) and Service Provider's use of Space at XYZ Facilities will follow the guidelines and principles set out in Appendix 13 (Governance) to this Agreement.

## 6. COMPLIANCE

6.1 Local Law.

Service Provider and the relevant Approved Subcontractor and the relevant Service Provider agents shall comply with all Local Laws to the extent that they are applicable to Service Provider or such Approved Subcontractor or such Service Provider agent in connection with the use of XYZ Facilities for the provision of the Services, and (subject

to prior XYZ approval, which shall not be unreasonably withheld) obtain all applicable permits and licenses required of Service Provider or the relevant Approved Subcontractor or the relevant Service Provider agent in connection with its obligations under this <u>Appendix 18</u> (Service Provider Use of XYZ Facilities).

6.2 <u>Office Space</u>.

XYZ shall provide Service Provider with the Office Space in each of the XYZ Facilities as set out in <u>Exhibit 18-1 (Lis</u>t of Office Space, Storage Space and Server Space). XYZ may, in its sole and absolute discretion, deny or restrict access to the Office Space and/or the XYZ Network by any Service Provider Personnel if XYZ has a reasonable factual basis to believe that there is or has been unauthorized use or access of Office Space by such Service Provider Personnel. Prior to denying or restricting such access, XYZ shall provide reasonable notice under the circumstances (which may be no notice, depending upon the nature of the unauthorized use or access) to Service Provider, giving Service Provider a reasonable opportunity to correct such unauthorized use or access (which may be no opportunity, depending upon the nature of the unauthorized use of access).

6.3 <u>Storage Space</u>.

XYZ will provide Service Provider with the agreed Storage Space in each of the XYZ Facilities as set out in <u>Exhibit 18-1</u> (List of Office Space, Storage Space and Server Space). XYZ may, in its sole and absolute discretion, deny or restrict access to the Storage Space or the XYZ Network by any Service Provider Personnel if XYZ has a reasonable factual basis to believe that there is or has been unauthorized use or access of Storage Space by such Service Provider Personnel. Prior to denying or restricting such access, XYZ shall provide reasonable notice under the circumstances (which may be no notice, depending upon the nature of the unauthorized use or access) to Service Provider, giving Service Provider a reasonable opportunity to correct such unauthorized use or access (which may be no opportunity, depending upon the nature of the unauthorized use of access).

6.4 <u>Server Space</u>

XYZ will provide Service Provider with the agreed number of Server Space in each of the XYZ Facilities which will be set forth in <u>Exhibit 18-1</u> (List of Office Space, Storage Space and Server Space) during the Transition Period. Service Provider will use the Server Space for Dedicated Equipment and Software only, unless otherwise agreed by XYZ. Service Provider acknowledges and agrees that XYZ may, in its discretion, deny or restrict access to the Server Space or XYZ Network by any Service Provider Personnel if XYZ suspects unauthorized use or access of Server Space by such Service Provider Personnel. Provided that there is no impact upon the provision of the Services by the Service Provider, the Server Space may be reallocated by XYZ to other XYZ Facilities, provided that XYZ bears all the costs associated with any relocation of Dedicated Equipment and Software.

6.5 <u>Security Monitoring</u>.

When using the Space, Service Provider Personnel shall not access other XYZ Facilities, except for those XYZ Facilities provided as part of the Facilities services, unless accompanied by a XYZ representative and in accordance with XYZ's physical security policies and procedures in accordance with the Main Terms. While present in XYZ

Facilities, Service Provider Personnel will display at all times identification badges (and access key) approved by XYZ. Service Provider Personnel shall inform XYZ security as soon as they become aware of a lost identification badge and/or access key.  Service Provider Personnel must not share the identification badges and/or access keys with any  third parties. To the extent not prohibited by Applicable Law, Service Provider acknowledges and consents to the use of video cameras by XYZ, in its discretion, to monitor Service  Provider  Personnel mobility and  security access  within XYZ  Facilities and the XYZ Environment.

* * * * *

**EXHIBIT 18-1**

**LIST OF OFFICE SPACE, STORAGE SPACE AND SERVER SPACE**

**[To be completed by the Parties during the Transition Period]**

XYZ Corporation                         Appendix 18 (Service Provider Use of XYZ Facilities)
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**APPENDIX 19**

**NEW SERVICE AMENDMENT**

# APPENDIX 19

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## AMENDMENT NO. [ ]

This **AMENDMENT NO. [ ]** (the "**Amendment**") to the Global Services Agreement (effective 23 January 2009) (the "**Agreement**") is entered into as of **[_____]** (the "**Amendment Effective Date**") and made by and between XYZ Corporation, an entity incorporated under the laws of Finland and having its principal place of business at Keilalahdentie 4, FIN – 02150 Espoo, Finland, including its Affiliates ("**XYZ**") and HCL Technologies Limited**,** incorporated  and registered in India with company number 55-46369**,** whose registered office is at 806,  Siddharth, 96, Nehru Place, New Delhi – 110019, India (the "**Service Provider**").

**WHEREAS:**

A.      Pursuant to the Agreement, XYZ has the right to add one or more New Services from time to time; and

B.      XYZ desires for Service Provider to perform New Services for **[insert description of New Service] ("[name of New Service]")** in accordance with the terms of the Agreement; and

C.      Service Provider desires to provide such New Services, and the Parties have reached an agreement on the terms for the provision of such New Services.

**NOW, THEREFORE,** the Parties hereby agree to amend the Agreement as set forth in this Amendment.  Except to the extent otherwise expressly provided herein, the amendments set forth in this Amendment shall be effective as of the Amendment Effective Date.

## 1.  DEFINITIONS

Defined terms used in this Amendment (if any) have the meanings set forth in Appendix 1 (Definitions) of the Agreement, or as modified by this Amendment.  This Amendment shall be subject to the full terms and conditions of the Agreement, as amended.

## 2.  SCOPE OF AMENDMENT

The Parties agree that the terms and conditions set forth herein only apply to the delivery of the **[name of New Service]**.  The scope of the **[name of New Service]** is defined in Schedule 1 to this Amendment.  Further, the intent is to modify or add to the Main Terms, Appendices, and Exhibits as set forth in Section 4 of this Amendment.  The Parties agree that there will be no asset transfers in connection with the execution of this Amendment, unless specifically agreed in writing by the Parties under a separate agreement.

## 3.  APPLICATION OF AGREEMENT

Service Provider's provision of the **[name of New Service]** shall be subject to all of the terms and conditions of the Agreement and its Appendices and Exhibits, as amended.

## 4.  AMENDMENTS TO THE AGREEMENT

4.1    *Main Terms.*

(A)      Section **[ ]** of the Main Terms is hereby amended by adding the following new section:

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**[Insert any additional provisions related to the New Service.]**

(B)    Section **[  ]** of the Main Terms is hereby amended by adding the following new section:

**[Insert additional provisions related to the New Service.]**

4.2    *Appendix 1 (Definitions).* Appendix 1 (Definitions) of the Agreement is hereby amended by adding the following definitions:

**[Insert any additional definitions related to the New Service.]**

4.3    *Appendix 4 (Service Descriptions).* Appendix 4 (Service Descriptions) of the Agreement is hereby amended by appending Exhibit 4-**[  ]** (**[name of New Service]**), attached to this Amendment as Schedule 1.

4.4    *Exhibit 6-1 (Service Level Definitions).* Exhibit 6-1 (Service Level Definitions) of the Agreement is hereby amended by adding the Service Levels set forth in Schedule 2 attached to this Amendment.

4.5    *Appendix 12 (Fees).*

(A)    Appendix 12 (Fees) of the Agreement is hereby amended by adding the following new sections:

**[Insert any additional provisions related to the Fees for the New Service.]**

(B)    Exhibit 12-**[ ]** (**[_____]**) of the Agreement is hereby amended by adding the Fees set forth in Schedule 3 attached to this Amendment.

4.6    *Appendix 20 (Disengagement Assistance).* Appendix 20 (Disengagement Assistance) of the Agreement is hereby amended by adding the following new sections:

**[Insert updates or supplements to the then-current Disengagement Plan for the Services in respect to the New Service.]**

4.7    *Procedures Manual.* The Procedures Manual is hereby amended by adding the following new sections:

**[Insert updates or supplements to the then-current disaster recovery plan and Procedures Manual in respect to the New Service.]**

4.8    *Appendix 23 (Human Resources).*

(A)    Exhibit 23-**[ ]** (**[_____]**) of the Agreement is hereby amended by adding the following:

**[Insert any additional Transfer Regulation Jurisdictions to Exhibit 23-1, Non-Transfer Regulation Jurisdictions to Exhibit 23-2, In-Scope Employees to Exhibit 23-3, assigned places of work for such In-Scope Employees to Exhibit 23-4, and details on staffing resources for the New Service to Exhibit 23-5.]**

(B)    <u>Exhibit 23-[ ]</u> ([_____]) of the Agreement is hereby amended by adding the following:

**[Insert any additional Transfer Regulation Jurisdictions to Exhibit 23-1, Non-Transfer Regulation Jurisdictions to Exhibit 23-2, In-Scope Employees to Exhibit 23-3, assigned places of work for such In-Scope Employees to Exhibit 23-4, and details on staffing resources for the New Service to Exhibit 23-5.]**

## 5. EFFECTIVENESS

Each of the Parties acknowledges that this Amendment complies with Section 4.10 (New Services) and Section 27.1 (Entire Agreement) of the Main Terms and Section **[ ]** (**[Changes and Change Management]**) of <u>Appendix 13</u> (Governance).

## 6. AGREEMENT

Except as expressly amended in this Amendment, the Agreement remains in full force and effect in accordance with its terms.

## 7. MISCELLANEOUS

7.1    <u>Entire Agreement</u>. This Amendment supersedes all prior negotiations and communications in the subject matter hereof.

7.2    <u>Amendments</u>. All amendments and modifications to this Amendment hereunder shall be made by a written document signed by both Parties.

7.3    <u>Notices</u>. All notices and other communications related to this Amendment will be in writing

(A)    if to XYZ Corporation, to:

XYZ Corporation
Indirect Sourcing (INS)
P.O. Box  372
FIN-00045 XYZ Group Finland
Attn:  [●]

With a copy to:
XYZ Corporation
Sourcing & IT
Legal
P.O. Box 226
FIN-00045 XYZ Group Finland
Attn: Sami Rintala, Senior Legal Counsel

(B)    if to Service Provider, to:

[_____]
[_____]

[_____]
[_____]
[_____]

Each communication and document made or delivered by one Party to another pursuant to this Amendment shall be in the English language or accompanied by a translation thereof.

**[SIGNATURE IS ON THE NEXT PAGE]**

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XYZ Corporation and Service Provider have caused this Amendment No. **[ ]** to be signed and delivered by their duly authorized representative:

**XYZ CORPORATION**                              **HCL TECHNOLOGIES LIMITED**

By: _____              By: _____
Name: _____              Name: _____
Title: _____              Title: _____


By: _____              By: _____
Name: _____              Name: _____
Title: _____              Title: _____

**SCHEDULE 1 TO AMENDMENT NO. [ ]**

**Exhibit 4-[ ] ([name of New Service])**

**[Insert the following:**

**(1)      how Service Provider will perform the New Service;**

**(2)      the proposed (a) description of Services, (b) Service Results, and (c) technical, operational, functional and non-functional specifications and other parameters;**

**(3)      when appropriate, a description of any new Software or Equipment to be provided by Service Provider in connection with such New Service; and**

**(4)      when appropriate, acceptance test criteria and procedures for any new software or any products, packages or components of the New Service.]**

## SCHEDULE 2 TO AMENDMENT NO. [ ]

**[Insert description of Service Levels for the New Service.]**

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DLI-6222666v3

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Global Services Agreement
Appendix 19 (New Service Amendment)
XYZ Agreement #: ESLNS01T 4840

# SCHEDULE 3 TO AMENDMENT NO. [ ]

**[Insert specific Fees for the New Service.]**

XYZ Corporation                                        Global Services Agreement
Confidential                                        Appendix 19 (New Service Amendment)
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**APPENDIX 20**

**DISENGAGEMENT ASSISTANCE**

XYZ Corporation          Global Services Agreement
Confidential          Appendix 20 (Disengagement Assistance)
DLI-6220958v6          XYZ Agreement #:  ESLNS01T 4840

APPENDIX 20

DISENGAGEMENT ASSISTANCE

**Table of Contents**

**APPENDIX 20**

**DISENGAGEMENT ASSISTANCE**

## 1. INTRODUCTION

This Appendix 20 (Disengagement Assistance) describes the content that will be contained in the Disengagement Plan, including the services and functions that Service Provider will perform in providing Disengagement Assistance Services and each Party's responsibilities during the Disengagement Assistance Period. The Parties agree to complete the final plan for Disengagement Assistance Services within sixty (60) days after the end of the Transition Period.

Twelve (12) months prior to the expiration of this Agreement and every 6 months thereafter, HCL agrees to prepare or update a list of transition tasks, risks and concerns related to the execution of the Disengagement Plan given the then-current status of the Services.

## 2. DEFINITIONS

2.1 General.

Capitalized terms used in this Appendix have the meanings either set forth in this Section 2, set forth elsewhere in this Agreement (including all Appendices and Exhibits thereto), or set forth in-place in the context in which they are used.

2.2 Certain Defined Term.

The following term shall have the meaning set forth below.

"**Successor Supplier**" means a third party service organization engaged by XYZ to provide services which are materially similar to the Services provided by Service Provider, following termination or expiration of this Agreement.

## 3. DISENGAGEMENT PLAN CONTENT

The Disengagement Plan will, among other things: (i) provide details of the Service Provider's key resources that will provide Disengagement Assistance Services as agreed between the Parties; (ii) specify the Fees to be paid to Service Provider for such Disengagement Assistance Services; and (iii) provide an outline timetable, project milestones, generic timings, processes, and responsibilities of each of the Parties and specify critical controls for providing the Disengagement Assistance Services.

In addition, the Disengagement Plan will describe the following topics related to Service Provider's provision of Disengagement Assistance Services:

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Global Services Agreement
Appendix 20 (Disengagement Assistance)
-1-                    XYZ Agreement #: ESLNS01T 4840

3.1 <u>Disengagement Assistance Management.</u>

(A) Disengagement Assistance Managers

Each Party will designate a Disengagement Assistance Manager, who will serve as the single point of contact for all matters related to the Disengagement Plan and Disengagement Assistance Services.

(B) Disengagement Plan Management

The Disengagement Plan shall provide the level of detail of the Disengagement Assistance Services which shall be reasonable but in any event sufficient to provide the procedures and responsibilities for an orderly transition of Services to XYZ or a Successor Supplier during the Disengagement Assistance Period. Service Provider shall submit the Disengagement Plan for XYZ's approval within sixty (60) days after the Service Commencement Date (such approval not to be unreasonably withheld or delayed) and will carry out any reasonably necessary rework or amendment required by XYZ thereafter.

Service Provider will:

(1) maintain the Disengagement Plan through the Term, ensuring that it is updated regularly to reflect the then current IT environment and the scope of the Services (including the addition of any further Services as may be in the future agreed between the Parties);

(2) provide information and assistance reasonably necessary to conduct the termination and transition of Services in accordance with the Disengagement Plan as efficiently and effectively as is reasonably possible; and

(3) jointly review and verify the Disengagement Plan with XYZ on a regular basis in such a way as to describe to XYZ the processes and procedures required by the Disengagement Plan to be put into effect at the commencement of the Disengagement Assistance Period. Areas of the Disengagement Plan requiring improvement will be identified by XYZ and the steps necessary to improve such areas shall be agreed between the Parties and thereafter included in an updated version of the Disengagement Plan.

As soon as possible following receipt of notice of termination of this Agreement from XYZ or immediately upon its own submission of notice of termination upon XYZ, Service Provider shall update the Disengagement Plan to ensure it contains the most current information and accurately predicts the timescales for conducting the Disengagement Assistance Services.

(C) Risk and Issue Management

The Disengagement Plan shall specify any anticipated risks and issues associated with the Disengagement Assistance Services, and the steps which either Party will be expected to take in order to mitigate such risks and issues. The Disengagement Plan shall be periodically updated as new risks and issues are identified.

3.2     Disengagement Assistance Services.

(A)     Provision of Assistance, XYZ Information, and Service Results

Following termination or expiration of this Agreement (or any part thereof) for any reason, Service Provider shall, as further set out in this Appendix:

(1)     provide, unless otherwise agreed by the Parties in writing, such assistance as is reasonably necessary to XYZ so as to enable an orderly assumption of the Services by a Successor Supplier or XYZ itself;

(2)     deliver to XYZ or return to XYZ all materials and copies thereof (whether in hard or electronic format) relating to the XYZ Information; and

(3)     deliver to XYZ all copies of Service Results that Service Provider or any Approved Subcontractor has developed up to the termination date; provided that Service Provider may retain a minimum of one (1) copy of all such Service Results for archival and audit purposes, on the condition that all such Service Results are treated as Confidential Information.

(B)     Payment of Outstanding Fees

On or prior to the effective date of termination of this Agreement (or the relevant part thereof) by XYZ pursuant to this Agreement, XYZ shall pay to Service Provider the undisputed Fees for any agreed Services provided to XYZ in accordance with the provisions of this Agreement up to the date of termination of this Agreement in accordance with the Main Terms and Appendix 12 (Fees).

(C)     Provision of Record of Service Performance

Service Provider shall collate and provide to XYZ details of its performance against the Service Levels across the previous 12 month period, together with reasonable details of any major Incidents and outages in a form which would be reasonably required by a Successor Supplier in order to assess the standard of services provided by Service Provider.

(D)     Transfer of Data and Documentation

Service Provider shall, at XYZ's request and cost, collate and load such Data relating to the Services as XYZ may reasonably require (excluding always information which is confidential or proprietary to Service Provider) and on such media as XYZ may reasonably direct.  Service Provider shall at the same time collate the documentation developed by it during the course of the provision of the Services and deliver this to XYZ to the extent that it is current and reasonably required in order for XYZ and/or a Successor Supplier to understand the Services as provided by the Service Provider and/or to provide alternative services in direct replacement for them.

(E)     Configuration Services

Service Provider will provide services that are reasonably required to configure systems in connection with the Disengagement Assistance Services.

(F)     Transfer of Projects

In the event of there being any Projects which are ongoing at the point of the termination of this Agreement, XYZ and Service Provider will enter into good faith negotiations as to whether or not it would be appropriate for Service Provider to continue to perform and deliver such Projects (notwithstanding the termination of the remainder of this Agreement), and the terms on which this would be done. Insofar as there are any Projects which are not to be continued in this manner, Service Provider will use all reasonable endeavours to bring such Projects to a point where activity can be brought to a logical end point ready for XYZ or a Successor Supplier to move on to the next stage of such Project.

(G)     Transfer of Equipment

Service Provider will arrange for the removal, delivery and installation of any XYZ-owned Equipment or any property or materials owned or leased by XYZ which are in Service Provider's possession or control. The cost of such removal, delivery and installation will be borne by XYZ save as may have been agreed in writing between the Parties at the time of the original move of such Equipment to Service Provider or, in the case of new Equipment purchased by Service Provider on XYZ's behalf during the Term, at the time of purchase of such Equipment.

(H)     Required Consents; Transfer/Novation of Licenses and Contracts

Where Service Provider has been obliged to obtain rights of transfer or novation of any contract or licensee with a third party, it shall at XYZ's request seek to exercise such rights of transfer or novation in XYZ's or any Successor Supplier's favour to take effect upon the termination or expiration of this Agreement. Any reasonable costs of Service Provider consequent upon such transfers and/or novations and any amounts payable to the relevant third parties in relation thereto shall paid for by XYZ.

(I)     Transfer of Personnel

The Parties shall comply with the provisions of Appendix 23 (Human Resources) in relation to any potential transfers of the contracts of employment of any Service Provider Personnel consequent upon the termination or expiration of this Agreement.

(J)     Transfer of Knowledge

Service Provider will on reasonable prior notice, make its relevant personnel available to meet with XYZ and/or the personnel of a Successor Supplier on a reasonable basis, so as to facilitate the transfer of knowledge from Service Provider to XYZ and/or the Successor Supplier as to the nature of the Services and XYZ's requirements.

---

3.3     Disengagement Assistance Schedule and Milestones.

The Disengagement Plan will set out anticipated timescales and milestones in relation to the provision of the Disengagement Assistance Services, and which XYZ, Service Provider and the Successor Supplier will work jointly to achieve.

3.4     Access to IT Equipment.

Service Provider will allow XYZ and any potential Successor Supplier with reasonable access to any IT Equipment utilized by Service Provider in the course of the provision of the Services for the purposes of such Successor Supplier analyzing its function and condition.

3.5     Access to Facilities.

Service Provider will allow XYZ and any Successor Supplier access to all Authorized Service Locations and XYZ Facilities which are utilized or occupied by Service Provider for the purposes of providing the Services.

3.6     Assistance to/Cooperation with Third Parties.

At all times during the Disengagement Assistance Period, Service Provider shall provide reasonable cooperation and assistance to third parties so as to assist in the process of a smooth transition of the responsibility for the provision of the Services from Service Provider to XYZ or a Successor Supplier. This shall not however be interpreted so as to require Service Provider to provide third parties with access to its proprietary information or Confidential Information beyond the extent specifically provided for elsewhere in this Agreement, and only then upon the third party then agreeing to be bound by the terms of a confidentiality agreement directly with Service Provider on terms reasonably acceptable to the parties.

3.7     Fees.

In consideration for Service Provider's provision of the Disengagement Assistance Services, XYZ will pay Service Provider the Fees described in Section 25.9 of the Main Terms.

* * * * *

**APPENDIX 21**

**CONFIDENTIALITY AGREEMENT**

XYZ Corporation
Confidential
DLI-6213896v4

Global Services Agreement
Appendix 21 (Confidentiality Agreement)
XYZ Agreement #: ESLNS01T 4840

# APPENDIX 21

# CONFIDENTIALITY AGREEMENT

```
COMPANY: [_____]
ADDRESS:    [_____]
CITY:       [___]
STATE:      [__]
ZIP:        [____]
```

This Confidentiality Agreement ("**Agreement**") is executed by the company named above ("**Company**") for the benefit of HCL Technologies Limited ("**HCL**") in exchange for access to certain confidential information of HCL.

**Effective Date:** _____

XYZ Corporation ("**XYZ**") has engaged HCL to provide certain services pursuant to the Global Services Agreement between XYZ and HCL (the "**Services Agreement**") and, pursuant to the Services Agreement, HCL agreed to cooperate with third parties performing services for or on behalf of XYZ and to provide information to such third parties, some of which may be confidential information of HCL. In consideration of permitting Company to have access to the confidential information of HCL to the extent reasonably necessary to enable Company to provide services for or on behalf of XYZ, Company agrees to the following terms and conditions:

1.      Confidentiality. Company will (a) hold in confidence and use the same means it uses to protect its own confidential information of like kind and import, but in any event not less than reasonable degree of care, to prevent the disclosure and protect the confidentiality of all technical, financial or commercial information relating to HCL, its customers and suppliers, whether electronic, oral or written and not depending on the manner in which such information is available or obtained, in connection with Company providing services to XYZ and for no other purpose whatsoever, including any existing or potential XYZ control weaknesses (the "**Confidential Information**"), and (b) use HCL's Confidential Information only in connection with providing services to XYZ. Company may only disclose this Agreement and HCL's Confidential Information to those employees and agents of the Company who have a need to know such Confidential Information and only to the extent reasonably necessary for those individuals to perform the services for XYZ. Compliance by employees and agents of Company with the confidentiality obligations in this Agreement will remain the responsibility of the Company. With respect to any particular Confidential Information, the Company's obligations under this Agreement shall continue without limitation in time. The Company will not make or issue, or cause to be made or issued, any announcement or statement regarding activities under this Agreement for dissemination to the general public or any third party without the prior written consent of HCL.

2.      Exclusions. The foregoing will not prevent the Company from disclosing Confidential Information that: (a) is independently developed by Company, as demonstrated by Company's written records, without violating HCL's proprietary rights (including this Agreement), (b) is or becomes publicly known (other than through unauthorized disclosure), (c) is already known by Company at the time of disclosure, as demonstrated by Company's written records, and Company has no obligation of confidentiality other than under this Agreement or any confidentiality agreement between Company and HCL entered into before the Effective Date, or (d) is rightfully received by Company free of any obligation of confidentiality, provided that Company has no knowledge that such information is subject to a confidentiality agreement and such information is not of a type or character that a reasonable person would have regarded as confidential. Company will promptly notify HCL of any unauthorized possession or use, or attempt thereof, of the HCL's Confidential Information. In the event that Company is requested or required by any governmental agency or law, whether by oral question, interrogatories, requests for information or documents, subpoenas, civil investigation or similar process, to disclose any HCL Confidential Information, Company will provide HCL with prompt notice of such requests so that HCL may seek an appropriate protective order or similar relief or, if appropriate, waive compliance with the applicable provisions of this Agreement. Company will use all commercially reasonable efforts to obtain, or assist HCL in obtaining such a protective order or relief.

3.      Return of Confidential Information. Upon the written request of HCL, the Company will promptly, at the Company's option, either return all of HCL's Confidential Information, including all copies thereof, or certify in writing that all of HCL's Confidential Information and all copies thereof have been destroyed.

4.  Remedies.  Upon any actual or threatened violation of this Agreement by the Company, HCL may seek preliminary and other injunctive relief against such violation, in addition to any other rights or remedies which HCL may have at law or in equity.

5.  No Warranties or Further Rights.  HCL does not make any representations or warranties, express or implied, with respect to any of its Confidential Information.  Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise in HCL's Confidential Information, except for the use of such Confidential Information as expressly provided in this Agreement.

6.  Export Restriction.  Confidential Information provided pursuant to this Agreement may be subject to U.S. government laws, regulations, orders or other restrictions regarding export or re-export of U.S. origin technical data or other items, or derivatives of such items.  The Company agrees (a) to comply with all such laws or restrictions and (b) to not export or re-export any such items received pursuant to this Agreement to a destination or end user for which applicable law, including U.S. law, requires an export license or other approval without first having obtained such license or approval.  The Company will cooperate with HCL to assure compliance with this Section 6.

7.  Security Policies.  The Company will comply with all HCL security policies and information protection and privacy policies, procedures, standards, requirements and specifications provided to the Company applicable to the Company's provision of the services to XYZ.

8.  Miscellaneous.  If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.  The Company will not act or have authority to act as an agent of HCL for any purpose whatsoever.  This Agreement will be governed by and construed in accordance with the laws of Finland.  This Agreement will be binding on Company and its successors and permitted assigns; provided however that Company shall not assign any of its obligations under this Agreement without the prior written consent of HCL.  This Agreement sets forth the entire understanding of the Company and HCL with respect to the subject matter of this Agreement.  This Agreement may be modified only by a written instrument executed by Company and HCL.

Company has duly executed and delivered this Confidentiality Agreement by its duly authorized representative as of the Effective Date set forth above.

**COMPANY**: _____

Signature: _____

Name: _____

(Please print or type)

Title: _____

Date: _____

\* \* \* \* \*

**APPENDIX 22 XYZ**

**RESPONSIBILITIES**

XYZ Corporation
Confidential
DLI-6219916v11

Global Services Agreement
Appendix 22 (XYZ Responsibilities)
XYZ Agreement #: ESLNS01T 4840

**APPENDIX 22 XYZ**

**RESPONSIBILITIES**

XYZ shall, provide the following resources and carry out the following responsibilities (as applicable), at its cost:

- reasonable efforts to cause Permitted Users and its contractors to reasonably cooperate with the Service Provider in relation to the provision of Services;

- connectivity for Collaborators;

- telephony infrastructure at Service Points where necessary;

- all consumable items in relation to printers and other similar hardware (e.g. printer cartridges) used by Permitted Users;

- provide test lab and basic test units to Service Provider as per Section 2.2(B) of Exhibit 4-3 (Workstation Creation and Maintenance Service Description);

- provide the relevant Applications Software classifications;

- provide Service Provider with reasonable prior notice of any event or change of which it is aware (or is planning), which is likely to have a material impact upon volumes of Services that are required to be provided by Service Provider under this Agreement; and

- consider, and where appropriate, approve within a reasonable period of time reasonable technical recommendations as are made by Service Provider relating to the use of the XYZ-provided tools and Software listed in Exhibit 12-7 (XYZ Provided Tools), where such recommendations address tools or Software that Service Provider believes will impact adversely upon Service Provider's ability to meet the Service Levels, but only to the extent where Service Provider's ability to provide the Services in accordance with the requirements with this Agreement would be directly and adversely impacted by a failure to implement such recommendations.

* * * * *

**APPENDIX 23**

**HUMAN RESOURCES**

XYZ Corporation

Confidential

DLI-6222245v19

Global Services Agreement

Appendix 23 (Human Resources)

XYZ Agreement #:  ESLNS01T 4840

# APPENDIX 23

# HUMAN RESOURCES

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# APPENDIX 23

# HUMAN RESOURCES

## 1. COMMENCEMENT CONSULTATION AND EMPLOYEE COMMUNICATIONS

1.1 XYZ shall use Commercially Reasonable Efforts to cause XYZ Subcontractors in respect of the Subcontractor Employees to discharge all obligations under Applicable Law concerning the implementation of this Appendix 23 (Human Resources) in respect of the Subcontractor Employees, including without limitation to inform and consult Subcontractor Employees and their appropriate unions, works councils, and employee representatives. Service Provider shall (directly or through a Service Provider Employing Entity) discharge all obligations it may have to the Subcontractor Employees concerning the implementation of this Appendix 23 (Human Resources), including without limitation, to inform and consult employees and their appropriate unions, works councils, and employee representatives.

1.2 Before either Party makes any formal communications regarding the Subcontractor Employees or before any statements are made to a Party's own employees regarding this Agreement, each Party shall provide drafts of such communications to the other for comment. Upon providing such comments, the employing Party, acting reasonably, shall consider modifications to such communications to take into account the other Party's comments.

## 2. SUBCONTRACTOR EMPLOYEES

2.1 The following provisions shall apply in respect of any Subcontractor Employee who claims that such Subcontractor Employee has transferred to the employment of XYZ or a Service Provider Employing Entity under the Transfer Regulations as a result of this Agreement.

2.2 Each Party shall promptly inform the other Party immediately upon becoming aware of any claim by a Subcontractor Employee to be employed by XYZ or by a Service Provider Employing Entity under the Transfer Regulations as a result of this Agreement. The Parties shall then promptly discuss whether or not they concur that the Subcontractor Employee's employment has transferred under the Transfer Regulations as a result of this Agreement. Any dispute between the Parties as to whether the employment of the Subcontractor Employee making a claim has transferred shall be referred immediately to the dispute resolution process set out in Section 6 of Appendix 13 (Governance). In the event such reference does not solve such dispute, as between the Parties, XYZ shall have the final determination, with the consequence that Service Provider shall be required to discharge its obligations under Sections 2.3 and 2.4 of this Appendix 23 (Human Resources) and XYZ shall be required to discharge its obligations under Sections 2.5 and
2.6 of this Appendix 23 (Human Resources). Except pursuant to the order of a court or tribunal or as provided for under Section 2.3 of this Appendix 23 (Human Resources), no Service Provider Employing Entity shall without the consent of XYZ place any Subcontractor Employee on its payroll or use any Subcontractor Employee in the provision of the Services.

2.3    In respect of Subcontractor Employees whose employment has transferred to XYZ or to Service Provider Employing Entities under Section 2.2 of this Appendix 23 (Human Resources), Service Provider shall, at the request of XYZ, acting in good faith, use Commercially Reasonable Efforts to employ such Subcontractor Employee, whether in connection with the Services or in connection with other activities and businesses engaged in by the Service Provider Employing Entities. Such employment by Service Provider shall be in accordance with the requirements of Applicable Law. Service Provider must inform XYZ within thirty (30) calendar days of a request from XYZ whether or not the Service Provider Employing Entity is able to take into employment such Subcontractor Employee. In the absence of notification from Service Provider within such time period, XYZ shall have no further liability to any Service Provider Employing Entity under this Appendix 23 (Human Resources) in respect of such Subcontractor Employee.

2.4    If Service Provider has notified XYZ within the time period set forth in Section 2.3 of this Appendix 23 (Human Resources) that Service Provider, acting in good faith and using Commercially Reasonable Efforts, will not be able to employ a Subcontractor Employee identified as having transferred to a Service Provider Employing Entity under Section 2.2 of this Appendix 23 (Human Resources), XYZ shall, prior to Service Provider taking any steps to terminate the employment of such Subcontractor Employee, be given the opportunity, but not the obligation, to employ such Subcontractor Employee. In such case, Service Provider shall use Commercially Reasonable Efforts to assist XYZ in employing such Subcontractor Employee. If XYZ does not take such Subcontractor Employee into employment within thirty (30) calendar days of a notice under Section 2.3 of this Appendix 23 (Human Resources), Service Provider may, using Commercially Reasonable Efforts to mitigate Employment Losses, terminate the employment of such Subcontractor Employee.

2.5    Except in respect of Subcontractor Employees taken into employment by Service Provider pursuant to Section 2.3 of this Appendix 23 (Human Resources), XYZ shall be responsible for all Employment Losses suffered by Service Provider Employing Entities in respect of any Subcontractor Employee who has become employed by Service Provider Employing Entities under the Transfer Regulations as a result of this Agreement and the termination of employment of such Subcontractor Employee by Service Provider, provided: (i) termination of employment of the Subcontractor Employee by Service Provider Personnel takes place on or prior to 31 December 2009; (ii) Service Provider has provided XYZ with the HR Transformation Plan on or before 1 April 2009 and Service Provider has informed XYZ at least every two (2) weeks during the period 1 April 2009 to 31 December 2009 of performance against the personnel provisions of such HR Transformation Plan, including matters relating to possible claims under this Section 2.5; and (iii) Service Provider has discharged its obligations under Section 2 of this Appendix 23 (Human Resources) with regard to such Subcontractor Employee.

2.6    In respect of Subcontractor Employees whose contracts of employment transfer to the Service Provider pursuant to this Agreement, XYZ shall be responsible for reimbursing Service Provider in respect of any Employment Losses incurred by any Service Provider Employing Entity in connection with the transfer of such contracts related to the Subcontractor Employee prior to the Service Commencement Date, provided: (i) such claim is notified to XYZ by Service Provider on or prior to the end of twelve (12) months from the Effective Date; (ii) Service Provider uses Commercially Reasonable Efforts to mitigate any Employment Losses, including in respect of Subcontractor Employees who

may be used to provide Services as a result of their employer being an Approved Subcontractor, using Commercially Reasonable Efforts to agree that the Approved Subcontractor will bear responsibility for some or all of such Employment Losses; and (iii) Service Provider has discharged its obligations under Sections 1 and 2 of this Appendix 23 (Human Resources).  In circumstances where a Subcontractor Employee is or has been employed by any person who is an Approved Subcontractor, the Employment Losses otherwise recoverable under this Section 2.6 shall exclude any claim or demand from such Subcontractor Employee in connection a subcontract between Service Provider and the Approved Subcontractor or the Subcontractor Employee, and/or be reduced to the extent that such Employment Losses are increased as a result of any action taken by a Service Provider Employing Entity in respect of such Subcontractor Employee or such Approved Subcontractor.

2.7     Any Subcontractor Employee employed by a Service Provider Entity under the provisions of this Section 2 shall report into and be under the supervision and control of such Service Provider Entity and any Subcontractor Employee employed by XYZ under the provisions of this Section 2 shall report into and be under the supervision and control of such XYZ Employing Entity.

## 3.      SERVICE PROVIDER PERSONNEL

3.1     During the term of this Agreement upon written request from XYZ, and on the date that is six (6) months from the scheduled termination of this Agreement, and immediately upon any notice of termination of the Agreement or of a Service being given, the Service Provider shall provide to XYZ the following information regarding the Service Provider Personnel:

(a)      numbers of Service Provider Personnel;

(b)      details of the Service Provider Personnel, including age, name, length of service, notice provisions, salary, bonus, commission, profit sharing arrangements, incentive payments and other payments and copies of standard terms and conditions and employment contracts, employee handbooks, collective agreements, policies and procedures and, any other contractual benefits, holiday entitlement, a description of duties and responsibilities, and as far as is practicable details of any disciplinary and grievance proceedings relevant to them in the last two (2) years (in accordance with any applicable legal restrictions).

3.2     Service Provider confirms that it has taken and shall continue to take all measures required under Applicable Laws relating to data protection to provide this information to XYZ.

3.3     Service Provider undertakes that at the date of disclosure, all information disclosed pursuant to Section 3.1 of this Appendix 23 (Human Resources) shall be true and accurate in all material respects.

## 4.      TERMINATION AND EXPIRATION

4.1     In connection with the expiration or termination of this Agreement, in whole or in part, Service Provider shall ensure that all Service Provider Employing Entities meet all statutory requirements to provide information to any applicable union, works council, or

similar employee representative body in respect of the Service Provider Personnel. The communications made by the Service Provider Employing Entities under this Section shall be consistent with and in accordance with the communications plan provided for in Section 4.3 of this Appendix 23 (Human Resources).

4.2     In the six (6) months before the expiration of this Agreement and immediately upon a notice of termination being served for all or any of the Services, XYZ shall be entitled to approach any Service Provider Personnel who are subject to the Transfer Regulations with the consent of the Service Provider (such consent not to be unreasonably withheld or delayed), with a view toward a XYZ Employing Entity becoming the employer of such Service Provider Personnel on expiration of this Agreement or the termination of any or all of the Services, subject to this being permitted under the Applicable Laws.

4.3     In addition to any legal obligations to consult and inform employees and their representatives, including the obligations set forth in Section 4.1 of this Appendix 23 (Human Resources), XYZ and Service Provider will jointly develop, agree and adhere to a comprehensive employee communications plan regarding the expiration or termination of this Agreement (in whole or in part), for a smooth exit process and minimal disruption to the XYZ's and Service Provider's businesses. Neither Party shall make any public statements regarding this Agreement other than in accordance with the agreed communications plan.

4.4     The Service Provider shall not, and shall ensure that the Service Provider Employing Entities do not, without XYZ's written consent (such consent not be unreasonably withheld or delayed), within the period of six (6) months prior to the expiry of this Agreement or following any date on which a notice to terminate the Agreement or one or more parts of the Services is served:

(a)     replace any Service Provider Personnel assigned to the terminated Services or assign any other person to perform the terminated Services or terminate or give notice to terminate the employment or contracts of any Service Provider Personnel in a way that will cause a deterioration of the Services;

(b)     make, propose or permit any material changes to the terms and conditions of employment of any Service Provider Personnel;

(c)     materially increase the proportion of working time spent on the terminated Services by any Service Provider Personnel; or

(d)     introduce any new material contractual or customary practice (including for the avoidance of doubt making or proposing to make any payments on termination of employment of any Service Provider Personnel),

except in the ordinary course of business.

4.5     During such period, XYZ shall not raise any objection to a Service Provider Employing Entity redeploying Service Provider Personnel to positions outside of the Services, providing such redeployment does not cause a deterioration of the Services.

4.6     Within the period of six (6) months prior to the expiry of this Agreement or following any date on which a notice to terminate the Agreement or one or more parts of the Services is

served, the Service Provider shall promptly notify XYZ of any period of notice given or received by any Service Provider Personnel, regardless of when such notice takes effect.

4.7     At the request of XYZ, at any time within six (6) months of the expiration of the Agreement or once a notice to terminate the Services (in whole or in part) is given, Service Provider shall permit XYZ Employing Entities to meet individually with Service Provider Personnel who are affected by the Transfer Regulations and with unions, works councils, and employee representatives of the Service Provider Personnel concerning the consequences of the expiration or termination of this Agreement (in whole or in part) subject to the consent of the Service Provider (such consent not be unreasonably withheld or delayed).

<center>* * * * *</center>

**APPENDIX 24**

**SERVICE SATISFACTION SURVEY**

XYZ Corporation
Confidential
DLI-6219738v10

Global Services Agreement
Appendix 24 (Service Satisfaction Survey)
XYZ Agreement #:  ESLNS01T 4840

**APPENDIX 24**

**SERVICE SATISFACTION SURVEY**

## 1. INTRODUCTION

1.1     Service Provider shall determine XYZ's satisfaction in accordance with this <u>Appendix 24</u> (Service Satisfaction Survey).  The first survey detailed in this <u>Appendix 24</u> (Service Satisfaction Survey) is an end user based survey that will capture perceived Service satisfaction based on Service Provider's performance of Services relating to and emanating from the Service Desk Services and On Site Support Services.  In addition to this, perceived service satisfaction related to the XYZ IT Service Portfolio and Global Support Functions will be surveyed annually in accordance with this <u>Appendix 24</u> (Service Satisfaction Survey).

1.2     Specific procedural requirements related to the distribution, receipt, and tabulation of the results from the surveys are defined as part of the Procedures Manual documentation (PM05 Customer Satisfaction).

## 2. DEFINITIONS

Capitalized terms used in this Appendix have the meanings either set forth in this Section 2 (if any), set forth elsewhere in the Agreement (including all Appendices and Exhibits thereto), or set forth in-place in the context in which they are used.

## 3. END USER SURVEY

3.1     Service Provider shall survey a reasonable proportion of the Permitted Users using a Ticket based survey,  based on requirements discussed with Service Provider and reasonably set by XYZ.  This includes rating the overall satisfaction with Service Provider's and Global Support Function's handling of each Ticket.  In addition, there will  be at least two (2) questions inquiring as to the Permitted User's satisfaction with Service Provider's performance of Ticket handling and resolution, customer service and technical skills.  The Parties will work together to include questions designed to accurately measure overall user satisfaction.  Permitted Users will also have the option to provide open comments.

3.2     The Parties will work together to help ensure that twenty five percent (25%), or more, of the Permitted User end user surveys (including the VIP end user surveys) are completed  by Permitted Users and sent to Service Provider.

3.3     Questions for the End User Survey will be defined by the Parties during the Transition Period.  The Parties expect to utilize a smile/frown methodology when recording a user response.  This may be used on one or more questions in the survey.

## 4. EXECUTIVE INTERVIEW PROGRAM SURVEY

4.1     Service Provider shall conduct an annual face-to-face "Executive Interview Program Survey" either itself or using an Approved Subcontractor (who provides similar survey services to Service Provider in respect of Service Provider's other customers) as part of the service satisfaction survey process.  XYZ will indicate the target audience for this

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survey, which will generally comprise senior XYZ representatives related to the management of the Agreement and the evaluation of the Services.

4.2     Questions for the "Executive Interview Program Survey", and the defined process to be used, will be defined by the Parties during the Transition Period, or as otherwise agreed between the Parties during the Term..

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